

### **Stipulation and Settlement Agreement**

This Stipulation and Settlement Agreement which is referenced and incorporated as Exhibit 2 is entered into by and between Trial Staff of the Commission (“Staff”) and Tia Hartwell dba Harts Town Car Service (“Respondent”) as a result of Docket No 09G-182EC 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 violations in CPAN No.90455—that is, Violation No. 1 which is attached as Exhibit 1.
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 \$460.00 to \$230.00.
3. The Respondent has agreed to make one full payment of negotiated settlement amount of \$230.00 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. This negotiated settlement amount includes a civil penalty amount of \$200.00 and a 15% surcharge, or \$30.00, pursuant to § 24-34-108, C.R.S. for a total balance due of \$230.00. This surcharge will be used to fund the development, implementation and maintenance of a consumer outreach and education program within the Department of Regulatory Agencies.
4. The Respondent has recognized and agreed that failure to fully comply with (1) making the one payment in full in a timely matter and (2) to make the payment in certified funds and to complete all obligations as set forth in this stipulation and settlement agreement will result in the Respondent being liable for the full penalty amount of \$460.00 without any further hearing or administrative or adjudicatory process.
5. Respondent agrees and stipulates that failure complete her 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 paragraphs 1 through 5 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 violation admitted to by the Respondent occurred during routine vehicle inspections by Staff of the Commission at Denver International Airport, the purpose of which is to “seek motor carrier compliance of Colorado laws and PUC rules.”<sup>1</sup> This vehicle inspection was conducted by Commission Investigator, John Opeka, as part of his regular duties as a criminal investigator for the Colorado Public Utilities Commission when conducting vehicle inspections. Both parties agree that Commission Rule 6016(b) applies. That Rule states, “Any person subject to § 40-2-110.5, C.R.S., who operates a motor vehicle without having paid the annual identification fee, or who violates any provision of rule 6009, may be assessed a civil penalty of up to \$400.00 for each violation.”
  - b. The Respondent has admitted to the maximum level of culpability for the one violation.
  - c. The Respondent has no record of prior CPANs, but was issued a notice to show cause and appear for failure to provide insurance, but Ms. Hartwell did file proof of insurance with the Commission in a timely manner and the show cause notice and order to appear were dismissed against the Respondent.
  - d. The Respondent immediately began corrective action by purchasing all the necessary registration stamps and obtaining current insurance and providing proof of that insurance as required by the Commission’s rules.
  - e. Both Staff and Respondent consider the compliance with the Commission’s rules concerning obtaining registrations and providing certificates of insurance 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 her liability and to correct the identified deficiencies. However, Respondent’s failure to provide certificates of insurance and failure to pay annual vehicle identification fees in a timely manner have resulted in the need for the Respondent to fulfill her payment obligations set forth in this settlement agreement in certified funds.

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<sup>1</sup> C.R.S. § 40-2-116 (1).

f. The Respondent, Tia Hartwell, is both the owner and a driver for Harts Town Car Service. Harts Town Car Service is a very small business and that a fine in the amount prescribed is sufficient enough to deter future violations of the Rule in question.

g. The Respondent, individually and as dba Harts Town Car Service and Staff of the Commission, by its counsel have agreed that 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. Failure by Respondent to fully complete each and every obligation set forth in this Paragraph 3, 4, 5, and 6 will result in the Respondent being liable for the full penalty amount of \$460.00 without any further hearing or administrative or adjudicatory process. Respondent agrees and stipulates that failure complete her obligations as set forth in this stipulation and settlement agreement, including payment in full in certified funds 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.

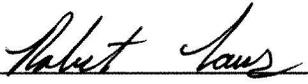
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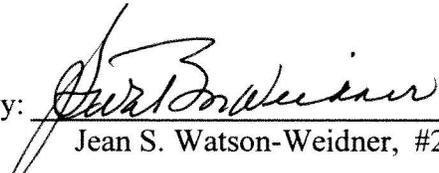
EXECUTED this 1<sup>st</sup> day of July 2009.

STAFF OF THE COLORADO  
PUBLIC UTILITIES COMMISSION

*Approved as to form:*

JOHN W. SUTHERS, ATTORNEY GENERAL

By:   
Robert Laws

By:   
Jean S. Watson-Weidner, #21036\*

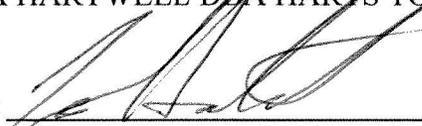
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**COUNSEL FOR STAFF OF THE  
PUBLIC UTILITIES COMMISSION**

Counsel of Record

TIA HARTWELL DBA HARTS TOWN CAR SERVICE

By: 

Tia Hartwell, Individually, and as Owner of  
Harts Town Car Service  
2013 E. 99<sup>th</sup> Way  
Thornton, CO 80229  
Telephone: (720) 261-8825 and (303) 378-8174

CERTIFICATE OF SERVICE

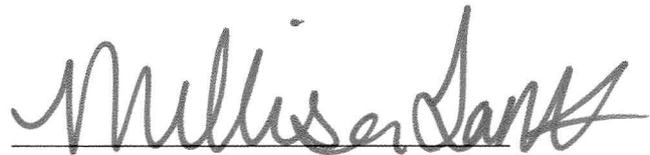
This is to certify that I have duly served the within MOTION TO VACATE HEARING AND FOR APPROVAL OF STIPULATION AND SETTLEMENT AGREEMENT AND WAIVER OF RESPONSE TIME upon all parties herein by depositing copies of same in the United States mail, first class postage prepaid, or as otherwise indicated, at Denver, Colorado, this 1 day of July, 2009, addressed as follows:

Tia Hartwell  
Harts Town Car Service  
2013 East 99<sup>th</sup> Way  
Thornton, CO 80229

Bob Laws  
Public Utilities Commission  
1560 Broadway Suite 250  
Denver, CO 80202  
BY INTERDEPARTMENTAL MAIL

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Melissa Jant