

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

Proceeding No. 14G-1100HHG

Civil Penalty Assessment Notice No. 110701

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

ALL STAR MOVING LLC,

Respondent.

STIPULATION AND SETTLEMENT AGREEMENT

Staff of the Public Utilities Commission ("Staff") and Respondent All Star Moving 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. Monzell Barnett, owner of Respondent, has authority to enter into settlement on behalf of Respondent.

Background

On November 10, 2014, Staff issued to Respondent Civil Penalty Assessment Notice No. 110701 (the "CPAN") seeking civil penalties of \$13,310.00 (or \$6,655.00 if paid within 10 days). The CPAN alleged one violation of section 40-10.1-502(1)(a), C.R.S. (operating as a mover without a valid permit), and one violation of section 40-10.1-107(1), C.R.S. (failure to maintain and file with the Commission evidence of

financial responsibility). The allegations in the CPAN stemmed from Staff's investigation of a household goods ("HHG") move that Respondent conducted on September 29, 2014. The CPAN was served by certified mail on November 12, 2014.

Settlement Agreement

Staff and Respondent hereby stipulate and agree as follows:

1. Upon proof that Respondent had the insurance coverage required by Commission rule at the time of the September 29, 2014 move, Staff agrees to dismiss the violation of section 40-10.1-107(1), C.R.S., count no. 2 in the CPAN.

2. Respondent admits liability to the remaining violation in the CPAN.

3. Respondent agrees to comply with all Colorado and federal statutes and rules, and specifically with the Colorado statutes concerning operating without a valid permit as well as maintaining and filing financial responsibility.

4. The Agreement herein has been reached in the spirit of compromise, in light of the uncertainties of trial, and 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 Respondent to pay a civil penalty in the amount of \$605.00 under the terms in this Agreement. In reducing the penalty, Staff considered the following mitigating factors pursuant to Commission Rule 1302(b):

- a. Upon receiving the CPAN, Respondent immediately contacted Staff to resolve the matter.
- b. Respondent provided evidence of the required insurance coverage, which insurance coverage was in place at the time of the move that led to issuance of the CPAN.

- c. Respondent admits the maximum level of culpability for the remaining violation in the CPAN.
- d. Respondent has applied to renew his permit to operate as a HHG mover, which application is pending subject to Respondent filing with the Commission evidence of financial responsibility. Respondent is actively working with his insurance agent to have the insurance forms in place.
- e. Assessing Respondent a civil penalty of \$605.00 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.

5. In consideration of Respondent's admission of liability, and for the reasons expressed above, Staff agrees reducing the amount of the civil penalty from \$13,310.00 to \$605.00 is appropriate and in the public interest. This \$605.00 settlement amount consists of a \$550.00 penalty, plus a ten-percent surcharge of \$55.00 pursuant to section 24-34-108, C.R.S.

6. Respondent shall pay the total amount of \$605.00 within 10 days of the Commission's final order approving this settlement agreement

7. If Respondent fails to make the payment when due, Respondent will be liable for the full civil penalty amount of \$13,310.00, which will be due immediately.

8. Respondent further agrees that if, during any investigation conducted by Staff within twelve months of the date of a Commission final order in this proceeding, the Commission finds any violations of section 40-10.1-502(1)(a), C.R.S. and/or section 40-10.1-107(1), C.R.S., then 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 the specific intent of this provision is to prevent further violations of the Public Utilities Laws and Commission Rules.

9. 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 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.

10. 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.

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

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Executed this 5 day of December, 2014.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

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