

Stipulation and Settlement Agreement

This Stipulation and Settlement Agreement is entered into by and between Trial Staff of the Colorado Public Utilities Commission (“Staff” and “Commission”) and (“Respondent”) as a result of the consolidation of Docket Nos. 12G-345EC, 12G-346EC, 12G-347EC, 12G-348EC and 12G-349EC in Decision R-12-0488-I. The Respondent was cited for various alleged violations in various civil penalty notice assessments of PUC rules as enumerated below. The parties agree to the following terms and conditions of stipulation and settlement.

1. This Respondent admits liability to all violations in:

- a. CPAN No. 103147 that is, Violation No. 1 on February 17, 2012 of 4 CCR 723-6-6310(a) of offering or arranging provision of service with a chartering party at or near the point of departure in the amount of \$550.00, which includes the penalty and surcharge, but if paid within 10 days the penalty and surcharge is reduced to \$275.00. (Docket No. 12G-345EC). CPAN 103147 is attached as Exhibit A.
- b. CPAN No. 103174 that is, Violation No. 1 on February 17, 2012 of 4 CCR 723-6-6310(a) of offering or arranging provision of service with a chartering party at or near the point of departure in the amount of \$550.00, which includes the penalty and surcharge, but if paid within 10 days the penalty and surcharge is reduced to \$275.00. (Docket 12G-346EC). CPAN 103174 is attached as Exhibit B.
- c. CPAN No. 103175 that is, Violation No. 1 on February 17, 2012 of 4 CCR 723-6-6310(a) of offering or arranging provision of service with a chartering party at or near the point of departure in the amount of \$550.00, which includes the penalty and surcharge, but if paid within 10 days the penalty and surcharge is reduced to \$275.00. (Docket 12G-347EC). CPAN 103175 is attached as Exhibit C.
- d. CPAN No. 103177 that is, Violation No. 1 on February 17, 2012 of 4 CCR 723-6-6310(a) of offering or arranging provision of service with a chartering party at or near the point of departure in the amount of \$550.00, which includes the penalty and surcharge, but if paid within 10 days the penalty and surcharge is reduced to \$275.00. (Docket 12G-348EC). CPAN 103177 is attached as Exhibit D.

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- e. CPAN No. 10380 that is, Violation No. 1 on February 18, 2012 of 4 CCR 723-6-6310(b) for failure to have completed charter order in vehicle in the amount of \$550.00, which includes the penalty and surcharge, but if paid within 10 days the penalty and surcharge is reduced to \$250.00. CPAN No. 10380 also is for Violation No. 2 on February 18, 2012 of 49 CFR 396.17(c) and CCR 723-6-6102(a)(I) for failure to have periodic inspection in vehicle in the amount of \$275.00 which includes the penalty and surcharge, but if paid within 10 days the penalty and surcharge is reduced to \$125.00. CPAN 10380 is attached as Exhibit E.
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 7 below, the Parties have agreed to a reduction in the amount of the civil penalties from \$ 3,025.00 to \$1250.00 payable in one installment of \$1250.00. This amount includes the 10% surcharge pursuant to C.R.S. § 24-34-108.
3. Respondent agrees to pay the full amount of \$1250.00 to the Colorado Public Utilities Commission on or before the ten day period beginning on the date of a final decision issued by the Commission in these consolidated dockets approving this stipulation and settlement agreement. Respondent has recognized that failure to comply with payment of any other amount other than the full amount of \$1250.00 on or before the payment date set forth in this paragraph will result in the full CPAN amounts from all the consolidated dockets set forth in the caption in the amount of \$3025.00 being due and payable immediately, less any payments, if any, made to that point, without any further hearing.
4. Respondent agrees and stipulates that failure to pay the settlement amount as agreed as set forth in Paragraph 3 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 with the Commission or any court in Colorado. The result of this waiver, in addition to full waiver of the rights previously set forth in this Paragraph 4, will mean that no additional administrative or adjudicatory time and expense will be incurred by the Commission, Staff and/or the Respondent.
5. Respondent further agrees that if during any investigations conducted by the Staff of the Commission within one year of the date of a Commission final order in this docket,

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should any violation of the specific Commission Rules be found by the Commission after notice and possible hearing, which are the same as the admitted violations as set forth in Paragraph 1(a-e) for which the Respondent has admitted liability, Respondent shall be liable for an additional amount pertaining to these consolidated dockets of \$1775.00. In the event such liability has been found by the Commission, such payment will be due immediately upon the date of a final Commission decision finding the Respondent in violation of any of the same specific alleged violations as set forth in Paragraph 1(a-e). The issuance of this final Commission decision as to these new alleged violations, 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 with the Commission or any court in Colorado in that decision. The result of this waiver, in addition to full waiver of the rights previously set forth in this Paragraph 5, will mean that no additional administrative or adjudicatory time and expense will be incurred by the Commission, Staff and/or the Respondent.

6. Respondent and Staff agree that the specific intent of paragraph 5 is to prevent further violations of these specific Commission rules in the future.
7. In addition to the reasons expressed in paragraph 1, 2, 3, 4 and 5 above, Staff and Respondent have agreed to the following stipulation of facts to be considered by the ALJ for consideration of approval of this agreement pursuant to Commission Rule 1302(b):
 - a. The Respondent has admitted to the maximum level of culpability for the violation.
 - b. The Respondent has implemented a new training policy and is stipulating to the fact that he has provided training on the applicable PUC rules and regulations concerning luxury limousine service and that he will strictly enforce these rules and regulations.
 - c. Respondent has implemented new policies and new procedures to prevent any of the limousines owned and/or operated by him or for him as operator and owner of Hummers of Vail, Inc., doing business as Vail Taxi Service, Eco Limo of Vail, Vail Luxury Limo and Vans to Vail Valley to be at or near the point of departure in the future without having charter orders. In addition these new policies and procedures will make sure that the Respondent's vehicles have the required periodic inspection information as required by Commission Rules. Respondent is working on purchasing a database or computer application which will allow him to provide each driver with all information required for a Charter Order, to be transmitted to the driver prior to the arrival at any location where they will be providing transportation and to have the required inspection material and information in each of Respondent's vehicles.

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8. 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/or further agreed to pursuant to a final order issued by the Public Utilities Commission in these consolidated dockets.

EXECUTED this 5th day of June 2012.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

Approved as to form:

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By: *Jonathan Levine, owner of Hummers of Vail Inc.*
Jonathan Levine, owner, operator and representative of
Hummers of Vail, Inc., doing business as Vail Taxi Service, Eco Limo of Vail, Vail
Luxury Limo and Vans to Vail Valley