

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO
Proceeding No. 14G-0877EC
Civil Penalty Assessment Notice No.110189

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

AMERICAN PRIDE LIMO SERVICES LLC D/B/A AMERICAN PRIDE LIMO
SERVICE LLC,

Respondent.

STIPULATION AND SETTLEMENT AGREEMENT

Staff of the Public Utilities Commission (“Staff”) and Respondent American Pride Limo Services LLC d/b/a American Pride Limo Service LLC (“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. Yasir Ahmed has authority to enter into settlement on behalf of Respondent.

Background

On August 14, 2014, the Commission issued Respondent Civil Penalty Assessment Notice No. 110189 (the “CPAN”) seeking civil penalties of \$1,100.00 (or \$550.00 if paid within 10 days). The CPAN alleged two violations of 4 *Code of Colorado Regulations* (“CCR”) §723-6-6103(c)(II)(D), and was served by certified mail on August 20, 2014.

Settlement Agreement

Staff and Respondent hereby stipulate and agree as follows:

1. Respondent admits liability to all violations in the CPAN.
2. Respondent agrees to comply with all Colorado and federal statutes and rules, and specifically the regulations encompassing maintaining and retaining accurate time records regarding drivers' hours of service.
3. The Agreement herein has been reached in the spirit of compromise, in light of the uncertainties of trial, and 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 Respondent to pay a civil penalty in the amount of \$600.00 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 violations in the CPAN.
 - c. Respondent is a one car, one driver operation.
 - d. Payment of the total amount of the CPAN, or even the 50% amount within the 10-day period, would create a financial hardship on Respondent, given his current financial situation.
 - e. With the assistance of PUC Staff, Respondent has a renewed understanding regarding PUC Hours of Service requirements and is confident Respondent can remain compliant going forward.

- f. Assessing Respondent a civil penalty of \$600.00 under the terms herein is sufficient motivation for Respondent to remain in compliance 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 \$1,100.00 to \$600.00 is appropriate and in the public interest. This \$600.00 settlement amount consists of a \$545.45 penalty, plus a ten-percent surcharge of \$54.55 pursuant to section 24-34-108, C.R.S.

5. Respondent shall pay the total amount of \$600.00 in three payments. The first payment of \$200.00 is due within 10 days of the Commission's final order approving this Agreement, the second payment is due 30 days following the first payment's due date, and the third payment is due 30 days following the second payment's due date.

6. If Respondent fails to make any of the installment payments when due, Respondent shall be liable for the full civil penalty amount of \$1,100.00, less any payments made, which will be due immediately.

7. 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, the Commission finds any violations of rules or statutes the same or of a similar nature as any of the violations for which Respondent has admitted liability, 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.

8. All matters that were raised or could have been raised in this proceeding 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. 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.

10. 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 days of entry of such Order. In that event, this Agreement shall be void and this matter shall be set for hearing.

Executed this 10TH day of September, 2014.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

By: _____
Cliff Hinson
Manager, Investigations and Compliance
Colorado Public Utilities Commission
1560 Broadway Suite 250
Denver, Colorado 80202

AMERICAN PRIDE LIMO SERVICES LLC
D/B/A AMERICAN PRIDE LIMO SERVICE LLC

By: _____
Yasir Ahmed, Manager
1150 Syracuse St. #13-255
Denver, Colorado 80220
Phone: 303-815-3583

Approved as to form:

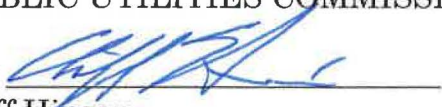
JOHN W. SUTHERS
Attorney General

By: _____
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*Counsel of Record

*Counsel for Staff of the
Public Utilities Commission*

Executed this ____ day of September, 2014.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

By: 
Cliff Hinson
Manager, Investigations and Compliance
Colorado Public Utilities Commission
1560 Broadway Suite 250
Denver, Colorado 80202

AMERICAN PRIDE LIMO SERVICES LLC
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By: _____
Yasir Ahmed, Manager
1150 Syracuse St. #13-255
Denver, Colorado 80220
Phone: 303-815-3583

Approved as to form:

JOHN W. SUTHERS
Attorney General

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Michael J. Axelrad, Reg. No. 24460*
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