

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF
COLORADO

Proceeding No. 15G-0734EC

Civil Penalty Assessment Notice 112828

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

ATU LAWSON, AN INDIVIDUAL, and LAWSON LIMO SERVICE, INC D/B/A
LAWSON LIMO SERVICE LLC,

Respondents.

STIPULATION AND SETTLEMENT AGREEMENT

Staff of the Public Utilities Commission ("Staff") and Respondents Atu Lawson, an individual, and Lawson Limo Service, Inc d/b/a Lawson Limo Service LLC ("Respondents") (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. Respondent Atu Lawson, a member/manager/owner of Lawson Limo Service, Inc., has authority to enter into this agreement on behalf of the corporate Respondent.

Background

On August 28, 2015, the Commission issued Respondents Civil Penalty Assessment Notice No. 112828 (the "CPAN") seeking civil penalties of \$34,045.00

(or \$17,022.50 if paid within 10 days). The CPAN alleged two violations of 4 *Code of Colorado Regulations* ("CCR") § 723-6-6103(d)(VII), two violations of 4 CCR 723-6-6102(a)(I) and 49 C.F.R. § 391.11(a), 10 violations of 4 CCR 723-6-6105(i)(I) , seven violations of 4 CCR 723-6-6305(b), one violation of 4 CCR 723-6-6005(b)(I)(A), and two violations of 4 CCR 723-6-6103(d)(II). The CPAN was served by certified mail, return receipt requested, on September 4, 2015.

Settlement Agreement

Staff and Respondents hereby stipulate and agree as follows:

1. Respondents admit liability to all the violations in the CPAN.
2. 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 surrender of Respondent's permit for a period of five years, under the terms in this Agreement. In agreeing to stay the enforcement of any penalty, Staff considered the following mitigating factors pursuant to Commission Rule 1302(b):

- a. Respondents admit wrongdoing.
- b. Respondents admit the maximum level of culpability for all violations in the CPAN.
- c. Respondents stipulate to the imposition of a cease and desist order prohibiting them from acting as an owner, principal, officer, member, partner, or director of any transportation company.

- d. Respondent, Lawson Limo Service, Inc d/b/a Lawson Limo Service LLC, agrees to surrender its permit for a minimum period of five years.
- e. Imposing these terms is sufficient motivation for Respondents to remain in compliance with the Public Utilities Laws and Commission Rules on a going-forward basis.

3. In consideration of Respondents' admission of liability, and for the reasons expressed above, the Parties agree to the imposition of the maximum penalty against Respondents, but that the penalty will be stayed if Respondents comply with the terms of this Agreement.

4. Respondent, Lawson Limo Service, Inc d/b/a Lawson Limo Service LLC, surrenders its luxury limousine permit, LL-01927, for a period of at least five years.

5. Respondents agree to the imposition of a cease and desist order that will preclude Atu Lawson from acting as an owner, principal, officer, member, partner, or director of any transportation company for the 5-year period, and will not engage in tasks usually performed by management-level personnel in any transportation company for the next five years.

6. Nothing in this Agreement shall be construed as prohibiting Respondent Atu Lawson from being employed as a driver for any properly permitted transportation company.

7. The date of (a) the surrender of the permit pursuant to paragraph 5, and (b) the cease and desist order pursuant to paragraph 6, will be the same as the effective date of the Commission's Order approving this Agreement, but will be effective no earlier than January 3, 2016.

8. If Respondents fail to comply with the provisions in paragraphs 5, 6, and 8 of this Agreement, Respondents shall be liable for the full civil penalty amount of \$34,045.00 less any payments made, which amount will be due immediately.

9. Respondent further agrees that if, during any investigation(s) conducted by Staff within five years of the date of a Commission final order in this proceeding, the Commission finds any violations of rules or statutes concerning obtaining a permit for any passenger carrier 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.

10. 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.

11. Respondents' failure to abide by the terms of this agreement or in the event of a violation of this agreement and subsequent failure to complete its payment obligations as set forth in this Agreement shall also be deemed a waiver by Respondents 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.

12. 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 12th day of November, 2015.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

By: Brian K Chesher
Brian Chesher
Lead Criminal Investigator
Colorado Public Utilities Commission
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Denver, Colorado 80202

RESPONDENT ATU LAWSON

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Denver, CO 80218
720-982-2276

RESPONDENT LAWSON LIMO SERVICE, INC.
d/b/a LAWSON LIMO SERVICE LLC

By: [Signature]
Atu Lawson, President/Member/Partner
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Denver, CO 80218
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