Decision No. R25-0879

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

PROCEEDING NO. 25F-0178CP

ROMAN LYSENKO,

COMPLAINANT,

V.

DTR OPERATIONS, LLC DOING BUSINESS AS ROCKY MOUNTAIN EVENT SHUTTLES,

RESPONDENT.

RECOMMENDED DECISION MEMORIALIZING MOTION RULINGS IN WRITING, RECOMMENDING A CEASE-AND-DESIST ORDER AGAINST RESPONDENT, AND CLOSING PROCEEDING

Issued Date: December 8, 2025

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I. STATEMENT

A. Relevant Procedural Background

1. On April 25, 2025, Complainant Roman Lysenko ("Complainant" or "Mr. Lysenko") initiated Proceeding No. 25F-0178CP by filing a Formal Complaint ("Complaint") against DTR Operations, LLC, Doing Business as Rocky Mountain Event Shuttles, ("Respondent") with the Colorado Public Utilities Commission (the "Commission").

2. On April 29, 2025, the Commission referred this matter by minute entry to an Administrative Law Judge ("ALJ") for disposition.

3. On May 19, 2025, Respondent filed a Motion to Dismiss. By Decision No. R25-0490-I, issued June 30, 2025, the ALJ denied the Motion to Dismiss.

4. Following a prehearing conference attended by both parties, the ALJ set the Proceeding for hearing on August 28, 2025 by Decision No. R25-0569-I, issued August 6, 2025.

5. On August 26, 2025, Respondent filed a Motion to Vacate and Request for Leave to File Motion to Compel Discovery Responses and to Compel Further Responses. On August 26,

2026, Mr. Lysenko filed an Opposition to Respondent's Motion to Vacate Hearing and Request for Leave to File Motion to Compel. By Decision No. R25-0621-I, issued August 27, 2025, the ALJ rescheduled the hearing and continued it to October 23, 3025 at 9:00 a.m.

6. On October 3, 2025, Respondent filed its "Motion for Determination of Question of Law ("Motion for Determination"), Or, In the Alternative, Motion to Compel Further Responses" ("Motion to Compel").[1] On October 7, 2025, Complainant filed his response to the Motion for Determination and Motion to Compel. On October 15, 2025, Respondent filed its "Motion for Leave to Submit Reply…" ("Motion to Submit Reply"). On October 16, 2025, Complainant filed his response to Respondent's Motion to Submit Reply.

7. The ALJ convened the hearing at approximately 9:00 a.m. on October 23, 2025. Complainant represented himself. Respondent appeared with counsel. Ace Express, LLC ("Ace Express") (appearing because of a subpoena to testify) appeared with counsel. Complainant called the following witnesses: Shawn Davis, Chief Operating Officer for Charter Operations for Ace Express; Daniel Siegel, owner of Respondent; and Mr. Lysenko. Respondent did not present any witnesses. The parties stipulated to the admission of Complainant's Hearing Exhibits 100 – 105; Complainant's Hearing Exhibits 107 – 110; and Shawn Davis's Affidavit. Respondent did not present any exhibits. At the conclusion of the hearing, the ALJ closed the evidentiary record and took the matter under advisement.

8. Pursuant to § 40-6-109, C.R.S., the ALJ now transmits the record of the hearing and recommended decision in this matter to the Commission.

[1] While the two motions were filed in a single document, the ALJ analyzed both separately and will refer to the two distinct motions within the single document as separate motions.

B. Complaint

9. Mr. Lysenko verified the Complaint. Complainant alleges that Respondent improperly operates as an unauthorized common carrier.[2] In particular, Complainant alleges that Respondent advertises and sells individual shuttle tickets to Red Rocks Park Amphitheater, Ford Amphitheater, Fiddler's Green Amphitheater, and Folsom Field without authority.[3] Complainant claims that, after selling individual shuttle tickets to patrons, Respondent transports its customers to the venues via charter buses that it contracts with Ace Express.[4] Complainant asserts that Respondent does not operate as a Transportation Broker under these circumstances because Respondent does not operate under Ace Express's charter bus authority and instead advertises and provides shuttle service, which it is not authorized to do.[5]

10. Complainant claims that Respondent's business practices violate four of the Commission's Transportation Rules found at 4 *Code of Colorado Regulations* ("CCR") 723-6. Specifically, Complainant alleges that Respondent's actions violate the following Rules:

- **Rule 6016(a)**, which provides that, "No person shall offer to provide a transportation service without an Authority or Permit to provide such service."
- **Rule 6016(c)**, which provides that, "Advertising to provide transportation service or advertising transportation service other than by brokerage is an offer to provide the advertised service."
- **Rule 6202(a)**, which provides that, "No Person shall operate or offer to operate as a Common Carrier or a Contract Carrier, without obtaining the appropriate

[2] Complaint at p. 2.
[3] *Id*.
[4] *Id*.
[5] *Id*.

Certificate or Permit and paying the application fee and or the annual Motor Vehicle Identification fees as set forth in Rule 6102"[6]

- **Rule 6008(a)(I)**, which provides that, "Every Motor Carrier shall obtain and keep in force at all times commercial Motor Vehicle liability insurance coverage or a surety bond providing coverage that conforms to the requirements of [Rule 6008]."

11. Complainant seeks a Commission order demanding that Respondent cease and desist operations, including website and online advertising, including but not limited to, advertising on AXS.com and Google.com.[7] Complainant also requests that the Commission assess civil penalties against Respondent.[8]

12. Respondent denies Complainant's allegations.[9] Respondent asserts 16 affirmative defenses, seven of which focus on the lack of alleged injury caused by Respondent's actions.[10] Respondent requests that the Complaint be dismissed with prejudice; that Respondent be compensated for costs of suit incurred; that Respondent be awarded attorney's fees; and that Respondent be provided such other and further relief as deemed just and proper.[11]

[6] Rule 6102 governs Motor Carriers' annual motor vehicle identification fees and vehicle registry requirements. Rule 6001(xx) defines "Motor Carrier" as "the same meaning as set forth in paragraph 1004(s) of the Commission's Rules of Practice and Procedure and § 40-10.1-101(11), C.R.S." The actual statutory provision is § 40-10.1-101(10), C.R.S., which defines "Motor Carrier" as "any person owning, controlling, operating, or managing a motor vehicle that provides transportation in intrastate commerce pursuant to [Article 10.1 of Title 40]; except the term does not include a transportation network company…or a transportation network company driver…"

[7] Complaint at p. 6.

[8] *Id*. at pp. 6-7.

[9] *See generally* Answer.

[10] *See, e.g.,* 14th Affirmative Defense in Answer at p. 5.

[11] Answer at p. 6.

C. Respondent's Motions

13. Respondent filed several motions prior to the hearing. The ALJ ruled on the following motions orally at the hearing.

14. **Motion for Determination.** Respondent contends in its Motion for Determination that it is entitled to a ruling in its favor and that Decision No. R25-0406 in Proceeding No. 24F-0263CP (the "On Location Decision") controls this Proceeding.[12] Respondent also asserts that, when the On Location Decision is applied to this Proceeding, it is unambiguous that Respondent is a Transportation Broker under Rule 6016(b), 4 CCR 723-6, of the Commission's Rules Regulating Transportation By Motor Vehicle.[13] Respondent argues that Complainant's Hearing Exhibits 101, 103, and 104 "inconspicuously, unambiguously, and without any potential for confusion" establish that Respondent is a Transportation Broker and not a transportation service provider (Common Carrier).[14] Respondent also asserts that because Respondent advertises as a broker (unlike the service provider in the On Location Decision), there is no confusion related to the issue of Respondent being a Transportation Broker.[15] Moreover, Respondent argues that "all riders and recipients of [Respondent's] shuttle tickets are members of a social group for the purpose 'of safely attending live music or other Event (*sic*), as members of the larger social organization of concert attendees who have (*sic*) will be or are seeking to attend the chosen event

[12] *See* Motion for Determination at p. 2.

[13] *Id*.; Rule 6016(b), 4 CCR 723-6, says, "Advertising to arrange transportation service as a Transportation Broker is not an offer to provide transportation service; rather it is an offer to broker transportation service. A person shall be presumed to have offered transportation service if the Person has not disclosed the fact that the services are being arranged by a Transportation Broker."

[14] *Id*. at p. 6.

[15] *Id*. at pp. 7-8.

on the agreed upon date, at the agreed upon venue.'"[16] Consequently, Respondent asserts, Respondent's operations are exempt from Commission regulation.[17]

15. In response to the Motion for Determination, Complainant argues that Respondent's motion is dispositive; that the deadlines for dispositive motions passed; and that whether Respondent is a broker is a mixed question of fact and law.[18] Complainant also argues that whether Respondent is a broker depends on its actions, not simply its website disclaimers.[19] Complainant asserts that the core factual dispute in this Proceeding is whether Respondent acts as a Transportation Broker or as an unauthorized carrier, and that a hearing is necessary for the ALJ to make this determination.[20]

16. **Motion to Compel**. Respondent seeks further discovery responses from Complainant. In the section of the Motion to Compel entitled "Facts," Respondent alleges that Complainant did not engage in good faith in the discovery process. For instance, Respondent asserts that "certain" discovery responses Complainant provided "cannot be true" due to "factual inconsistencies" within the responses.[21] Respondent claims that it is "evident" that Complainant's responses are "incomplete, evasive, and deficient under Colorado law."[22] Respondent also states, "[Complainant] intended to mislead Respondent [with its initial discovery responses] to gain an impressible advantage in this proceeding and to deprive Respondent of its right to due process of law."[23]

[16] *Id*. at p. 8.
[17] *See id*. at pp. 8-11.
[18] Response to Motion for Determination at pp. 1-2.
[19] *Id*. at p. 2.
[20] *Id*.
[21] Motion to Compel at p. 11.
[22] *Id*.
[23] *Id*. at p. 13.

17. Respondent further asserts that in August 2025, Complainant would not confer with Respondent to discuss Complainant's initial discovery responses in a manner that worked for Respondent. Respondent consistently referred Complainant to its August 25, 2025 letter to review Respondent's concerns with the discovery process.[24] In the August 25, 2025 letter, Respondent stated to Complainant that, "[i]nherent in this process is the discovery of inadmissible and irrelevant evidence."[25]

18. Complainant responded that he has "fully complied with all discovery obligations, provided substantive answers and all documents in his possession, and, for documents not in his possession, has provided clear, step-by-step instructions for accessing the relevant public records."[26] Complainant details six times Complainant attempted to confer with Respondent.[27]

19. **Motion to Submit Reply**. Respondent asserts that Complainant's response to Respondent's Motion to Compel "is littered with material misrepresentations of a [*sic*] fact and incorrect statements of law."[28] Respondent also asserts that Complainant "abandoned" his own discovery requests by submitting exhibits for the October 23, 2025 hearing, "thus demonstrating that discovery was unnecessary and likely for the sole purpose of harassing Respondent…"[29] Respondent further asserts that 24 facts and legal statements in Complainant's Response to the Motion to Compel "call into question whether any of these factual representations can be reasonably relied on."[30]

[24] *Id.* at p. 14.
[25] Exhibit A to Motion to Compel.
[26] *See* Response to Motion to Compel at p. 4.
[27] *Id*. at pp. 4-7.
[28] Motion to Submit Reply at p. 2.
[29] *Id*.
[30] *Id.* at p. 5.

20. In his response to Respondent's Motion to Compel, Complainant reiterates that his discovery responses were "complete, accurate, and transparent."[31] Complainant further asserts that "Respondent's conduct throughout the conferral process demonstrates a clear pattern of procedural gamesmanship and a lack of good faith engagement."[32]

21. **Motion for Directed Verdict**. At the conclusion of Complainant's presentation of his case-in-chief during the evidentiary hearing, Respondent moved for a directed verdict, stating, "We don't think [Complainant] made the burden of proof. We have no witnesses. We have no more evidence."[33]

D. **Party Positions**

22. Complainant contends that Respondent offers shuttle service transportation to anyone purchasing a ticket without Commission authority. Complainant asserts that because Respondent is offering to sell individual shuttle tickets without authority, Respondent cannot then provide charter bus service through Ace Express as Respondent is not authorized to provide shuttle service. Consequently, Complainant contends, Respondent is not acting as a Transportation Broker and instead is acting as an unauthorized carrier.

23. Respondent contends that it is acting as a Transportation Broker and that its actions are outside the jurisdiction of the Commission. Respondent further argues that the individuals who buy shuttle tickets are opting in to being part of the "Safe Ride Shuttle Group," which is an affiliated group of people trying to get to and from events safely.

[31] Response to Motion to Submit Reply at p. 2.
[32] *Id*. at p. 3.
[33] Hr. Tr. October 23, 2025, at p. 167:5-9.

II. FINDINGS OF FACT

24. Respondent does not have Commission authority to sell individual shuttle tickets.[34]

25. Respondent does not file motor carrier liability insurance with the Commission and relies on the companies with whom Respondent contracts charter buses to carry liability insurance.[35]

26. Respondent contracts with Ace Express to provide buses to transport Respondent's customers who purchased shuttle tickets to take the customers to and from the various venues.[36] Respondent charters approximately 100 buses with Ace Express a year.[37]

27. Respondent does not maintain a tariff or time schedule with the Commission.[38]

28. Respondent provides shuttles for events.[39]

29. Respondent does not own any vehicles.[40]

30. Respondent's website, rmeshuttles.com, offers customers the opportunity to "Buy shuttle tickets" to various venues.[41]

31. Respondent sells individual shuttle tickets to members of the public.[42]

32. Individuals who buy tickets from Respondent are allowed to transfer their ticket to someone else.[43]

[34] *Id.* at p. 49:2-3.
[35] *Id.* at p. 49:6-11.
[36] *Id.* at pp. 18:20-24; 18:25-19:11.
[37] *Id.* at p. 27:6-17.
[38] *Id.* at pp. 50:21-51:5.
[39] *Id.* at p. 48:2-7.
[40] *Id.* at p. 49:6-14.
[41] Hr. Ex. 101.
[42] Hr. Ex. 103; Hr. Tr. October 23, 2025, at p. 61:20-24.
[43] Hr. Tr. October 23, 2025, at pp. 74:21-24; 100:15-17.

33. Respondent advertises shuttle departures from the Origin Hotel Red Rocks, Kimpton Hotel Monaco, and Grand Hyatt Denver.[44]

34. Respondent exercises exclusive control over the buses including control over points of origin, destination, departure times, and who boards.[45] The only exception is if Ace Express deems the pickup locations as unsafe or inaccessible.[46]

35. Respondent's website states:

> Rocky Mountain Event Shuttles is not an official transportation provider yet instead operates as a Transportation Broker. All official transportation services are delivered by our Transportation Partners. By purchasing RME Shuttle Passes, you acknowledge that you will be traveling with a third-party charter service provider that takes on all transportation responsibilities. Please read Terms and Conditions before purchasing shuttle tickets.[47]

36. Respondent includes terms and conditions when a member of the public buys a ticket, including the following:

> You and all persons in your party also acknowledge by riding with our transportation partners you will be entering into a "Chartering Party" therefore affiliated with all other passengers with the shared person interests in the artists performing at the event as well as the shared interest to get to the show safely without driving yourself, "RME Safe Rides."[48]

37. Respondent's terms and conditions also include a statement that, "If there are not enough social group members to economically justify the cost of transportation, all social group members will receive prompt notice and prompt refunds, if due."[49]

[44] Hr. Ex. 108.
[45] Hr. Ex. 108; *See* Hr. Tr. at pp. 29:2-8; 29:17-30:12; 32:8-10.
[46] Hr. Tr. October 23, 2025, at p. 29:5-8.
[47] Hr. Ex. 108.
[48] Hr. Ex. 105.
[49] Hr. Ex. 103.

38. Respondent does not confirm that individuals who purchase their shuttle tickets attend the concert to which a particular shuttle drives.[50]

39. When a member of the public purchases a ticket for transportation from Respondent, the ticket is delivered to the purchaser via email and shows the date of transportation, the time of the concert, and the point of origin.[51]

40. Ace Express does not have authority to sell individual tickets.[52] If Respondent's customers possess individual tickets to board Ace Express's bus, those tickets are not issued on behalf of Ace Express.[53]

III. LEGAL STANDARDS

41. The General Assembly regulates the transportation of passengers by motor vehicle for hire to protect the public health, safety, and general welfare.[54]

42. Regarding complaints against public utilities, § 40-6-108(1)(a), C.R.S., says:

> Complaint may be made…by any corporation, person…by petition or complaint in writing, setting forth any act or thing done or omitted to be done by any public utility, including any rule, regulation…in violation, or claimed to be in violation, or of any provision of law or any order or rule of the commission.

43. Commission Rule 1302 of the Rules of Practice and Procedure also provides that:

> Any person may file a formal complaint at any time. A formal complaint shall set forth sufficient facts and information to adequately advise the respondent and the Commission of the relief sought and, if known, how any statute, rule, tariff, price list, time schedule, decision, or agreement memorialized, accepted, or approved by Commission decision is alleged to have been violated.[55]

[50] Hr. Tr. October 23, 2025, at p. 112:17-23.
[51] Hr. Ex. 103.
[52] Hr. Tr. at p. 38:1-6.
[53] Hr. Tr. at p. 41:7-13.
[54] *Denver Cleanup Serv., Inc. v. Pub. Utils. Comm'n*, 561 P.2d 1252, 1254 (Colo. 1977).
[55] Rule 1302, 4 CCR 723-1.

44. Section 40-6-108(1)(d), C.R.S., also clarifies that, "[t]he commission is not required to dismiss any complaint because of the absence of direct damages to the complainant."

A. Transportation Rules

45. Rule 6016(a), 4 CCR 723-6, provides that, "[n]o person shall offer to provide a transportation service without an Authority or Permit to provide such service." This Rule aligns with the relevant statutory provision, which states that "[a] person shall not operate or offer to operate as a common carrier in intrastate commerce without first having obtained from the commission a certificate declaring that the present or future public convenience and necessity requires or will require such operation."[56]

46. Rule 6016(c), 4 CCR 723-6, states that, "[a]dvertising to provide transportation service other than by brokerage is an offer to provide the advertised service."

47. Rule 6202(a), 4 CCR 723-1, states that, "[n]o person shall operate or offer to operate as a Common Carrier or a Contract Carrier, without obtaining the appropriate Certificate or Permit and paying the application fee and or the annual Motor Vehicle identification fees as set forth in rule 6102."[57]

48. Rule 6001(p), 4 CCR 723-6, defines "Common Carrier" in relevant part as:

> a public utility as defined in § 40-1-102, C.R.S, and includes the obligation to indiscriminately accept and carry Passengers for Compensation. Common Carrier includes every Person directly or indirectly affording a means of transportation, or any service or facility in connection therewith, within this state, by Motor Vehicle…

[56] § 40-10.1-201, C.R.S. *See also* § 40-10.1-104, C.R.S. ("A person shall not operate or offer to operate as a motor carrier in this state except in accordance with this article [10.1].").

[57] *See* Rule 6001(p), 4 CCR 723-6, for definition of "Common Carrier."

49. Rule 6008(a)(I), 4 CCR 723-6, requires that every Motor Carrier obtain and keep in force commercial Motor Vehicle liability insurance or a surety bond providing coverage as required by the Rule.[58]

50. Rule 6001(www), 4 CCR 723-6, defines "Transportation Broker" as "a Person, who, for Compensation, arranges, or offers to arrange, for-hire, transportation of Passengers by a Motor Carrier under authority not operated by the Transportation Broker."

51. Section 40-10.1-301, C.R.S., defines "Chartering party" as

> [A] person or group of persons who share a personal or professional relationship whereby all such persons are members of the same affiliated group, including a family, business, religious group, social organization, or professional organization. "Chartering Party" does not include groups of unrelated persons brought together by a carrier, transportation broker, or other third party.

B. **Civil Penalties**

52. The Commission is obligated "to see that the constitution and statutes of this state affecting public utilities, and persons subject to article 10.1 or 10.5 of [title 40], … are enforced and obeyed and that violations thereof are promptly prosecuted and penalties due the state are recovered and collected."[59]

53. Under Colorado law:

> Any person may file a complaint against a motor carrier for a [statutory or rule violation]. The complainant may request any relief that the commission, in its authority, may grant, including an order to cease and desist, suspension or revocation of the motor carrier's certificate or permit, or assessment of civil penalties…In assessing civil penalties under this subsection (2), the commission is not constrained by the procedural requirements of section 40-7-116.[60]

[58] A "Common Carrier" is a type of Motor Carrier of passengers. *See* Part 2 of Title 40, Article 10.1 of the Colorado Revised Statutes.
[59] § 40-7-101, C.R.S.
[60] § 40-10.1-112(2), C.R.S.

54. Pursuant to § 40-7-112(1)(a), C.R.S., "A person who operates or offers to operate as a motor carrier as defined in section 40-10.1-101…is subject to civil penalties as provided in this section and sections 40-7-113 to 40-7-1165, in addition to other sanctions that may be imposed pursuant to law."

55. The Commission assesses civil penalties after a Person has admitted liability or has been adjudicated to be liable for violations of certain statutes or Commission rules.[61]

56. The maximum civil penalty for one violation of Rule 6016 is $500 per violation.[62]

57. The maximum civil penalty for one violation of Rule 6202 is $1,100.[63]

58. The maximum civil penalty for one violation of Rule 6008 is $11,000.[64]

59. In addressing civil penalties, the Commission considers any evidence concerning some or all of the following factors: (a) the nature, circumstances, and gravity of the violation; (b) the degree of the respondent's culpability; (c) the respondent's history of prior offenses; (d) the respondent's ability to pay; (e) any good faith efforts by the respondent in attempting to achieve compliance and to prevent future similar violations; (f) the effect on the respondent's ability to continue in business; (g) the size of the respondent's business; and (h) other factors as equity and fairness may require.[65]

IV. RESPONDENT'S MOTIONS

60. The ALJ provided oral rulings on Respondent's motions at the evidentiary hearing. The following is the analysis and discussion of the motions.

[61] Rule 6018(b), 4 CCR 723-6.
[62] Rule 6018(c), 4 CCR 723-6.
[63] *Id*.
[64] *Id*.
[65] Rule 1302(b), 4 CCR 723-1.

A. Motion for Determination

61. Pursuant to the Colorado Rules of Civil Procedure ("C.R.C.P."), at any time after the last required pleading, a party may move for a determination of a question of law.[66] If there is no genuine issue of material fact necessary for the determination of the question of law, a judge may enter an order deciding the question.[67] C.R.C.P. 56(h)'s purpose is to allow a court to address legal issues that are not dispositive of a claim.[68]

62. Although Respondent entitled its motion as a motion for determination of a question of law, Respondent admitted that the issue was dispositive of the Complaint, thereby establishing that it was not actually such a motion. It was, instead more akin to a motion for summary judgment. Respondent asserts that the On Location Decision controls and "refutes the merits of the Formal Complaint," necessitating the dismissal of this Proceeding.[69] Respondent argues that Respondent is objectively, expressly, and unambiguously a Transportation Broker.[70]

63. Rule 1400(f) states that "[a] motion for summary judgment may be filed in accordance with rule 56 of the Colorado Rules of Civil Procedure."[71]

64. Summary judgment is a drastic remedy which is to be granted only in the clearest of cases."[72] Summary judgment "is only appropriate if the pleadings, affidavits, depositions, or admissions establish that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law."[73] The burden is on the movant to show that there is no

[66] C.R.C.P. 56(h).
[67] *Id*.
[68] *See In re Estate of McCreath*, 240 P.3d 413, 415 (Colo. App. 2009).
[69] *See* Motion for Determination at p. 2.
[70] *Id*.
[71] Rule 1400(f), 4 CCR 723-1.
[72] *McDonald v. Zions First Nat'l Bank, N.A.*, 348 P.3d 957, 964 (Colo. App. 2015) (quoting *Disner v. United Bank of Cherry Creek, N.A.*, 780 P.2d 51, 54 (Colo. App. 1989)).
[73] *McDonald*, 348 P.3d at 964 (quoting *Pham v. State Farm Mut. Auto. Ins. Co.*, 70 P.3d 567, 572 (Colo. App. 2003)); C.R.C.P. 56(c).

genuine issue of material fact.[74] For the purposes of summary judgment, a material fact is one that will affect the outcome of the case.[75] When considering summary judgment, "[t]he nonmoving party is given all favorable inferences from the undisputed facts, and all doubts as to the existence of a triable factual issue are resolved against the moving party."[76]

65. Pursuant to C.R.C.P. 56(c), a party must file any motion for summary judgment no later than 91 days prior to trial.

66. As noted above, the Motion for Determination itself states that it is dispositive of the Complaint and all issues therein.[77] Respondent is presumptively aware that C.R.C.P. 56(h) is not the vehicle for disposing of a claim as Respondent cites case law in its Motion for Determination that states "[t]he purpose of a [C.R.C.P. 56(h)] motion is to allow the court to address issues of law which are not dispositive of a claim."[78] Nevertheless, Respondent highlights the dispositive nature of its Motion for Determination.[79] This contradiction suggests that the Motion for Determination is one for summary judgment masked as a motion for determination of question of law.

67. While summary judgment and determinations of questions of law under C.R.C.P. 56(h) have similar standards, they have different functions. Motions for summary judgment may dispose of a case on the basis that there is no material factual dispute and, based on the undisputed facts, one party could not prevail at trial as a matter of law.[80] Conversely, the purpose of a motion

[74] *People ex rel. A.C.*, 170 P.3d 844, 846 (Colo. App. 2007).
[75] *Struble v. Am. Fam. Ins. Co.*, 172 P.3d 950, 955 (Colo. App. 2007).
[76] *Montezuma Valley Irrigation Co. v. Bd. of Cnty. Cmm'rs of Cnty. of Montezuma*, 486 P.3d 428, 431 (Colo. App. 2020) (quoting *Coffman v. Williamson*, 348 P.3d 929 (Colo. 2015)).
[77] *See* Motion for Determination at pp. 1, 2.
[78] *Id.* at p. 7 (citing *Ritchey v. McCreath (In restate of McCreath)*, 240 P.3d 413, 415 (Colo. App. 2009)).
[79] *Id.* at pp. 1, 2.
[80] *Markus v. Brohl*, 412 P.3d 647, 651 (Colo. App. 2014) (quoting *Roberts v. Am. Fam. Mut. Ins. Co.*, 144 P.3d 546, 548 (Colo. 2006)).

for determination of question of law under C.R.C.P. 56(h) "is to 'allow the court to address issues of law which are *not* dispositive of the claim,' i.e., allow the court to address issues of law which do not warrant summary judgment."[81]

68. Determinations of questions of law may streamline legal proceedings by dealing with discrete legal issues prior to presenting the merits before the fact finder, but they do not entirely resolve proceedings in the way summary judgment does. This is why motions for summary judgment are subject to more stringent requirements than motions for determinations of questions of law and generally involve review of affidavits, depositions, and admissions, necessitating the earlier filing deadline in C.R.C.P. 56(c).

69. Accordingly, here, given the nature of the request in the Motion for Determination, the ALJ construes Respondent's request for determination of a question of law as a request for summary judgment and applies the summary judgment standards.

70. Turning briefly to the substantive allegations of the Motion for Determination, Respondent claims that there is no factual dispute as to the appearance of the brokerage disclaimer on its website and this establishes it as a Transportation Broker under Rule 6001(www).[82] Complainant argues that whether Respondent satisfies the definition of a Transportation Broker under this Rule is a fact-dependent inquiry that goes beyond the appearance of a disclaimer on its website. The ALJ agrees that the inclusion of a disclaimer to attempt to satisfy Rule 6016, which prohibits offering or advertising transportation without a permit, does not necessitate that Respondent satisfies the definition of a Transportation Broker under Rule 6001. As Complainant suggests, whether the disclaimer is sufficient and whether Respondent goes beyond acting as a

[81] *E. Cherry Creek Valley Water & Sanitation Dist. V. Greeley Irrigation Co.*, 348 P.3d 434, 442 (Colo. 2015) (quoting *Bd. of Cnty. Comm'rs v. United States*, 891 P.2d 952, 963 n.14 (Colo. 1995)).

[82] Rule 6001(www), 4 CCR 723-6.

Transportation Broker may depend on the conduct of Respondent, its business practices, contractual relationships, and other fact-specific considerations.

71. As all doubts as to the existence of a triable fact issue are resolved against the moving party, the ALJ finds that summary judgment is inappropriate as material factual disputes may still exist.

72. Further, Respondent relies heavily on the On Location Decision to suggest that it has clearly and unambiguously complied with all Commission Rules because it includes a disclaimer on its website.[83] In the On Location Decision, the ALJ found that the respondent in that proceeding was violating Commission Rules by advertising and offering transportation on its website which it was not authorized to provide. Although the respondent there argued that it acted only as a Transportation Broker and that third parties with the proper permitting provided the actual transportation, the ALJ found that "[the respondent's] failure to identify itself as a transportation broker precludes it from being considered as such with regard to the advertisement and offer at issue here."[84]

73. Despite finding that the respondent violated Commission Rules 6016 and 6202, which prohibit offering or advertising transportation service and operating as a common carrier without a permit, respectively, the ALJ declined to impose civil penalties. It was only after the complaint in that proceeding was filed that the respondent added a disclaimer to its website claiming that it acted as a Transportation Broker.[85] The ALJ considered this when discussing remedies pursuant to Rule 1302(b), which includes "any good faith efforts by the respondent in attempting to achieve compliance and to prevent future similar violations" as a mitigating factor

[83] Motion for Determination at pp. 7-9.
[84] Decision No. R25-0406 issued in Proceeding No. 24F-0236CP on May 29, 2025, at p. 22.
[85] *Id.* at pp. 25-26.

in determining civil penalties.[86] However, the ALJ expressly noted that it was not determining the sufficiency of the disclaimer added to the respondent's website as the issue "ha[d] not been properly raised or briefed as it did not exist at the time the Complaint was filed."[87]

74. In declining to impose penalties, the ALJ found only that the addition of the disclaimer to the respondent's website "show[ed] a good faith effort in attempting to achieve service," not that the respondent had actually achieved compliance.[88] As such, Respondent here cannot rely on the On Location Decision to show that it is "squarely a Transportation Broker within the meaning of 4 Colo. Code Regs. § 723-6:6016(b) as interpreted by the On Location Decision,"[89] because that decision simply did not opine on the sufficiency of the disclaimer nor the definition of a Transportation Broker as Respondent suggests.

75. In any event, the Motion for Determination was filed on October 3, 2025, only 20 days prior to the scheduled hearing, and the ALJ declines to rule on a late-filed dispositive motion where the opposing party and ALJ lacked an adequate opportunity to properly review and consider the motion.

76. Although the ALJ does not agree with Respondent's contention that there are no factual issues here, the core of Respondent's Motion for Determination is a request that the ALJ enter judgment in its favor as there is no factual dispute that there was a brokerage disclaimer on its website. In essence, Respondent moves for summary judgment despite the title of its Motion for Determination. Whether the ALJ would have denied or granted a timely filed motion for summary judgment here is not the question—Respondent sought summary judgment in its Motion

[86] Rule 1302(b)(V), 4 CCR 723-1.
[87] Decision No. R25-0406 at p. 25-26, ¶ 116.
[88] *Id.* at p. 27, ¶ 120.
[89] Motion for Determination at p. 9.

for Determination and the time to do so had long since passed when it filed its motion. A motion for determination of question of law is not a second bite at the summary judgment apple for those that missed the earlier summary judgment deadline, nor is it intended to circumvent the factual inquiry involved in a summary judgment review.

77. As the ALJ construes the Motion for Determination as a Motion for Summary Judgment, the request for summary judgment is late and will be denied.

B. Motion to Compel

78. Rule 1405 generally governs discovery in Commission proceedings.[90] Under Rule 1405(g), the Commission discourages discovery disputes and "will entertain motions to compel or for protective orders only after the ***movant*** has made a good faith effort to resolve the discovery dispute."[91] (emphases added).

79. Through Rules 1004(h) and 1405(a), the Commission incorporates Rules 26 through 37 of the 2012 edition of the Colorado Rules of Civil Procedure, with some exceptions.[92] The Commission's procedural rules allow any party to initiate discovery upon any other party to discover any matter, not privileged, that is relevant to the claim or defense of the party. With a few exceptions, the Commission has incorporated by reference the 2012 version of Rules 26 through 37 of the C.R.C.P.s that govern discovery."[93] The Rule allows parties to engage in "very broad" discovery.[94] However, discovery is not limitless.[95] Requests cannot be "unreasonable or unduly

[90] Rule 1405, 4 CCR 723-1.
[91] Rule 1405(g), 4 CCR 723-1.
[92] Rule 1405(a)(II), 4 CCR 723-1, identifies the specific C.R.C.P. provisions in Rules 26 through 37 that are not incorporated.
[93] Rules 1004(b) and 1405(a)(I), 4 CCR 723-1.
[94] *Corbetta v. Albertson's, Inc.*, 975 P.2d 718, 720 (Colo. 1999).
[95] *Silva v. Basin Western, Inc.*, 47 P.3d 1184, 1188 (Colo. 2002).

burdensome or expensive, given the needs of the case, the discovery already had in the case, the amount in controversy, and the importance of the issues at stake in the litigation."[96]

80. A party may apply for an order compelling disclosure or discovery under certain circumstances, and motions to compel are "committed to the discretion of the trial court."[97] Relevant here, a party may file a motion for another party's alleged failure to follow C.R.C.P. 26(a), and the requesting party must also ensure its motion is "accompanied by a certification that the movant in good faith has conferred or attempted to confer with the party not making the disclosure in an effort to secure the disclosure without court action."[98] The Commission will only entertain motions to compel after the movant has demonstrated that it has made a good faith effort to resolve the discovery dispute.[99]

81. As the proponent of the order compelling discovery, the moving party must meet its burden of proof that entitles it to its requested relief.

82. Respondent seeks further discovery responses from Complainant. In the section of the Motion to Compel entitled "Facts," Respondent focuses on Complainant's alleged lack of good faith in the discovery process. For instance, Respondent asserts that "certain" discovery responses Complainant provided "cannot be true" due to "factual inconsistencies" within the responses.[100] Respondent claims that it is "evident" that Complainant's responses are "incomplete, evasive, and deficient under Colorado law."[101] Respondent then states, "[Complainant] intended to mislead

[96] C.R.C.P. 26(g)(2)(C) (2012).
[97] *Corbetta* 975 P.2d at 720 (Colo. 1999).
[98] C.R.C.P. 37(2) (2012).
[99] *See* Rule 1405(g), 4 CCR 723-1.
[100] Motion to Compel at p. 11.
[101] *Id*.

Respondent [with its initial discovery responses] to gain an impressible advantage in this proceeding and to deprive Respondent of its right to due process of law."[102]

83. Respondent also asserts that Complainant has not engaged in the conferral process in good faith. For example, Respondent asserts that in August 2025, Complainant "demanded" a Zoom conference to confer about his initial discovery responses, "but could not relay any reason Zoom was preferable over phone or email…"[103] Respondent then apparently declined to meet until Complainant reviewed a specific letter that Respondent sent on August 25, 2025.[104] Then Respondent states that "[Complainant] served supplemental responses [to Respondent's discovery requests] on September 3, 2025 at 8:33 p.m. *without ever attempting to confer with Respondent*" (emphasis added), despite its prior assertion that Complainant "demanded" a Zoom conference to confer.[105] Respondent then notes that Complainant asked Respondent to re-send the August 25, 2025 letter after Complainant filed his supplemental responses, and Respondent states that (despite Respondent's prior refusal to meet and confer where the parties could have discussed the letter in detail), "…the supplemental responses were prepared without any regard to Respondent's stated concerns, which could have been an intentional effort to waste time and money…"[106] Respondent continued to direct Complainant to the August 25, 2025 letter and Complainant provided second supplemental responses to the discovery requests.[107]

[102] *Id*. at p. 13.
[103] *Id*.
[104] *Id.* at p. 14
[105] Complainant provided an email with his September 3, 2025 supplemental responses where he states, "I am writing to confer regarding my [discovery responses]" and "Let's walk through question by question. I am committed to working in good faith to resolve discovery disputes and to ensure that both parties have access to the information needed, while protecting sensitive business interests."
[106] Motion to Compel at p. 14.
[107] *Id*.

84. Regarding the August 25, 2025 letter, Respondent misstated the law to Complainant. Specifically, Respondent advised Complainant that, "Inherent in this process is the discovery of inadmissible and ***irrelevant*** evidence."[108] (emphases added). This is not the case. C.R.C.P. 26(b)(1) clarifies that parties may obtain discovery regarding any matter, not privileged, that is ***relevant*** to any party's claims or defense. Respondent's misunderstanding of a crucial part of the discovery process informs the ALJ as to the potential basis for Respondent's assertions regarding Complainant's actions as Respondent sought information irrelevant to its defense.

85. Regardless, Respondent's focus on Complainant's alleged bad faith conferral misses the mark. The standard is not whether the responding party conferred in good faith, but whether the moving party has. Respondent did not include the required certification of conferring in good faith with its Motion to Compel.[109] Moreover, the tone of both Respondent's Motion to Compel and the communications the parties attached to their filings suggest that Respondent has not attempted to confer in good faith.[110] The ALJ finds that Respondent did not meet its burden for its requested relief and the ALJ cannot entertain Respondent's motion under Rule 1405(g). Accordingly, the ALJ will deny Respondent's Motion to Compel.

86. Further, the ALJ has reviewed Respondent's discovery requests and Complainant's responses. Complainant's responses illustrate an effort to meaningfully respond to the requests, some of which require legal conclusions and some that seek information publicly available to

[108] Exhibit A to Motion to Compel.
[109] C.R.C.P. 37 (2012); Rule 1405(g), 4 CCR 723-1.
[110] As one example, Respondent stated to Complainant that, "Until [the parties] are on the same page, a phone or zoom conversation would be an exercise in futility…" Exhibit D to Complainant's Response to Motion to Compel.

Respondent.[111] Consequently, the ALJ finds that Complainant's responses to the discovery requests are reasonable.

C. Motion for Leave to Submit Reply

87. Respondent asserts that Complainant's response to the Motion to Compel "is littered with material misrepresentations of a [sic] fact and incorrect statements of law."[112] Respondent also asserts that Complainant "abandoned" his own discovery requests by submitting exhibits for the October 23, 2025 hearing, "thus demonstrating that discovery was unnecessary and likely for the sole purpose of harassing Respondent…"[113]

88. Respondent further asserts that 24 facts and legal statements in Complainant's Response to the Motion to Compel "call into question whether any of these factual representations can be reasonably relied on."[114]

89. In his response to the Motion to Submit Reply, Complainant reiterates that his discovery responses were "complete, accurate, and transparent."[115] Complainant further asserts that "Respondent's conduct throughout the conferral process demonstrates a clear pattern of procedural gamesmanship and a lack of good faith engagement."[116]

[111] *See*, *e.g.*, Response to Motion to Compel at p. 10 (where Complainant provides directions to Respondent to find the publicly available requested documents).
[112] Motion to Submit Reply at p. 2.
[113] *Id.*
[114] *Id.* at p. 5.
[115] Response to Motion to Submit Reply at p. 2.
[116] *Id.* at p. 3.

90. Pursuant to Commission Rule 1400, "[a] movant may not file a reply to a response unless the Commission orders otherwise."[117] Any party seeking to file a reply to a motion must demonstrate:

(I) a material misrepresentation of fact;
(II) accident or surprise, which ordinary prudence could not have guarded against;
(III) newly discovered facts or issues, material for the moving party which that party could not, with reasonable diligence, have discovered at the time the motion was filed; or
(IV) an incorrect statement or error law.

91. The movant bears the burden of proving one or more of these factors by a preponderance of the evidence.[118]

92. Here, Respondent asserts that Complainant, in his Response to the Motion for Determination, made at least 20 material misrepresentations of fact and four incorrect statements or errors of law. However, Respondent has failed to meet its burden of establishing by a preponderance of the evidence that any of the four factors exist to warrant a reply.

93. Respondent identifies statements in Complainant's Response that it takes issue with but largely reiterates arguments it has already made highlighting disagreements with the Complainant rather than actual factual or legal misrepresentations that would alter the ALJ's analysis of the Motion for Determination.

94. Respondent first identifies 20 "Factual Representations," most of which are opinions or legal assertions rather than factual representations. Regarding Factual Representation No. 1, Respondent suggests that Complainant's understanding of the ultimate issue in his Response is a factual misrepresentation because it does not use the exact same wording as in the Complaint. Respondent argues that "the Complaint or Response is misconstruing the allegations of the

[117] Rule 1400(e), 4 CCR 723-1.
[118] Rule 1500, 4 CCR 723-1.

Complaint which focuses on whether Respondent is or is not a transportation broker not subject to PUC regulation by restating the issue as whether Respondent is a transportation broker compliant with PUC regulation."[119] However, these are two parts of the same issue. If Respondent is properly acting as a Transportation Broker, its actions in this Proceeding may not be subject to Commission regulation; however, if Respondent is not properly acting as a Transportation Broker and continues to advertise and sell transportation, it is not complying with Commission rules, including those specifically identified in the Complaint.[120] While brokerage status may be a threshold issue, Complainant specifically identifies Commission Rules it believes Respondent is violating if it does not qualify as a Transportation Broker and the ALJ finds no issue with Complainant's framing of the claims.

95. In Factual Representation No. 2, Complainant states that "[t]he evidence to be developed includes RME's contracts, ticketing process, advertising, customer disclosures, and the actual mechanics of how transportation is arranged and provided." This is merely a general statement of what Complainant believes are the categories of evidence that will be developed at the hearing relating to whether Respondent properly acts as a Transportation Broker. Similarly, in Factual Representation No. 3, Complainant's statement that "[t]he ALJ should not make a final determination on the broker issue without the benefit of discovery, witness testimony, and a full evidentiary hearing," lacks any factual content. This statement is a legal argument regarding Complainant's belief as to how the Proceeding should move forward and has no bearing on the substance of the Motion to Compel.

[119] Motion to Submit Reply at p. 6.
[120] *See* Complaint, at pp. 6-7.

96. With respect to Factual Representation No. 4, Complainant's characterization of the legal substance of Respondent's Motion for Determination is not a factual representation. Complainant provides a legal basis for why he believes Respondent's Motion for Determination was not properly characterized as a motion for determination of a question of law.

97. Many of the Factual Representations that Respondent identifies are Complainant's statements asserting that he complied with discovery rules and attempted to confer in good faith. Although Respondent disagrees with that interpretation, Complainant is entitled to assert that he complied with discovery rules. It is the ALJ that determines whether this is the case and any conclusory statements from either Complainant or Respondent are opinions or legal arguments, not factual representations that would inform any factual findings in the Motion to Compel. The relevant material facts at issue in the context of the Motion to Compel are the email exchanges between the parties during the discovery process and the responses to discovery requests.

98. Regarding Factual Representation No. 17, Respondent appears to suggest that its own characterization of Complainant's attempts to clarify discovery issues as a "waste of time" is a factual statement. Respondent's belief that something is a waste of time does not make it a fact, and Complainant's disagreement with Respondent's opinion is not a factual representation.

99. Factual Representation No. 18 merely points out that Respondent can access the public records in the Commission's e-filing system. Respondent again reiterates its argument on whether Complainant should be required to produce a public document, but this does not establish any factual misrepresentation that warrants a reply.

100. Finally, with respect to Factual Representation Nos. 19 and 20, differing understandings of previous decisions in this Proceeding are not factual representations but legal interpretations. The ALJ finds that these statements do not present any factual misrepresentation

that warrants a reply. However, Respondent also states that "it is abundantly clear that Claimant waived his right to initial discovery, which implicitly includes waiver of his right to additional discovery."[121] The ALJ is aware of no rule supporting this assertion that Complainant can waive initial discovery or abandon discovery requests by filing exhibits, nor does Respondent provide one. C.R.C.P. 37 allows the court, not the parties, to determine and impose discovery sanctions and no such sanctions have been imposed in this Proceeding. Complainant has not waived his rights to initial discovery nor abandoned his discovery requests as Respondent suggests, but rather sought to move the case forward despite procedural disagreements between the parties.

101. The ALJ finds that Respondent's list of "Factual Representations" does not include a single factual misrepresentation but rather identifies legal arguments and opinions that the ALJ need not rely on in ruling on the Motion for Determination or Motion to Compel. Respondent points to no representation or statement that, if false, would alter the ALJ's analysis. As such, the ALJ finds that no material misrepresentations of fact warrant a reply.

102. Similarly, regarding the incorrect statements or errors of law that Respondent identifies, the ALJ is not persuaded that they warrant a reply.

103. As to Legal Representation No. 1, the core of the legal assertion is that Respondent's Motion for Determination is a dispositive motion that is more properly characterized as a motion to dismiss. Although the ALJ construes the Motion for Determination as a motion for summary judgment rather than a motion to dismiss, the ALJ agrees with Complainant's legal assertion that the Motion for Determination is a dispositive one for which the deadline had passed when it was filed, as further discussed above. As such, the ALJ finds that this is not an incorrect statement or error of law that warrants a reply.

[121] Motion to Submit Reply at p. 10.

104. Legal Representations Nos. 2 and 3 are Complainant's representation of the ultimate issues in this Proceeding and his understanding of how the analysis should be developed. Respondent's argument that Complainant could have presented an affidavit as to Respondent's business practices is not persuasive as it does not speak to any legal misrepresentation in the statement identified and, in any event, Complainant was not required to provide an affidavit in response to what Respondent characterized as a motion for determination of a question of law. Respondent also argues that "Claimant's original Exhibit Nos. 101, 103 and 104 unequivocally disclose Respondent's transportation broker status and squarely disclose the identity of Respondent's transportation partner that will provide the transportation service."[122] Again, this does not speak to a legal misrepresentation in the statements identified, it is Respondent's argument in support of the ultimate issues in this proceeding and outside the scope of this Motion to Submit Reply.

105. Finally, with respect to Legal Representation No. 4, Complainant's statement is specific to dispositive rulings and asserts that a motion for determination of question of law filed after the dispositive motion deadline is not the appropriate place to address dispositive issues. The ALJ agrees with this statement of law, as discussed above. Even if the factual circumstances at issue here are mostly uncontested, Respondent had the opportunity to file a dispositive motion prior to the deadline in C.R.C.P. 56(c) and did not.

106. This Motion to Submit Reply is not an opportunity for Respondent to reargue every point it has already made in its Motion to Compel and other filings, nor is it a vehicle to allow Respondent to raise new arguments. Respondent's Motion to Submit Reply attempts to reargue legal points rather than actually point to any factual deficiency that the ALJ should be aware of in

[122] *Id*. at p. 12.

ruling on the motions. Respondent points to nothing that would alter the ALJ's analysis of the Motion for Determination or Motion to Compel.

D. Motion for Directed Verdict

107. Under C.R.C.P. 50, a party may move for a directed verdict at the close of the evidence offered by an opponent. When making the motion, the party must state the grounds therefor.[123]

108. At the conclusion of Complainant's evidence, Respondent moved for directed verdict. Respondent stated, "The defense moves – or Respondent moves – for directed verdict. We don't think [Complainant] made the burden of proof."[124]

109. For the reasons described in Section V below, the ALJ denied the motion.

V. DISCUSSION AND CONCLUSIONS

A. Alleged Rule Violations – Rules 6016 and 6202

110. Complainant alleges that Respondent offered to provide transportation services that it lacked authority to provide in violation of Commission Rules 6016(a) and (c) and 6202.

111. Respondent argues that it acts as a Transportation Broker and is not subject to Commission regulation. Respondent further argues that it advertises as a Transportation Broker, thereby making it clear that it is acting as such.

112. Rule 6001(www), 4 CCR 723-6, defines "Transportation Broker" as "a Person who, for Compensation, arranges, or offers to arrange, for-hire, transportation of Passengers by a Motor Carrier under authority not operated by the Transportation Broker.

[123] C.R.C.P. 50.
[124] Hr. Tr. October 23, 2025, at p. 107:5-9.

113. Respondent advertises shuttle services. And Respondent does not have authority to provide or advertise to provide shuttle services without Commission approval through the Certificate of Public Convenience and Necessity process.

114. Here, because Respondent holds itself out as a shuttle company and offers the sale of shuttle tickets to members of the public, Respondent did in fact offer the transportation service, *i.e.,* the shuttle service, at issue pursuant to Rules 6016(a) and (c) and 6202.

115. Although Respondent arranges and offers to arrange, for-hire, transportation of passengers by a motor carrier under authority not operated by Respondent, Respondent's activities do not fit the definition of "Transportation Broker." Respondent arranges transportation for passengers through unauthorized means. Specifically, Respondent obtains customers by improperly holding itself out as an authorized shuttler service company. Implicit in the definition of "Transportation Broker" is the expectation that the broker arranges transportation with its customers in a lawful manner, which is not the case here. Accordingly, Respondent's reliance on its advertisements is misguided as Respondent's advertisements improperly suggest that Respondent has authority to sell shuttle tickets. If Respondent were allowed to continue to sell shuttle tickets without proper authority and charter a bus to transport the individuals, the Commission's regulatory program would be rendered meaningless.

116. Moreover, a broker is an intermediary that arranges a transaction between parties; a broker does not create or alter the goods or services it arranges. That is, a broker arranges a 1:1 transaction where the service offered by the broker to consumers is the same service offered by the ultimate provider—the broker merely connects the customer with the provider. If a Transportation Broker sells shuttle tickets but arranges charter transportation, as is the case here,

it changes the nature of the service because the service offered and sold by the Transportation Broker (shuttle service) is not the service ultimately provided (charter service).

117. Moreover, Respondent's claim that its passengers are part of a Safe Ride Shuttle Group, or an affiliated group of people trying to get to and from events safely, does not remove it from the Commission's purview. The Safe Ride Shuttle Group is not a Chartering Party as Respondent brings each group together. The relevant law specifically excepts such groups from the definition of "Chartering Party" and states, "'Chartering Party' does not include groups of unrelated persons brought together by a carrier, transportation broker, or other third party."[125] Here, Respondent is not a carrier, notwithstanding that it advertises and acts as one. While the ALJ finds that Respondent is not a Transportation Broker, the relevant law prohibits Transportation Brokers from bringing a Chartering Party together. As a third party bringing the Safe Ride Shuttle Group together, Respondent is not creating Chartering Parties when its passengers purchase shuttle tickets.

118. The ALJ finds that Respondent violated Rule 6016(a) by offering to provide a transportation service (shuttle service) without an Authority or Permit to provide such service.

119. The ALJ finds that Respondent violated Rule 6016(c) by advertising to provide transportation service (shuttle service) to passengers, notwithstanding Respondent's statements that it is acting as a Transportation Broker.

120. The ALJ finds that Respondent violated Rule 6202 by offering to operate as a Common Carrier (shuttle service provider) without obtaining the appropriate Certificate or Permit

[125] § 40-10.1-301, C.R.S. *See also* Decision No. C01-0727 in Proceeding No. 00F-563CP (mailed July 19, 2001).

and paying the application fee and or the annual Motor Vehicle Identification fees as set forth in Rule 6102.

B. Alleged Violation – Rule 6008

121. Complainant alleges that Respondent violates Rule 6008(a)(I) because Respondent does not maintain required liability insurance coverage.

122. Respondent argues that it does not need to maintain any coverage because it is not a Common Carrier, but rather a Transportation Broker. Respondent admits to not maintaining insurance and instead relies on Ace Express's insurance for the passengers to whom Respondent sells individual shuttle tickets.

123. As discussed above, the ALJ finds that Respondent is not a Transportation Broker. Regardless, though, Respondent sells shuttle tickets to individuals, which is what a Common Carrier does.

124. Because Respondent acts as a Common Carrier, it is required to maintain insurance under Rule 6008(a)(I). The ALJ finds that Respondent violated Rule 6008(a)(I).

C. Sanctions

125. Complainant seeks a Commission order that demands that Respondent cease and desist operations, including website and online advertising, including but not limited to, advertising on AXS.com and Google.com. Complainant also requests that the Commission assess civil penalties against Respondent.

126. **Cease-and-Desist Order**. The record supports the issuance of a cease-and-desist order under § 40-10.1-112(1), C.R.S., to prevent continued or future violations of Rules 6016(a) - and (c), 6202, and 6008. The ALJ recommends that the Commission issue such a cease-and-desist order that demands that Respondent cease and desist violating Rules 6016(a) and (c), 6202, and

6008, including online advertising to sell shuttle tickets on rmeshuttles.com, AXS.com, and Google.com.

127. **Civil Penalties**. Complainant argued at hearing that civil penalties are necessary. As Complainant noted: "Without meaningful penalties, the companies just don't stop. They just proceed. And PUC, by allowing those companies to proceed and not penalize them, is just work against the public."[126] Respondent's witness expressed disbelief at being involved in the entire Proceeding. For example, when asked why Respondent chose the name Rocky Mountain Event Shuttles, Respondent noted: "That's my business. I'm allowed to choose whatever I want. That has nothing to do with this…Because I help do event shuttles. There is my answer."[127] This suggests that Respondent did not understand the crux of the allegations, *i.e.*, that Respondent was acting as an unauthorized Common Carrier by offering shuttle services and selling individual shuttle tickets without Commission authority.

128. Given Respondent's lack of awareness regarding how its actions were unauthorized, the ALJ considers those circumstances as a mitigating factor.[128] Similarly, Respondent seemed genuinely confused as to the violations, which the ALJ considers something that minimizes the level of Respondent's culpability.[129] Accordingly, the ALJ will not recommend civil penalties. However, Respondent is on notice that selling shuttle tickets without Commission authorization is a regulatory violation. Respondent is also on notice that it cannot bring together a Chartering Party in the same manner as it had been doing. In other words, Respondent cannot

[126] Hr. Tr. October 23, 2025, at p. 172:6-9.
[127] Hr. Tr. October 23, 2025, at p. 53:4-13.
[128] *See* Rule 1302(b), 4 CCR 723-1.
[129] *Id*.

continue to circumvent the Commission's regulatory authority by selling tickets it is not authorized to sell and chartering buses to transport its customers.

VI. ORDER

A. The Commission Orders That:

1. The Formal Complaint filed by Roman Lysenko is granted in part, consistent with the discussion above.

2. DTR Operations, LLC, doing business as Rocky Mountain Event Shuttles ("Respondent") shall cease and desist from advertising and offering to provide services as a common carrier until such time as it has complied with all Colorado statutes and Commission Rules governing such operations.

3. While Respondent has violated Colorado law and Commission Rules, as discussed above, no civil penalty will be imposed herein for the reasons stated above.

4. Proceeding No. 25F-0178CP is closed.

5. This Recommended Decision shall be effective on the day it becomes the Decision of the Commission, if that is the case, and is entered as of the date above.

6. As provided by § 40-6-109, C.R.S., copies of this Recommended Decision shall be served upon the parties, who may file exceptions to it.

   a. If no exceptions are filed within 20 days after service or within any extended period of time authorized, or unless the decision is stayed by the Commission upon its own motion, the recommended decision shall become the decision of the Commission and subject to the provisions of § 40-6-114, C.R.S.

   b. If a party seeks to amend, modify, annul, or reverse basic findings of fact in its exceptions, that party must request and pay for a transcript to be filed, or the parties may stipulate to portions of the transcript according to the procedure stated in § 40-6-113, C.R.S. If no transcript or stipulation is filed, the Commission is bound by the facts set out by the administrative law judge and the parties cannot

challenge these facts. This will limit what the Commission can review if exceptions are filed.

7. If exceptions to this Decision are filed, they shall not exceed 30 pages in length, unless the Commission for good cause shown permits this limit to be exceeded.

(S E A L)

THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

KELLY A. ROSENBERG

Administrative Law Judge

ATTEST: A TRUE COPY

Rebecca E. White,
Director