

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO
PROCEEDING NO. 15G-0689EC

Civil Penalty Assessment Notice No. 113287

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

LEVTZOW LIMO LLC D/B/A MOUNTAIN LIMO,

Respondent.

STIPULATION AND SETTLEMENT AGREEMENT

Staff of the Public Utilities Commission (“Staff”) and Respondent Levtzow Limo LLC d/b/a Mountain Limo (“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.

Background

On August 7, 2015, Staff issued Respondent Civil Penalty Assessment Notice No. 113287 (the “CPAN”), which alleged one violation of section 40-10.1-201(1), C.R.S. (operating or offering to operate as a common carrier in intrastate commerce without a certificate of public convenience and necessity), and one violation of section 40-10.1-107(1), C.R.S. (failure to maintain and file evidence of financial

responsibility in sums as required by the Commission), and sought civil penalties of \$13,310.00 (or \$6,655.00 if paid within 10 days). The CPAN was served by certified mail, return receipt requested, on August 11, 2015.

Settlement Agreement

Staff and Respondent hereby stipulate and agree as follows:

1. Staff will dismiss violation No. 2 in the CPAN.
2. Respondent admits liability to violation No. 1 in the CPAN.
3. Respondent agrees to comply with all Colorado statutes and Commission Rules concerning permitting and operation of a luxury limousine carrier.
4. 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 \$1,210.00 under the terms herein. In reducing the penalty, Staff considered the following mitigating factors pursuant to Commission Rule 1302(b):
 - a. Respondent, upon issuance of the CPAN, completed a new LL application and filed the required insurance coverages.
 - b. Respondent will provide training to its employees on PUC rules relating to Limited Regulation Carriers and ensure they comply with those rules.

- c. Assessing Respondent a civil penalty of \$1,210.00 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.

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 \$13,310.00 to \$1,210.00 is appropriate and in the public interest. This \$1,210.00 settlement amount consists of a \$1,100.00 penalty, plus a ten-percent surcharge of \$110.00 pursuant to section 24-34-108, C.R.S.

6. Respondent shall pay the total amount of \$1,210.00 within 15 days of the Commission's final order approving this Agreement.

7. If Respondent fails to make the payment when due, Respondent shall be liable for the full civil penalty amount of \$13,310.00, less any amounts that have been paid, which amount will be due immediately.

8. 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 proceeding, the Commission finds any violations of the requirements of maintaining a permit or authority and keeping current insurance information on file with the PUC, Respondent shall be liable for the full civil penalty, less any payment 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.


9. All matters that were 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.

10. Respondent's failure to complete its payment obligation as set forth in this Agreement shall 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.

11. 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.

Executed this 7th day of October, 2015.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

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