

Stipulation and Settlement Agreement

This Stipulation and Settlement Agreement is entered into by and between Trial Staff of the Commission ("Staff") and Corporate Choice Limousines, Inc., dba Drew Limousines ("Respondent") as a result of Docket No 08G-123EC in which the Respondent was cited in a civil penalty notice assessment for various alleged violations of the Transportation Rules of the Colorado Public Utilities Commission ("Colorado Commission" or "Commission").

1. This Respondent admits liability to all the three violations in CPAN No. 86748—that is, Violation Nos. 1 and 2, which is attached as Exhibit A.
2. This Agreement has been reached in consideration of Respondent's admission of liability in Paragraph 1, above, and in the spirit of compromise and in light of the uncertainties of trial, and to avoid the costly expense of litigation. The Parties also agree that this Agreement promotes administrative efficiency by avoiding the time and expense that would be necessarily devoted to a full hearing on this matter, as well as in consideration of the amount of monies that would have been spent by either party on attorney's fees and costs. For these reasons and the reasons set out in Paragraph 4 below, The Parties have agreed to a reduction in the amount of the civil penalty from \$1000 to \$750.00.
3. The Respondent has agreed to make one full payment of negotiated settlement amount of \$750.00 by certified funds in person no later than ten (10) days after the Commission final order and to complete all other requirements of the Respondent set forth in this stipulation and settlement agreement.
4. The Respondent has recognized and agreed that failure to either make the one full payment or to make the payment in certified funds or to complete all of his obligations as set forth in this stipulation and settlement agreement including, but not limited to Paragraph 6 (g) and (h), will result in the Respondent being liable for the full penalty amount of \$1000.00 without any further hearing or administrative or adjudicatory process.
5. Respondent agrees and stipulates that failure complete his obligations as set forth in this stipulation and settlement agreement and/or to pay the settlement amount within ten (10) days of the Commission final order shall also be deemed as a waiver by Respondent of any and all rights to file exceptions and/or to all rights to file a request for rehearing, reargument and reconsideration or any other form of appeal. This result will mean that no payment plan is needed. Nor will any additional administrative or adjudicatory time and expense be incurred by the Commission, Staff and/or the Respondent.

6. In addition to the reasons expressed in paragraph 1, 2, and 3 above, Staff and Respondent have agreed to the following stipulation of facts and obligations to be considered by the ALJ for consideration of approval of this agreement pursuant to Commission Rule 1302 (b):

a. The violations admitted to by the Respondent occurred during a safety and compliance review by Staff of the Commission, the purpose of which is to "promote safety of operation and, to that end, to prescribe qualifications and maximum hours of service of employees and minimum standards of equipment and for the operation thereof"¹. This safety and compliance review was conducted by Commission Investigator, Michael Williams, as part of his regular duties as a criminal investigator for the Colorado Public Utilities Commission when he conducted an audit of the books and records of the Respondent. Both parties agree that Commission Rule 6105(f) applies. This Rule states that, "A person who violates the following recordkeeping provisions may be assessed a civil penalty of up to \$500.00 for each violation up to a cumulative maximum of \$5,000.00: The parties further stipulate that the penalty amounts for these violations are the lowest amount of penalties allowed by the Commission, and because they are for failure to properly keep records, such violations are of a lesser nature and with less gravity than other possible violations set out in Commission Rule 6105.

b. The Respondent has admitted to the maximum level of culpability for all violations.

c. The Respondent has no record of prior CPANs resulting from the Safety and Compliance audit procedure, although previous Safety and Compliance Audits have resulted in notice of various Commission Rule violations.

d. Both Parties stipulate that the Respondent, upon receipt of the Safety and Compliance Review Summary Report which is hereby attached and incorporated as Exhibit B², from the Criminal Investigator, immediately began corrective actions by obtaining the necessary documents needed to correct the identified deficiencies or violations listed in that summary report.

e. The Parties further stipulate that the Respondent alleges that he complied with the CPAN notice by sending a check for one-half of the Civil penalty within 10 days of receipt of the penalty pursuant to the directions on the CPAN, but that as of the date of a hearing before the ALJ on Wednesday, May 21, 2008, no such check had been received by the Public Utilities Commission. Both Staff and Respondent consider this alleged attempt to pay to be a good faith showing of an attempt to be in compliance with Commission Rules as well as a fact indicating the Respondent's intent to admit his liability and to correct the identified deficiencies or violations listed in the Summary Report. Such allegation by Respondent and failure to receipt of such payment by the

¹ C.R.S. § 40-2-116 (1).

² The Commissions Standard Operating Guidelines for Transportation Safety and Compliance Reviews require that a criminal investigator is to provide a copy of the Safety and Compliance Summary Report to the carrier, who is to sign such report upon completion of the Review.

Public Utilities Commission has resulted in the need for the Respondent to fulfill his payment obligations set forth in this settlement agreement in certified funds.

f. The Parties also stipulate to the fact that the Respondent, Andrew Pancroft, is both the owner and a driver for Corporate Choice Limousines, Inc. dba Drew Limousines. Both parties also stipulate that Corporate Choice Limousines, Inc is a very small business. Both Parties stipulate that the settlement amount of penalty will cause a loss of the revenues equal to at least one limousine trip by the owner. Both Parties stipulate that the imposition of the full penalty amount for all three violations incurred by Corporate Choice Limousine, Inc. would result a significant loss of net income to Mr. Pancroft. It is the position of both parties that such a loss could impact the Corporate Choice Limousines, Inc.'s ability to remain in business.

g. Mr. Pancroft and Staff of the Commission, by its counsel, have each agreed to inform the ALJ by electronic mail of progress of execution of this stipulation and agreement, by including him on the electronic mailing of this document to the Respondent at his known e-mail addresses of andrew@go5280.net and apancroft@tmo.blackberry.net and by return electronic mailing to Counsel for the Commission at jswv@state.co.us. Upon execution of the agreement by both Parties, Staff, through its counsel will file a motion to vacate any further hearing dates, and accept the stipulation and agreement of the Parties.

h. Staff of the Commission has agreed that they will provide the Respondent, a draft of the motion and of the stipulation and settlement agreement no later than close of business on May 28, 2008 by electronic mail and a copy to be placed in the U.S. Mail on the same date. Respondent shall provide a .pdf copy of the executed and signed stipulation and settlement agreement to Counsel for Staff by electronic mail no later than 5:00 p.m. on June 4, 2008, and an original to Counsel for Staff at the Attorney General's office no later than 5:00 p.m. on June 6, 2008.

i. Failure by Respondent to fully complete each and every obligation set forth in this Paragraph 6 (g) and (h) will result in the Respondent being liable for the full penalty amount of \$1000.00 without any further hearing or administrative or adjudicatory process. Respondent agrees and stipulates that failure complete his obligations as set forth in this stipulation and settlement agreement and/or to pay the settlement amount within ten (10) days of the Commission final order shall also be deemed as a waiver by Respondent of any and all rights to file exceptions and/or to all rights to file a request for rehearing, reargument and reconsideration or any other form of appeal.


7. The Parties agree that all matters that were raised or could have been raised in this docket relating to the issues specifically identified and addressed herein have been resolved by the Stipulation and Agreement. This Stipulation and 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 as provided in an further order issued by the Public Utilities Commission.

EXECUTED this 5th day of June 2008.


STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

Approved as to form:

JOHN W. SUTHERS, ATTORNEY GENERAL

By: 
Robert Laws
1580 Logan Street, OL2
Denver, Colorado 80203

Senior Compliance Investigator
Colorado Public Utilities Commission

By: 
Jean S. Watson-Weidner, #21036*
Assistant Attorney General
Business and Licensing Section
1525 Sherman Street, 5th Floor
Denver, Colorado 80203
Telephone: (303) 866-5158
Facsimile: (303) 866-5395
jsww@state.co.us

**COUNSEL FOR STAFF OF THE
PUBLIC UTILITIES COMMISSION**

*Counsel of Record

ANDREW PANCROFT, INDIVIDUALLY AND AS OWNER AND OFFICER OF
CORPORATE CHOICE LIMOUSINES, DOING BUSINESS AS DREW LIMOUSINES.

By: 

Andrew Pancroft, Individually and as Owner and Officer of
Corporate Choice Limousines, Inc.

505 Clarendon Loop

Castle Rock, CO 80108

Telephone: (303) 400-0775

Electronic mail to: andrew@go5280.net and apancroft@tmo.blackberry.net