

Settlement Agreement  
Exhibit 1 – Motion to Approve Settlement  
Docket 12G-077CP  
Page 1 of 4

### **Stipulation and Settlement Agreement**

This Stipulation and Settlement Agreement is entered into by and between Trial Staff of the Commission (“Staff”) and Robert Woodring also known as Tri Star Transportation (“Respondent”) as a result of Docket No. 12G-077CP in which the Respondent was cited in a civil penalty notice assessment for alleged violations of C.R.S. § 40-10.1-201(1), Commission Rule 6007(a)(I) or Rule 6007(b)(I)(B), and Commission Rule 6007(f)(I)(A) of the Transportation Rules of the Colorado Public Utilities Commission (“Colorado Commission” or “Commission”).

1. This Respondent admits liability to violation of C.R.S. § 40-10.1-201(1), Commission Rule 6007(a)(I), and Commission Rule 6007(f)(I)(A) as found in CPAN No. 102804, which is attached as Exhibit 2.
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 \$13,612.50 to \$1,512.50. These amounts include the 10% surcharge pursuant to C.R.S. § 24-34-108, which will be used to fund the development, implementation and maintenance of a consumer outreach.
3. The Respondent agrees to pay \$1,512.50 in ten monthly installments of \$151.25 each, with the first payment due on or before sixty (60) days of the Commission final decision<sup>1</sup>, with the remaining nine payments due every thirty (30) days thereafter until paid in full.<sup>2</sup>

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<sup>1</sup> For purposes of this Agreement, a final Commission decision shall mean the date when the Recommended Decision of the ALJ approving or modifying this Stipulation and Agreement becomes a decision of the Commission.

<sup>2</sup> The Parties reached agreement on when the first payment would be due as a result of recent medical concerns of Respondent.

4. The Respondent agrees that failure to comply with the payment plan established herein and to complete all obligations as set forth in this stipulation and settlement agreement will result in the Commission Staff having a right to file a notice seeking an order that the full CPAN amount of \$13,612.50 being due and payable immediately, less any payments, if any, made to that point, without any further hearing or administrative or adjudicatory process. Within seven (7) days of Commission Staff's notice, Respondent shall file evidence of timely compliance with the payment plan.
5. Respondent agrees and stipulates that failure to pay each and every settlement payment amount in the amount set forth above, or in full, 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. This result will mean that no additional administrative or adjudicatory time and expense be incurred by the Commission, Staff and/or the Respondent.
6. 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 violations for any of the Counts in which the Respondent has admitted liability be found after notice and hearing, Respondent shall be liable for the full amount pertaining to this docket of \$13,612.50, less any payments made in accordance with paragraph 3 above. In the event such occurs, such payment will be due immediately. Respondent and Staff agree that the specific intent of paragraph 6 is to prevent further violations of Commission rules.
7. In addition to the reasons expressed in paragraphs 1 through 6 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 violations admitted to by the Respondent occurred after an investigation by Staff of the Commission, to determine if Respondent was operating as a common carrier without an appropriate certificate of public convenience and necessity from the Commission. The investigation was conducted by Commission Investigator Monita Pacheco as part of her regular duties as a criminal investigator for the Colorado Public Utilities Commission.
  - b. The Respondent has admitted to the maximum level of culpability for the violations.
  - c. The Respondent has no history of prior offenses.
  - d. The Respondent immediately began corrective action. The Respondent ceased all common carrier operations upon issuance of the CPAN.

e. Respondent has fully cooperated with Staff in resolution of this matter. Respondent initiated contact with Staff of the Commission prior to the hearing date to begin discussions on settlement and corrective actions that it needed to take to be in compliance with Colorado Statutes and Commission Rules.

8. Respondent agrees that the Order approving this Stipulation and Settlement Agreement shall include an order to cease and desist pursuant to C.R.S. § 40-10.1-112. Respondent shall cease and desist from operating as a common carrier under Title 40, Article 10.1, until Respondent has obtained from the Commission a certificate declaring that the present or future public convenience and necessity requires or will require such operation.

9. 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.

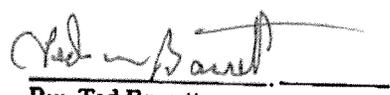
10. In the event that this Agreement is modified or not approved in its entirety in a manner that is unacceptable to either Staff or Respondent, at that Party's option, he or it may withdraw from this Agreement by providing notice within seven (7) days of entry of the Order to the other Party and to the Commission. In that event, the Parties agree that this matter shall be set for hearing.

**EXECUTED** this 20th day of April 2012.

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RICHARD L. GARNETT PC  
005/005

**STAFF OF THE COLORADO PUBLIC UTILITIES COMMISSION**



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**APPROVED AS TO FORM:**

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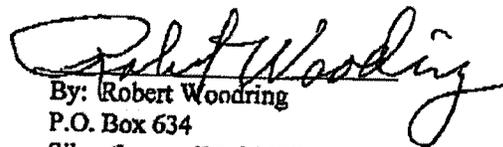


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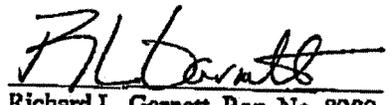
**ROBERT WOODRING, RESPONDENT**



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**APPROVED AS TO FORM:**

**RICHARD L. GARNETT PC**



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R.L.G.  
ETC