

Decision No. R23-0260

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

PROCEEDING NO. 23F-0372TO

RASHAINA MAKER,
COMPLAINANT,

V.

BUGS TOWING, LLC,
RESPONDENT.

**RECOMMENDED DECISION OF
ADMINISTRATIVE LAW JUDGE
MELODY MIRBABA
SUSTAINING COMPLAINT, GRANTING COMPLAINANT
RELIEF, ORDERING RESPONDENT TO RELEASE
VEHICLE IMMEDIATELY AT NO CHARGE AND TO
CEASE AND DESIST UNLAWFUL CONDUCT, AND
VACATING HEARING**

Mailed Date: September 14, 2023

TABLE OF CONTENTS

I. STATEMENT AND PROCEDURAL BACKGROUND	2
II. FINDINGS OF FACT.....	4
III. RELEVANT LAW, FINDINGS, ANALYSIS AND CONCLUSIONS.....	10
A. Relevant Law	10
B. Findings, Analysis, and Conclusions.....	12
IV. ORDER.....	16
A. It Is Ordered That:	16

I. STATEMENT AND PROCEDURAL BACKGROUND

1. On July 18, 2023, Complainant Rashaina Maker (Complainant) filed a Formal Complaint (Complaint) against Bugs Towing, LLC (Respondent).

2. On July 24, 2023, the Commission issued an Order Setting Hearing and Notice of Hearing, scheduling an evidentiary hearing in this matter for October 3, 2023, at 9:00 a.m. At the same time, the Commission issued an Order to Satisfy or Answer which required Respondent to satisfy the matters in the Complaint and provide the Commission sufficient evidence of the same or file an answer to the Complaint with the Commission within 20 days of the date the Order to Satisfy or Answer was mailed to Respondent.¹

3. On August 2, 2023, the Commission referred this proceeding to an Administrative Law Judge (ALJ) for disposition by minute entry.

4. Upon being assigned to this Proceeding, the ALJ issued Decision No. R23-0554-I, noting that Commission records reveal that the Order to Satisfy or Answer, the Complaint, and the Order Setting Hearing and Notice of Hearing were not served upon Respondent.

5. Because the Order to Satisfy or Answer initiated the procedural schedule governing this Proceeding, including the scheduled hearing and deadline to satisfy or answer, the ALJ rescheduled the hearing for October 17, 2023; ordered Respondent to Satisfy or Answer the Complaint within 20 days of the August 23, 2023 mail date of Decision No. R23-0554-I; repeated the exact language in the original Order to Satisfy or Answer, including advising that failing to satisfy or answer the Complaint within 20 days may result in the allegations of the Complaint being deemed admitted, and the Commission may grant so much of the relief sought in the

¹ Attachment C at 1.

Complaint as within its power and jurisdiction.² The original Order to Satisfy or Answer; the Complaint and attachments;³ and the original Order Setting Hearing and Notice of Hearing were included as Attachment C to Decision No. R23-0554-I.⁴

6. Decision No. R23-0554-I also advises Respondent that it must be represented by an attorney or establish that it is entitled to be represented by a non-attorney, either by having an attorney enter an appearance on its behalf on or by September 12, 2023 or making a filing by that same date establishing it is entitled to be represented by a non-attorney, consistent with § 13-1-127, C.R.S., and Rule 1201(b)(II) of the Commission’s Rules of Practice and Procedure, 1201(b)(II), 4 *Code of Colorado Regulations* (CCR) 723-1.⁵ The Decision outlines how Respondent can meet that standard, and advises Respondent that if it fails to have an attorney enter an appearance on its behalf or fails to make a filing establishing that it is entitled to be represented by a non-attorney by September 12, 2023, Respondent’s filings in this Proceeding may be disregarded, and a decision granting Complainant all the relief sought may be entered.⁶

7. Decision No. R23-0554-I and its attachments were mailed to Respondent on August 23, 2023 at P.O. Box 76124 Colorado Springs, CO 80970.⁷

² Decision No. R23-0554-I (mailed August 23, 2023) at 4 and 10-11.

³ Those attachments are Complainant’s filings titled “June 19, 2023 at 0018 hours when I am messaging my buddy” filed on July 18, 2023 (Text Messages and Photo) and “June 19, 2023 at 0018 hours my car with no 24 hour notice” filed on July 18, 2023 (Vehicle Photo).

⁴ Attachment C to Decision No. R23-0554-I.

⁵ Decision No. R23-0554-I at 7-8 and 10.

⁶ Id.

⁷ See Commission’s Certificate of Service for Decision No. R23-0554-I and Attachments A, B, and C thereto (Certificate of Service).

8. To date, Respondent has made no filings in this Proceeding. The deadline to satisfy or answer the Complaint has elapsed, as has the deadline for Respondent to have counsel enter an appearance on its behalf or establish that it may be represented by a non-attorney.⁸

II. FINDINGS OF FACT

9. Because Respondent did not file proof that it satisfied the Complaint or file an answer to the Complaint by the required deadline (September 12, 2023), the Complaint's allegations are deemed admitted and are accepted as true. The following factual findings outline the relevant admitted facts from the Complaint.

10. On June 17, 2023, at approximately 8:00 a.m., Complainant returned to her 2013 black Nissan Altima parked at the Homewood Park apartments (Homewood apartments), after visiting her grandmother, a resident of the Homewood apartments.⁹ Her vehicle would not start because her key fob was not working. Complainant replaced the key fob's battery, but the vehicle still would not start. Several hours passed as Complainant attempted to get her key fob to work or to find a way to start her vehicle without a key fob.¹⁰

11. While she was still in her vehicle working on these issues, a Homewood apartment maintenance worker and person Complainant believed to be the Homewood apartment's property manager approached her and asked what was happening with her vehicle. Complainant explained that her key fob was inoperable; the vehicle would not start without a new key fob; and that she has contacted a locksmith to come to the property to create a new key fob.¹¹ She also explained

⁸ Decision No. R23-0554-I at 10. Because Decision No. R23-0554-I and its attachments were mailed to Respondent on August 23, 2023, Respondent's Answer or filing indicating that it has satisfied the Complaint was due on September 12, 2023. See Certificate of Service and Decision No. R23-0554-I at 3-4 and 10-11.

⁹ Complaint at 1.

¹⁰ Id.

¹¹ Id.

that the locksmith could not come out to the property until June 19, 2023. The property manager expressed sympathy for Complainant's difficulties and told Complainant that she and her vehicle could remain on the property until the locksmith arrived.¹²

12. On June 19, 2023, at approximately 12:17 a.m., Complainant returned to her vehicle at the Homewood apartments to take photos of her vehicle prior to the locksmith appointment (scheduled for 7:30 p.m. on June 19, 2023).¹³ While taking photos of her vehicle, she texted a friend a photo of her vehicle, and took additional photos of her vehicle for herself.¹⁴

13. Complainant's text messages, the photo attached to the text messages, and the other photo of Complainant's vehicle establish that as of 12:18 a.m. on June 19, 2023, there was no notice on Complainant's vehicle indicating that it would be towed, and that the vehicle was not blocking or obstructing access to a driveway or roadway but was parked fully in a single parking space.¹⁵

14. At approximately 1:22 a.m. on June 19, 2023, a Colorado Springs Police Department (Police) Officer approached Complainant at her vehicle and asked her why she was sitting in her vehicle.¹⁶ The Officer informed Complainant that she was trespassing on private property, to which Complainant responded that her grandmother lived at the Homewood apartments; that her key fob is inoperable; and that a locksmith is scheduled to arrive that afternoon.¹⁷

¹² Id.

¹³ *Id.* See Text Messages and Photo.

¹⁴ Text Messages and Photo. *see* Vehicle Photo.

¹⁵ Text Messages and Photo; Vehicle Photo. *See also*, Complaint at 1.

¹⁶ Complaint at 1.

¹⁷ Id.

15. The Officer told Complainant that she could remain at the Homewood apartments, and that after the locksmith arrived, she was only to return to the Homewood apartments during visiting hours.¹⁸ Sometime after this exchange with the Officer, the Complainant went to her grandmother's apartment at the Homewood apartments.

16. Complainant returned to her vehicle at approximately 7:00 p.m. on June 19, 2023 (from her grandmother's apartment) to meet the locksmith who was scheduled to arrive in the next 30 minutes.¹⁹ Her vehicle was gone.²⁰ Complainant looked around the parking lot and found a sign that stated that Respondent is the towing company for the Homewood apartments; she promptly called Respondent.²¹ Respondent acknowledged that it towed Complainant's vehicle, and when asked why, stated that the property manager requested the vehicle be towed.²² Complainant contested this assertion, explaining that she spoke with the Homewood apartment's property manager, who gave her permission to remain on the property until her locksmith arrived later that evening.²³ Respondent then stated that Complainant's vehicle was deemed inoperable and abandoned, was "tagged" for three days.²⁴

17. Complainant explained that the vehicle is operable, but simply needed a new key fob; and that no one placed a notice on her vehicle that it would be towed. She told Respondent that she has recent photos of the vehicle proving this that no such notice was provided.²⁵ Respondent stated that the vehicle will not be released without payment of \$280, and that an

¹⁸ *Id.* at 2

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.* No one she spoke with at Respondent's office would share their names on the phone (or in person), so Complainant could not identify the name of the person at Respondent's office with whom she spoke. *Id.*

²² *Id.*

²³ *Id.*

²⁴ *Id.*

²⁵ *Id.*

additional \$40 will be owed for every day that the vehicle is in Respondent's lot.²⁶ Complainant told Respondent that it performed an illegal tow; that no 24-hour notice was placed on the vehicle stating that it would be towed; no one told her that she had 24 hours to be off the property; and that she would report the illegal tow to the Commission.²⁷ Respondent laughed, said "good-luck" and hung up on Complainant.²⁸

18. On June 23, 2023, Complainant went to Respondent's place of business to remove her items from her vehicle, but Respondent denied her access to her vehicle based on its assertion that: Complainant did not have the vehicle's keys (which were in the vehicle when it was towed); proof of insurance was insufficient to establish vehicle ownership; and that Complainant needed to provide her vehicle registration or title.²⁹ Respondent's representative separately denied Complainant access to her vehicle after learning that one of the items Complainant wished to retrieve was a firearm, stating that she felt unsafe and that Complainant would not be permitted to retrieve her items unless a police officer was present.³⁰

19. On July 10, 2023, Complainant contacted the Commission to get information on how to retrieve her vehicle; she was directed to complete a Commission form that would help her retrieve her vehicle and set up a payment plan; and that she would only have to put \$60 down to have her car released.³¹ Complainant immediately contacted Respondent and asked what Respondent would require from her to release her vehicle. Respondent told Complainant that she would need to complete the Commission's form; provide a statement signed in front of a notary

²⁶ Id.

²⁷ *Id.*

²⁸ *Id.*

²⁹ *Id.*

³⁰ *Id.*

³¹ *Id.*

indicating that if she fails to pay Respondent, that Respondent can tow her vehicle again; three months of bank statements; proof of ownership; a copy of her identification and social security card; and a debit or credit card that will be saved to charge the remaining balance owed.³²

20. Respondent also told Complainant that there is no payment plan option and that she has to pay the remaining balance within 24 hours of when her vehicle leaves Respondent's facility.³³ Complainant explained that her vehicle needs a new key fob, and asked if she could bring her locksmith with her so that the locksmith could create the new key fob so that she could drive her vehicle off the lot. Respondent told her this would not be permitted and that she would have to get her vehicle towed by a licensed tow truck driver.³⁴

21. On July 13, 2023, Complainant went to Respondent's facility to retrieve her vehicle. She forgot to bring bank statements and a copy of her identification and social security card, so she had to come back the following day.

22. When she returned at approximately 3:00 p.m. on July 14, 2023, she presented Respondent with the Commission's completed form; the requested notarized statement; three months of bank statements; proof of ownership; copies of her identification and social security card; a credit card, and \$60.³⁵ Respondent accused Complainant of providing fake bank statements; stated that she needed to provide six months of bank statements (not three); stated that her bank statements needed to be notarized; and that she needed to provide a check from her bank issued to Respondent in the full amount owed.³⁶ Complainant explained that her bank statements are

³² Id.

³³ Id.

³⁴ Id.

³⁵ Id.

³⁶ Id.

genuine; that she got them printed at her bank (Wells Fargo); that she had her statement notarized at Wells Fargo; and that she was told she only needed to provide three months of bank statements. Respondent's representative denied this; returned Complainant's documents to her; and asked if she wanted to retrieve her property from her vehicle.³⁷ Complainant responded in the affirmative.

23. Respondent made Complainant wait outside for several hours, but instead of allowing her to retrieve her items from her vehicle, Respondent contacted the Police. At approximately 5:36 p.m. (on July 14, 2023), a Police Officer arrived. The Officer asked Complainant why she was at Respondent's facility and whether she tried to exchange narcotics for a gun.³⁸ Complainant was confused. She responded that she came to the facility to retrieve her vehicle; that she had not attempted to trade narcotics for a gun; and asked why the Officer asked that question. The Officer stated that Respondent reported that Complainant was attempting to trade narcotics for a gun.³⁹ At this point, Complainant then asked Respondent if she could retrieve her belongings from her vehicle since the Officer was present; Respondent refused Complainant access to her vehicle to retrieve her belongings.⁴⁰ The Officer then escorted Complainant off the grounds, and told her she was banned from returning to the property.⁴¹

24. In all her discussions with Respondent, Complainant never once mentioned narcotics, nor did she offer to exchange narcotics for a gun.⁴² Respondent has not released the vehicle to Complainant or given her access to the vehicle since it was towed. Complainant has

³⁷ *Id.*

³⁸ *Id.*

³⁹ *Id.*

⁴⁰ *Id.*

⁴¹ *Id.* at 2-3.

⁴² *Id.* at 3.

been unable to again attempt to retrieve her vehicle or her belongings due to Respondent's false Police report.⁴³

25. Complainant submits that Respondent's conduct is illegal because Respondent never provided a 24-hour notice that her vehicle would be towed and Complainant was not allowed to retrieve her belongings from her vehicle, in violation of House Bill 22-1314.⁴⁴

III. RELEVANT LAW, FINDINGS, ANALYSIS AND CONCLUSIONS

A. Relevant Law

26. A nonconsensual tow means the transportation of a vehicle by tow truck without the prior consent or authorization of the vehicle's owner or operator.⁴⁵ A towing carrier may not perform a nonconsensual tow unless directed by a law enforcement officer; the vehicle's owner, authorized operator, or authorized agent; or the property owner or the property owner's authorized agent on which the vehicle is present.⁴⁶ The property owner's authorization must be in writing; identify the vehicle's make, license plate number and VIN; the date, time, and place for removal; and must be signed and provided by the property owner to the towing carrier before the vehicle is towed.⁴⁷ And, authorization from the property owner has to be given within 24 hours immediately preceding the nonconsensual tow.⁴⁸

⁴³ See id.

⁴⁴ Id.

⁴⁵ Rule 6501(I) of the Commission's Rules Regulating Transportation by Motor Vehicle, 4 CCR 723-6.

⁴⁶ Rule 6508(b)(I) and (III), 4 CCR 723-6.

⁴⁷ Rule 6508(b)(III), 4 CCR 723-6.

⁴⁸ § 40-10.1-405(3)(a)(IV)(A), C.R.S.

27. Section 40-10.1-405(3)(b)(I), C.R.S., requires towing carriers or the property owner to provide the vehicle owner or operator 24 hours' written notice prior to performing a nonconsensual tow.⁴⁹

28. Per § 40-10.1-405(5)(c), C.R.S., towing carriers must "immediately" retrieve a vehicle that has been nonconsensually towed or allow the owner to retrieve the vehicle if the owner pays 15 percent of the fees alleged to be owed to the towing carrier, but in no event more than \$60; and the person seeking the vehicle is not a lienholder or insurance company. If a vehicle owner wishes to retrieve the vehicle without paying the full amount owed, the owner must sign a form affirming that the towing carrier is owed payment for fees (but only those fees that comply with statutes).⁵⁰ In addition, a towing carrier must release a vehicle held in storage to a person presenting a current driver's license who attests to being the authorized operator of the vehicle and produces two of the following items: keys to vehicle; proof of insurance; vehicle registration; VIN; and knowledge of the location from where the vehicle was towed, using the Commission's form.⁵¹

29. When a vehicle's authorized or interested person requests that a towing carrier return the contents of a vehicle, the towing carrier must "immediately" retrieve or allow authorized or interested persons to retrieve the towed vehicle's contents, unless the contents are subject to a hold order issued by a court, district attorney, law enforcement agency or peace officer, per § 40-10.1-405(5)(b), C.R.S. Adding to this, Rule 6512(b) requires that towing carriers provide

⁴⁹ While exceptions to this exist, the record does not reveal any information that would implicate any of the statutory exceptions, and therefore, those exceptions are not outlined in detail above. *See e.g.*, § 40-10.1-405(3)(b)(I)(A) to (H), C.R.S., (including, among other exceptions, circumstances where the vehicle owner or operator has received two prior notices for parking in appropriately in the same manner; the vehicle is being repossessed by a creditor; removal is authorized by a court or administrative order, a peace officer or by operation of law; the vehicle blocks a driveway or roadway such that it obstructs a person's access to their driveway or roadway; the vehicle obstructs a designated and marked fire zone; the vehicle is parked in a space reserved for persons with disabilities; the vehicle occupies without permission a space that is individually designated, rented or owned by a resident).

⁵⁰ § 40-10.1-405(5)(d), C.R.S.

⁵¹ Rule 6512(f), 4 CCR 723-6.

access to or release a vehicle to authorized persons either within one hour's notice during all times other than the carrier's business hours that occur within the first 24 hours of vehicle storage or "upon demand" during the carrier's regular business hours.

30. Under Rule 6511(g), 4 CCR 723-6, a towing carrier may not charge or retain any fees or charges for services it performs if the tow or vehicle storage is performed in violation of a Commission rule or state statute. Likewise, under § 40-10.1-406(1), C.R.S., a towing carrier who fails to comply with a provision of article 10.1 of title 40, Colorado Revised Statutes or any rule promulgated under that article; article 20 of title 38, Colorado Revised Statutes, or part 18 or 21 of article 4 of title 42, Colorado Revised Statutes or any rule promulgated under those provisions, may not charge or retain any fees in connection with the services performed.

B. Findings, Analysis, and Conclusions

31. Respondent performed a nonconsensual tow of Complainant's vehicle from the Homewood apartment's parking lot. Respondent failed to provide 24-hours' written notice before towing Complainant's vehicle, as evidenced by date-stamped photos of Respondent's vehicle taken less than 24 hours before her vehicle was towed.⁵² Nor did the property owner or the property owner's authorized agent provide such notice. This amounts to a violation of § 40-10.1-405(3)(b)(I), C.R.S., and renders Respondent's nonconsensual tow of Complainant's vehicle unlawful.

32. Complainant believed the person she spoke with on June 17, 2023 who gave her permission to remain in the parking lot was the Homewood apartment's property manager. Given that this person was accompanied by a Homewood apartment maintenance worker, and this person

⁵² Text Messages and Photo. *See also* Vehicle Photo.

explicitly gave Complainant permission to leave her vehicle on the property until the locksmith arrived, the ALJ finds that the preponderance of the evidence establishes that this person was either the Homewood apartment's property owner, or an authorized agent of the property owner (such as the property manager). Based on this, the ALJ finds that Complainant had the property owner's or the property owner's authorized agent's consent to leave her vehicle parked on the property until her locksmith arrived, (June 19, 2023 at 7:30 p.m.). As such, Respondent also unlawfully towed the vehicle without the property owner's or the property owner's agent's authorization, in violation of Rule 6508(b)(I), 4 CCR 723-6.

33. The record also establishes that on July 14, 2023, Complainant presented Respondent with appropriate proof that she owns or is the authorized operator of the towed vehicle in an effort to retrieve her vehicle (and the vehicle's contents). Specifically, she attested to being the authorized operator of the vehicle; presented a copy of her driver's license; proof of insurance; proof of vehicle ownership; and the completed Commission form, consistent with Rule 6512(f), 4 CCR 723-6. At the same time, Complainant also presented Respondent with \$60, and a notarized statement stating that she owes Respondent for the tow and her vehicle may be towed again if she fails to pay the total in full. This exceeds the requirements in § 40-10.1-405(5)(c) and (d), C.R.S., for a vehicle owner or authorized operator to retrieve their vehicle without paying the full amount owed. Yet Respondent refused to release the vehicle to Complainant. For all these reasons, the ALJ finds that on July 14, 2023, Respondent violated § 40-10.1-405(5)(c), C.R.S., by refusing to release Complainant's vehicle to her.

34. On July 14, 2023, Respondent also violated § 40-10.1-405(5)(b), C.R.S., by refusing to immediately retrieve or allow Complainant to retrieve her vehicle contents. In addition, Respondent violated Rule 6512(b) by refusing to provide Complainant access to her vehicle upon

Complainant's demand. Respondent's statements of fear because Complainant was to retrieve a firearm from her vehicle, when viewed in light of all of Respondent's conduct, was nothing more than a pretext to prevent Complainant from accessing her vehicle.

35. Rather than comply with the above regulatory and statutory provisions, Respondent instead forced Complainant to wait several hours while Respondent contacted the Police to falsely report that Complainant was attempting to trade narcotics for guns. This reprehensible conduct resulted in Complainant being escorted from the premises and prohibited by the Police from reentering the premises again to attempt to retrieve her vehicle or her vehicle's contents. As a result, Complainant has been deprived of her property for months, and had she not filed her Complaint, may have been permanently deprived of her property.

36. Respondent's demand that Complainant provide months of bank statements; a copy of her social security card; a notarized statement authorizing Respondent to tow her vehicle again; and a credit or debit card that will be used to pay the remaining balance is not authorized by Commission Rule or statute. Likewise, Respondent's assertion that there is no payment plan option and that Complainant has to pay the remaining balance within 24 hours of the vehicle leaving the property is not authorized by Commission Rule or statute, and in fact, runs contrary to the plain statutory language of § 40-10.1-405(5)(c), C.R.S. Respondent will be ordered to immediately cease and desist from continuing this conduct and the other statutory and rule violations discussed above.

37. Based on all of the above statutory and Rule violations, the ALJ will sustain the Complaint, and grant the Complainant relief, as set forth below.

38. Among that relief is that Respondent is required to allow Complainant to bring her locksmith to Respondent's property where her vehicle is stored so that the locksmith can create a new key fob for Complainant. Indeed, had Respondent not unlawfully towed Complainant's

vehicle, the locksmith would have created a new key fob already. Respondent may not require Complainant to have her vehicle towed off its property so that a locksmith may access the vehicle. This would essentially result in Complainant incurring additional expense based upon Respondent's unlawful tow.

39. Respondent will not be permitted to collect, attempt to collect, or retain any collected fees from Complainant arising from its unlawful tow of Complainant's vehicle. To be clear, Complainant is not required to pay *any amount* whatever to Respondent for Respondent to release the vehicle. And Respondent may not require Complainant to sign a form affirming that she owes the towing carrier payment for fees.

40. Respondent will release to Complainant and allow her locksmith access to the vehicle *immediately* upon Complainant providing Respondent the completed Commission form available on the Commission's website (included as Attachment A); proof that Complainant has a valid driver's license; and *only two* of the following: keys to the vehicle; proof of insurance; vehicle registration; the vehicle's VIN number; or the identity of location from which the vehicle was towed.

41. Respondent may not require Complainant to provide a copy of her driver's license or social security card; all that is required is that Complainant present for viewing, her valid driver's license.

42. Respondent may not require Complainant to sign the Commission form in front of a notary or to otherwise notarize the form. Nor may Respondent require notarization of any documents provided by Complainant.

43. Respondent's false report to the Police is extremely concerning. The record does not reveal that a restraining order has been issued preventing Complainant from reentering the property to retrieve her vehicle. But the record does provide cause for Complainant, should she wish to do so, to provide the Police a copy of this Decision before going to Respondent's property. This may avoid further unnecessary law enforcement involvement, but that is not a guaranteed outcome. Complainant may wish to consult with an attorney about such issues.

44. Because the Complaint has been granted, the ALJ will vacate the scheduled evidentiary hearing.

IV. ORDER

A. It Is Ordered That:

1. The Complaint in this Proceeding is sustained.
2. Respondent, Bugs Towing LLC, (Respondent) may not collect, attempt to collect, or retain any fees or charges associated with towing or storing Rashaina Maker's (Complainant) 2013 black Nissan Altima (the vehicle).
3. Respondent is ordered to immediately release the vehicle to Complainant, upon Complainant presenting the information and items outlined in ¶ 40 above. Respondent must allow Complainant's locksmith access to the vehicle, upon Complainant's request once she has met the above requirements. This access must include permitting the locksmith to bring any equipment necessary to create a new key fob for Complainant's vehicle.
4. Respondent may not require Complainant to provide a copy of her driver's license, or social security card; all that is required is that Complainant present to Respondent, for viewing, Complainant's valid driver's license.

5. Respondent may not require Complainant to sign the Commission form (Attachment A) in front of a notary or to otherwise notarize the form or notarize any other document that Complainant is required to present as a part of this Decision.

6. Respondent may not require Complainant to have her vehicle towed from Respondent's property.

7. Complainant is not required to pay *any amount* whatever to Respondent for Respondent to release Complainant's vehicle or access Complainant's vehicle.

8. Respondent may not require Complainant to sign a form stating that she owes the towing carrier payment for fees.

9. Respondent is ordered to immediately cease and desist from engaging in the statutory and Rule violations discussed above, and from the conduct described in ¶ 36 above.

10. The evidentiary hearing scheduled for October 17, 2023, is vacated.

11. Proceeding No. 23F-0372TO is closed.

12. This Recommended Decision shall be effective on the day it becomes the Decision of the Commission, if that is the case, and is entered as of the date above.

13. As provided by § 40-6-106, C.R.S., copies of this Recommended Decision shall be served upon the parties, who may file exceptions to it.

14. If no exceptions are filed within 20 days after service or within any extended period of time authorized, or unless the recommended decision is stayed by the Commission upon its own motion, the recommended decision shall become the decision of the Commission and subject to the provisions of § 40-6-114, C.R.S.

15. If a party seeks to amend, modify, annul, or reverse a basic finding of fact in its exceptions, that party must request and pay for a transcript to be filed, or the parties may stipulate to portions of the transcript according to the procedure stated in § 40-6-113, C.R.S. If no transcript or stipulation is filed, the Commission is bound by the facts set out by the administrative law judge; and the parties cannot challenge these facts. This will limit what the Commission can review if exceptions are filed.

16. If exceptions to this Recommended Decision are filed, they shall not exceed 30 pages in length, unless the Commission for good cause shown permits this limit to be exceeded.

(S E A L)



THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

MELODY MIRBABA

Administrative Law Judge

ATTEST: A TRUE COPY

A handwritten signature in cursive script that reads "Rebecca E. White".

Rebecca E. White,
Director