

Stipulation and Settlement Agreement

This Stipulation and Settlement Agreement is entered into by and between Trial Staff of the Colorado Public Utilities Commission (“Staff” and “Commission”) and (“Respondent”) as a result of Docket No. 11G-093HHG in which the Respondent was cited in a civil penalty notice assessment for alleged violations of Colorado Revised Statute § 40-14-103(1) .

1. This Respondent admits liability to all violations in CPAN No. 95226—that is, Violation No. 1 which is attached as Exhibit A.
2. This Agreement has been reached in consideration of Respondent’s admission of liability in Paragraph 1, above, and in the spirit of compromise and in light of the uncertainties of trial, and to avoid the costly expense of litigation. The Parties also agree that this Agreement promotes administrative efficiency by avoiding the time and expense that would be necessarily devoted to a full hearing on this matter, as well as in consideration of the amount of monies that would have been spent by either party on attorney’s fees and costs. For these reasons and the reasons set out in Paragraph 7 below, The Parties have agreed to a reduction in the amount of the civil penalty from \$1210.00 to \$600.00, payable in six monthly installments of \$100.00 each. These amounts include the 10% surcharge pursuant to C.R.S. § 24-34-108.
3. Respondent agrees to pay the first installment of \$100.00 to the Colorado Public Utilities Commission within ten days of a final decision of the Commission in this case. Respondent further agrees to pay the second installment of \$100.00 within 40 days of the final Commission decision, the third installment within 70 days of the final Commission decision, the fourth installment within 100 days of the final Commission decision, the fifth installment within 130 days of the final Commission decision and the final installment within 160 days of the final Commission decision. Respondent has recognized that failure to comply with the any payment under payment plan established herein will result in the full CPAN amount of \$ 1,210.00 being due and payable immediately, less any payments, if any, made to that point, without any further hearing.
4. Respondent agrees and stipulates that failure to pay the settlement amount as agreed shall also be deemed as a waiver by Respondent of any and all rights to file exceptions and/or to all rights to file a request for rehearing, reargument and reconsideration or any other form of appeal with the Commission or any court in Colorado. This result will mean that no additional administrative or adjudicatory time and expense will be incurred by the Commission, Staff and/or the Respondent.
5. Respondent further agrees that if during any investigations conducted by the Staff of the Commission within two years of the date of a Commission final order in this docket,

should any violation for the Count in which the Respondent has admitted liability be found, Respondent shall be liable for the full amount pertaining to this docket of \$1210.00, less any payments made in accordance with paragraph 3 above. In the event such violation occurs, such payment will be due immediately. Respondent and Staff agree that the specific intent of paragraph 5 is to prevent further violations of Commission rules.

6. In addition to the reasons expressed in paragraph 1, 2, and 3 above, Staff and Respondent have agreed to the following stipulation of facts to be considered by the ALJ for consideration of approval of this agreement pursuant to Commission Rule 1302(b):
 - a. The Respondent has stated that he has ceased all advertising, offering and performing household goods moving services.
 - b. The Respondent has admitted to the maximum level of culpability for the violation.
 - c. The Respondent is no longer working and is on a limited budget based on Social Security disability benefits.
 - d. Respondent is in poor physical condition and is unemployed.
7. The Parties agree that all matters that were raised or could have been raised in this docket relating to the issues specifically identified and addressed herein have been resolved by the Stipulation and Agreement. This Stipulation and 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 a further order issued by the Public Utilities Commission.

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Settlement Agreement
Exhibit 1 – Motion to Approve Settlement
Docket 11G-093HHG
Page 3 of 3

EXECUTED this 8 th day of MARCH 2011.

Approved as to form:

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

JOHN W. SUTHERS, ATTORNEY GENERAL

By: _____
Robert Laws

By: *Jean S. Watson-Weidner*
Jean S. Watson-Weidner, #21036*

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*Counsel of Record

Mark Thackeray, d.b.a. Mark Thackeray's Moving

By: _____

Mark Thackeray, owner, operator and agent for Mark Thackeray's moving and in his individual capacity.
400 West South Boulder Road, Lot #18,
Louisville, CO 80227
Telephone: _____

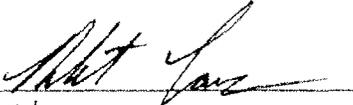
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JOHN W. SUTHERS, ATTORNEY GENERAL

By: 
Robert Laws

By: _____
Jean S. Watson-Weidner, #21036*

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Denver, Colorado 80202

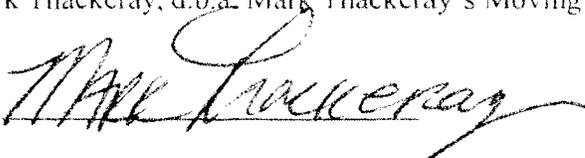
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