

BEFORE THE ATTORNEY GENERAL AND  
THE ADMINISTRATOR, CFDCPA  
STATE OF COLORADO

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STIPULATION AND FINAL AGENCY ORDER

-and-

ASSURANCE OF DISCONTINUANCE

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IN THE MATTER OF:

PARKING REVENUE RECOVERY SERVICES, INC.

Respondent.

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THIS STIPULATION AND FINAL AGENCY ORDER is entered under C.R.S. § 5-16-127 ("Stipulation" or "Order") by the Administrator of the Colorado Fair Debt Collection Practices Act ("Administrator"), C.R.S. § 5-16-101, *et seq.* ("CFDCPA") ("Administrator"). The order is stipulated to by Respondent Parking Revenue Recovery Services, Inc. ("Respondent" or "PRRS") to resolve the issues arising from Respondent's alleged violations of the CFDCPA described herein.

This ASSURANCE OF DISCONTINUANCE is made between the Administrator and Colorado Attorney General and PRRS under C.R.S. § 5-6-110 and pursuant to C.R.S. § 6-1-110 ("AOD") arising out of the Attorney General and Administrator's review of complaints against PRRS for alleged violations of the Colorado Consumer Protection Act, C.R.S. § 6-1-101, *et seq.* ("CCPA"). PRRS has agreed that it will not engage in the alleged unlawful conduct described herein in the future.

**SECTION I – STIPULATION AND FINAL AGENCY ORDER**  
**Findings of Facts and Conclusions of Law**

1. The Administrator is the Administrator of the CFDCPA. See C.R.S. § 5-16-103. Among other things, she is authorized to enforce compliance with the CFDCPA and its rules, and conduct investigations of possible violations of them. See C.R.S. § 5-16-127, *et seq.*

2. Respondent PRRS is a Colorado corporation with a principal office located at 12381 E. Cornell Ave, Aurora, Colorado 80014-3323.

3. On July 1, 2022, PRRS's license automatically expired when it failed to submit a renewal application. On December 5, 2022, PRRS submitted a Colorado collection agency license application. PRRS continued to collect debts in Colorado after its license expired. PRRS is subject to the Administrator's jurisdiction.

4. On April 8, 2022, due to a high volume of consumer complaints, the Administrator sent a cease-and-desist letter to PRRS.

5. The complaints concerned conduct by PRRS and its licensed Colorado attorney Daniel B. Kelley who the Administrator alleges operates as PRRS' agent. Specifically, PRRS collected and/or attempted to collect from consumers who:

- a. paid to park in one of the lots operated by PRRS but entered the wrong license plate (referred to as "Wrong License Plate Issue");
- b. did not park in one of the lots operated by PRRS but PRRS erroneously entered the wrong license plate and sent a collection notice to the wrong consumer and attempted to collect from the consumer (referred to as "Wrong Consumer Issue"); or
- c. paid to park in one of the lots operated by PRRS but did not submit payment within the 15-minute grace period ("Grace Period") (referred to as "Grace Period Issue").

6. PRRS would include fees in the parking notices it issued to these consumers ranging from \$80 to \$88, as a result of non-compliance with the parking lots' rules. Some consumers disputed these fees, but ultimately agreed to pay the full or partial amount.

7. Following the cease-and-desist letter, the Administrator engaged PRRS and Mr. Kelley in a review to determine compliance with the CFDCPA. PRRS and Mr. Kelley fully cooperated, timely participated, and promptly responded to all inquiries from the Colorado Attorney General in the review performed by the Administrator.

8. The Administrator alleges that PRRS, individually and in conjunction with Mr. Kelley, acted as a collection agency as defined in the CFDCPA and that the conduct described above violates the CFDCPA.

9. The Administrator alleges that PRRS and Mr. Kelley violated C.R.S. § 5-16-107(1)(b)(II) by collecting or attempting to collect from consumers an amount not due.

10. PRRS and Mr. Kelley deny these allegations, and state that they desire to avoid the inconvenience and expense of a dispute with the Administrator, and have therefore agreed to enter into this Order.

## Order

Pursuant to C.R.S. § 5-16-127, the Administrator hereby orders as follows:

### *Injunctive Terms*

11. Respondent agrees that it, together with all related or affiliated entities, and its officers, directors, shareholders, managers, members, principals, subsidiaries, heirs, successors, and assigns, together with all other persons, corporations, associations, or other entities acting under the Respondent's direction and control, or in active concert or participation with Respondent, or by whom Respondent may be employed or contracted with who received actual notice of the Order, including but not limited to Mr. Daniel B. Kelley, hereby are prohibited and permanently enjoined from engaging in any conduct described herein that allegedly violates the CFDCPA or CCPA, and shall immediately cease and desist from engaging in or committing such conduct now and in the future.

12. Respondent agrees that it will continue to dismiss notices, as it has been doing since April 2022, concerning consumers involving the Wrong License Plate Issue if consumers present proof of payment not associated with any other parked cars.

13. PRRS has and will continue to dismiss notices concerning consumers involving the Wrong Consumer Issue.

14. Respondent agrees that it will increase its Grace Period on all lots it operates in Colorado to twenty (20) minutes.

15. Respondent performed a self-audit of all collection notices issued to consumers from May 2021 through June 2022 involving the Wrong License Plate Issue, Wrong Consumer Issue, and Grace Period Issue. Respondent verifies that this self-audit is accurate and complete.

16. As outlined below, Respondent has agreed to issue a refund to any consumer identified in the self-audit as related to the Wrong License Plate Issue that paid a fee of any amount. In addition, Respondent has agreed to refrain from collecting on outstanding debt related to the Wrong License Plate Issue identified in the self-audit. Respondent will not collect, attempt to collect or assign any right to collect payment from this debt, and Respondent shall not sell, assign, or otherwise transfer any of this debt or any interest therein.

17. For each of these consumers identified in the self-audit, within fourteen (14) days of the execution of this Order, Respondent shall provide the Administrator with a list identifying (i) the name, phone number, e-mail address, and mailing address of the consumer, (ii) the amount of the refund, and (iii) the amount of debt outstanding. Respondent represents and affirms that the information contained in

this list is true, accurate and complete. Respondent will provide the list to the Administrator in Microsoft Excel. This list shall be incorporated into this Order and is referred to as **Exhibit A** but shall not be made public.

18. Within thirty days (30) business days of the Effective Date of this Order, Respondent shall e-mail at the last known e-mail address each of the consumers identified in paragraph 17. If any e-mail is returned as undeliverable, or Respondent does not have an e-mail address for the consumer, it shall send the notice via first-class U.S. Mail. The notice will inform the consumer of the following:

- a. Respondent held debt owed by the consumer related to parking;
- b. Respondent has performed a comprehensive internal audit of all parking notices it issued and entered into an agreement with the Administrator (who works on behalf of the Attorney General of the State of Colorado ("Attorney General")) concerning this debt;
- c. Respondent has agreed not to collect or attempt to collect any additional payments on this debt;
- d. Respondent has agreed not to assign or transfer its right to collect payment on this debt;
- e. Instructions to contact the Colorado Attorney General's Office and the Administrator for questions relating to the Order, and contact information for the Colorado Attorney General and Administrator.

19. Within sixty (60) business days of the Effective Date, Respondent shall submit to the Administrator:

- a. Copies of each notice e-mailed or mailed to the consumers pursuant to paragraph 18.

20. Respondent will maintain a collection agency license pursuant to C.R.S. § 5-16-118 for as long as it continues to operate in Colorado.

21. Respondent must submit to the Administrator written reports outlining any and all disputes submitted by consumers to PRRS concerning the Wrong License Plate Issue, Wrong Consumer Issue, or Grace Period Issue. The report will identify the consumer name, contact information (address, phone number, e-mail), the date of the parking session, the date PRRS received the dispute, the amount of the dispute, the issue in dispute (i.e., Wrong License Plate Issue, Wrong Consumer Issue, or Grace Period Issue), and a description of the dispute and if and how the matter was resolved. PRRS will provide the report in a native and sortable Microsoft Excel Spreadsheet. PRRS must submit these reports to the Administrator for one year from the Effective Date. PRRS will submit the reports every three (3) months.

*Restitution and Attorneys' Fees*

22. Respondent shall pay full refunds to the 442 consumers identified in paragraph 17 in the total amount of \$31,298. This amount along with any interest is payable, in trust, to the Attorney General, to be used in the Attorney General's sole discretion for reimbursement of attorneys' fees and costs, the payment of consumer restitution, if any, and for consumer or creditor educational purposes, for future consumer credit or consumer protection enforcement, or public welfare purposes. The Administrator and the Attorney General elect, in lieu of making the payment directly to the Attorney General in the first instance, to direct Respondent to refund to Colorado consumers, on behalf of the Administrator and the Attorney General, any refunds owed to consumers as outlined above. To the extent that Respondent is unable to locate any consumers entitled to a refund or to otherwise pay a refund to a consumer such unpaid refunds shall be paid to the Administrator in accordance with paragraph 26 below.

23. Respondent shall attempt to make any refunds due hereunder within thirty (30) business days after the Effective Date. Respondent must issue the refunds by check. Respondent shall exercise reasonable efforts and due diligence to attempt the refund; provided, however, for any refunds that remain unpaid ninety ("90") calendar days Respondent shall stop payment and pay any unclaimed amounts to the Administrator in accordance with paragraph 26 below.

24. Concurrently with any refunds, Respondent shall send each consumer a letter, the form and contents of which has been pre-approved by the Administrator. The letter shall inform consumers that, following an internal audit of all parking notices issued, that Respondent has agreed to issue a refund to the consumer for the stated amount as the result of fees related to the consumer entering the wrong license plate for parking paid by the consumer. The letter will identify that a check is enclosed, the amount of the check, and state that if the consumer does not accept payment by a date to be identified that is ninety (90) calendar days after the refund check was issued, the check will expire and the money will be paid over to the Attorney General, in trust. A template of the transmittal letter is attached as **Exhibit B**.

25. One-hundred and twenty (120) business days after the Effective Date, Respondent shall:

- a. Provide the Administrator with evidence reasonably acceptable to the Administrator upon request that Respondent timely sent refunds to consumers, such as copies of checks;
- b. Update **Exhibit A** identifying which consumers accepted payments and any payments outstanding; and
- c. Cease all payment attempts.

26. One-hundred and twenty (120) business days after the Effective Date, Respondent shall pay to the Administrator the total amount of any and all refund amounts that remain outstanding, whether because they were returned as undeliverable, unclaimed, uncashed, undeposited, or otherwise.

27. At Respondent's expense and at the Administrator's option, Respondent shall permit the Administrator to inspect its books and records of loans to consumers for compliance with this Order, at any time within normal business hours, and to conduct a follow-up inspection upon reasonable notice to Respondent's counsel. This inspection and follow up may only occur once, and must occur within one (1) calendar year of the Effective Date. It shall be conducted solely to enable the Administrator to determine and verify the accuracy and thoroughness of Respondent's self-audit and its compliance with this Order.

28. All payments due the Administrator or the Attorney General hereunder shall be deemed paid upon the receipt of the payment. Respondent may pay by check of ACH transfer or check. Respondent shall endeavor to make its payment in one payment. A check shall be made payable to the "Colorado Department of Law." The check should be mailed to: "Administrator, UCCC, attn: Kevin Burns and Miriam Burnett, 1300 Broadway, 6th/7th Floor, Denver, Colorado 80203." Wire transfer instructions will be provided upon request for an ACH transfer.

SECTION II  
ASSURANCE OF DISCONTINUANCE

29. The Attorney General is the Attorney General for the State of Colorado. C.R.S. § 24-31-101. The Attorney General is responsible for the enforcement of the CCPA. C.R.S. § 6-1-103.

30. The Attorney General has jurisdiction over Respondent and the subject matter of this AOD under C.R.S. § 6-1-101 *et seq.*

31. The Attorney General incorporates here paragraphs 4 through 6 above.

32. Following the cease-and-desist letter, the Attorney General engaged PRRS and Mr. Kelley in a review to determine compliance with the CCPA. PRRS and Mr. Kelley fully cooperated, timely participated, and promptly responded to all inquiries from the Colorado Attorney General regarding the review performed by the Administrator.

33. The CCPA protects consumers against false or misleading statements of fact concerning the price of goods, services, or property. C.R.S. § 6-1-105(l). Additionally, the CCPA protects consumers from unfair and deceptive trade practices. C.R.S. § 6-1-105(rrr).

34. The Attorney General alleges based on the conduct described above that PRRS and Mr. Kelley's practices are unfair and deceptive trade practices that violate

the CCPA.

35. PRRS and Mr. Kelley deny these allegations, and state that they desire to avoid the inconvenience and expense of a dispute with the Administrator, and have therefore agreed to enter into this AOD.

36. To resolve these issues, PRRS has agreed to the above injunctive and monetary terms, and shall pay to the Office of the Attorney General seventy-five thousand dollars (\$75,000) for reimbursement to the Office of the Attorney General for its costs and in lieu of statutory damages, penalties, disgorgement, and other monetary and injunctive relief. This amount shall be due upon the Effective Date. This amount shall be held, along with any interest thereon, in trust by the Attorney General to be used in the Attorney General's sole discretion for attorneys' fees and costs, restitution, for future consumer or creditor educational purposes, for future consumer credit or consumer protection enforcement, public welfare purposes.

### SECTION III Stipulation and Release

37. Respondent agrees and stipulates to this Order and Assurance of Discontinuance and all requirements contained herein.

38. It is the intent and purpose of this Order and Assurance of Discontinuance to resolve fully the particular issues, allegations, or charges raised by the Attorney General and Administrator's (the Attorney General and Administrator shall be referred to collectively in Section III as the "Administrator") review of Respondent's activities as set forth above, and only those issues. Further, the omission from this Order or this Assurance of Discontinuance of other acts, conduct, or practices which might constitute violations of the Act shall not be deemed or construed to be approval by the Administrator of such acts, conduct, or practices.

39. Respondent acknowledges that it has a right to request an evidentiary hearing in this matter, present evidence, examine witnesses, and appeal from any adverse action and waives those rights.

40. Respondent agrees that this Order and this Assurance of Discontinuance contain the entire agreement with the Administrator and is binding upon all the officers, directors, employees, shareholders, managers, members, principals, affiliates, agents, trade names, heirs, and successors of the Respondent.

41. This Order and Assurance of Discontinuance shall be disclosed in any application to the Administrator and in response to any question from the Administrator regarding state disciplinary or administrative action.

42. Colorado law governs this Order and this Assurance of Discontinuance. Any claims or causes of action arising out of or based upon this Order or this

Assurance of Discontinuance shall be commenced before the Colorado Office of Administrative Courts or in Denver District Court for the State of Colorado, as appropriate. Respondent hereby consents to the jurisdiction, venue and process of the Colorado Office of Administrative Courts and the Denver District Court for such an action brought by the Administrator. In the event of any action or proceeding alleging or asserting a violation of or failure to comply with this Order, this Order and this Assurance of Discontinuance shall be admissible in full, and shall be evidence that prior to this Order, Respondents engaged in the acts and practices described herein.

43. This Assurance of Discontinuance may be executed in counterparts, and may be executed by facsimile or by electronic transmission of signature pages, and as so executed shall constitute one agreement.

44. For the purpose of construing or interpreting the Assurance of Discontinuance, the parties agree that it is to be deemed to have been drafted equally by all parties hereto and shall not be construed strictly for or against any party.

45. Any modification of this Assurance of Discontinuance must be in writing, signed by each of the parties or by authorized representatives of each of the parties hereto.

46. This Order and this Assurance of Discontinuance shall be effective on the later of the date it is signed by the Administrator and the date it is signed by PRRS ("Effective Date").

AS TO SECTIONS I AND III, the STIPULATION AND FINAL AGENCY ORDER, EXECUTED AND SO ORDERED by the Administrator this 29th\_ day of \_\_\_\_\_ August \_\_\_\_\_, 2023.



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Martha Fulford  
Administrator  
Colorado Fair Debt Collection Practices Act



**AGREED AND STIPULATED TO (SECTIONS I AND III) BY:**


RESPONDENT PARKING REVENUE  
RECOVERY SERVICES, INC.

By:   
JOHN CONWAY  
EVP and Board Member  
12381 East Cornell Avenue  
Aurora, CO 80014  
E: [jconway@prrsparking.com](mailto:jconway@prrsparking.com)

Date: 8-29-2023

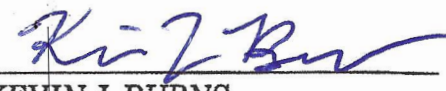
**APPROVED (SECTIONS I AND III) AS TO FORM:**

RESPONDENT PARKING REVENUE  
RECOVERY SERVICES, INC.

By:   
JOHN ROSSMAN  
Moss & Barnett  
150 South Fifth Street, Ste. 1200  
Minneapolis, Minnesota 55402  
T: (612) 877-5396  
E: [John.Rossman@lawmoss.com](mailto:John.Rossman@lawmoss.com)

Date: 8-29-2023

ADMINISTRATOR, CFDCPA

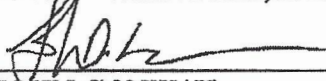
By:   
KEVIN J. BURNS  
Department of Law  
Consumer Protection Section  
Consumer Credit Enforcement Unit  
1300 Broadway, 6th Floor  
Denver, Colorado 80203  
T: (720) 508-6110  
E: [kevin.burns@coag.gov](mailto:kevin.burns@coag.gov)

Date: 8-29-23

**AGREED AND STIPULATED TO (SECTIONS II and III) BY:**

RESPONDENT PARKING REVENUE  
RECOVERY SERVICES, INC.

ADMINISTRATOR, CFDCPA

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

JOHN CONWAY  
EVP and Board Member  
12381 East Cornell Avenue  
Aurora, CO 80014  
E: [jconway@prrsparking.com](mailto:jconway@prrsparking.com)

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

KEVIN J. BURNS  
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Denver, Colorado 80203  
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E: [kevin.burns@coag.gov](mailto:kevin.burns@coag.gov)

Date: 8-29-2023  
/

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**APPROVED (SECTIONS II and III) AS TO FORM:**

RESPONDENT PARKING REVENUE  
RECOVERY SERVICES, INC.

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

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Date: 8-29-2023