

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF  
COLORADO

Proceeding No. 18G-0220EC

Civil Penalty Assessment Notice 121128

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PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

1<sup>st</sup> DENVER COMMUTE CAR SERVICE INC.,

Respondent.

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**STIPULATION AND SETTLEMENT AGREEMENT**

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Staff of the Public Utilities Commission (Staff) and Respondent 1<sup>st</sup> Denver Commute Car Service, Inc., (Respondent) (collectively, the Parties) enter into this Stipulation and Settlement 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. Walid Moaz has authority to enter this Agreement on behalf of Respondent.

**Background**

1. On April 6, 2018, Staff issued Respondent Civil Penalty Assessment Notice No. 121128 (the CPAN) seeking civil penalties of \$3,421.25 (or \$1,710.63 if paid within 10 days). The CPAN alleged 1 violation of 4 CCR 723-6:6102(a)(I) and

49 CFR 395.8(a); 1 violation of 4 CCR 723-6:6107; and five violations of 4 CCR 723-6:6105. The CPAN was served on April 6, 2018.

### **Settlement Agreement**

2. Staff and Respondent hereby stipulate and agree as follows:
3. Respondent admits liability to all violations contained in the CPAN.
4. 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 \$2,052 under the terms in this Agreement. In reducing the penalty, Staff considered the following mitigating factors pursuant to Commission Rule 1302(b):
  - a. Through his attorney, Respondent contacted Staff within 10 days of receipt of the CPAN and actively engaged in efforts to resolve this matter.
  - b. The amount of the full CPAN would cause financial hardship on the Respondent.
5. In consideration of Respondent's admission of liability, and for the reasons expressed above, Staff agrees reducing the amount of the civil penalty from \$3,421.25 to \$2,052.00 is appropriate and in the public interest. This \$2,052 settlement amount consists of a \$1,784.35 penalty, plus a fifteen-percent surcharge of \$267.65 pursuant to § 24-34-108(2) C.R.S.

6. Respondent shall pay the total amount of \$2,052 in four (4) equal payments. The first payment of \$513 is due within ten (10) days of the Commission's final order approving this settlement agreement. The first of the following three (3) equal payments of \$513 shall be due thirty (30) days from the due date of the first payment. The third and fourth will be due thirty (30) days from the due date of the preceding payment.

7. If Respondent fails to make any of the installment payments when due, Respondent shall be liable for the full civil penalty amount of \$3,421.25 less any payments made, which amount will be due immediately.

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 proceeding within seven days of entry of

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

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

Executed this \_\_\_\_ day of April, 2018.

STAFF OF THE COLORADO  
PUBLIC UTILITIES COMMISSION

By: \_\_\_\_\_

Anthony Cummings  
Lead Criminal Investigator, Investigations and Compliance  
Colorado Public Utilities Commission  
1560 Broadway Suite 250  
Denver, Colorado 80202

1<sup>st</sup> DENVER COMMUTE CAR SERVICE INC.

By: \_\_\_\_\_

Walid Moaz, [Owner]  
1010 S. Oneida St. # C-103  
Denver, CO 80224

*Approved as to form:*

CYNTHIA H. COFFMAN  
Attorney General

By: */s/ Jennifer Gilbert*

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*Counsel for Staff of the  
Public Utilities Commission*

STEPHANIE ALDRICH

By: /s/ *Stephanie Aldrich*

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