

Settlement Agreement
PUC v. Smiddy Limousine Corporation
Docket 11G-500EC

STIPULATION AND SETTLEMENT AGREEMENT

This Stipulation and Settlement Agreement (“Agreement”) is entered into by and between Trial Staff of the Public Utilities Commission (“Staff” or a “Party”) and Smiddy Limousine Corporation (“Smiddy” or a “Party”). Staff and Smiddy are sometimes collectively referred to as the “Parties.” This matter arises from Docket No. 11G-500EC which alleges that Smiddy violated 4 CCR 723-6-6105(g)(1) twenty-three times and 4 CCR 723-6-6102(a)(1) and 49 CFR part 391.45(a) nine times.

As full settlement of this matter, Staff and Smiddy agree to the following:

1. Smiddy admits liability to all violations in Civil Penalty Assessment Notice 98563 (the “CPAN”).

2. This Agreement is reached in consideration of Smiddy’s admission of liability and in the spirit of compromise and in light of the uncertainties of trial and to avoid the cost and expense of litigation. The Parties also agree that this Agreement promotes administrative efficiency by avoiding the time and expense 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 attorneys’ fees and costs. For the reasons set forth in this Agreement, the Parties agree to reduce the amount in the CPAN from \$17,847.50 to \$8,000.00. This will be payable in four payments of \$2,000.00. The first payment of \$2,000.00 will be due and payable on or before the tenth day following a final Commission decision approving this agreement. The remaining payments will be due and payable on or before every thirty days thereafter until paid in full. These amounts include the 10% surcharge pursuant to C.R.S. § 24-34-108. In the event that Smiddy fails to meet its obligations as stated herein, then the entire amount of the civil penalty in this matter (\$17,847.50), less any payments made, if any, will immediately become due and payable.

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3. Smiddy agrees and stipulates that it waives any and all rights to file exceptions and/or all rights to file a request for a rehearing, reargument, and reconsideration of any other form of appeal. This result will mean that no additional administrative or adjudicary time and expense will be incurred by the Commission, Staff, and/or Smiddy relating to Docket 11G-500EC.

4. In addition of the reasons expressed above, Staff and Smiddy agree to the following stipulated facts:

A. The violations admitted by Smiddy occurred during an investigation of Smiddy's activities by Staff investigator William Schlitter. Schlitter's investigation occurred as part of his regular duties as a criminal investigator for the Colorado Public Utilities Commission.

B. Smiddy admits the maximum level of culpability for all violations.

C. After receiving the CPAN, Smiddy and Staff began negotiating a settlement of these matters. Staff has maintained good contact with Smiddy.

D. Smiddy remedied the conditions that led to the violations cited in the CPAN.

5. The Parties agree that all matters that were raised or could have been raised in this docket have been fully resolved by this Agreement. This Agreement may be executed by facsimile and by counterpart, each considered an original. This Agreement shall constitute the entire agreement of the Parties and the Parties are relying on no other fact or representation other than those contained in this Agreement. Any modification to this Agreement must be done in writing and signed by each party, or as further agreed to in a subsequent order issued by the

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Public Utilities Commission. The day the last party executes this Agreement shall be the Agreement's effective date.

STAFF OF THE PUBLIC UTILITIES COMMISSION

By: *Robert Laws* Date: 7/26/11
Robert Laws
Senior Criminal Investigator
Colorado Public Utilities Commission
1560 Broadway, Suite 250
Denver, CO 80202

Approved as to form:

JOHN W. SUTHERS, ATTORNEY GENERAL

By: *Kevin Opp* Date: 7/26/11
Kevin L. Opp, #36607
Assistant Attorney General
Business and Licensing Section
1525 Sherman Street, 5th Floor
Telephone: 303-866-5275
Facsimile: 303-866-5395
kevin.opp@state.co.us

SMIDDY LIMOUSINE CORPORATION

By: _____ Date: _____
Kevin Smiddy
PO Box 2058
Aspen, CO 81611
Telephone: 970-925-7505

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SMIDDY LIMOUSINE CORPORATION

By:  Date: 7/26/11
Kevin Smiddy
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