

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF
COLORADO

Proceeding No. 16G-0207EC

Civil Penalty Assessment Notice 115163

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

SUNSET LUXURY LIMOUSINES INC. dba www.sunsetlimocom,

Respondent.

AMENDED STIPULATION AND SETTLEMENT AGREEMENT

Staff of the Public Utilities Commission (“Staff”) and Respondent Sunset Luxury Limousines Inc. dba www.sunsetlimocom (“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. Kevin Harrold has authority to execute this Agreement on behalf of Respondent.

Background

On March 23, 2016, the Commission issued to Respondent Civil Penalty Assessment Notice No. 115163 (the “CPAN”) seeking civil penalties of \$5,060.00 (or \$2,530.00 if paid within 10 days). The CPAN alleged 15 violations of 4 *Code of Colorado Regulations* (“CCR”) § 723-6-6105(c), and one violation of 4 CCR § 723-6-

6304(a). The CPAN was served by certified mail, return receipt requested, on March 26, 2016.

Settlement Agreement

Staff and Respondent hereby stipulate and agree as follows:

1. Respondent admits liability to all the violations in the CPAN.
2. Respondent agrees to comply with all Colorado and federal statutes and rules concerning submittal of fingerprints for background checks and limitations on external signage on vehicles.
3. 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 \$2,530.00 under the terms in this Agreement. In reducing the penalty, Staff considered the following mitigating factors pursuant to Commission Rule 1302(b):
 - a. Respondent provided a full list of drivers to the PUC in order to have all driver's checked for fingerprints.
 - b. Respondent made arrangements and completed fingerprints of all drivers missing this requirement on March 14, 2016.
 - c. Respondent hired a Driver Supervisor and ensured this supervisor understands the necessity of full compliance with driver qualification rules and regulations.

- d. With the assistance of PUC Staff, Respondent has a renewed understanding regarding driver qualification requirements and is confident Respondent can remain compliant going forward.
- e. Assessing Respondent a civil penalty 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 \$5,060.00 to \$2,530.00 is appropriate and in the public interest. This \$2,530.00 settlement amount consists of a \$2,200.00 penalty, plus a fifteen-percent surcharge of \$330.00 pursuant to section 24-34-108, C.R.S.

5. Respondent shall pay the total amount of \$2,530.00 in three installments. The first installment of \$1,030.00 is due within 15 days of the Commission's final order approving this settlement agreement, and the second and third payments of \$750 each will be due within 30 days following the prior installment's payment.

6. If Respondent fails to make any of the installment payments when due, Respondent shall be liable for the full civil penalty amount of \$5,060.00 less any payments made, which amount will be due immediately.

7. Respondent shall immediately remove any exterior signs or graphics from all luxury limousines in conformance with Rule 6304. If Respondent fails to remove these markings, Respondent shall be liable for the full civil penalty amount of \$5,060.00 less any payments made, which amount will be due immediately.

8. Respondent further agrees that if, as a result of 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 rules or statutes for failure to have drivers submit fingerprints in conformance with Rule 6105, or preventing usage of exterior signs in conformance with Rule 6304, 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.

9. 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.

10. 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.

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 5TH day of May, 2016.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

By: 

Cliff Hinson

Manager, Investigations and Compliance
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SUNSET LUXURY LIMOUSINES INC.
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By: 

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Approved as to form:

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