

BEFORE THE PUBLIC UTILITIES COMMISSION  
STATE OF COLORADO

Proceeding No. 24G-0360TO

Civil Penalty Assessment Notice: 141018-CPAN

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PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

SUSAN STEINBERGER IN HER CAPACITY AS OWNER AND/OR OPERATOR OF  
GARY'S COLLISION & ALIGNMENT INC.,

Respondent.

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**COMPREHENSIVE SETTLEMENT AGREEMENT**

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This Comprehensive Settlement Agreement (“Settlement Agreement” or “Agreement”) is entered into between Trial Staff of the Colorado Public Utilities Commission (“Staff”) and Susan Steinberger (“Respondent”), each a “Settling Party,” and collectively the “Settling Parties.” There are no parties in this proceeding other than the Settling Parties. This Settlement Agreement is intended to resolve all issues raised in this proceeding.

Staff and Respondent agree as follows:

**Settlement Agreement**

1. CPAN No. 141018 (“CPAN”) issued to Respondent alleges 136 statutory violations related to 68 tows occurring between January 28, 2024, and July 10, 2024.

Specifically, the CPAN alleges 68 violations of Section 40-10.1-401(1)(a), C.R.S., for operating or offering to operate as a towing carrier without a permit and 68 violations of Section 40-10.1-107(1), C.R.S., for failing to maintain and have on file with the Public Utilities Commission (“Commission”) evidence of required financial responsibility. The maximum civil penalty for the alleged violations is \$946,220.00.

2. Respondent admits to liability for 68 violations of Section 40-10.1-401(1)(a), C.R.S., for operating or offering to operate without a tow permit and one violation of Section 40-10.1-107(1), C.R.S., occurring on January 28, 2024, for failing to file evidence of the required financial responsibility with the Commission (Violation No. 2).

3. Trial Staff agrees to dismiss the remaining 67 violations of Section 40-10.1-107(1), C.R.S., alleged in the CPAN.

4. In consideration of Respondent’s admission of liability and the mitigating factors in this case, Respondent will pay a reduced penalty amount of \$25,000.00, which is inclusive of the 15 percent surcharge required pursuant to Section 24-34-108, C.R.S.

5. Respondent shall pay the amount required under this Agreement to the Commission at the office of the Commission, either in person or by depositing the payment postpaid in the United States mail, within 10 business days after the Commission’s final order approving this Agreement.

6. If Respondent fails to timely make the payment required under this Agreement, Respondent shall be liable for the maximum penalty amount of

\$98,670.00 for the remaining 69 violations, which shall be due immediately. This remedy shall be in addition to any other remedy available under Colorado law or Commission rules, including but not limited to potential suspension or revocation of Respondent's towing permit and disqualification from reapplying for a towing permit.

### **General Provisions**

7. Except as expressly set forth herein, nothing in this Settlement Agreement is intended to have precedential effect or bind the Settling Parties with respect to positions they may take in any other proceeding regarding any of the issues addressed in this Settlement Agreement. No Settling Party concedes the validity or correctness of any regulatory principle or methodology directly or indirectly incorporated in this Settlement Agreement. Furthermore, this Settlement Agreement does not constitute agreement, by any Settling Party, that any principle or methodology contained within or used to reach this Settlement Agreement may be applied to any situation other than the above-captioned proceeding, except as expressly set forth herein.

8. The Settling Parties agree the provisions of this Settlement Agreement, as well as the negotiation process undertaken to reach this Settlement Agreement, are just, reasonable, and consistent with and not contrary to the public interest and should be approved and authorized by the Commission.

9. The discussions among the Settling Parties that produced this Settlement Agreement have been conducted in accordance with Rule 408 of the Colorado Rules of Evidence. Nothing in this Settlement Agreement shall constitute

a waiver by any Settling Party with respect to any matter not specifically addressed in this Settlement Agreement.

10. The Settling Parties agree to use good faith efforts to support all aspects of the Settlement Agreement embodied in this document in any hearing conducted to determine whether the Commission should approve this Settlement Agreement, and/or in any other hearing, proceeding, or judicial review relating to this Settlement Agreement or the implementation or enforcement of its terms and conditions. Each Settling Party also agrees that, except as expressly provided in this Settlement Agreement, it will take no formal action in any administrative or judicial proceeding that would have the effect, directly or indirectly, of contravening the provisions or purposes of this Settlement Agreement. However, except as expressly provided herein, each Settling Party expressly reserves the right to advocate positions different from those stated in this Settlement Agreement in any proceeding other than one necessary to obtain approval of, or to implement or enforce, this Settlement Agreement or its terms and conditions.

11. The Settling Parties do not believe any waiver or variance of Commission rules is required to effectuate this Settlement Agreement but agree jointly to apply to the Commission for a waiver of compliance with any requirements of the Commission's Rules and Regulations if necessary to permit all provisions of this Settlement Agreement to be approved, carried out, and effectuated.

12. This Settlement Agreement does not constitute agreement, by any Settling Party, that any principle or methodology contained within or used to reach

this Settlement Agreement may be applied to any situation other than this proceeding, except as expressly set forth herein.

13. This Settlement Agreement is an integrated agreement that may not be altered by the unilateral determination of any Settling Party. There are no terms, representations or agreements among the parties which are not set forth in this Settlement Agreement.

14. This Settlement Agreement shall not become effective until the Commission issues a final decision addressing the Settlement Agreement. In the event the Commission modifies this Settlement Agreement in a manner unacceptable to any Settling Party, that Settling Party may withdraw from the Settlement Agreement and shall so notify the Commission and the other Settling Parties in writing within 10 calendar days of the date of the Commission order. In the event a Settling Party exercises its right to withdraw from the Settlement Agreement, this Settlement Agreement shall be null and void and of no effect in this or any other proceeding.

15. There shall be no legal presumption that any specific Settling Party was the drafter of this Settlement Agreement.

16. This Settlement Agreement may be executed in counterparts, all of which when taken together shall constitute the entire Agreement with respect to the issues addressed by this Settlement Agreement. This Settlement Agreement may be executed and delivered electronically, and the Settling Parties agree that such electronic execution and delivery, whether executed in counterparts or collectively,

shall have the same force and effect as delivery of an original document with original signatures, and that each Settling Party may use such facsimile signatures as evidence of the execution and delivery of this Settlement Agreement by the Settling Parties to the same extent that an original signature could be used.

Dated February 13, 2025

Agreed on behalf of: **Trial Staff of the Colorado Public Utilities Commission**

By: /s/ Lloyd E. Swint

Lloyd E. Swint  
Criminal Investigations and Compliance Unit Manager  
Colorado Public Utilities Commission  
1560 Broadway, Suite 250  
Denver, CO 80202

Agreed as to form:

PHILIP J. WEISER

Attorney General

/s/ Justin Cox

Jennifer Hayden #43265\*  
Justin Cox, #58570\*  
Assistant Attorneys General  
Revenue & Regulatory Law Section

*Attorneys for Trial Staff of the Public Utilities  
Commission*

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\*Counsel of Record

Dated February 13, 2025

Agreed to on behalf of:

**Susan Steinberger in her capacity as owner and/or operator of Gary's  
Collision & Alignment, Inc.**

*/s/ Susan Steinberger*

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Susan Steinberger  
Owner and/or Operator of Gary's Collision & Alignment,  
Inc.  
612 W. Cucharras St.,  
Colorado Springs, CO 80905