

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

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DOCKET NO. 07G-223CP
Civil Penalty Assessment Notice No. 83639

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STIPULATION AND SETTLEMENT AGREEMENT

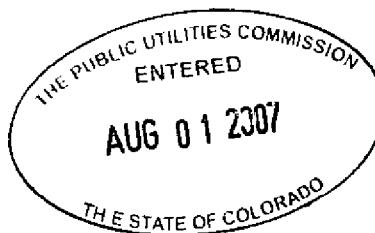
COLORADO PUBLIC UTILITIES COMMISSION,

Complainant,

v.

CHRISTIAN SWIFT,

Respondent.



Staff of the Public Utilities Commission (Staff) and Respondent Christian Swift (Respondent) (collectively Parties) enter into this Stipulation and Settlement Agreement (Agreement) in the above-referenced docket as a complete and final resolution of all issues.

Background

1. In June 2007, the Commission issued Respondent Civil Penalty Assessment Notice No. 83639 (the CPAN) seeking civil penalties of \$12,100 (or \$6050 if paid within 10 days). The CPAN alleged Respondent operated a transportation carrier without proper vehicle liability insurance (Count I of the CPAN alleged Respondent violated Commission Rule 6007(a)(I) or 6007(b)(I)(B)) and operated a transportation carrier without first obtaining registration (Count II of the CPAN alleged Respondent violated C.R.S. § 40-16-103).
2. On July 3, 2007, the undersigned counsel for Staff entered his appearance on behalf of Staff.
3. The Commission set hearing in this matter on July 24, 2007.

4. Prior to hearing, the Parties reached a comprehensive settlement in principle and the undersigned counsel for Staff presented an oral unopposed motion to Administrative Law Judge (ALJ) G. Harris Adams to vacate the July 24 hearing. The ALJ granted the motion pursuant to Decision No. R07-0624-I issued July 23, 2007.

5. 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 Parties note that the Agreement promotes administrative efficiency by avoiding the time and expense that would be necessarily devoted to hearing this matter. Lastly, the Parties acknowledge that this Agreement will not have precedential effect on any other Commission matters. *See Colorado Ute Elec. Ass'n, Inc. v. PUC*, 602 P.2d 861, 865 (Colo. 1979); *B & M Serv., Inc. v. PUC*, 429 P.2d 293, 296 (Colo. 1967).

6. The Parties submit the public interest is served by assessing Respondent a reduced civil penalty of \$1500 under the terms herein. In reducing the penalty, the Parties considered the following mitigating factors:

- a. Respondent acknowledges wrongdoing and immediately took corrective action.
- b. Respondent is a first time offender.
- c. Respondent represents he does not have the ability to pay the entire civil penalty.
- d. Staff is satisfied that assessing Respondent a civil penalty of \$1500 under the terms herein is sufficient to motivate Respondent to remain compliant with the Public Utilities Laws and Commission Rules on a going-forward basis.

Settlement Agreement

7. Staff and Respondent hereby stipulate and agree as follows:

- a. Respondent admits liability to the 2 violations in the CPAN.
- b. In consideration of Respondent's admission of liability in subparagraph 7(a), and for the reasons expressed in paragraphs 5 and 6, Staff agrees to reduce the amount of the civil penalty from \$12,100 to \$1500.
- c. Respondent agrees to pay \$1500 to the Colorado Public Utilities Commission in five (5) installments as follows: \$300 within ten (10) days after the Commission's approval of this Agreement becomes final and \$300 every thirty (30) days thereafter until fully paid.
- d. The foregoing lesser civil penalty is conditional so long as (1) payment is timely received by the Commission and (2) Respondent is not found to violate any Public Utilities Law in Title 40 of the Colorado Revised Statutes relating to maintaining transportation carrier insurance or carrier registration in a formal hearing on the merits of an alleged violation before the Commission within two (2) years of the effective date of the Commission Order approving this Agreement. Accordingly, the Parties agree to impose and suspend the remainder of the unpaid amount sought in the CPAN until such time these conditions are met (if at all). This liability shall be in addition to any other civil or criminal liability that may arise from such violation(s).

8. In the event this Agreement is modified or not approved in its entirety, either Staff or Respondent, at that party's option, may withdraw from this Agreement by filing a notice with the Commission in this docket within seven (7) days of entry of such Order. In that event, this docket shall be set for hearing.

EXECUTED this 27th day of July 2007.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION


approved as to form:

JOHN W. SUTHERS, ATTORNEY GENERAL

By: 

Robert Laws
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Senior Criminal Investigator
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**COUNSEL FOR STAFF OF THE
PUBLIC UTILITIES COMMISSION**

*Counsel of Record

CHRISTIAN SWIFT


Christian Swift

CERTIFICATE OF SERVICE

This is to certify that I have duly served the within STIPULATION AND SETTLEMENT AGREEMENT upon all parties herein by depositing copies of same in the United States mail, first class postage prepaid, or as otherwise indicated, at Denver, Colorado, this 30th day of July, 2007, addressed as follows:

Christian Swift
Swift Executive Car Service LLC
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Arvada, CO 80003

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