

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

PROCEEDING NO. 18G-0725EC

Civil Penalty Assessment Notice: 122667

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

ALPINE LIMOUSINE LLC.

Respondent.

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Staff of the Public Utilities Commission (Staff) and Respondent Alpine Limousine LLC. (Respondent) (collectively, the Parties, and singularly, Party) enter into this Stipulation Agreement (Agreement) in the above-referenced proceeding as a complete and final resolution of all issues that were or could have been raised in this proceeding. Hasabelrasol Ibrahim has authority to enter into this Agreement on behalf the Respondent and for Alpine Limousine LLC.

BACKGROUND AND RECITALS

1. On October 15, 2018, Staff issued and filed Civil Penalty Assessment or Notice of Complaint to Appear Number 122667 (CPAN). Staff served the CPAN on the Respondent at its business address. The United States Postal Service tracking information indicates that the CPAN was delivered to the Respondent's business and left at the front desk on October 19, 2018.

2. The CPAN alleges one violation of 4 CCR 723-6-6005(a)(I), 24 violations of 4 CCR 723-6-6102(a)(I), which also include various provisions of section 49 of the Code of Federal Regulations, and 10 violations of 4 CCR 723-6-6105(i)(III). The CPAN states that the civil penalties assessed for the alleged violations amount to \$14,518.75, including the 15 percent surcharge. The total reduced amount of the CPAN if paid within 10-days of its receipt is \$7,259.38.

3. This proceeding is not set for a hearing.

SETTLEMENT AND AGREEMENT

4. The Parties have reached a settlement in this matter. The Respondent agrees to pay one-half of the total amount of the CPAN. The settlement amount is \$7,259.38.

5. The Respondent admits liability for all violations alleged in the CPAN.

6. In consideration of the following promises and agreements set out below in the Settlement Agreement and for other good and valuable consideration, the sufficiency and adequacy of which are acknowledged herein, the Parties have agreed to the following terms and conditions:

A. Performance by Staff:

- i. Staff will agree to reduce the total amount of the penalty from \$14,518.75 to \$7,259.38.
- ii. Staff will agree to consider the following mitigating factors, pursuant to Commission Rule 1302(b), in reducing the penalty amount:

- a. The Respondent contacted Staff within 10 days in an effort to resolve this matter.
- b. The Respondent actively worked with the PUC to resolve the CPAN.
- c. The Respondent is a small company with only four vehicles and drivers, and a larger settlement amount would cause the Respondent significant financial hardship.
- d. The Respondent has represented to Staff that it will correct all deficiencies and violations alleged in the CPAN and will comply with the statutes and PUC regulations cited in the CPAN, as well as all applicable statutes and regulations.

B. Performance by Respondent

- i. The Respondent shall pay a total settlement amount of \$7,259.38.
- ii. The Respondent shall pay the penalty amount in Paragraph 6(B)(i) in seven equal payments of \$1,337.05.
- iii. The first payment shall be due 30 days after the date of the Public Utilities Commission's final decision in this proceeding. The remaining payments shall be made every 30 days thereafter.

- iv. If the Respondent fails to make a timely payment according to the conditions in Paragraph 6(B)(ii) and 6(B)(iii), the balance owed on the total penalty amount in the CPAN of \$14,518.75, less any payments already made, will be due and owing immediately.
- v. If the Respondent violates any of the admitted violations in this docket, the full amount of the penalty is due and owing immediately.

7. This Settlement Agreement has been reached in the spirit of compromise and to avoid the uncertainties of trial and the costly expense of litigation.

8. This Settlement Agreement promotes administrative efficiency because it avoids the time and expense that necessarily would be devoted to preparing for and attending the hearing for this proceeding.

9. This Settlement Agreement serves the public interest because it requires the Respondent to pay a civil penalty of \$7,259.38 according to the terms of Paragraph 6(B).

10. The parties agree that all matters that have been raised, or that could have been raised, in this proceeding have been resolved by this Settlement Agreement.

11. This Settlement Agreement may be signed in counterparts, each of which, taken together, shall constitute the entire Agreement of the Parties.

12. This Settlement Agreement may not be modified by the Parties, except in writing, with express agreement of each party, and with approval of the Commission.

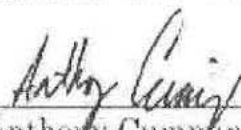
13. The Respondent's failure to comply with the payment schedule and to complete the payment obligations described in Paragraph 6(B) of the Settlement Agreement shall be deemed as a waiver by the Respondent of any rights and all rights to file exceptions, as well as a request for rehearing, re-argument, and reconsideration, or to file any other form of appeal.

14. Should this Settlement Agreement be modified or not approved in its entirety by Administrative Law Judge or the Commission, either Party, at that Party's option, may withdraw from this Settlement Agreement by filing a notice with the Commission in this proceeding within seven days of entry of such order. In this event, this Settlement Agreement shall be void and this matter be reset for hearing.

Dated this ____ day of November, 2018.

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COMPLAINANT STAFF OF THE COLORADO PUBLIC UTILITIES COMMISSION

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