

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF
COLORADO

Proceeding No. 18G-0144EC

Civil Penalty Assessment Notice No. 120880

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

AMT HOLDINGS, LLC, DOING BUSINESS AS ALL MOUNTAIN
TRANSPORTATION

Respondent.

STIPULATION AND SETTLEMENT AGREEMENT

Staff of the Public Utilities Commission (Staff) and Respondent AMT Holdings, LLC, doing business as All Mountain Transportation (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. John Thierfelder has authority to enter this Agreement on behalf of Respondent.

Background

1. On February 26, 2018, Staff issued Respondent Civil Penalty Assessment Notice No. 120880 (the CPAN) seeking civil penalties of \$13,915 (or \$6,957.50 if paid within 10 days). Count one of the CPAN alleged one violation of §

40-10.1-017(1), and count two alleged one violation of 40-10.1-302(1)(a). The CPAN was served via certified mail on March 6, 2018.

Settlement Agreement

2. Staff and Respondent hereby stipulate and agree as follows:
3. Staff agrees to dismiss count one of the CPAN, making the new amount of the CPAN \$1,265.00.
4. Respondent admits liability to the remaining violation contained in the CPAN.
5. Respondent agrees to comply with all Colorado and federal statutes and rules concerning Safety Performance History Checks, Motor Vehicle Record Checks, Medical Examination Requirements, Daily Vehicle Inspection Reports, Drug and Alcohol Testing, Commercial Drivers Licensing Requirements, and the submittal of fingerprints for background checks.
6. The Agreement herein 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 \$632.50 under the terms in this

Agreement. In reducing the penalty, Staff considered the following mitigating factors pursuant to Commission Rule 1302(b):

- a. Respondent contacted Staff within 10 days of receipt of the CPAN and actively engaged in efforts to resolve this matter.
- b. Respondent provided documentation showing he had active commercial liability insurance on the date of the violation.
- c. The amount of the full CPAN would cause financial hardship on respondent.
- d. Respondent understands he must yearly renew his current permit in order to provide transportation.

7. In consideration of Respondent's admission of liability, and for the reasons expressed above, Staff agrees dismissing count one of the CPAN and reducing the amount of the civil penalty for the remaining violation from \$1,265.00 to \$632.50 is appropriate and in the public interest. This \$632.50 settlement amount consists of a \$550 penalty, plus a fifteen-percent surcharge of \$85.50 pursuant to § 24-34-108(2) C.R.S.

8. Respondent shall pay the total amount of \$632.50 in one payment.

9. If Respondent fails to make the payment when due, Respondent shall be liable for the full civil penalty amount of \$13,915.00 less any payments made, which amount will be due immediately.

10. Respondent further agrees that if, during any investigation(s) conducted by Staff within twelve months of the date of a Commission final order in this proceeding, the Commission finds any violations of rules or statutes concerning any of the admitted violations, Respondent shall be liable for the full civil penalty, less payments made. In

this event, the remaining full civil penalty will be due immediately. Respondent and Staff agree that the specific intent of this provision is to prevent further violations of the Public Utilities Laws and Commission Rules, both federal and state.

11. 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.

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

13. 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 days of entry of such Order. In that event, this Agreement shall be void and this matter shall be set for hearing.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Executed this ____ day of May, 2018.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

By: _____

Anthony Cummings
Lead Criminal Investigator, Investigations and Compliance
Colorado Public Utilities Commission
1560 Broadway Suite 250
Denver, Colorado 80202

AMT Holdings, LLC, doing business as All Mountain Transportation

By: _____

John Thierfelder, Managing Member
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Approved as to form:

CYNTHIA H. COFFMAN
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By: /s/ Jennifer Gilbert

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