

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF
COLORADO

Proceeding No. 13G-1070EC

Civil Penalty Assessment Notice No. 107792

STIPULATION AND SETTLEMENT AGREEMENT

COLORADO PUBLIC UTILITIES COMMISSION,

Complainant,

v.

MOHAMED ABOUD, DOING BUSINESS AS A J LIMO SERVICE,

Respondent.

Staff of the Public Utilities Commission (“Staff”) and Respondent Mohamed Aboud, doing business as A J Limo Service (“Respondent”) (collectively, the “Parties”) enter into this Stipulation and Settlement Agreement (“Agreement”) in the above-referenced Docket as a complete and final resolution of all issues that were or could have been raised in this proceeding.

Background

On October 7, 2013, the Commission issued Respondent Civil Penalty Assessment Notice No. 107792 (the “CPAN”) seeking civil penalties of \$1,210.50 (or \$605.00 if paid within 10 days). The CPAN alleged one violation of 4 *Code of Colorado Regulations* (“CCR”) 723-6-6102(a)(1) and 49 C.F.R. § 391.45(a).

Settlement Agreement

Staff and Respondent hereby stipulate and agree as follows:

1. Respondent admits liability to all the violations in the CPAN.
2. Respondent agrees to comply with the Colorado and federal statutes and rules concerning luxury limousine service, including the need to maintain vehicle maintenance records and to have its drivers obtain proper medical certification prior to commencing employment as a driver, and the need to maintain these records in the vehicle at all times it is in service.
3. 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. The Parties submit the public interest is served by assessing Respondent a reduced civil penalty of \$675.00 under the terms herein. In reducing the penalty, the Parties considered the following mitigating factors pursuant to Commission Rule 1302(b):
 - a. Respondent acknowledges wrongdoing.
 - b. Respondent admits the maximum level of culpability for all the violations in the CPAN.
 - c. Respondent fully cooperated with Staff in resolving this matter without the need for a litigated evidentiary proceeding.
 - d. Assessing Respondent a civil penalty of \$675.00 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.

4. In consideration of Respondent's admission of liability in paragraph 1 and agreement in paragraph 2, and for the reasons expressed in paragraph 3, Staff agrees reducing the amount of the civil penalty from \$1,210.00 to \$675.00 is appropriate and in the public interest. This \$675 settlement amount consists of a \$613.64 penalty, plus a ten-percent surcharge of \$61.36 pursuant to section 24-34-108, C.R.S.

5. Respondent has delivered payment of the \$675 settlement amount to Staff on January 2, 2013, and Staff acknowledges receipt of the payment.

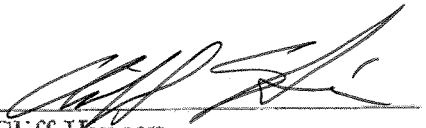
6. Respondent further agrees that if, during any investigation(s) conducted by Staff within twelve months of the date of a Commission final order in this Docket, any violations for any of the Counts in which Respondent admitted liability is found, Respondent shall be liable for the full civil penalty less payments made. In this event, the remaining full civil penalty will be due immediately. Respondent and Staff agree the specific intent of this provision is to prevent further violations of the Public Utilities Laws and Commission Rules.

7. The Parties agree 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 this Agreement. This Agreement may be executed in counterparts, each of which when taken together shall constitute the entire Agreement of the


8. In the event that this Agreement is modified or not approved in its entirety, either Party, 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 Agreement shall be void and this matter shall be set for hearing.

EXECUTED this 7th day of January, 2014.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

By: 
Cliff Hinson
Criminal Investigator
Colorado Public Utilities Commission
1560 Broadway Suite 250
Denver, Colorado 80202

MOHAMED ABOUD d/b/a A J LIMO SERVICE

By: 
Mohamed Aboud
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Box B-2
Englewood, Colorado 80112
Telephone: 303-326-0770
Fax: 303-369-3058

approved as to form:

JOHN W. SUTHERS,
ATTORNEY GENERAL


By: _____

Michael J. Axelrad, #24460*
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**COUNSEL FOR STAFF OF THE
PUBLIC UTILITIES COMMISSION**

*Counsel of Record

CERTIFICATE OF SERVICE

This is to certify that on this 10th day of January, 2014, I have duly served the foregoing **STIPULATION AND SETTLEMENT AGREEMENT** upon all parties herein via the Commission's E-Filing system to:

| | | |
|----------------|--|----------------|
| Cliff Hinson | Cliff.Hinson@state.co.us | Trial Staff |
| Nate Riley | nate.riley@state.co.us | Trial Staff |
| Gabe Dusenbury | Gabe.Dusenbury@state.co.us | Advisory Staff |

Placed in the United States mail, first class postage prepaid and addressed as follows

to:

Mohamed Aboud
A J Limo Service
7395 South Peoria Street Suite 212
Englewood CO 80112

s/ Michael J. Axelrad
