

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF
COLORADO

Proceeding No. 18G-0307EC

Civil Penalty Assessment Notice No. 121076

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

BUCK HORN LIMOUSINE, LLC

Respondent.

AMENDED STIPULATION AND SETTLEMENT AGREEMENT

Staff of the Public Utilities Commission (Staff) and Respondent Buck Horn Limousine, LLC, (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. David Galus has authority to enter this Agreement on behalf of Respondent.

Background

1. On May 8, 2018, Staff issued Respondent Civil Penalty Assessment Notice No. 121076 (the CPAN) seeking civil penalties of \$1,581.25 (or \$790.63 if paid within 10 days). Count one of the CPAN alleged one violation of 4 CCR 723-6:6107,

and count two alleged one violation of 4 CCR 723-6:6304. The CPAN was served via certified mail on May 12, 2018.

Settlement Agreement

2. Staff and Respondent hereby stipulate and agree as follows:
3. Respondent admits liability to all the violations contained in the CPAN.
4. Respondent agrees to comply with all Colorado and federal statutes and rules concerning Safety Performance History Checks, Motor Vehicle Record Checks, Medical Examination Requirements, Daily Vehicle Inspection Reports, Drug and Alcohol Testing, Commercial Drivers Licensing Requirements, and the submittal of fingerprints for background checks.
5. 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 \$790.63 under the terms in this Agreement. In reducing the penalty, Staff considered the following mitigating factors pursuant to Commission Rule 1302(b):
 - a. Respondent's counsel contacted Staff within 10 days of receipt of the CPAN.

- b. Respondent actively engaged on multiple occasions in efforts to resolve this matter.
- c. Respondent promptly removed the markings that had led to count two of this CPAN from his vehicle.
- d. Respondent understands that Driver Vehicle Compliance Reports must be returned accurately reflecting corrections made.

6. In consideration of Respondent's admission of liability, and for the reasons expressed above, Staff agrees that reducing the amount of the civil penalty from \$1,581.25 to \$790.63 is appropriate and in the public interest. This \$790.63 settlement amount consists of a \$687.50 penalty, plus a fifteen-percent surcharge of \$103.13 pursuant to § 24-34-108(2) C.R.S.

7. Respondent shall pay the total amount of \$790.63 in one payment.

8. If Respondent fails to make the payment when due, Respondent shall be liable for the full civil penalty amount of \$1,581.25 less any payments made, which amount will be due immediately.

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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Executed this June 12, 2018.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

By: /s/ Anthony Cummings

Anthony Cummings
Lead Criminal Investigator, Investigations and Compliance
Colorado Public Utilities Commission
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AMT Holdings, LLC, doing business as All Mountain Transportation

By: /s/ David Galus

David Galus
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Approved as to form:

CYNTHIA H. COFFMAN
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