

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF
COLORADO

Proceeding No. 17G-0708HHG

Civil Penalty Assessment Notice No. 119168

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

DIE HARD HOME SERVICES LLC, D.B.A. STALLION MOVING SERVICES
AND/OR ALTITUDE MOVERS DENVER AND/OR DIE HARD MOVERS DENVER

Respondent.

STIPULATION AND SETTLEMENT AGREEMENT

1. The parties in this Matter, Staff of the Public Utilities Commission (Staff) and Respondent Die Hard Home Services LLC, d.b.a. Stallion Moving Services and/or Altitude Movers Denver and/or Die Hard Movers Denver, (Respondent), enter into this Stipulation and Settlement Agreement (Agreement) as a complete and final resolution of all issues that were or could have been raised in this proceeding. John Piccone is the owner of Respondent and has the authority to enter into this settlement on behalf of Respondent.

Background

2. On October 27, 2017, Staff issued Respondent Civil Penalty Assessment Notice No. 119168-CPAN (CPAN) seeking civil penalties of \$14,863.75 (or \$7,431.88 if paid within 10 days). The CPAN alleged four violations:

- a. Advertising in a name other than that which said carrier's authority or permit is held in violation of 4 C.C.R. 723-6-6016(d).
- b. Omitting required contract language, cargo valuation option-full replacement cost option, in violation of 4 C.C.R. 723-6-6608(c).
- c. Failing to maintain and file evidence of financial responsibility in sums as required by the Public Utilities Commission in violation of § 40-10.1-107(1), C.R.S.
- d. Operating and or offering to operate as a mover in interstate commerce without first having obtained a permit from the Commission in violation of § 40-10.1-502(1)(a).

The CPAN was served, via certified mail, return receipt requested, on October 27, 2017.

Settlement Agreement

The Staff and Respondent hereby stipulate and agree as follows:

3. Respondent admits liability to all violations in the CPAN.
4. Respondent agrees to comply with all Colorado and federal statutes, regulations, and rules concerning movers of household goods.
5. The Agreement herein has been reached in the spirit of compromise and in light of the uncertainties of trial. The Agreement has also been reached to avoid the costly expense of litigation. The Agreement promotes administrative efficiency by avoiding the time and expense that would be necessarily devoted to hearing this matter. The public interest is served by requiring the payment by

Respondent of a civil penalty in the amount of \$7,431.88 under the terms in this Agreement. In reducing the penalty, Staff considered the following mitigating factors pursuant to Commission Rule 1302(b):

- a. Respondent acknowledges wrongdoing.
- b. Respondent admits the maximum level of culpability for all violations in the CPAN.
- c. Respondent actively engaged in discussion with Staff within the first ten days of receiving the CPAN.
- d. Respondent operates a small Household Good Mover service.
- e. The amount of the full CPAN would cause the Respondent financial hardship.
- f. Respondent has nine employee movers and is in financial hardship to make the current payroll.
- g. Respondent realizes that an active Household Goods permit is required to provide its moving service.
- h. Respondent has seen a 25 percent reduction in revenue and a significant loss of employees over the last year.
- i. Assessing Respondent a civil penalty of \$7,431.88 under the terms herein is sufficient motivation for Respondent to remain in compliance with the Public Utilities Laws and Commission Rules on a going-forward basis.

6. In consideration of Respondent's admission of liability, and for the reasons expressed above, Staff agrees reducing the amount of the civil penalty from \$14,863.75 to \$7,431.88 is appropriate and in the public interest. This \$7,431.88 settlement amount consists of a \$6,462.50 penalty, plus a fifteen-percent surcharge of \$969.38 pursuant to § 24-34-108(2), C.R.S.

7. Respondent shall pay the total amount of \$7,431.88 in three (3) payments. The first installment of \$2,477.30 is due within ten (10) days of the Commission's final order approving this settlement agreement. The first of the following two (2) equal payments of \$2,477.29 shall be due thirty (30) days from the due date of the first payment. The third and final payment will be due thirty (30) days from the due date of the second payment.

8. If Respondent fails to make any of the installment payments when due, Respondent shall be liable for the full civil penalty amount of \$14,863.75 less any payments made, which amount will be due immediately.

9. Respondent further agrees that if, during any investigation(s) conducted by Staff within twelve (12) months of the date of the Commission final order in this proceeding, the Commission finds any violations of rules or statutes regarding any of the cited violations in this settlement, Respondent shall be liable for the full civil penalty, less any payments made. In this event, the remaining full civil penalty will be due immediately. Respondent and Staff agree the specific intent of this provision is to prevent further violations of the Public Utilities Laws and Commission Rules.

10. All matters that were raised or could have been raised in this proceeding relating to the issues specifically identified and addressed herein have been resolved by this Agreement. This Agreement may be executed in counterparts, each of which when taken together shall constitute the entire Agreement of the Parties, and no further modification of this Agreement is allowed, except in writing by the parties, and further agreed to in an order issued by the Commission.

11. Respondent' failure to complete its payment obligations as set forth in this Agreement shall also be deemed a waiver by Respondent of any and all rights to file exceptions and/or a request for rehearing, reargument, and reconsideration, or to file any other form of appeal.

12. In the event that this Agreement is modified or not approved in its entirety, either Party, at that Party's option, may withdraw from this Agreement by filing a notice with the Commission in this proceeding within seven days of entry of such Order. In that event, this Agreement shall be void and this matter shall be set for hearing.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Executed this ____ day of December, 2017.

**STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION**

By: _____

Anthony Cummings
Lead Criminal Investigator, Investigations and Compliance
Colorado Public Utilities Commission
1560 Broadway Suite 250
Denver, Colorado 80202

**DIE HARD HOME SERVICES LLC, D.B.A. STALLION MOVING SERVICES
AND/OR ALTITUDE MOVERS DENVER AND/OR DIE HARD MOVERS DENVER**

By: _____

John Piccone
Owner, Die Hard Home Services LLC, d.b.a. Stallion Moving Services and/or
Altitude Movers Denver and/or Die Hard Movers Denver
1880 Arapahoe Street, Suite 2112
Denver, Colorado 80202

Approved as to form:

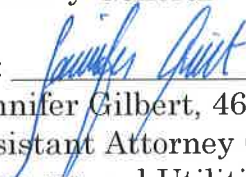
CYNTHIA H. COFFMAN
Attorney General

By: _____
Jennifer Gilbert, 46428
Assistant Attorney General
Revenue and Utilities Section
Colorado Department of Law
1300 Broadway, 8th Floor
Denver, Colorado 80203
Phone: (720) 508-6326
Fax: (720) 508-6038
Email: Jennifer.Gilbert@coag.gov

*Counsel for Staff of the
Public Utilities Commission*

Approved as to form:

CYNTHIA H. COFFMAN
Attorney General

By:  1/3/2018
Jennifer Gilbert, 46428
Assistant Attorney General
Revenue and Utilities Section
Colorado Department of Law
1300 Broadway, 8th Floor
Denver, Colorado 80203
Phone: (720) 508-6326
Fax: (720) 508-6038
Email: Jennifer.Gilbert@coag.gov

*Counsel for Staff of the
Public Utilities Commission*