

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

PROCEEDING NO. 22G-0433TO

Civil Penalty Assessment Notice: 131546-CPAN

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

FREDDIE DICKEY AND STEVEN KNOST DOING BUSINESS AS ANYTIME
TOWING, INC., PREDATOR RECOVERY, INC., AND SURE SHOT RECOVERY,
INC.,

Respondent.

PROCEEDING NO. 22G-0434TO

Civil Penalty Assessment Notice: 132415-CPAN

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

FREDDIE DICKEY AND STEVEN KNOST DOING BUSINESS AS PREDATOR
RECOVERY, INC., AND SURE SHOT RECOVERY, INC.,

Respondent.

JOINT STIPULATION AND SETTLEMENT AGREEMENT

The Parties, Trial Staff of the Colorado Public Utilities Commission (“Staff”) and Respondents, Steven Knost doing business as Anytime Towing, Inc., Predator

Recovery, Inc., and Sure Shot Recovery, Inc. (collectively referred to as “Respondent Knost”) and Freddie Dickey (“Respondent Dickey”) enter into this Stipulation and Settlement Agreement (“Settlement Agreement”) in the above-referenced proceeding as a complete and final resolution of all the issues that were or could have been raised in this proceeding. Individually, Staff and Respondents shall be referred to as Party. Together, Staff and Respondents shall be referred to as the Parties.

BACKGROUND AND RECITALS

1. Steven Knost is the owner of Anytime Towing, Inc., Predator Recovery, Inc., and Sure Shot Recovery, Inc. and has authority to enter into this Settlement Agreement on behalf of himself and these companies.
2. Freddie Dickie is a manager of Anytime Towing, Inc. and Sure Shot Recover, Inc. He is also an employee of Predator Recovery, Inc.
3. On October 11, 2022, Staff issued and filed a Civil Penalty and Assessment Notice of Complaint to Appear (“CPAN”) Number 131546. It was personally served on Respondents on October 11, 2022. The CPAN alleges thirteen violations: 1. Violation of 4 CCR 723-6-6005(c) for failure to maintain or update the address and/or telephone number of a storage facility with the commission; 2. Violation of 4 CCR 723-6-6107(a)(II) for allowing a driver for the company to perform tows with a suspended driver’s license. 3. Violation of 4 CCR 723-6-6508(a)(I)(A) for missing the physical address of the carrier in the towing contract. 4. Violation of 4 CCR 723-6-6508(a)(I)(E) for missing

- the address and phone number of the storage facility in the towing contract.
5. Violation of 4 CCR 723-6-6508(a)(I)(G) for missing required language about maximum rates in the towing contract.
 - 6 Violation of 4 CCR 723-6-6508(a)(I)(H)(1) for missing the signature in the towing contract.
 7. Violation of 4 CCR 723-6-6509(a)(II) for missing the carriers address on the invoice.
 8. Violation of 4 CCR 723-6-6509(a)(III) for missing the storage facility address on the invoice.
 9. Violation 4 CCR 723-6-6509(a)(IX) for missing the name and signature of the driver on the invoice.
 10. Violation of 4 CCR 723-6-6509(a)(XII) for missing the PUC notice language from the invoice.
 11. Violation of 4 CCR 723-6-6509(d) for not providing a copy of the invoice to the owner of the motor vehicle.
 12. Violation of section 40-10.1-107(1), C.R.S., for failure to maintain and file evidence of financial responsibility as required by the Commission.
 13. Violation of section 40-10.1-401(1)(a) for operating as a towing carrier without obtaining a permit.
4. On October 11, 2022, Staff issued and filed a Civil Penalty and Assessment Notice of Complaint to Appear (“CPAN”) Number 132415. It was personally served on Respondents on October 11, 2022. The CPAN alleges ten violations.
1. Violation of 4 CCR 723-6-6107(a)(II) for allowing a driver for the company to perform tows with a suspended driver’s license.
 2. Violation of 4 CCR 723-6-6507(c) for failure to disclose accepted forms of payment
 3. Violation of 4 CCR 723-6-6508(a)(I)(A) for missing the physical address of the carrier in the towing contract.
 4. Violation of 4 CCR 723-6-6508(a)(I)(E)

- for missing the storage facility address and phone number in the towing contract. 5. Violation of 4 CCR 723-6-6508(a)(I)(G) for missing the required language about maximum rates in the towing contract 6. Violation of 4 CCR 723-6-6509(a)(II) for missing the carrier address on the invoice. 7. Violation of 4 CCR 723-6-6509(a)(III) for missing the storage facility address on the invoice. 8. Violation of 4 CCR 723-6-6509(a)(IX) for missing the name and signature of the tow truck driver on the invoice. 9. Violation of 4 CCR 723-6-6509(a)(VI) for missing the destination address on the invoice. 10. Violation of 4 CCR 723-6-6509(a)(XII) for missing the PUC notice language from the invoice.
5. For 131546-CPAN, the total amount of the thirteen civil penalties, including the fifteen-percent surcharge, is \$22,080.00. The CPAN further provides that if Respondent pays the civil penalties within 10 calendar days of receipt of the CPAN, the amount of the civil penalty violations will be reduced to \$11,040.00.
 6. For 132415-CPAN, the total amount of the ten civil penalties, including the fifteen-percent surcharge, is \$7273.75. The CPAN further provides that if Respondent pays the civil penalties within 10 calendar days of receipt of the CPAN, the amount of the civil penalty violations will be reduced to \$3636.88.
 7. The 10 calendar days to pay the reduce amount of the CPANs ended on October 21, 2022.

SETTLEMENT AND AGREEMENT

8. The Parties have reached a settlement in this matter.
9. Steven Knost doing business as Anytime Towing, Inc., Predator Recovery, Inc., and Sure Shot Recovery, Inc. admits liability for Counts 1 and 3 through 13 of CPAN-131546 as well as Counts 2 through 10 of CPAN-132415.
10. Steven Knost doing business as Anytime Towing, Inc., Predator Recovery, Inc., and Sure Shot Recovery, Inc. will pay a reduced penalty of \$8000.00.
11. Freddie Dickey admits liability for Count 2 of CPAN-131546 and Count 1 of CPAN-132415.
12. Freddie Dickey will pay a reduced penalty amount of \$500.00.
13. Performance by Staff:
 - a. Staff will agree to accept the Respondents' admission of liability and allow Respondents to pay the reduced penalty amounts of \$8,000.00 and \$500.00, respectively, for a total settlement amount of \$8,500.00.
 - b. Staff agrees to consider the following mitigating factors, pursuant to Commission Rule 1302(b) in reducing the penalty amount.
 - i. Respondents initiated settlement discussions in an attempt to resolve the dispute.
 - ii. As part of the Settlement Agreement, Respondents agree to engage in substantial remedial measures to ensure future compliance, as explained in Paragraphs 14(c) through (i) and 15(c) through (e).

iii. Respondents have agreed to comply with all Commission statutes and regulations.

14. Performances by Respondent Knost

- a. Respondent Knost admits to Counts 1 and 3 through 13 of CPAN-131546 as well as Counts 2 through 10 of CPAN-132415.
- b. Respondent Knost will pay a total settlement amount of \$8,000.00. The payment will be due 30 days after the settlement is approved by the Commission.
- c. Respondent Knost will issue a refund in the amount of \$385.27 to Jennifer Walthall. This payment will be due 30 days after the settlement is approved by the Commission.
- d. Respondent Knost will update all towing contracts and agreements made by Respondent Knost or any other company owned, managed, or operated by Respondent Knost in the State of Colorado to comply with all Colorado Statutes and Commission Rules. Copies of such contracts will be provided to Staff within 30 days of settlement to be reviewed for compliance. Respondent Knost will perform any corrections of such contracts directed by Staff and present proof of such corrections to Staff within 30 days of Staff's notification.
- e. Respondent Knost, or any other company owned, managed, or operated by Respondent Knost may not permit Freddie Dickey to drive in the course of his work or employment until Freddie Dickey has presented

proof to Staff of possessing a valid driver's license in good standing and Staff has verified the validity of the license.

- f. Respondent Knost, or any other company owned, managed, or operated by Respondent Knost, will not permit Freddie Dickey to tow any vehicle or facilitate the towing of any vehicle, except where authorization for a tow is provided by section 40-10.1-405(a)(I), which concerns vehicles being repossessed by a creditor with a lien or security interest in a vehicle.
- g. In the year following the approval of the settlement by the Commission, Respondent Knost, or any other company owned, managed, or operated by Respondent Knost, may not violate any rule or statute such that a CPAN is issued for the violation.
- h. Respondent Knost, or any other company owned, managed, or operated by Respondent Knost, will permit random inspections by Staff to ensure compliance.
- i. The total CPAN penalty for the violations admitted by Respondent Knost will be due within 30 days if Respondent Knost or any other company owner, managed, or operated by Respondent Knost fails to comply with all the terms and conditions of this Settlement Agreement.
The total amount due by Respondent Knost will be \$26,823.75.

15. Performances by Respondent Dickey:

- a. Respondent Dickey admits to Count 2 of CPAN-131546 and Count 1 of CPAN-132415.
- b. Respondent Dickey will pay a total settlement of \$500.00. The payment will be due 30 days after the settlement is approved by the Commission.
- c. For one year following the acceptance of the settlement by the Commission, Respondent Dickey will not tow any vehicle or facilitate the towing of any vehicle, except where authorization for a tow is provided by section 40-10.1-405(a)(I), which concerns vehicles being repossessed by a creditor with a lien or security interest in a vehicle.
- d. Before driving a vehicle in the course of his work or employment in the one year following approval of the Settlement by the Commission, Respondent Dickey must present proof to Staff of possessing a valid driver's license in good standing and must receive verification from Staff as to the validity and standing of the license. Staff reserves the right to request Respondent Dickey's driving record from the Department of Motor Vehicles to confirm the validity of his license.
- e. In the year following the approval of the settlement by the Commission, Respondent Dickey may not violate any rule or statute such that a CPAN issued for the violation.
- f. The total CPAN penalty for the violations admitted by Respondent Dickey will be due within 30 days if Respondent Dickey fails to comply

with all the terms and conditions of this Settlement Agreement. The total amount due will be \$2530.00.

16. This Settlement Agreement is entered into in the spirit of compromise and to avoid the uncertainties of hearing and the costly expense of litigation.

17. This Settlement Agreement promotes administrative efficiency because it avoids the time and expense that necessarily would be devoted to preparing for and attending the hearing for this proceeding.

18. This Settlement Agreement serves the public interest and is just and reasonable because it both requires the Respondents to pay a civil penalty of \$8,500.00, according to the terms of Paragraphs 10 and 11., and reduces the penalties owed in recognition of the mitigating factors described herein.

19. This Settlement Agreement may be signed in counterparts, each of which, when taken together shall constitute the entire agreement of the Parties.

20. This Settlement Agreement may not be modified by the Parties, except in writing, with express agreement of each Party, and with the approval of the Commission.

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

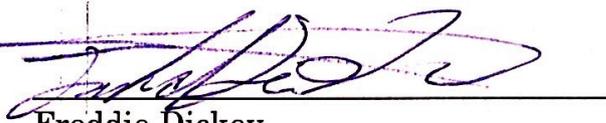
Dated this 8th day of February, 2023.

STAFF OF THE COLORADO PUBLIC UTILITIES COMMISSION

By: _____
Lloyd Swint
Criminal Investigator II
Criminal Investigations Unit Supervisor
Transportation, Investigations & Compliance
1560 Broadway, Suite 250
Denver, CO 80202

FREDDIE DICKEY AND STEVEN KNOST DOING BUSINESS AS ANYTIME
TOWING, INC., PREDATOR RECOVERY, INC., AND SURE SHOT RECOVERY,
INC.,

By:  _____
Steve Knost
Owner of Anytime Towing, Inc., Predator Recovery, Inc., and Sure Shot
Recovery, Inc.
2199 West Radcliff Ave. Lot C
Sheridan, CO 80110

By:  _____
Freddie Dickey
Manager of Anytime Towing, Inc. and Sure Shot Recover, Inc.
2199 West Radcliff Ave. Lot C
Sheridan, CO 80110

Dated this ____ day of February, 2023.

STAFF OF THE COLORADO PUBLIC UTILITIES COMMISSION

By: Signed Electronically: *Lloyd E. Swint* 02.06.2023
Lloyd E. Swint
Criminal Investigator II
Criminal Investigations Unit Supervisor
Transportation, Investigations & Compliance
1560 Broadway, Suite 250
Denver, CO 80202

FREDDIE DICKEY AND STEVEN KNOST DOING BUSINESS AS ANYTIME
TOWING, INC., PREDATOR RECOVERY, INC., AND SURE SHOT RECOVERY,
INC.,

By: _____
Steve Knost
Owner of Anytime Towing, Inc., Predator Recovery, Inc., and Sure Shot
Recovery, Inc.
2199 West Radcliff Ave. Lot C
Sheridan, CO 80110

By: _____
Freddie Dickey
Manager of Owner of Anytime Towing, Inc., Predator Recovery, Inc., and
Sure Shot Recovery, Inc.
2199 West Radcliff Ave. Lot C
Sheridan, CO 80110

Approved as to form:

Philip J. Weiser

By: /s/ Jeremy D. Johnston 2/7/2023

Jeremy Johnston, #54424
Assistant Attorney General
Heather Whitman, #31909
Senior Assistant Attorney General
Revenue and Utilities Section
Colorado Department of Law
1300 Broadway, 8th Floor
Denver, CO 80203
Phone: (720) 508-6147 (Whitman)/(720) 508-6345 (Johnston)
Email: Heather.Whitman@coag.gov/Jeremy.Johnston@coag.gov

Attorneys for Colorado Public Utilities Commission Staff