

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

PROCEEDING NO. 19G-0526TO

Civil Penalty Assessment Notice: 124673-CPAN

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

TOWING OPERATIONS, LLC D.B.A. WYATT'S TOWING,

Respondent.

STIPULATION AND SETTLEMENT AGREEMENT

Staff of the Public Utilities Commission (Staff) and Respondent Towing Operations, LLC d/b/a Wyatt's Towing (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. Troy Porrás has authority to enter this Agreement on behalf of Respondent.

Background

1. On September 23, 2019, Staff issued Respondent Civil Penalty Assessment Notice No. 124673 (the CPAN) seeking civil penalties of \$1,265.00 (or \$632.50 if paid within 10 days). Count one of the CPAN alleged one violation of 4

CCR 723-6-6508(b)(I). The CPAN was served via certified mail on September 25, 2019.

Settlement Agreement

Staff and Respondent hereby stipulate and agree as follows:

2. Respondent admits liability to the violation contained in the CPAN.
3. 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.

A. Staff will agree to consider the following mitigating factors, pursuant to Commission Rule 1302(b), in reducing the penalty amount:

- i. The Respondent contacted the PUC within 10 days to resolve this proceeding;
- ii. The Respondent actively worked with the PUC to discuss the issues that led to the CPAN and to resolve the CPAN;
- iii. The Respondent was at a disadvantage in this case because the investigators involved in the case departed the PUC after the CPAN was issued. Communication issues between Respondent and Staff led to a delay in

resolving the CPAN beyond the 10 day period provided for
in the CPAN.

B. Performance by the Respondent

- i. The Respondent will pay one-half of the total amount of the CPAN or \$550.00, plus \$82.50, for a total penalty amount of \$632.50.
- ii. The Respondent will pay the penalty amount on one lump sum of \$632.50 within 14 days after the Settlement Agreement becomes an order of the Commission.
- iii. The Respondent agrees that it will comply with the requirements of 4 CCR 723-6-6508(b)(I).
- iv. If the Respondent violates any of the terms in this Settlement Agreement, the full amount of the balance owed for the penalty will be due and owing immediately.

4. 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.

5. 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.

6. 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 November, 2019.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

By: Brian K. Chesher 11.7.2019

Brian K. Chesher
Chief of Transportation
Colorado Public Utilities Commission
1560 Broadway Suite 250
Denver, Colorado 80202

Towing Operations LLC d/b/a Wyatt's Towing

By: _____

Troy Porras
13202 E Adams Aircraft Cir.
Englewood, CO 80112

Approved as to form:

PHILIP J. WEISER
Attorney General

By: /s/ Aaron Neptune

Aaron Neptune, Atty No. 45162
Assistant Attorney General
Revenue and Utilities Section
Colorado Department of Law
1300 Broadway, 8th Floor
Denver, Colorado 80203
Phone: (720) 508-6427
Email: Aaron.Neptune@coag.gov
*Counsel for Staff of the
Public Utilities Commission*

Mark T. Valentine
Keyes & Fox, LLP
1580 Lincoln Street, Suite 880
Denver, CO 80203
mvalentine@keyesfox.com
Attorney for Respondent, Towing Operations LLC

Executed this 19th day of November, 2019.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

By: _____
Brian K. Chesher
Chief of Transportation
Colorado Public Utilities Commission
1560 Broadway Suite 250
Denver, Colorado 80202

Towing Operations, LLC d/b/a Wyatt's Towing

By: _____
Troy Porras
13202 E Adams Aircraft Cir.
Englewood, CO 80112

Approved as to form:

PHILIP J. WEISER
Attorney General

By: _____
Aaron Neptune, Atty No. 45162
Assistant Attorney General
Revenue and Utilities Section
Colorado Department of Law
1300 Broadway, 8th Floor
Denver, Colorado 80203
Phone: (720) 508-6427
Email: Aaron.Neptune@coag.gov
*Counsel for Staff of the
Public Utilities Commission*

By: _____
Mark T. Valentine
Keyes & Fox, LLP
1580 Lincoln Street, Suite 880
Denver, CO 80203
mvalentine@keyesfox.com
Attorney for Respondent, Towing Operations, LLC