

Decision No. R25-0140

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

PROCEEDING NO. 24G-0360TO

COLORADO PUBLIC UTILITIES COMMISSION,

COMPLAINANT,

V.

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

RESPONDENT.

**RECOMMENDED DECISION GRANTING JOINT
MOTION TO APPROVE SETTLEMENT AGREEMENT,
APPROVING SETTLEMENT AGREEMENT, VACATING
PREHEARING CONFERENCE AND HEARING, AND
CLOSING PROCEEDING**

Issued Date: February 27, 2025

I. STATEMENT

A. Procedural History

1. On August 26, 2024, the Colorado Public Utilities Commission ("Commission") filed Civil Penalty Assessment or Notice of Complaint to Appear No. 141018 ("CPAN") against Susan Steinberger in her capacity as owner and/or operator of Gary's Collision & Alignment Inc. ("Respondent") alleging 68 counts of violating of § 40-10.1-401(1)(a), C.R.S. and 68 counts of violating § 40-10.1-107(1), C.R.S. from January 28, 2024 to July 10, 2024. The CPAN states that the civil penalty assessed for the alleged violations is \$946,220, but that if Respondent pays the civil penalty within ten calendar days of its receipt of the CPAN, the civil penalty will be

reduced to \$473,110. Finally, the CPAN states that, if the Commission does not receive payment within ten days, the CPAN will convert into a Notice of Complaint to Appear and a hearing will be scheduled at which the Commission Staff will seek the “Total Amount” of \$946,220.¹ The CPAN also states that the Commission may order Respondent to cease and desist from violating statutes and Commission rules.²

2. The CPAN alleges that the Commission served the CPAN by U.S. certified mail on August 26, 2024.

3. On October 3, 2024, Trial Staff of the Commission entered its appearance in this proceeding.

4. Respondent has not paid any amount, much less the reduced civil penalty amount or the total civil penalty amount, of the CPAN.

5. On October 16, 2024, the Commission referred this proceeding by minute entry to an Administrative Law Judge (“ALJ”) for disposition. The proceeding was subsequently assigned to the undersigned ALJ.

6. On November 13, 2024, the ALJ issued Decision No. R24-0816-I that established a November 22, 2024 deadline for the parties to file one or more Statements Regarding Hearing identifying the parties’ preference for an in-person, remote, or hybrid hearing and, if a party prefers an in-person hearing, the preferred location of the hearing with an explanation of why the hearing should be conducted at the filer’s preferred location.

7. On November 22, 2024, Staff filed a Statement Regarding Hearing in which it stated that it prefers a remote hearing.

¹ CPAN No. 141018 at p. 19.

² *Id.*

8. On December 11, 2024, the ALJ issued Decision No R24-0896-I that scheduled a remote hearing for March 5, 2025, established deadlines of January 17, 2025 and February 14, 2025 for Staff and Respondent to file witness lists and exhibits, respectively, and set a deadline for Staff to file a statement identifying whether it is seeking to impose personal liability on Susan Steinberger, liability solely on Gary's Collision & Alignment Inc., or both.

9. On December 19, 2024, Staff filed a pleading stating that it is seeking to impose personal liability on Susan Steinberger.

10. On January 17, 2025, Staff timely filed its witness list and exhibits.

11. On February 14, 2025, the parties filed a Joint Motion to Approve the Joint Stipulation and Settlement Agreement and Waive Response Time ("Joint Motion") and attached the Joint Stipulation and Settlement Agreement ("Settlement Agreement").

12. Joint Motion and Settlement Agreement

13. The Joint Motion and Settlement Agreement state that Staff and Respondent have agreed upon a settlement that resolves all issues in the proceeding. According to Staff and Respondent, the Settlement Agreement promotes administrative efficiency by avoiding the expenditure of the time and expense necessary to hear this matter³ and is in the public interest.⁴ They also acknowledge that the Settlement Agreement will not have precedential effect on any other Commission matters.⁵

14. According to the terms of the Settlement Agreement, Respondent agrees to admit to liability for 68 violations of § 40-10.1-401(1)(a), C.R.S., for operating or offering to operate without a tow permit, and one violation of § 40-10.1-107(1), C.R.S., occurring on

³ Joint Motion at p. 4 (¶ 14).

⁴ Joint Motion at p. 4 (¶ 16); Settlement Agreement at p. 3 (¶ 8).

⁵ Joint Motion at p. 3 (¶ 9).

January 28, 2024, for failing to file evidence of the required financial responsibility with the Commission. In return, Staff agrees to dismiss the remaining 67 violations of § 40-10.1-107(1), C.R.S. alleged in the CPAN, and to reduce the penalty amount to \$25,000, which includes the 15 percent surcharge required by § 24-34-108, C.R.S. One factor that influenced Staff's decision to agree to the reduced penalty is that Respondent provided evidence that Respondent "maintained sufficient insurance coverage from January 28, 2024, through July 10, 2024, despite failing to file evidence of such coverage with the Commission."⁶ Respondent agrees to pay the \$25,000 either in person at the Commission or by depositing the payment in the United States mail, within 10 business days after the Commission's final order approving the Settlement Agreement.⁷

15. Additionally, Respondent also agrees that:

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.

16. Finally, in the Joint Motion, the parties request that the Commission issue an order approving the Settlement Agreement and waiving response time to the Joint Motion.

II. FINDINGS AND CONCLUSIONS

17. The undersigned ALJ finds good cause to grant the Joint Motion and accept the Settlement Agreement. It is found that Respondent's agreement to admit liability to the

⁶ *Id.* at p. 4 (¶ 17(b)).

⁷ Settlement Agreement at 2 (¶¶ 2-5).

69 counts stated above and pay a \$25,000 fine in exchange for the dismissal of the remaining counts alleged in the CPAN is fair, just, and in the public interest.

18. The ALJ further finds it in the public interest to conserve valuable resources by adopting the terms of the Settlement Agreement. Accordingly, the Settlement Agreement is approved. Approval of the Settlement Agreement will not have a precedential effect on other Commission matters.⁸

19. Therefore, pursuant to the terms of the Settlement Agreement, Respondent will be ordered to pay the \$25,000 either in person at the Commission or by depositing the payment in the United States mail, within 10 business days after the Commission's final order approving the Settlement Agreement. Failure to so pay the \$25,000 agreed to in the Settlement Agreement will result in Respondent's liability for the maximum penalty amount of \$98,670.00 for the remaining 69 violations, which shall be due immediately.

20. The request to waive response time to the Joint Motion is granted.

21. In accordance with § 40-6-109, C.R.S., it is recommended that the Commission enter the following order.

III. ORDER

A. The Commission Orders That:

1. For the reasons stated above, the Joint Motion to Approve the Comprehensive Settlement Agreement and Waive Response Time is granted.

2. The Comprehensive Settlement Agreement (Settlement Agreement) is accepted and approved. A copy of the Settlement Agreement, attached hereto as Appendix A, is

⁸ Settlement Agreement at p. 3 (¶ 7). See also *Colorado Ute Elec. Ass'n, Inc. v. PUC*, 602 P.2d 861, 865 (Colo. 1979); *B & M Serv., Inc. v. PUC*, 429 P.2d 293, 296 (Colo. 1967).

incorporated herein by reference. The parties shall comply with the terms of the Settlement Agreement.

3. Respondent shall pay the \$25,000 identified in the Settlement Agreement either in person at the Commission or by depositing the payment in the United States mail, within 10 business days after the Commission's final order approving the Settlement Agreement

4. The remote evidentiary hearing scheduled for March 5, 2025 is vacated.

5. Proceeding No. 24G-0360TO is closed.

6. 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.

7. 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.

- a. 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.
- b. 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.

8. 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

CONOR F. FARLEY

Administrative Law Judge

ATTEST: A TRUE COPY

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

Rebecca E. White,
Director