

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

DOCKET NO. 09G-812CP

COLORADO PUBLIC UTILITIES COMMISSION,

Complainant,

v.

MKBS LLC, DOING BUSINESS AS METRO TAXI AND/OR
TAXIS FIESTA AND/OR SOUTH SUBURBAN TAXI,

Respondent.

AMENDED STIPULATION AND SETTLEMENT AGREEMENT

I. INTRODUCTION

1. This Amended Stipulation and Settlement Agreement ("Agreement")¹ in Resolution of Docket 09G-812CP is entered into by Staff of the Public Utilities Commission ("Staff") and MKBS LLC, doing business as Metro Taxi and/or Taxis Fiesta and/or South Suburban Taxi, ("Metro"). Staff and Metro are referred to collectively as "the Parties" and individually as "Party". This Agreement sets forth the terms and conditions by which the Parties have agreed to resolve all outstanding issues presented by the Civil Penalty Assessment Notice No. 91899 issued by Staff seeking civil penalties of \$148,500.00, which includes as part of the total amount a 10% surcharge pursuant to § 24-34-108 C.R.S., (or \$74,250.00 if paid within 10 days) that commenced this docket that have or could have been contested in this proceeding.

¹ This Agreement includes Exhibits A- CPAN 91899, Confidential Exhibit B – Metro Plan of Actions, Metro Policies, and Corrective Actions taken by Metro between date of violations and issuance of CPAN and during pendency of this docket, and Exhibit C – Reporting Obligations of Parties.

2. The Parties stipulate that the results of the compromises reflected herein are a just and reasonable resolution of this docket. The Parties note that the Agreement promotes administrative efficiency by avoiding the time and expense that would be necessarily devoted to hearing this matter. The Parties also acknowledge that this settlement will not have precedential effect on any other Commission matters. *See Colorado Ute Elec. Ass'n, Inc. v. PUC*, 602 P.2d 861, 865 (Colo. 1979). *B & M Serv., Inc. v. PUC*, 429 P.2d 293, 296 (Colo. 1967), 865.

II. BACKGROUND

3. On November 4, 2009, the Commission issued Metro Civil Penalty Assessment Notice (CPAN) No. 91899 seeking civil penalties of \$148,500.00 (or \$74,250.00 if paid within 10 days). CPAN No. 91899 was issued in connection with an hours of service audit conducted by Staff Investigators Monita Pacheco and John Opeka. who cited Metro with 54 violations of the Commission's *Rules Regulating Safety for Motor Vehicle Carriers and Establishing Civil Penalties*, 4 *Code of Colorado Regulations* (CCR) 723-6-6103 concerning hours of service of drivers. A copy of CPAN No. 91899 is attached and incorporated as Exhibit A. Commission Rule 4 CCR 723-6-6105(b) allows for a penalty of up to \$2500.00 per violation.

4. On November 9, 2009, Jean S. Watson-Weidner, Assistant Attorney General entered her appearance on behalf of Staff. On November 22, 2009, the undersigned counsel for Respondent entered his appearance on behalf of Respondent.

5. On August 20, 2010, Administrative Law Judge (ALJ) Mana L. Jennings-Fader issued Decision No. R-10-0922-I, an Interim Order rejecting the previous settlement stipulation and setting this matter for hearing on September 30, 2010 in Denver, Colorado.

6. Based upon the objections to the settlement by ALJ Mana L. Jennings-Fader and inconsideration of Decision R10-0899 which was cited with approval by ALJ Mana L. Jennings-Fader, the parties have attached a revised Settlement Agreement attached hereto. The Agreement filed concurrently herewith has been reached in the spirit of compromise, in light of the uncertainties of trial, and as a resolution of disputed issues. The Agreement has also been reached to avoid the costly expense of litigation. The Parties note that the Agreement promotes administrative efficiency by avoiding the time and expense that would be necessarily devoted to hearing this matter. Lastly, the Parties acknowledge that this Agreement will not have precedential effect on any other Commission matters. *See Colorado Ute Elec. Ass'n, Inc. V. PUC*, 602 P.2d 861, 865 (Colo. 1979); *B&M Serv., Inc. V. PUC*, 429 P.2d 293, 296 (Colo. 1967).

7. The Parties have taken into account the mitigating factors listed in 4 CCR 723-1-1302(b) in reaching this Agreement. In mitigation, Metro Taxi is currently working to upgrade its computer system that will help assist driver monitoring. Further, the Parties also agree that if entire assessment of the penalty occurred and was imposed on the Company, the result would have a significant financial impact on the operation of Metro Taxi as a whole.²

Settlement Agreement

1. Staff of the Commission (Staff) and MKBS LLC (Metro Taxi or Respondent) hereby stipulate and agree as follows:

- a. Respondent admits liability for all 54 violations in Civil Penalty Assessment Notice (CPAN) No. 91899 attached as Exhibit A.
- b. Following extensive settlement negotiations between representatives of Staff and Metro Taxi, the Agreement herein has been reached in the spirit of compromise

² See Confidential Exhibit B and the testimony concerning anticipated operational changes given in confidential session as noted at Paragraph 25, and Footnote 19 of Paragraph 25 in Decision No. R10-0922-I.

and in light of the uncertainties of trial. The Agreement is a resolution of disputed issues and has been reached to avoid the costly expense of litigation and the Parties note that the Agreement promotes administrative efficiency by avoiding the time and expense that would be necessarily devoted to hearing this matter in Denver, Colorado. Further, the Parties acknowledge that this settlement will not have precedential effect on any other Commission matters. *See Colorado Ute Elec. Ass'n, Inc. v. PUC*, 602 P.2d 861, 865 (Colo. 1979); *B & M Serv., Inc. v. PUC*, 429 P.2d 293, 296 (Colo. 1967).

c. In consideration of Respondent's admission of liability in subparagraph 1(a) above, and for the reasons expressed in subparagraph 1(b) above, and in consideration of the terms set forth below, Staff agrees to suspend \$108,500.00 of the proposed civil penalty of \$148,500.00, subject to the following conditions.

d. Respondent agrees to pay \$40,000.00 (which includes the 10% surcharge pursuant to §24-34-108 C.R.S.) in one payment to the Commission no later than ten (10) days after the effective date of a decision of the Commission approving this Agreement. Such payment shall be in certified funds, or if by check, the check cannot be returned for non sufficient funds. If Respondent fails to pay \$40,000.00 to the Commission by the due date provided in the preceding sentence pursuant to those terms, then Respondent shall be immediately liable for the entire penalty amount of \$148,500.00, less any amount paid, and the additional terms set forth in subparagraphs, 1(e) through 1(i) below shall not take effect. Metro Taxi agrees to provide Staff with a detailed plan of what it has done in the past and plans for the future to correct the type of hours of service violations cited in the CPAN. The plan shall include dates when the components of the plan have been or will be implemented by Metro Taxi. That plan is provided as Confidential Exhibit B which is attached and incorporated.

e. Metro Taxi must file a report with the Staff of the Commission every 90 calendar days for a period of 540 calendar days (approximately 18 months). The first 90 day period shall begin on the day after the Commission's final decision and shall run for a 90 day calendar day period. Staff stipulates that it will review and comment on each report. The information to be contained in each report and obligations of the Parties are more fully set forth in Exhibit C which is attached and incorporated. Failure to file any and all reports as set forth in Exhibit C by Metro Taxi will be considered waiver of the suspension of the \$108,500.00 and Respondent shall be immediately liable for the entire penalty amount of \$108,500.00.

f. Metro Taxi stipulates that its execution of this Agreement is to be considered a full and complete waiver of its rights to exceptions and to rehearing, reargument and reconsideration, and for judicial review pursuant to 4 CCR 723-1-1505, 1506, and 1507 and C.R.S. §40-6-113, 40-6-114, and 40-6-115, except as set forth in Paragraph 1(h) and Paragraph 2 below.

g. Staff agrees that it will, for a period of 540 days (approximately 18 months) from the effective date of a Commission decision approving the Agreement in this docket:

- i. Conduct periodic random hours of service audits and inspections in addition to the audits and inspections of Metro Taxi's books and records pursuant to the policies and procedures of the Transportation Unit of the Public Utilities Commission to determine possible hours of service violations by the Respondent and/or its drivers.
- ii. Explain, work with and discuss with Metro Taxi any hours of service violations found by Staff during its random audits and inspections.
- iii. Determine at its sole discretion whether to issue civil penalty assessment notices concerning any alleged hours of service violations and any other types of violations.

h. If, during the 181st through the 540th days of such period, (1) Staff finds a total of seventy-five (75) or more alleged violations of 4 CCR 723-6-6103(d)(IV)(B)(ii) and 4 CCR 723-6-6102(a)³ as it pertains to 49 CFR 395.5(a)(1), 49 CFR 395.5(a)(2), 49 CFR 395.8(a) and such violations result in one or more civil penalty assessments for seventy-five (75) violations of such hours of service regulations,⁴ and at least seventy-five (75) of those alleged violations are found to be valid by either a final decision of the Commission or admission by Respondent, in addition to any civil penalties owed for such violations, Respondent shall be liable to pay the \$108,500.00 balance of the civil penalty for CPAN No. 91899 suspended by this Agreement within 30 days after the effective date of such final decision that results in a cumulative total of seventy-five violations.

2. Staff is satisfied that Metro Taxi's payment of a reduced civil penalty of \$40,000.00, along with compliance with the terms set forth above, is sufficient to motivate

³ Amendments to the Commission's hours of service rules are pending in Docket No. 10R-036TR. Upon a final decision being issued in that docket, the corresponding amended hours of service rules shall apply to this Agreement.

⁴Respondent reserves all of its rights to contest and appeal all alleged violations cited in any such civil penalty assessment notices.

Metro Taxi to comply with the regulations addressing hours of service issues incorporated into the Public Utilities Laws and Commission Rules on a going-forward basis. The Parties recognize and agree that this settlement and stipulation is a unique method of binding both Parties to resolve a problem that they recognize affects the safety of the public using taxi services. The Parties stipulate that the various steps and timeframes incorporated into this Agreement have been carefully negotiated by the Parties as a means of achieving compliance in the future and in recognition of Commission Decision R10-0899 which became a final Commission Decision on August 30, 2010.

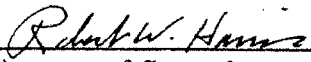
3. In the event that this Agreement is modified, or disapproved in whole or part, by the Commission in a manner that is unacceptable to either Party, each Party shall have the option to withdraw from this Agreement by providing notice within seven (7) days of entry of such Order to the other Party and to the Commission. In that event, the Parties agree that this matter shall be set for hearing.

EXECUTED this 28th day of September, 2010.

MKBS, LLC d/b/a Metro Taxi

By _____
Robert McBride
Title: President

Approved as to Form:



Signature of Counsel
Robert W. Harris, Esq., #2811
HARRIS KARSTAEDT JAMISON &
POWERS, P.C.
188 Inverness Drive West, Suite 300
Englewood, CO 80112
Telephone: (720) 875-9140
Fax: (720) 875-9141
rharris@hkjp.com

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

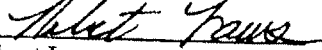
By: _____
Robert Laws
1560 Broadway Suite 250
Denver, Colorado 80202
Senior Criminal Investigator
Colorado Public Utilities
Commission

Approved as to Form:

JOHN W. SUTHERS, ATTORNEY
GENERAL

By: *Jean S. Watson-Weidner*
Jean S. Watson-Weidner #21036
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**COUNSEL FOR STAFF OF THE
PUBLIC UTILITIES COMMISSION**
*Counsel of Record

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

By: 
Robert Laws
1560 Broadway Suite 250
Denver, Colorado 80202
Senior Criminal Investigator
Colorado Public Utilities
Commission

Approved as to Form:

JOHN W. SUTHERS, ATTORNEY
GENERAL

By: _____
Jean S. Watson-Weidner #21036
Assistant Attorney General
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jsw@state.co.us
**COUNSEL FOR STAFF OF THE
PUBLIC UTILITIES COMMISSION**
*Counsel of Record

Exhibit A

CIVIL PENALTY ASSESSMENT NOTICE OR NOTICE OF COMPLAINT TO APPEAR

No. 91899 -CPAN

Public Utilities Commission of the State of Colorado

(Complainant)

v.

MKBS LLC

(Respondent)

D/B/A

Metro Taxi &/or Taxis Fiesta &/or South Suburban Taxi

PUC Authority Number(s): 1481

Physical Address: 5909 East 38th Avenue, Denver, CO 80207

Mailing Address: 5909 East 38th Avenue, Denver, CO 80207

Date of Violation	Violation Cite	Nature of Violation	Place of Violation	Penalty	Penalty + 10% Surcharge	Penalty If Paid Within 10 Days	10 Day Penalty + 10% Surcharge
February 5, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
February 5, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
February 6, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
February 6, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
February 7, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
February 7, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
7 February 7, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
8 February 8, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
9 February 8, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00

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10	February 8, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
11	February 9, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
12	February 9, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
13	February 9, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
14	February 10, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
15	February 11, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
16	February 11, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
17	February 11, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
18	February 12, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
19	February 12, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
20	February 12, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
21	February 13, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
22	February 13, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00

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23	February 14, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
24	February 15, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
25	February 15, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
26	February 16, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
27	February 16, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
28	February 17, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
29	February 17, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
30	February 17, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
31	February 17, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
32	February 18, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
33	February 18, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
34	February 19, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
35	February 19, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00

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Exhibit A

No. 91899 -CPAN

36	February 20, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
37	February 20, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
38	February 21, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
39	February 21, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
40	February 21, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
41	February 22, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
42	February 23, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
43	February 23, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
44	February 24, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
45	February 24, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
46	February 25, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
47	February 25, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
48	February 25, 2009	4 CCR 723-6-6103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00

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Exhibit A

No. 91899 -CPAN

49	February 26, 2009	4 CCR 723-6-8103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
50	February 26, 2009	4 CCR 723-6-8103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
51	February 26, 2009	4 CCR 723-6-8103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
52	February 27, 2009	4 CCR 723-6-8103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
53	February 27, 2009	4 CCR 723-6-8103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00
54	February 27, 2009	4 CCR 723-6-8103(d)(IV)(B)(ii)	Driver drove after being on duty more than 80 hours in 8 consecutive days.	Denver, CO	\$2,500.00	\$2,750.00	\$1,250.00	\$1,375.00

Total Amount: \$148,500.00

Total Amount if Paid Within 10 Days: \$74,250.00

I HEREBY ACKNOWLEDGE RECEIPT OF THIS NOTICE

[Signature]
Respondent's Signature

11/4/09
Date

The undersigned has probable cause to believe that the Respondent committed the violation(s) cited.

MONITA Pacheco
Print Name

[Signature]
Signature

11/4/09
Date

(For Commission use only - completed upon affecting service). The undersigned affirms that a copy of this Civil Penalty Assessment Notice or Notice of Complaint to Appear was duly served upon the Respondent by:

☒ personal service; or

☐ certified mail, return receipt requested.

MONITA Pacheco
Print Name

[Signature]
Signature

11/4/09
Date

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CIVIL PENALTY ASSESSMENT NOTICE OR NOTICE OF COMPLAINT TO APPEAR

Exhibit A

No. 91899 -CPAN

The notice you have received is called a Civil Penalty Assessment Notice or Notice of Complaint to Appear. The penalty for the alleged violation(s) is described on the preceding page(s). It is the prescribed penalty for the stated violation(s) as required by law and specified in the Public Utilities Commission's rules, and may be an enhanced penalty pursuant to § 40-7-113(3) or (4), C.R.S. Pursuant to § 24-34-108, C.R.S., a surcharge in the amount of ten percent will be added to all penalty assessments collected. This surcharge will be used to fund the development, implementation and maintenance of a consumer outreach and education program. Your payment may be made by money order or check. Do not mail cash. If payment is made by mail, the date of payment is the postmarked date. You may pay this penalty by mail or in person at:

Public Utilities Commission, 1560 Broadway, Suite 250, Denver, CO 80202

You have four options regarding this civil penalty:

1. Within ten days of receipt of this Civil Penalty Assessment Notice, you may pay the reduced total amount shown in the "Total Amount If Paid Within 10 Days" section above, which the Public Utilities Commission will accept as payment in full, with surcharge, and as your acknowledgement that you are liable for the violations herein.

UPON PAYMENT OF THIS ASSESSMENT, I ACKNOWLEDGE LIABILITY OF ALL VIOLATIONS HEREIN.

Respondents Signature

2. Within ten days of receipt of this Civil Penalty Assessment Notice, you may pay the reduced total amount on certain violations, but contest the remaining violations, by providing the following:

UPON PAYMENT, I ACKNOWLEDGE LIABILITY ON THE FOLLOWING VIOLATION NUMBERS:

I AM REQUESTING A HEARING ON THE FOLLOWING CONTESTED VIOLATION NUMBERS:

Enclose payment of the reduced amount(s) shown in the "10 Day Penalty + 10% Surcharge" column for each acknowledged violation. The Public Utilities Commission will accept your payment as payment in full, with surcharge, and as your acknowledgement that you are liable for the violations for which payment is made.

Respondents Signature

3. After ten days of receipt of this Civil Penalty Assessment Notice, you may avoid a hearing in this matter, at any time prior to the hearing, if you pay the full total amount shown in the "Total Amount" section. The Public Utilities Commission will accept your payment as payment in full, with surcharge, and as your acknowledgement that you are liable for the violations herein.

UPON PAYMENT OF THIS ASSESSMENT, I ACKNOWLEDGE LIABILITY OF ALL VIOLATIONS HEREIN.

Respondents Signature

4. If you wish to contest the entire civil penalty, or if the civil penalty assessment is not paid within ten days of receipt of this notice, then you must contact the Public Utilities Commission by 4:00 p.m. of the 15th day after receipt of this notice to set the alleged violation(s) for hearing. Call the P.U.C. at 800/888-0170, ext. 2884, or 303/894-2884. If you fail to contact the Commission, this document becomes a Complaint to Appear Notice and the Commission will set the hearing date without any preference to your wishes. You will be notified about the hearing date. If you are under 18 years of age, you must be accompanied by a parent or a guardian at the hearing.

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CONFIDENTIAL EXHIBIT B

Metro Taxi Policies, Corrective Actions Taken, and Anticipated Operational Changes
(Four pages)

Filed under seal with the Commission

EXHIBIT C
REPORTING PROCESS PURSUANT TO
STIPULATION AND AGREEMENT
IN DOCKET 09G-812CP

The first ninety day period shall begin on the day after the Commission's final decision in this docketed matter and shall run for a 90 calendar day period. On or before the tenth day of each period, Metro Taxi shall provide Staff with a list of all of its current drivers, as well as a list of all drivers who no longer work for Metro Taxi, but has driven within the last six months. These lists shall include the hire date of each driver, as well as the cab assigned to the current drivers and cab assigned to drivers no longer with Metro. The list may be emailed or delivered in person to designated Staff of the Commission. Staff will then select 10 drivers from these lists and designate which month out of the previous six months that will be used for the reporting and auditing process regarding the hours of service for these ten drivers. Staff will provide the list of the ten drivers selected and the month to be audited for these drivers to Metro Taxi via email or in person no later than the fifteenth day of each period. Failure by Staff to make a request or a timely request will result in a random selection of drivers by Metro Taxi for the quarterly report. Metro Taxi shall then prepare and supply Staff of the Commission, with a report by the 45th day of each ninety day period. The report shall be provided by email or in person. The report must include the following items:

- a. A copy of Staff's request providing the names of the ten drivers chosen by Staff above.
- b. The name of each driver, the taxicab number assigned to that driver, if the driver is or was permanently assigned to a specific taxicab.

- c. A copy of each driver's time records for the one month period selected by Staff for the purpose of this period's audit.
- d. A list of days when no daily time records were provided by the driver, or were improperly recorded or calculated during the 30 day audit period.
- e. A determination by Metro Taxi of each and every time the driver has driven over 80 hours in 8 days during the 30 day audit period.
- f. A determination by Metro Taxi of each and every time the driver has been on duty for over 16 hours in any given time period without 8 consecutive hours off duty separate each 16 hours on duty during the 30 day audit period.
- g. A determination by Metro Taxi of any other hours of service violations determined by the company during the 30 day audit period.
- h. Any corrective action taken by the Company including but not limited to counseling and cancellation of lease agreement with the driver found to be in violation of those hours of service violations found during the 30 day audit period.

Staff must review the ninety-day reports and confer with the Metro Taxi's designated representative at Metro taxi's office, Staff's office, or by telephone (designated by Staff), no later than 30 days after the receipt date of the report. In the event the above timelines fall on a weekend or designated State holiday, then the next business day shall govern the timeline.