

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

PROCEEDING NO. 19G-0663EC

Civil Penalty Assessment Notice: 124028-CPAN

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

TAD R. BUONAMICI, d/b/a LONGEST LIMOS LLC

Respondent.

JOINT STIPULATION AND SETTLEMENT AGREEMENT

The Parties, Trial Staff of the Colorado Public Utilities Commission (Staff) and Respondent Tad R. Buonamici, d/b/a Longest Limos LLC (Respondent), enter into this Stipulation and Settlement Agreement (Settlement 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. Individually, Staff and the Respondent shall be referred to as Party. Together, Staff and the Respondent shall be referred to as the Parties.

BACKGROUND AND RECITALS

1. Tad R. Buonamici is the owner of and doing business as Longest Limos LLC and has authority to enter into this Settlement Agreement on behalf of the Respondent.

2. On November 7, 2019, Staff issued and filed a Civil Penalty and Assessment or Notice of Complaint to Appear (CPAN) Number 124028. It was served on the Respondent on November 21, 2019. The CPAN alleges two violations:

1. Violation of § 40-10.1-107(1), C.R.S. for the alleged failure to maintain and file evidence of financial responsibility in sums as required by the Public Utilities Commission, and 2. Violation of § 40-10.1-302(1)(a), C.R.S. for operating and/or offering to operate, as a limited regulation carrier in intrastate commerce, a luxury limousine without first having obtained a valid permit from the Commission.

3. The CPAN provides that the civil penalty fine assessed for the first alleged violation is \$11,000.00, plus an additional 15 percent surcharge of \$1,650.00, for a total amount of \$12,650.00. The civil penalty fine for the second alleged violation is \$1,100.00, plus an additional 15 percent surcharge of \$165.00, for a total amount of \$1,265.00. The total amount of the fines for the two civil penalties is \$13,915.00. The CPAN further provides that if the Respondent pays the civil penalties within 10 calendar days of receipt of the CPAN, the amount of the civil penalty violations will be reduced to \$6,957.50.

SETTLEMENT AND AGREEMENT

4. The Parties have reached a settlement in this matter. The Respondent has agreed to pay 65-percent of the total amount of the CPAN, or \$9,045.00. The total settlement amount of \$9,045.00 includes a penalty amount of \$7,865.22, plus a fifteen-percent surcharge of \$1,179.78, pursuant to Section 24-34-108(2).

5. The Respondent admits liability for the violations in the CPAN.

6. In consideration of the following promises and agreements set out below in the Settlement Agreement and for other good and valuable consideration, the sufficiency 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 total amount of the penalty from \$13,915.00 to \$9,045.00, and therefore, will allow the Respondent to pay sixty-five percent of the penalty amount. This amount includes the penalty amount of \$7,865.22, plus the surcharge amount of \$1,179.78, for a total penalty amount of \$9,045.00.
- 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 within 10 days to resolve this proceeding;
 - b. The Respondent visited the PUC to discuss the CPAN and actively worked with the PUC to resolve the CPAN;
 - c. The Respondent was in the process of reapplying for his Luxury Limousine permit but did not complete the process, and because of this fact, the reapplication was cancelled.

B. Performance by the Respondent

- i. The Respondent will pay approximately 65-percent of the total amount of the CPAN or \$9,045.00. This amount includes a penalty of \$7,865.22 and a penalty amount of \$1,179.78 for a total amount of \$9,045.00.
- ii. The Respondent will pay the total penalty amount in 10 equal payments of \$904.50. The first payment will be due within 15 days after the date settlement is approved by the Commission. The Respondent will make all subsequent payments every 30 days until the settlement amount is paid in full.
- iii. The Respondent agrees that he will comply with the requirements of §§ 40-10.1-107(1) and 40-10.1-302(1)(a), C.R.S.
- iv. If the Respondent fails to make the payments required by this Paragraph 6(B), violates any of the terms in this Settlement Agreement, the full amount of the balance owed for the penalty will be due and owing immediately.
- v. If the Respondent violates any of the admitted violations in this case within one year of the date of approval of this Settlement Agreement, the balance of the amount owed under this Settlement Agreement is due immediately.

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

8. 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.

9. This Settlement Agreement serves the public interest because it requires the Respondent to pay a civil penalty of \$9,045.00, according to the terms of Paragraph 6(B).

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

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

12. The Respondent's failure to make the required settlement payment and to complete the payment obligations described in Paragraph 6(B) 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.

13. Should this Settlement Agreement be modified or not approved in its entirety by the 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 such order. In this event, this Settlement Agreement Shall be void and this matter set for hearing.

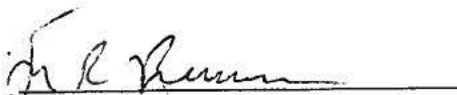
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DATED this 31st day of December, 2019.

STAFF OF THE COLORADO PUBLIC UTILITIES COMMISSION

By: _____
Brian Chesher
Director of Transportation
Colorado Public Utilities Commission
1560 Broadway, Suite 250
Denver, CO 80202

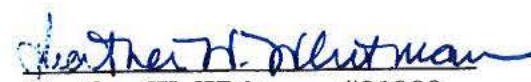
TAD R. BUONAMICI, d/b/a LONGEST LIMOS LLC

By:  _____
Tad R. Buonomici
Owner
Tad R. Buonomici, d/b/a Longest Limos LLC
1750 E. 1st Avenue
Loveland, CO 80537

Respondent

Approved as to form:

PHILIP J. WEISER
Attorney General

By:  _____
Heather W. Whitman, #31909
Assistant Attorney General
Revenue and Utilities Section
Colorado Department of Law
1300 Broadway, 8th Floor
Denver, CO 80203
Phone: (720) 508-6147
Email: Heather.Whitman@coag.gov

Attorney for Colorado Public Utilities Commission Staff

DATED this ____ day of December, 2019.

STAFF OF THE COLORADO PUBLIC UTILITIES COMMISSION

By: Brian K. Chesher 12.18.2019
Brian Chesher
Director of Transportation
Colorado Public Utilities Commission
1560 Broadway, Suite 250
Denver, CO 80202

TAD R. BUONAMICI, d/b/a LONGEST LIMOS LLC

By: _____
Tad R. Buonamici
Owner
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1750 E. 1st Avenue
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Phone: (720) 508-6147
Email: Heather.Whitman@coag.gov

Attorney for Colorado Public Utilities Commission Staff

CERTIFICATE OF SERVICE

I, Andrea DeHart, hereby certify that on January 6, 2020 I served a true and correct copy of the above upon each of the persons appearing below either through the E-Filing system or by other means in accordance with applicable law.

Lloyd Swint	<u>lloyd.sswint@state.co.us</u>	Trial Staff
Brian Chesher	<u>brian.chesher@state.co.us</u>	Trial Staff
Gary Gramlick	<u>gary.gramlick@state.co.us</u>	Advisory Staff
Heather Whitman	<u>heather.whitman@coag.gov</u>	Staff Counsel

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Phone: (970) 215-8358
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Respondent

/s/ Andrea DeHart