

### Stipulation and Settlement Agreement

This Stipulation and Settlement Agreement is entered into by and between Trial Staff of the Commission (Staff) and B.O.S.S. Movers, LLC and Kenneth Todd, Respondents, (collectively, Respondents) as a result of Docket NO. 09G-088HHG in which the Respondents were cited in a civil penalty assessment notice (CPAN) for violation of § 40-14-103 of the *Colorado Revised Statutes* (C.R.S.) and the Transportation Rules of the Colorado Public Utilities Commission (Commission), and in particular Rule 4 *Code of Colorado Regulations* (CCR) 723-6-6007, subsections (a) and (b).

1. The Respondents admit liability to all violations in CPAN No. 90074, which is attached as Exhibit A.
2. This Agreement has been reached in consideration of Respondents' admission of liability in subparagraph 1, above, 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 for the reasons further described in paragraph 5 below, the Parties have agreed to a reduction in the amount of the civil penalty from \$14,547.50 to \$1,100.00.
3. The Respondents have agreed to make full payment of the negotiated settlement amount of \$1,100.00 in two installments. The first installment of \$550.00 is due within thirty (30) days of the Commission final order, and the second installment is due on or before October 31, 2009. Respondents recognize that failure to timely make both installment payments will result in Respondents being liable for the full penalty amount of \$14,547.50, less any payments made, without any further hearing. Respondents agree and stipulate that failure to pay the settlement amount described above 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.

4. As an additional condition of this negotiated settlement, Respondents agree that if they, or either of them, are found, in any future civil penalty case, to be in violation of offering, advertising or operating as a mover of household goods in the State of Colorado in the future and failing to abide by § 40-14-103, C.R.S. (proper registration as a mover of household goods) and Commission Rule 4 CCR 723-6-6007, subsections (a) and (b) (maintaining required insurance as a transportation carrier) which are the underlying violations in this docket, then any portion of \$14,547.50 of the civil penalty originally assessed by CPAN 90074 still unpaid at that time shall immediately become due and payable without any further hearing, in addition to any penalty that results from the future failure to register as a mover of household goods and maintain the required insurance.
5. In addition to the reasons expressed in paragraph 1, 2, 3, and 4 above, Staff and Respondents have agreed to the following stipulation of facts to be considered by the Administrative Law Judge for consideration of approval of this agreement pursuant to Commission Rule 723-1-1302 (b):
  - a. The violation admitted to by the Respondents occurred during a routine safety and compliance investigation by Staff of the Commission. This safety and compliance investigation was conducted by Commission Investigators Monita Pacheco and John Opeka on February 6, 2009, at Fort Collins, Colorado, as part of their regular duties as criminal investigators for the Commission. Both parties agree that § 40-14-103, C.R.S., and Commission Rule 723-6-6007 apply. Section 40-14-103 specifies that no person shall operate as a mover upon the public highways of this state without first being registered with the Commission. Pursuant to §§ 40-14-112 and 40-7-113, C.R.S., a violation of § 40-14-103, C.R.S., is punishable by a civil penalty of up to \$1,100.00. Rule 723-6-6007, subsection (a) specifies that movers of household goods must maintain motor vehicle liability insurance coverage, cargo liability coverage, and general liability coverage. Rule 723-6-6007, subsection (b) prescribes the levels and specific terms of coverage required for movers of household goods. Commission Rule 723-6-6016 prescribes the penalties for violations of Rule 723-6-6007.
  - b. The Respondents have no record of prior violations of any kind at the Commission.
  - c. The Parties stipulate that the Respondents have, as of the date of this agreement, discontinued operating as movers of household goods
  - d. The Parties also stipulate to the fact that the Respondents operate as a very modest business enterprise and that, having now discontinued offering,

advertising and operating as movers of household goods, a large civil penalty would represent a severe hardship. Respondents have admitted to the violation cited in the CPAN and therefore the Parties agree that mitigation of the maximum fine is appropriate.

6. 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 an further order issued by the Public Utilities Commission.

EXECUTED this 11 day of May, 2009.

STAFF OF THE COLORADO  
PUBLIC UTILITIES COMMISSION

By: 

Robert Laws  
1560 Broadway, Suite 250  
Denver, Colorado 80202  
  
Senior Criminal Investigator  
Colorado Public Utilities Commission

*Approved as to form:*

JOHN W. SUTHERS, ATTORNEY GENERAL

By: 

Keith J. Kirchubel, #37037\*  
Assistant Attorney General  
Business and Licensing Section  
1525 Sherman Street, 5th Floor  
Denver, Colorado 80203  
Telephone: (303) 866-5141  
Facsimile: (303) 866-5395

**COUNSEL FOR STAFF OF THE  
PUBLIC UTILITIES COMMISSION**

\*Counsel of Record

B.O.S.S. MOVERS, LLC, and KENNETH TODD

By: 

Kenneth Todd, individually and in his capacity as Principal of B.O.S.S. Movers, LLC  
508 9<sup>th</sup> Street  
Fort Collins, CO 80524  
(970) 690-3394

# CIVIL PENALTY ASSESSMENT NOTICE OR NOTICE OF COMPLAINT TO APPEAR

No. 90074-CPAN

Public Utilities Commission of the State of Colorado (Complainant)

v.

Kenneth Todd, individually, and in his capacity as Principal of B.O.S.S. Movers, L.L.C., and B.O.S.S. Movers, L.L.C. (Respondent)

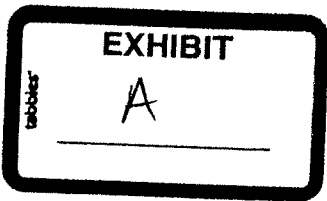
PUC Authority Number(s): none

Physical Address: 508 9<sup>th</sup> Street, Fort Collins, CO 80524  
 Mailing Address: 508 9<sup>th</sup> Street, Fort Collins, CO 80524

No.	Date of Violation	Violation Cite	Nature of Violation	Place of Violation	Penalty	Penalty + 15% Surcharge	Penalty If Paid Within 10 Days	10 Day Penalty +15% Surcharge
1	February 6, 2009	C.R.S. 40-14-103	Operated as a mover without being registered with the Commission.	Ft. Collins, CO	\$1,100.00	\$1,265.00	\$550.00	\$632.50
2	February 6, 2009	4 CCR 723-6-6007(a)(I) or 4 CCR 723-6-6007(b)(I)(B)	Operated as a transportation carrier without insurance.	Ft. Collins, CO	\$11,000,000	\$12,650.00	\$5,500.00	\$6,325.00
3	February 6, 2009	4 CCR 723-6-6007(a)(II) or 4 CCR 723-6-6007(b)(II)(C)	Operated as a mover without cargo insurance.	Ft. Collins, CO	\$275.00	\$316.25	\$137.50	\$158.13
4	February 6, 2009	4 CCR 723-6-6007(a)(IV) or 4 CCR 723-6-6007(b)(IV)	Operated as a mover without general liability insurance.	Ft. Collins, CO	\$275.00	\$316.25	\$137.50	\$158.13

**Total Amount : \$14,547.50**

**Total Amount If Paid Within 10 Days: \$7273.76**



THIS IS A LEGAL DOCUMENT -- PLEASE READ ALL ENCLOSED INFORMATION

# CIVIL PENALTY ASSESSMENT NOTICE OR NOTICE OF COMPLAINT TO APPEAR

No. 90074-CPAN

I HEREBY ACKNOWLEDGE RECEIPT OF THIS NOTICE.

\_\_\_\_\_  
*Respondent's Signature*

\_\_\_\_\_  
*Date*

The undersigned has probable cause to believe that the Respondent committed the violation(s) cited.

**M.C. Pacheco #5136**

*Print name*

\_\_\_\_\_  
*Signature*

**February 6, 2009**

\_\_\_\_\_  
*Date*

### **Service**

(For Commission use only – completed upon affecting service). The undersigned affirms that a copy of this Civil Penalty Assessment Notice or Notice of Complaint to Appear was duly served upon the respondent by:

(  ) personal service; or

(  ) certified mail, return receipt requested.

**M.C. Pacheco #5136**

*Print name*

\_\_\_\_\_  
*Signature*

**February 6, 2009**

\_\_\_\_\_  
*Date*

THIS IS A LEGAL DOCUMENT -- PLEASE READ ALL ENCLOSED INFORMATION

# CIVIL PENALTY ASSESSMENT NOTICE OR NOTICE OF COMPLAINT TO APPEAR

No. 90074-CPAN

The notice you have received is called a Civil Penalty Assessment Notice or Notice of Complaint to Appear. The penalty for the alleged violation(s) is described on the preceding page(s). It is the prescribed penalty for the stated violation(s) as required by law and specified in the Public Utilities Commission's rules, and may be an enhanced penalty pursuant to § 40-7-113(3) or (4), C.R.S. **Pursuant to § 24-34-108, C.R.S., a surcharge in the amount of fifteen percent will be added to all penalty assessments collected.** This surcharge will be used to fund the development, implementation and maintenance of a consumer outreach and education program. Your payment may be made by money order or check. Do not mail cash. If payment is made by mail, the date of payment is the postmarked date. You may pay this penalty by mail or in person at:

Public Utilities Commission, 1560 Broadway, Suite 250, Denver, CO 80202

You have four options regarding this civil penalty:

1. Within ten days of receipt of this Civil Penalty Assessment Notice, you may pay the reduced total amount shown in the "Total Amount If Paid Within 10 Days" section above, which the Public Utilities Commission will accept as payment in full, with surcharge, and as your acknowledgement that you are liable for the violations herein.

UPON PAYMENT OF THIS ASSESSMENT, I ACKNOWLEDGE LIABILITY OF ALL VIOLATIONS  
HEREIN.

\_\_\_\_\_  
*Respondent's signature*

2. Within ten days of receipt of this Civil Penalty Assessment Notice, you may pay the reduced total amount on certain violations, but contest the remaining violations, by providing the following:

UPON PAYMENT, I ACKNOWLEDGE LIABILITY ON THE FOLLOWING VIOLATION NUMBERS:

\_\_\_\_\_  
I AM REQUESTING A HEARING ON THE FOLLOWING CONTESTED VIOLATION NUMBERS:

\_\_\_\_\_  
Enclose payment of the reduced amount(s) shown in the "10 Day Penalty + 15% Surcharge" column for each acknowledged violation. The Public Utilities Commission will accept your payment as payment in full, with surcharge, and as your acknowledgement that you are liable for the violations for which payment is made.

\_\_\_\_\_  
*Respondent's signature*

3. After ten days of receipt of this Civil Penalty Assessment Notice, you may avoid a hearing in this matter, at any time prior to the hearing, if you pay the full total amount shown in the "Total Amount" section. The Public Utilities Commission will accept your payment as payment in full, with surcharge, and as your acknowledgement that you are liable for the violations herein.

UPON PAYMENT OF THIS ASSESSMENT, I ACKNOWLEDGE LIABILITY OF ALL VIOLATIONS  
HEREIN.

\_\_\_\_\_  
*Respondent's signature*

4. If you wish to contest the entire civil penalty, or if the civil penalty assessment is not paid within ten days of receipt of this notice, then you must contact the Public Utilities Commission by 4:00 p.m. of the 15th day after receipt of this notice to set the alleged violation(s) for hearing. Call the P.U.C. at 800/888-0170, ext. 2884, or 303/894-2884. If you fail to contact the Commission, this document becomes a Complaint to Appear Notice and the Commission will set the hearing date without any preference to your wishes. You will be notified about the hearing date. If you are under 18 years of age, you must be accompanied by a parent or a guardian at the hearing.

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