

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 Hy-Mountain Transportation Inc. dba High Mountain Taxi (“High Mountain” or a “Party”). Staff and High Mountain are sometimes collectively referred to as the “Parties.” This matter arises from Docket Nos. 12G-372CP, 12G-373CP, 12G-374CP, and 12G-375CP which alleges that High Mountain violated: 4 CCR 723-6-6103(b)(III) and 4 CCR 723-6-6102(a)(I) and 49 CFR 391.41(a)(1)(i) three times.

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

1. High Mountain admits liability to all violations in Civil Penalty Assessment Notices 103485, 103484, 103495, and 103494.
2. This Agreement is reached in consideration of High Mountain Taxi’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 CPANs from \$2,035.00 to \$740.00. This will be due and payable on or before the tenth day following a final Commission decision approving this Agreement. This amount includes the 10% surcharge pursuant to C.R.S. § 24-34-108. In the event that High Mountain fails to meet its obligations as stated herein, then the entire amount of the civil penalties in this matter (\$2,035.00), less any payments made, if any, will immediately become due and payable.

3. High Mountain 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 adjudicatory time and expense will be incurred by the Commission, Staff, and/or High Mountain relating to Docket Nos. 12G-372CP, 12G-373CP, 12G-374CP, and 12G-375CP.

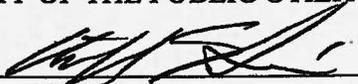
4. In addition of the reasons expressed above, Staff and High Mountain agree to the following stipulated facts:

- A. The violations admitted by High Mountain occurred during an investigation of High Mountain's activities by Staff investigator Tony Cummings. Cumming's investigation occurred as part of his regular duties as a criminal investigator for the Colorado Public Utilities Commission.
- B. High Mountain admits the maximum level of culpability for all violations.
- C. After receiving the CPANs, High Mountain and Staff began negotiating a settlement of these matters. Staff has maintained good contact with High Mountain.
- D. High Mountain remedied 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 Public Utilities Commission. The day the last party executes this Agreement shall be the Agreement's effective date.

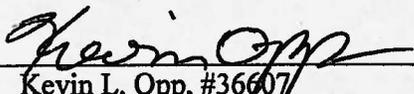
Settlement Agreement
PUC v. Hy-Mountain Transportation Inc. dba High Mountain Taxi
Docket Nos. 12G-372CP, 12G-373CP, 12G-374CP, & 12G-375CP

STAFF OF THE PUBLIC UTILITIES COMMISSION

By:  Date: 6-5-12
Cliff Hinson
Criminal Investigator
Colorado Public Utilities Commission
1560 Broadway, Suite 250
Denver, CO 80202

Approved as to form:

JOHN W. SUTHERS, ATTORNEY GENERAL

By:  Date: 6/5/12
Kevin L. Opp, #36607
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HY-MOUNTAIN TRANSPORTATION INC.

By: _____ Date: _____
Need Info

Approved as to form:

By: _____ Date: _____
Charles J. Kimball, #1319
Kimball & Nespor
5400 Ward Road, Building III
Suite 150
Arvada, CO 80002
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STAFF OF THE PUBLIC UTILITIES COMMISSION

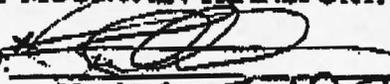
By: _____ Date: _____
Cliff Hinson
Criminal Investigator
Colorado Public Utilities Commission
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Denver, CO 80202

Approved as to form:

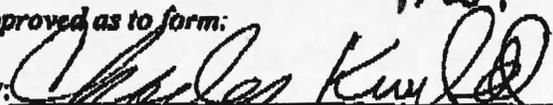
JOHN W. SUTHERS, ATTORNEY GENERAL

By: _____ Date: _____
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HY-MOUNTAIN TRANSPORTATION INC.

By:  _____ Date: 5-31-12
Need info Todd Gardner
Pres.

Approved as to form:

By:  _____ Date: 6-1-12
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