

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF
COLORADO

Proceeding No. 17G-0275HHG

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

SHAWN J. MARZAK DOING BUSINESS AS ALL AMERICAN MOVERS LLC,

Respondent.

STIPULATION AND SETTLEMENT AGREEMENT

Staff of the Public Utilities Commission ("Staff") and Respondent Shawn Marzak, d/b/a All American Movers LLC ("Respondent") (collectively, the "Parties") enter into this Stipulation and Settlement Agreement ("Agreement") in the above-referenced proceeding as a complete and final resolution of all issues that were or could have been raised in this proceeding. Shawn Marzak is the owner of All American Movers LLC and represents that he has authority to enter into settlement on behalf the company.

Background

On May 1, 2017, the Commission issued to Respondent Civil Penalty Assessment Notice No. 118178 (the "CPAN") seeking civil penalties of \$13,915 (or \$6,957.50 if paid within 10 days). The CPAN alleged one (1) violation of §40-10.1-

107(1), C.R.S. and one (1) violation of §40-10.1-502(1)(a), C.R.S. The CPAN was served, via certified mail, return receipt requested, on May 1, 2017.

Settlement Agreement

Staff and Respondent hereby stipulate and agree as follows:

1. Respondent admits liability to all violations set forth in the CPAN.
2. Respondent will obtain a PUC HHG permit and keep it in effect at all times while operating as an intrastate HHG mover.
3. Staff agrees to dismiss Count 1, §40-10.1-107(1) for failure to maintain and file evidence of financial responsibility in sums as required by the Commission.
4. Respondent agrees to pay the full amount of the fine on Count 2, §40-10.1-502(1)(a), which is operating and/or offering to operate as a mover in intrastate commerce without a PUC permit. The amount of the fine on Count 2 is \$1,265 and will be paid in a single payment.
5. This Agreement 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 \$1,265 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 is a single owner.

- c. Respondent applied for a PUC HHG permit on June 22, 2017.
- d. On July 10, 2017, Respondent provided proof that the required insurances (vehicle liability, general liability and cargo liability) were in effect at the time of the violations set forth in the CPAN.
- e. Respondent engaged Staff in settlement discussions and has been cooperative with Staff.
- f. Assessing Respondent a civil penalty of \$1,265 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 and surcharges from \$13,915 to \$1,265 is appropriate and in the public interest. The settlement amount consists of a \$1,100 penalty, plus a fifteen-percent (15%) surcharge of \$165 pursuant to § 24-34-108, C.R.S.

7. Respondent shall pay the total amount of \$1,265 within 15 days of the Commission's final order approving this Agreement.

8. 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.

9. Respondent's failure to complete its payment obligations as set forth in this Agreement also shall 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.

10. 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 (7) days of entry of such Order. In that event, this Agreement shall be void and this matter shall be set for hearing in Denver, Colorado.

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Executed this 18th day of JULY, 2017.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION


By: 
Cliff Hinson
Manager, Investigations and Compliance
Colorado Public Utilities Commission
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