

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO
PROCEEDING NO. 18G-0699EC

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

COMPLAINANT,

V.

ANCHOR LIMO SERVICE LLC,

RESPONDENT.

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Staff of the Public Utilities Commission (Staff) and Respondent Anchor Limo Service 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. Bekele D. Wolde has authority to enter this Agreement on behalf of Respondent.

BACKGROUND AND RECITALS

1. On October 1, 2018, Staff issued and filed Civil Penalty and Assessment or Notice of Complaint to Appear (CPAN) Number 122524. It was served on the Respondent by personal service on October 11, 2018. The CPAN alleges one violation of 4 CCR 723-6-6102(a)(I) & 49 C.F.R. § 396.17(a) on September 21, 2018 by the Respondent. The CPAN states that the civil penalty assessed for the alleged violations is \$1,100.00, plus an additional 15 percent

surcharge, for a total amount of \$1,265.00. It further provides that if the Respondent pays the civil penalty within 10 calendar days of its receipt of the CPAN, the civil penalty will be reduced to \$632.50.

SETTLEMENT AND AGREEMENT

2. The Parties have reached a settlement in this matter. The settlement amount includes a penalty amount of \$550.00 and a fifteen-percent surcharge amount of \$82.50, pursuant to Section 24-34-108(2), C.R.S., for a total amount of \$632.50.

3. The Respondent admits liability for all violations in the CPAN.

4. In consideration of the following promises and agreements set out below in the Settlement and for other good and valuable consideration, the sufficiency and adequacy of which are acknowledged herein, the Parties have agreed to the following terms and conditions:

A. Performance by Staff:

- i. Staff will agree to reduce the amount of the penalty from \$1,265.00 to \$632.50.
- ii. Staff will agree to consider the following mitigating factors, pursuant to Commission Rule 1302(b), in reducing the penalty amount:
 - a. The Respondent contacted the PUC in the first 10 days to resolve this proceeding;

- b. Respondent does not dispute the findings and violations in the CPAN however, he states a death in his immediately family resulted in him neglecting the requirement for a current vehicle inspection over the course of several months.
- c. The Respondent has advised the Staff that immediate payment of one-half of the full penalty amount would cause financial hardship for the Respondent.

B. Performance by the Respondent.

- i. Performance by Respondent. Respondent will pay one-half of the total penalty amount, or \$632.50.
- ii. The Respondent shall pay the penalty amount of \$632.50 over a three month period. The first payment is due twenty (20) days after the date of the Commission's final decision in this proceeding, with payments in the amounts and on the due dates as described herein:
 - a. First payment of \$232.50 due 20 days after Commission's final decision.
 - b. Second payment of \$200.00 due 30 days after the first payment is received.
 - c. Third payment of \$200.00 due 30 days after the second payment is received.

- iii. If the Respondent fails to make a timely payment according to the conditions of this settlement agreement, the full amount due (\$1,265.00) will be owed immediately, less any payment(s) already made.
- iv. If the Respondent violates any of the terms in this Joint Stipulation and Settlement Agreement, or is found in violation of the admitted violation in this docket within one (1) year of the last payment received, the full amount of the balance owed for the penalty will be due and owing immediately.

5. This Settlement Agreement has been reached in the spirit of compromise and to avoid the uncertainties of trial and the costly expense of litigation.

6. This Settlement Agreement promotes administrative efficiency because it avoids the time and expense that necessarily would be devoted to preparing for and attending the hearing for this proceeding.

7. This Settlement Agreement serves the public interest because to requires the Respondent to pay a civil penalty of \$632.50 according to the terms of paragraph 4.

8. The Parties agree that all matters that have been raised, or that could have been raised, in this proceeding have been resolved by this Settlement Agreement.

9. This Settlement Agreement may be signed in counterparts, each of which, taken together, shall constitute the entire agreement of the Parties.

10. This Settlement Agreement may not be modified by the Parties, except in writing, with express agreement of each Party, and with approval of the Commission.

11. The Respondent's failure to comply with the payment schedule and to complete the payment obligations described in paragraph 4 of the Settlement Agreement shall be deemed as a waiver by the Respondent of any rights and all rights to file exceptions, as well as a request for rehearing, reargument, and reconsideration, or to file any other form of the appeal.

12. Should this Settlement Agreement be modified or not approved in its entirety by and Administrative Law Judge or the Commission, either Party, at that Party's option, may withdraw from this Settlement Agreement by filing a notice with the Commission in this proceeding within seven days of entry of such order. In this event, this Settlement Agreement shall be void and this matter be reset for hearing.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Dated this 2 day of November, 2018.

STAFF OF THE COLORADO PUBLIC UTILITIES COMMISSION

By: Brian K. Chesher 11.2.2018
Brian K. Chesher
Lead Criminal Investigator
Colorado Public Utilities Commission
1560 Broadway, Suite 250
Denver, CO 80202

ANCHOR LIMO SERVICE LLC

By: Bekele D. Wolde 11-02-2018
Bekele D. Wolde
Owner
Anchor Limo Service LLC
21302 East 48th Drive
Denver, CO 80249

Approved as to form:

CYNTHIA H. COFFMAN
Attorney General

By: _____
Aaron Neptune, #45162
Assistant Attorney General
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Attorney for Colorado Public Utilities Commission Staff

Dated this 31st day of October, 2018.

STAFF OF THE COLORADO PUBLIC UTILITIES COMMISSION

By: _____
Brian K. Cheshier
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ANCHOR LIMO SERVICE LLC

By: _____
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Owner
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