

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO  
Proceeding No. 25G-0167TO

Civil Penalty Assessment Notice: 140755-CPAN

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,  
Complainant,

v.  
Ahmed Koon in his capacity as owner/operator of 24/7 Recovery and Towing LLC,  
Respondent.

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**COMPREHENSIVE SETTLEMENT AGREEMENT**

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This Comprehensive Settlement Agreement ("Settlement Agreement" or "Agreement") is entered between Trial Staff of the Public Utilities Commission ("Staff") and Ahmed Koon dba 24/7 Recovery and Towing LLC, ("Respondent") (each a "Settling Party" and collectively the "Settling Parties"), pursuant to Rule 1408 of the Commission's Rules of Practice and Procedure, 4 CCR 723-1. This Settlement Agreement resolves all issues raised in this proceeding. Staff and Respondent hereby agree as follows:

**Settlement Agreement**

1. Respondent admits to violations of 40-10.1-107(1) and 40-10.1-401(1)(a), C.R.S. as set forth in CPAN No. 140755.
2. In consideration of Respondent's admission of liability, the Settling Parties agree that Respondent will pay a reduced amount of \$1,100. This settlement amount includes the civil penalty and the 15 percent surcharge.
3. Respondent will also pay a refund in the amount of \$750 to the owner of the towed vehicle.
4. Respondent shall pay the amounts required under this Settlement Agreement within 60 days of the Commission's final order approving this Agreement.
5. If Respondent fails to timely make the payments required under this Settlement Agreement, Respondent shall be liable for the full penalty amount of \$13,915.00 less any payments made, which shall be due immediately.

**General Provisions**

1. The Settling Parties agree the provisions of this Settlement Agreement, as well as the negotiation process undertaken to reach this Settlement Agreement, are just, reasonable, and consistent with and not contrary to the public interest and should be approved and authorized by the Commission.
2. The discussions among the Settling Parties that produced this Settlement Agreement have been conducted in accordance with Rule 408 of the Colorado Rules of Evidence. Nothing in this Settlement Agreement shall constitute a waiver by any Settling Party with respect to any matter not specifically addressed in this Settlement Agreement.
3. The Settling Parties agree to use good faith efforts to support all aspects of the Settlement Agreement embodied in this document in any hearing conducted to determine whether the Commission should approve this Settlement Agreement, and/or in any other hearing, proceeding, or judicial review relating to this Settlement Agreement or the implementation or enforcement of its terms and conditions. Each Settling Party also agrees that, except as expressly

provided in this Settlement Agreement, it will take no formal action in any administrative or judicial proceeding that would have the effect, directly or indirectly, of contravening the provisions or purposes of this Settlement Agreement. However, except as expressly provided herein, each Settling Party expressly reserves the right to advocate positions different from those stated in this Settlement Agreement in any proceeding other than one necessary to obtain approval of, or to implement or enforce, this Settlement Agreement or its terms and conditions.

4. The Settling Parties do not believe any waiver or variance of Commission rules is required to effectuate this Settlement Agreement but agree jointly to apply to the Commission for a waiver of compliance with any requirements of the Commission's Rules and Regulations if necessary to permit all provisions of this Settlement Agreement to be approved, carried out, and effectuated.

5. This Settlement Agreement does not constitute agreement, by any Settling Party, that any principle or methodology contained within or used to reach this Settlement Agreement may be applied to any situation other than this proceeding, except as expressly set forth herein.

6. This Settlement Agreement is an integrated agreement that may not be altered by the unilateral determination of any Settling Party. There are no terms, representations or agreements among the parties which are not set forth in this Settlement Agreement.

7. This Settlement Agreement shall not become effective until the Commission issues a final decision addressing the Settlement Agreement. In the event the Commission modifies this Settlement Agreement in a manner unacceptable to any Settling Party, that Settling Party may withdraw from the Settlement Agreement and shall so notify the Commission and the other Settling Parties in writing within ten (10) days of the date of the Commission order. In the event a Settling Party exercises its right to withdraw from the Settlement Agreement, this Settlement Agreement shall be null and void and of no effect in this or any other proceeding.

8. This Settlement Agreement may be executed in counterparts, all of which when taken together shall constitute the entire Agreement with respect to the issues addressed by this Settlement Agreement. This Settlement Agreement may be executed and delivered electronically, and the Settling Parties agree that such electronic execution and delivery, whether executed in counterparts or collectively, shall have the same force and effect as delivery of an original document with original signatures, and that each Settling Party may use such facsimile signatures as evidence of the execution and delivery of this Settlement Agreement by the Settling Parties to the same extent that an original signature could be used.

Dated: June 25, 2025

Agreed to on behalf of:  
**TRIAL STAFF OF THE COLORADO PUBLIC  
UTILITIES COMMISSION**

**Appendix A**  
**Decision No. R25-0510**  
**Proceeding No. 25G-0167TO**  
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Lloyd Swint

By: \_\_\_\_\_

Lloyd Swint  
Colorado Public Utilities Commission  
1560 Broadway, Suite 250  
Denver, Colorado 80202

**Ahmed Koon dba 24/7 Recovery and Towing  
LLC**

By: \_\_\_\_\_

Ahmed Koon  
Owner  
24/7 Recovery and Towing LLC  
11760 E. Asbury Ave.  
Aurora, CO 80014

Approved and Forth

PHILIP J. WILSON  
Attorney General

/s/ Joshua Horman  
Joshua Horman #55146  
Aileen Chong #56439\*  
Assistant Attorneys General  
Revenue and Regulatory Law Section

*Attorneys for Trial Staff of the Public Utilities  
Commission*

Ralph L. Carr Colorado Judicial Center  
1300 Broadway, 8th Floor  
Denver, Colorado 80203  
Telephone: (720) 508-6331 (Horman)  
Telephone: (720) 508-6330 (Chong)  
Email: Josh.Horman@coag.gov  
Email: Aileen.Chong@coag.gov  
\*Counsel of Record