

COPY

**SETTLEMENT AGREEMENT, MUTUAL GENERAL RELEASE AND COVENANT  
NOT TO SUE**

2007 JUL 32 AM 10: 33

This Settlement Agreement, Mutual General Release and Covenant Not to Sue, ("Agreement") is entered into effective this <sup>27<sup>th</sup></sup> day of July 2007 by and between Levtzow, LLC d/b/a Mountain Limo ("Levtzow") and Darcy Levtzow, on the one hand, and San Miguel Mountain Ventures, LLC, d/b/a Telluride Express &/Or Chauffeured Express ("Telluride Express"), on the other hand.

**I. BACKGROUND**

- A. Levtzow is owned by Darcy Levtzow. Levtzow is the applicant in an application before the Colorado Public Utilities Commission ("PUC") docketed as Docket No. 06A-664CP-Extension. A copy of the scope of the authority requested in that PUC application as published in the PUC's Notice of Applications Filed of December 26, 2006, is attached hereto as Exhibit 1.
- B. Telluride Express is owned by Colorado Ventures, LLC, and Colorado West Transportation Co., Inc. which in turn are owned by John A. Smith, a/k/a John A. Smith, Sr., a/k/a Drew Smith, Sr. (hereinafter "John A. Smith") and Sidney Brotman, respectively. Both John A. Smith and Sidney Brotman are recently deceased.
- C. Telluride Express is a timely intervenor in opposition to the above PUC application of Levtzow.
- D. Prior to the deaths of John A. Smith and Sidney Brotman certain disputes had arisen between Levtzow and Darcy Levtzow on the one hand and Telluride Express and John A. Smith and Sidney Brotman on the other hand.
- E. Levtzow and Darcy Levtzow and Telluride Express and its owners and John A. Smith and Sidney Brotman have entered into other settlement agreements on certain issues in prior years. This intent of this Agreement is further globally settle all claims, if any, of Levtzow and Darcy Levtzow, against Telluride Express, Colorado Ventures, LLC and Colorado West Transportation Co. Inc. and the Estates of John A. Smith and Sidney Brotman, and vice versa as is more fully set forth in this Agreement.
- F. The parties have engaged in settlement discussions and now enter into this Agreement in settlement of the matters set forth herein.
- G. The parties agree that this agreement will be submitted to the PUC for approval to the extent of the PUC's jurisdiction over its terms and conditions.

NOW, THEREFORE, the parties agree as follows:



## **II. AGREEMENT**

### **A. Consideration.**

The consideration for this Agreement consists of the mutual promises and covenants set forth herein and each party to this Agreement specifically acknowledges the sufficiency of such consideration.

### **B. General Release of Telluride Express, its owners, the owners of its owners and others.**

In consideration of the general release contained in the Paragraph C. below for the benefit of Levtzow and Darcy Levtzow, and for the other promises and covenants set forth herein, Levtzow and Darcy Levtzow, for themselves and for any and all predecessors, executors, agents, employees, directors, officers, members, managers, and all other persons claiming by or through them, if any, unconditionally release and forever discharge Telluride Express, Colorado West Transportation Co., Inc., Colorado Ventures, LLC, the Estate of Sidney Brotman, the Estate of John A. Smith and, as appropriate to each, their respective owners, members, managers, shareholders, officers, directors, agents (including independent contractors acting as agents) employees, personal representatives, attorneys, successors and assigns, from any and all claims, actions, causes of action, liabilities, damages, costs, expenses, whether known or unknown, foreseen or unforeseen, actual or potential, (collectively claims) from the beginning of the world to the effective date of this Agreement, including without limitation, any claims, if any, of Levtzow or Darcy Levtzow, for defamation, disparagement, harassment, and interference.

### **C. General Release of Levtzow and Darcy Levtzow.**

In consideration of the general release contained in the Paragraph B. above for their benefit and for the other promises and covenants set forth herein, Telluride Express, Colorado West Transportation Co., Inc., Colorado Ventures, LLC, the Estate of Sidney Brotman and the Estate of John A. Smith, for themselves and for any and all predecessors, executors, agents, employees, directors, shareholders, officers, members, managers, and all other persons claiming by or through them, if any, unconditionally release and forever discharge, Levtzow and Darcy Levtzow and, as appropriate to each, their respective members, managers, officers, directors, agents (including independent contractors acting as agents) employees, personal representatives, attorneys, successors and assigns, from any and all claims, actions, causes of action, liabilities, damages, costs, expenses, whether known or unknown, foreseen or unforeseen, actual or potential, (collectively claims) from the beginning of the world to the effective date of this Agreement,

### **D. No Assignment or Other Transfer of the Claims Being Released.**

Each party covenants to the other parties that no claim being herein released has been assigned or otherwise transferred to any other person or entity.

**E. Covenant Not To Sue.**

Each party represents and declares to the other parties that as part of this Agreement, it will not institute litigation against the others for matters herein released.

**F. Requirement for PUC approval of the Restrictive Amendment in Docket No. 06A-664CP-Ext in the form submitted and of the Agreement to the Extent of The PUC's Jurisdiction over It.**

1. This Agreement is expressly subject to approval by the PUC of the restrictive amendment set forth below in Docket No. 06A-664CP-Ext in the form submitted and of the terms and conditions of the Agreement to the extent of the PUC's jurisdiction over them. In the event the Agreement is not approved by the PUC as to those terms and conditions within its jurisdiction and/or the restrictive amendment is not approved in the form submitted this Agreement shall be void and the parties will either attempt to renegotiate or proceed to hearing in Docket No. 06A-664CP-Ext.

2. Levtzow agrees to restrictively amend the authority requested in Docket No. 06A-664CP-EXT. as follows:

- a. Restriction: The above call and demand limousine service is restricted to the use of no more than three (3) vehicles in any 24 hour period and each vehicle is limited to a passenger capacity of 14 or less, including the driver.

Levtzow further agrees with Telluride Express that in the event Levtzow receives requests for call and demand limousine service between Telluride and Montrose and cannot service those requests because doing so would cause Levtzow to exceed its three vehicles per day cap, Levtzow will refer those requests for service to Telluride Express. In the event the restrictive amendment in subparagraph a is accepted by the PUC in the form presented and the Agreement is otherwise approved by the PUC, the interest of Telluride Express in the application will have been satisfied and the intervention of Telluride Express can be deemed withdrawn.

3. A form joint stipulated motion seeking PUC approval of the imposition of the above restrictive amendment and of the terms and conditions of this Agreement to the extent of the PUC's jurisdiction over them is attached hereto as Exhibit 2 and will be completed and filed contemporaneously with this Agreement with the PUC.

**G. Levtzow and/or Darcy Levtzow will not request additional call and demand limousine or other authority for 36 months and will not oppose applications of Telluride Express to transfer its assets or ownership for 18 Months.**

1. Levtzow and Darcy Levtzow agree that, unless Telluride Express or its successor, including any Buyer of the ownership interests or assets of Telluride Express, consents to such



an application in writing, prior to its filing, for a period of 36 months from the date the PUC approves the Agreement to the extent of its jurisdiction over its terms and conditions, neither Levtzow nor any owner, member, or manager of Levtzow or any affiliated company of Levtzow, nor Darcy Levtzow or any entity which Darcy Levtzow directly or indirectly owns or controls, in whole or in part, will apply for authority from the PUC or otherwise seek or request call and demand limousine authority or any other type of authority between Montrose and Telluride, CO.

2. Levtzow, and any owner, manager, member of Levtzow or any affiliated entity, and Darcy Levtzow and any entity which Darcy Levtzow directly or indirectly owns or controls, in whole or in part, agree not to oppose any applications before the PUC seeking to transfer the ownership or assets of Telluride Express filed within eighteen (18) months of the date the PUC approves this Agreement to the extent of its jurisdiction over its terms and conditions.

3. Except as is set forth in subparagraphs 1 and 2 above, Levtzow and/or Telluride Express may participate in any and all PUC or other proceedings affecting the authority, operations, or interests of each, as solely determined by each, including by way of illustration and not limitation, rulemaking proceedings of any type or applications of other carriers, even though the interests and/or positions of Telluride Express and Levtzow in any or all other such proceedings may be adverse in whole or in part.

#### H. General.

1. **Best Efforts and Cooperation.** The parties agree to cooperate to implement this Agreement and to take such additional steps and to execute such additional documents as may be reasonably necessary to implement and complete the terms and conditions of this Agreement. All parties agree to use their best efforts to obtain PUC approval of the restrictive amendment to Docket No. 06A-664CP-Ext and the terms and conditions of this Agreement.

2. **Future Actions.** Telluride Express and Levtzow reserve, and do not waive, any and all claims against each other of any nature, including but not limited to those relating to transportation operations of the other, occurring subsequent to the effective date of this Agreement. Neither party waives any right it may have to contest any application of the other for additional authority, including PUC authority, except as set forth herein.

3. **Compromise of Disputed Claims.** This Agreement constitutes the settlement of disputed claims and facts of the parties not only as to the issues in PUC Docket No. 06A-664CP-Ext., but also as to other claims alleged by the parties against each other. It is understood by the parties that the terms and conditions of this Agreement shall not be construed as an admission of liability of any type as to any such claims or facts all of which remain disputed.

4. **Further Understanding and Capacity.** Each party to this Agreement represents (a) that they have carefully read this Agreement and understand that the terms and conditions of this Agreement are contractual and not a mere recital, that they have the authority to execute this Agreement, and that by executing this Agreement they knowingly and voluntarily intend to be bound by its terms; (b) that they have not been pressured or influenced by any statement or act of any person acting on behalf of any party to this Agreement, (c) that information in the



"Background" portion of this Agreement relating to each party is true and correct to the best of that parties' knowledge and belief; (d) that this is the entire Agreement among the parties and supersedes any and all prior oral or written promises or agreements arising out of or connected with the matters herein released and that there are no other oral or written agreements by the parties in connection with this Agreement except as disclosed herein; and (e) that in the event of any ambiguity or conflict between the terms of this Agreement and any other Agreement between the parties the terms of this Agreement shall prevail.

**5. Costs and Fees.** Each of the parties shall pay its own costs and attorney's fees expenses incurred.

**6. Headings.** The headings of this Agreement are for convenience and reference only and do not in any way limit the meaning of any of the provisions of this Agreement.

**7. Right to Counsel or other Professionals.** The parties represent that they have been advised that they should be represented by counsel or other professionals of their own choosing in the preparation and analysis of this Agreement; and that each party has been represented by independent counsel or other professional, or has had the opportunity to be represented by independent counsel or other professional; and that they have read this Agreement with care and believe that they are fully aware of and understand the contents of it and its legal effect.

**8. Successors and Assigns.** This Agreement shall be binding upon the parties and their respective successors and assigns and shall inure to the benefit of Telluride Express, its owners, the owners of its owners, its members, managers, shareholders, officers and directors, including any Buyer of the ownership interests or assets of Telluride Express. Levitzow and Darcy Levitzow specifically agree that for the thirty six (36) month period subsequent to the PUC's approval of the terms and conditions of this Agreement, any sale, lease, transfer, or other direct or indirect change of control of Levitzow or of Levitzow's existing PUC transportation certificates shall be subject to the terms of this Agreement and they shall notify any prospective interested parties of their obligations under this Agreement.

**9. Amendments and Modifications.** No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by each of the settling parties hereto, except for changes in the notice addresses set forth in Paragraph 10 below which may be given unilaterally by one person or entity to other persons or entities as provided in Paragraph 10.

**10. Notice.** Any party to this Agreement who wishes to give Notice to another party to the Agreement may do so at the address listed below, unless changed by that entity or person. Any such notice shall be given by either personal notice or by certified mail return receipt requested at the addresses below. Any such notice shall be effective on the date personally delivered or three (3) business days after the date of mailing by certified mail, return receipt requested. As a courtesy, the party or parties giving notice shall also give notice by email to the email addresses set forth below, but shall not be responsible for an email that is undeliverable.

If to Levtzow  
Or Darcy Levtzow

Darcy Levtzow  
1500 Airport Road  
P.O. Box 1662  
Telluride, CO 81435  
Email: [darcylevtzow@hotmail.com](mailto:darcylevtzow@hotmail.com)

with a copy to:

George M. Allen, Esq.  
206 Society Drive  
Suite A  
Telluride, CO 81435  
Email: [alnoma@yahoo.com](mailto:alnoma@yahoo.com)  
(this shall not also constitute notice to Levtzow)

If to Telluride Express:

Mr. Ken Brotman  
7404 Summit Avenue  
Chevy Chase, MD 20815  
Email: [kbrotman@aconinvestments.com](mailto:kbrotman@aconinvestments.com)

And To:

Ms. Sue Rovito  
San Miguel Mountain Ventures, LLC d/b/a  
Telluride Express &/or Chauffeured Express  
1825 Launa Drive  
Montrose, CO 81401  
Email: [sue@tellurideexpress.com](mailto:sue@tellurideexpress.com)

with a copy to:

Ken Golden, Esq.  
Gregory, Golden, & Landeryou  
1199 Main Street, Suite 213  
Durango, CO 81301  
Email: [ken@daglaw.com](mailto:ken@daglaw.com)  
(this shall not also constitute  
notice to Telluride Express)

**11. Waiver.** Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

**12. Applicable Law, Jurisdiction and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the state of Colorado without giving effect to any



choice of law or conflict of law rule of the State of Colorado that would produce a conflict or inconsistent result. At the option of the filing party, jurisdiction to hear any dispute concerning this Agreement is granted exclusively in either the District Court for the District of Montrose County, Colorado or the District Court for the City and County of Denver, Colorado. The parties consent to such jurisdiction and venue; provided however, that nothing in this Agreement shall be construed to in any way abrogate or circumvent the jurisdiction of the PUC with respect to those operations and actions of the parties within its jurisdiction.

**13. Facsimiles and Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts via facsimile, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall deem to constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement is entered into to be effective as of the date set forth above.

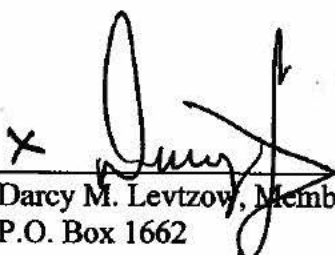
Dated this \_\_\_\_ day of July, 2007.

SAN MIGUEL MOUNTAIN  
VENTURES, LLC, d/b/a  
TELLURIDE EXPRESS &/OR  
CHAUFFEURED EXPRESS

\_\_\_\_\_  
Ken Brotman, for Colorado  
West Transportation Co.  
Manager Of  
Telluride Express  
Telephone: 202-454-1111  
Facsimile: 301-656-6983

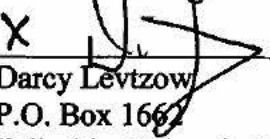
Dated this 27<sup>th</sup> day of July, 2007.

LEVTZOW, LLC D/B/A  
MOUNTAIN LIMO TELLURIDE

X   
\_\_\_\_\_  
Darcy M. Levtzow, Member & Manager  
P.O. Box 1662  
Telluride, Colorado 81435  
Telephone: (970) 728-9606  
Facsimile: (970) 728-0212

And

DARCY LEVTZOW, INDIVIDUALLY

X   
\_\_\_\_\_  
Darcy Levtzow  
P.O. Box 1662  
Telluride, Colorado 81435  
Phone: (970) 728-9606  
Facsimile: (970) 728-0212

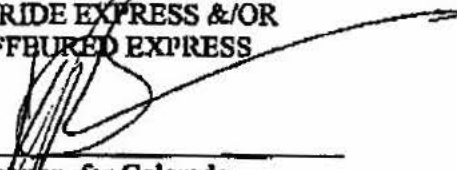
choice of law or conflict of law rule of the State of Colorado that would produce a conflict or inconsistent result. At the option of the filing party, jurisdiction to hear any dispute concerning this Agreement is granted exclusively in either the District Court for the District of Montrose County, Colorado or the District Court for the City and County of Denver, Colorado. The parties consent to such jurisdiction and venue; provided however, that nothing in this Agreement shall be construed to in any way abrogate or circumvent the jurisdiction of the PUC with respect to those operations and actions of the parties within its jurisdiction.

13. **Facsimiles and Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts via facsimile, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall deem to constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement is entered into to be effective as of the date set forth above.

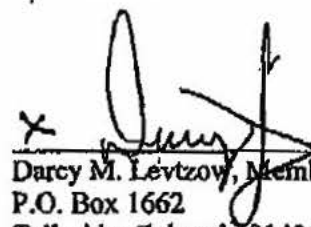
Dated this 31<sup>st</sup> day of July, 2007.

SAN MIGUEL MOUNTAIN  
VENTURES, LLC d/b/a  
TELLURIDE EXPRESS &/OR  
CHAUFFEUR EXPRESS

  
\_\_\_\_\_  
Ken Brown, for Colorado  
West Transportation Co.  
Manager Of  
Telluride Express  
Telephone: 202-454-1111  
Facsimile: 301-656-6983

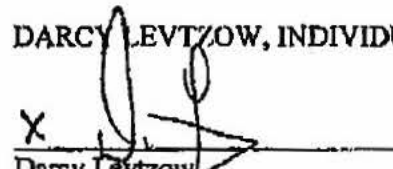
Dated this 27<sup>th</sup> day of July, 2007.

LEVTZOW, LLC D/B/A  
MOUNTAIN LIMO TELLURIDE

  
\_\_\_\_\_  
Darcy M. Levtzow, Member & Manager  
P.O. Box 1662  
Telluride, Colorado 81435  
Telephone: (970) 728-9606  
Facsimile: (970) 728-0212

And

DARCY LEVTZOW, INDIVIDUALLY

  
\_\_\_\_\_  
Darcy Levtzow  
P.O. Box 1662  
Telluride, Colorado 81435  
Phone: (970) 728-9606  
Facsimile: (970) 728-0212



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IN THE MATTER OF THE APPLICATION OF LEVTZOW, LLC, DOING BUSINESS AS MOUNTAIN LIMO, FOR AN ORDER OF THE COMMISSION AUTHORIZING AN EXTENSION OF OPERATIONS UNDER CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY PUC NO. 47426.

**DOCKET NUMBER(S):**

06A-664CP-EXT

**FILED ON:**

December 20, 2006

**APPLICANT(S):**

Levtzow LLC  
Mountain Limo  
P.O. Box 1662  
Telluride, CO 81435

**ATTORNEY(S):**

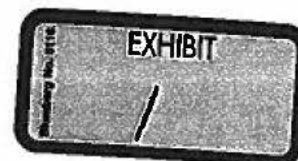
Mr. George M. Allen Esq.  
206 Society Drive Suite A  
Telluride, CO 81435

**TYPE(S):**

Permanent

For an order of the Commission authorizing an extension of operations under Certificate of Public Convenience and Necessity PUC No. 47426 to include: Transportation of passengers and their baggage, in call-and-demand limousine service, between all points within a ten-mile radius of the San Miguel County Courthouse in Telluride, Colorado, on the one hand, and all points within a ten mile radius of the Montrose Regional Airport, 2100 Airport Road, Montrose, Colorado on the other hand. Applicant has not filed its testimony and exhibits with its application, and is seeking a Commission decision within 210 days.

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**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO**

**DOCKET NO. 06A-664CP-EXT; Published in the PUC's *Notices* of 12/26/06 at p. 2**

IN THE MATTER OF THE APPLICATION OF LEVTZOW, LLC., D/B/A MOUNTAIN LIMO, P.O. BOX 1662, TELLURIDE, CO 81435 FOR AN EXTENSION OF ITS AUTHORITY UNDER CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY NO. 47426.

**JOINT STIPULATED MOTION FOR IMPOSITION OF RESTRICTIVE AMENDMENT AND CONDITIONAL WITHDRAWAL OF INTERVENTION AND FOR APPROVAL OF THE SETTLEMENT AGREEMENT OF THE PARTIES TO THE EXTENT OF THE PUC'S JURISDICTION OVER ITS TERMS AND CONDITIONS**

San Miguel Mountain Ventures, LLC d/b/a Telluride Express&/or Chauffeured Express (Telluride Express or Intervenor), by and through its counsel Charles M. Williams, of Charles M. Williams, P.C., and Levtzow, LLC, d/b/a Mountain Limo (Mountain Limo), by and through its counsel George Allen, hereby submit their above pleading. Contemporaneously with the filing of this pleading the parties are filing a copy of the settlement agreement of the parties and request PUC approval of its terms and conditions to the extent of the PUC's jurisdiction over them. This Joint Stipulated Motion is submitted in accordance with Ordering Paragraph 4 at page 2 of Interim Decision No. R07-0596-I of Administrative Law Judge G. Harris Adams mailed July 12, 2007 and Rule 1408 of the *Rules of Practice and Procedure* of the Colorado Public Utilities Commission. In support thereof, the parties state to the Colorado Public Utilities Commission (PUC or Commission) as follows:

1. Mountain Limo filed an application seeking certain authority from this Commission. The application was noticed in the PUC *Notices* of December 26, 2006 at page 2. A copy of the notice is attached hereto as Exhibit A.
2. Telluride Express is a timely intervenor in opposition to the application.





3. Telluride Express and Mountain Limo have engaged in negotiations concerning Telluride Express' interest in the application, as compared to Mountain Limo's request for authority and the service it intends to offer. As a result of negotiations between the parties the parties have entered into a settlement agreement, mutual general release, and covenant not to sue. As part of that settlement agreement, Mountain Limo requests that its application be restrictively amended as follows. If this Stipulated Motion is granted, the application, after amendment, will seek the following authority:

**Transportation of passengers and their baggage in call and demand limousine service only between points within a ten-mile radius of the San Miguel Courthouse in Telluride, Colorado, on the one hand, and all points within a ten-mile radius of the intersection of the Montrose Regional Airport, 2100 Airport Road, Montrose, Colorado, on the other hand. Restriction: The above call and demand limousine service is restricted to the use of no more than three (3) vehicles in any 24 hour period and each vehicle is limited to a passenger capacity of 14 or less, including the driver.**

The parties advise the PUC that they believe that the above restriction is restrictive in nature, is unambiguous and is capable of enforcement. The parties respectfully request that the PUC approve the restrictive amendment in the form presented. Levtzow further advises the PUC that in the event Levtzow receives requests for call and demand limousine service between Telluride, CO and Montrose, CO and cannot service those requests because doing so would cause Levtzow to exceed its three vehicle per day cap, Levtzow will refer those requests for service to Telluride Express. The parties request approval of the above restrictive amendment and of the terms and conditions of the settlement agreement to the extent of the PUC's jurisdiction over the terms and conditions.

4. Telluride Express advises that if the application is amended as set forth in paragraph 3 above and the terms and conditions of the settlement agreement are approved by the PUC to the extent of its jurisdiction over said terms and conditions, its interest in the application will be satisfied and its intervention will be withdrawn.

5. In the event the terms and conditions of the settlement agreement are not approved to the extent of the PUC's jurisdiction over them and/or the proposed restrictive amendment is rejected, or is accepted in a form other than as submitted above, Telluride Express' interest in the application will not have been satisfied and Telluride Express will continue its intervention in opposition to the case.

**THE PARTIES REQUEST A SHORT ORAL HEARING ON THIS JOINT STIPULATED MOTION IF DEEMED NECESSARY BY THE ADMINISTRATIVE LAW JUDGE**

The parties recognize that it is possible that the Administrative Law Judge may have questions concerning certain terms and conditions of the settlement agreement of the parties. In the event additional information or explanation is deemed necessary as to the terms and conditions of the settlement agreement or with respect to the restrictive amendment being proposed in Docket No. 06A-664CP-Ext., the parties request a short oral hearing where counsel for the parties could address such matters by argument or offers of proof. Such a hearing could be held in Denver, CO and could be conducted via telephone for attorneys outside of Denver under Rules 1001, 1003 and 1408 of the PUC's *Rules of Practice and Procedure* and C.R.C.P.

43.



WHEREFORE, Telluride Express and Mountain Limo respectfully request that their  
Joint Stipulated Motion be granted as requested.

Respectfully submitted July \_\_, 2007.

LEVTZOW, LLC D/B/A MOUNTAIN  
LIMO

SAN MIGUEL MOUNTAIN VENTURES,  
LLC D/B/A TELLURIDE EXPRESS &/OR  
CHAUFFEURED EXPRESS

By: Darcy Levtzow  
Its: Owner  
P.O. Box 1662  
Telluride, CO 81435

Sue Rovito, General Manager  
1825 Launa Drive  
Montrose, CO 81401

Approved: \_\_\_\_\_  
George M. Allen  
Counsel for Mountain Limo

Approved: \_\_\_\_\_  
Charles M. Williams  
Counsel for Telluride Express

#### CERTIFICATE OF MAILING

I, the undersigned, certify that on July \_\_, 2007, I served the foregoing STIPULATED MOTION FOR IMPOSITION OF RESTRICTIVE AMENDMENT AND CONDITIONAL WITHDRAWAL OF INTERVENTION AND FOR APPROVAL OF THE TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT OF THE PARTIES TO THE EXTENT OF THE PUC'S JURISDICTION OVER ITS TERMS AND CONDITIONS, on the following via U.S. Mail, postage prepaid, and addressed as follows:

Levtzow, LLC, d/b/a  
Mountain Limo  
P.O. Box 1662  
Telluride, CO 81435

George M. Allen,  
206 Society Drive, Suite A  
Telluride, CO 81435

IN THE MATTER OF THE APPLICATION OF LEVTZOW, LLC, DOING BUSINESS AS MOUNTAIN LIMO, FOR AN ORDER OF THE COMMISSION AUTHORIZING AN EXTENSION OF OPERATIONS UNDER CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY PUC NO. 47426.

**DOCKET NUMBER(S):**

06A-664CP-EXT

**APPLICANT(S):**

Levtzow LLC  
Mountain Limo  
P.O. Box 1662  
Telluride, CO 81435

**ATTORNEY(S):**

Mr. George M. Allen Esq.  
206 Society Drive Suite A  
Telluride, CO 81435

**FILED ON:**

December 20, 2006

**TYPE(S):**

Permanent

For an order of the Commission authorizing an extension of operations under Certificate of Public Convenience and Necessity PUC No. 47426 to include: Transportation of passengers and their baggage, in call-and-demand limousine service, between all points within a ten-mile radius of the San Miguel County Courthouse in Telluride, Colorado, on the one hand, and all points within a ten mile radius of the Montrose Regional Airport, 2100 Airport Road, Montrose, Colorado on the other hand. Applicant has not filed its testimony and exhibits with its application, and is seeking a Commission decision within 210 days.

