

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

Proceeding No. 14G-0644EC

Civil Penalty Assessment Notice No. 108457

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

TEASERS LIMOUSINE LLC D/B/A ON DEMAND TRANSPORTATION,
LIMOUSINES ETC., ROCKSTAR LIMO,

Respondent.

STIPULATION AND SETTLEMENT AGREEMENT

Staff of the Public Utilities Commission ("Staff") and Respondent Teasers Limousine, LLC d/b/a On Demand Transportation, Limousines Etc., Rockstar Limo ("Respondent") (collectively, the "Parties") enter into this Stipulation and Settlement Agreement ("Agreement") in this proceeding as a complete and final resolution of all issues that were or could have been raised in this proceeding. Angela Trujillo has authority to enter into settlement on behalf of Respondent.

Background

The Commission issued Respondent Civil Penalty Assessment Notice or Notice of Complaint to Appear No. 108457 (the "CPAN") seeking civil penalties of \$2,722.50 (or \$1,361.25 if paid within 10 days), which was served by personal

service on June 10, 2014. The CPAN alleged nine violations of 4 *Code of Colorado Regulations* ("CCR") 723-6-6105(c).

Settlement Agreement

Staff and Respondent hereby stipulate and agree as follows:

1. Staff will dismiss violation numbers 7, 8, and 9 in the CPAN.¹
2. Respondent admits liability to all remaining violations in the CPAN.
3. Respondent agrees to comply with all Colorado and federal statutes and rules, in particular Colorado statute and Commission rules regarding submission of drivers' fingerprints to the PUC, within 10 days of a driver being contracted to drive, for purposes of a fingerprint-based criminal history record check.

4. The Agreement herein has been reached in the spirit of compromise and in light of the uncertainties of trial, as well as to avoid the costly expense of litigation. The Agreement promotes administrative efficiency by avoiding the time and expense that would be necessarily devoted to hearing this matter. The public interest is served by requiring Respondent pay a civil penalty of \$1,100.00 under the terms of this Agreement. In reducing the penalty, Staff considered the following mitigating factors pursuant to Commission Rule 1302(b):

- a. Respondent acknowledges wrongdoing.
- b. Respondent admits the maximum level of culpability for all violations in the CPAN (other than those dismissed by Staff per paragraph 1, above).
- c. Respondent advises that the driver associated with violation numbers 1, 2, and 3 in the CPAN is no longer

¹ Accordingly, the total amount of the CPAN is \$1,815.00.

employed as a driver for Respondent.

- d. Respondent advises that the driver associated with violation numbers 4, 5, and 6 in the CPAN is no longer employed as a driver for Respondent.
- e. Respondent has been educated regarding compliance with the applicable rule and ensured Staff all future drivers Respondent employs to drive will be in compliance with the rule.
- f. Respondent has kept in regular contact with Staff regarding the issue, and has timely supplied all requested information to Staff.
- g. Assessing Respondent a civil penalty of \$1,100.00 under the terms herein is sufficient motivation for Respondent to remain in compliance with the Public Utilities Laws and Commission Rules on a going-forward basis.

5. In consideration of Respondent's admission of liability, and for the reasons expressed above, Staff agrees reducing the amount of the civil penalty from \$1,815.00 to \$1,100.00 is appropriate and in the public interest. This \$1,100.00 settlement amount consists of a \$1,000.00 penalty, plus a ten-percent surcharge of \$100.00 pursuant to section 24-34-108, C.R.S.

6. Respondent shall pay the total amount of \$1,100.00 in two equal installments of \$550.00 each. The first installment is due within 10 days of the Commission's final order approving this settlement agreement, and the second installment is due 30 days following the first installment's due date.

7. If Respondent fails to make either of the installment payments when due, Respondent will be liable for the full civil penalty amount of \$1,815.00 (less any payments made), which amount will be due immediately.

8. Respondent further agrees that if, during any investigation(s) conducted by Staff within twelve months of the date of a Commission final order in this proceeding, the Commission finds any violations of rules or statutes the same or of a similar nature as any of the violations for which Respondent has admitted liability, Respondent shall be liable for the full civil penalty, less payments made. In such event, the remaining full civil penalty will be due immediately. Respondent and Staff agree the specific intent of this provision is to prevent further violations of the Public Utilities Laws and Commission Rules.

9. 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 this Agreement. This 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 further agreed to in an order issued by the Commission.

10. Respondent's failure to complete its payment obligations as set forth in this Agreement shall also be deemed a waiver by Respondent of any and all rights to file exceptions and/or a request for rehearing, reargument, and reconsideration, or to file any other form of appeal.

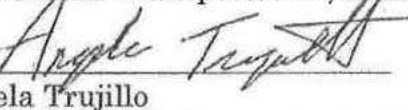
11. In the event this Agreement is modified or not approved in its entirety, either Party, at that Party's option, may withdraw from this Agreement by filing a notice with the Commission in this Docket within seven days of entry of such Order. In that event, this Agreement shall be void and this matter shall be set for hearing.

Executed this 1 ^{AUGUST} day of ~~July~~, 2014.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

By: 
Cliff Hinson
Manager, Investigations and Compliance
Colorado Public Utilities Commission
1560 Broadway Suite 250
Denver, Colorado 80202

RESPONDENT Teasers Limousine, LLC d/b/a
On Demand Transportation, Limousines Etc., Rockstar Limo

By: 
Angela Trujillo
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Approved as to form:

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*Counsel of Record

*Counsel for Staff of the
Public Utilities Commission*

CERTIFICATE OF SERVICE

This is to certify that on this 1st day of August, 2014, I have duly served the foregoing **STIPULATION AND SETTLEMENT AGREEMENT** upon all parties herein via the Commission's E-Filing system to:

Cliff Hinson	Cliff.Hinson@state.co.us	Trial Staff
Bill Schlitter	William.Schlitter@state.co.us	Trial Staff
Gabe Dusenbury	Gabe.Dusenbury@state.co.us	Advisory Staff

Placed in the United States mail, first class postage prepaid, addressed as follows to:

Teasers Limousine d/b/a On Demand
Transportation &/or Limousines Etc.
2690 South Federal Boulevard
Denver, Colorado 80219

/s/ Hayley Somers