

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into on the date below by and between the California Public Utilities Commission (“Commission”) Safety and Enforcement Division (“SED”), and David Mandagie, Owner and Operator of Glenview Mobile Lodge (“Appellant”), collectively referred to as the “Parties.”

RECITALS

- A. On February 15, 2018, SED conducted a safety compliance inspection at Glenview Mobile Lodge, 13445 Highway 8 Business, El Cajon, CA 92021, and discovered 10 violations of General Order 112-F. SED issued Appellant a safety inspection report with a 30-day window to respond and remediate the violations.
- B. On August 24, 2020, SED issued Appellant Citation G-20-08-001, pursuant to Decision 16-09-055, in the amount of \$50,000, for violating General Order 112-F, which incorporates by reference Title 49 Code of Federal Regulations (CFR) Part 192.
- C. On December 30, 2020, Appellant filed a Notice of Appeal to Citation G-20-08-001, disputing the allegations.
- D. The Parties submit this Settlement Agreement (“Agreement”) as full and final settlement of the violations alleged in this matter. By agreeing to this Agreement, SED does not waive any rights to take other enforcement actions against Appellant as may be necessary. In submitting this Agreement, the Parties understand, acknowledge, and agree to the terms as set forth below.:

AGREEMENT

1. **Penalty:** Appellant agrees to pay the Commission a total sum of \$25,000 as a penalty. Payment of the total sum is due within 30 days from the effective date of this Agreement. Payment to the Commission must be with a check made payable to the *California Public Utilities Commission* and mailed to the below address. Appellant shall include the citation number on the memorandum of the check to ensure payment of the penalty is properly applied.

**California Public Utilities Commission
Attn: Fiscal Office
505 Van Ness Avenue
San Francisco, CA 94102-3298**

- 2. Admission of Liability.** Subject to the provisions of this Agreement, Appellant admits to and takes full responsibility and liability regarding the violations addressed herein. Nothing in this Agreement shall constitute or be construed as a satisfaction or release from liability for any claims arising as a result of past, current, or future operations of Appellant.
- 3. Compliance.** Appellant has corrected the violations cited above. Appellant agrees to operate Glenview Mobile Lodge in a manner that shall prevent recurrences of the violations cited above, or any other violations of Title 49 CFR, for as long as he is the owner and operator of Glenview Mobile Lodge. Appellant further agrees to remain in full compliance with any order, decision, decree, rule, direction, demand or requirement of the Commission for as long as he is the owner and operator of Glenview Mobile Lodge or until San Diego Gas and Electric Company (SDG&E) takes ownership of the gas distribution system at Glenview Mobile Lodge.
- 4. Compliance Period.** Appellant agrees to be on a probationary compliance period for as long as he is owner and operator of Glenview Mobile Lodge or until SDG&E takes ownership of the gas distribution system at Glenview Mobile Lodge. Appellant agrees and understands that failure to comply with any order, decision, decree, rule, direction, demand or requirement of the Commission, including failure to correct a violation(s), during the probationary compliance period will subject Appellant to additional penalties as set forth below.
- 5. Penalties for Noncompliance.** Appellant agrees that if SED issues an inspection report and provides notice to Appellant citing a violation or violations, Appellant must correct the violation(s) within 30 days of receiving notice. If Appellant fails to correct the violation(s) within 30 days of receiving the notice of probable violation (NOPV), and SED issues a letter (Determination Letter) finding that Appellant failed to correct the violation(s) within 30 days of the NOPV, Appellant agrees to pay an additional \$15,000 penalty to the Commission within 30 days of the Determination Letter. If the violation(s) continue after 30 days of the Determination Letter or if the \$15,000 penalty is not received by SED by the 30th day, Appellant will be subject to an additional \$1,000 penalty for each month of delinquency.
- 6. Jurisdiction and Governing Law.** The Parties agree the Commission will maintain primary jurisdiction over this Agreement. No Party may bring an action relating to this Agreement in any other jurisdictions without first exhausting administrative remedies before the Commission. This Agreement shall be governed by the laws of the State of California.

7. **Non-Severability.** The provisions of this Agreement are non-severable, If the Commission fails to approve or modifies some portion of this Agreement, and if any Party is unwilling to accept such modification, Appellant and SED agree to discuss the modification and negotiate in good faith to achieve a resolution acceptable to the Parties. Failure to resolve such modification to the satisfaction of the Parties, or to obtain approval of such resolution, shall entitle any Party to withdraw from this Agreement through prompt notice to the other Party.
8. **Free and Voluntarily.** The Parties acknowledge and agree they freely and voluntarily enter this Agreement and had the opportunity to consult with counsel prior to doing. Except as expressly stated in this Agreement, no promise or inducement is or has been made by or to any Party to enter into this Agreement. This Agreement has been mutually negotiated and drafted by the Parties.
9. **Public Interest.** The Parties declare and agree that the terms and conditions of this Agreement are reasonable, consistent with the law, and in the public interest.
10. **Entire Agreement.** The Parties declare and agree that this Agreement constitutes the entire Agreement and cannot be amended, modified, or changed without the express written consent of all Parties to the Agreement.
11. **Execution by Counterparts.** The Agreement may be executed in any number of separate counterparts by the Parties, and such execution will have the same effect as if all Parties had signed one and the same document. All such counterparts shall be deemed to be an original and shall together constitute one and the same Agreement.
12. **Effective Date.** The Agreement shall become effective and binding on the Parties as of the date of the Commission approves it.

David Mandagie, Owner and Operator of Glenview Mobile Lodge

By: _____

Signature: David Mandagie

Dated: _____

Title: _____

For Safety and Enforcement Division

By: _____

Signature: _____

Dated: _____

Title: _____