

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF
COLORADO

Proceeding No. 14G-0108CP

Civil Penalty Assessment Notice No. 108663

STIPULATION AND SETTLEMENT AGREEMENT

COLORADO PUBLIC UTILITIES COMMISSION,

Complainant,

v.

UNION TAXI COOPERATIVE,

Respondent.

Staff of the Public Utilities Commission (“Staff”) and Respondent Union Taxi Cooperative (“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 January 31, 2014, the Commission issued Respondent Civil Penalty Assessment Notice No. 108663 (the “CPAN”) seeking civil penalties of \$671,000 (or \$335,500 if paid within 10 days). The CPAN alleged 27 violations of 4 *Code of Colorado Regulations* (“CCR”) § 723-6-6103(d)(II)(A), 63 violations of 4 CCR § 723-6-

6103(d)(II)(D), and 154 violations of 49 Code of Federal Regulations (“CFR”) § 390.35.

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 taxicab and common carrier service, including but not limited to the need to monitor driver hours and ensure that drivers are complying with federal and state rules, to keep true and accurate records of drivers’ hours, and to avoid making fraudulent statements.
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 Agreement promotes administrative efficiency by avoiding the time and expense that would be necessarily devoted to hearing this matter. The public interest is served by requiring the payment by Respondent of a civil penalty in the amount of \$270,000.00 under the terms in this Agreement. In reducing the penalty, Staff 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. Respondent has stated its intent to conduct any necessary changes and/or upgrades to its current software system to ensure that accurate time keeping records are maintained. Respondent will perform periodic detailed audits of its driver files to ensure that drivers are maintaining true and accurate records of service hours.
- e. Assessing Respondent a civil penalty of \$270,000.00 under the Agreement motivates Respondent to comply with the Public Utilities Laws and Commission Rules on a going-forward basis.

4. In consideration of Respondent's admission of liability, and for the reasons expressed above, Staff agrees reducing the amount of the civil penalty from \$671,000 to \$270,000 is appropriate and in the public interest. This \$270,000 settlement amount consists of a \$245,454.55 penalty, plus a ten-percent surcharge of \$24,545.45 pursuant to section 24-34-108, C.R.S.

5. Respondent shall pay the total amount of \$270,000 in three installments of \$90,000 each. The first installment shall be due within 20 days of the Commission's final order approving the settlement agreement. The second installment shall be due no later than 30 days after the first installment payment (50 days after the Commission's final order), and the third installment shall be due no later than 30 days after the second installment payment (80 days after the Commission's final order).

6. If Respondent fails to make any of the installment payments when due, Respondent shall be liable for the full civil penalty less payments made, which full amount will be due immediately.

7. Respondent's failure to complete its payment obligations as set forth in this Agreement shall also be deemed a waiver by Respondent of any and all rights to file exceptions and/or a request for rehearing, reargument, and reconsideration, or to file any other form of appeal.


8. 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 Parties, and no further modification of this Agreement is allowed, except in writing by the parties, and further agreed to in an order issued by the Commission.

9. 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.


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EXECUTED this 12 day of February, 2014.

**STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION**


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