

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO  
PROCEEDING NO. 18G-0884CP

Civil Penalty Assessment Notice: 122604

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PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

SUPERSHUTTLE INTERNATIONAL DENVER, INC.; d/b/a Supershuttle Denver  
and/or Execucar Denver,

Respondent.

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**JOINT STIPULATION AND SETTLEMENT AGREEMENT**

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Staff of the Public Utilities Commission (Staff) and Respondent  
SUPERSHUTTLE INTERNATIONAL DENVER, INC.; d/b/a Supershuttle Denver  
and/or Execucar Denver (Respondent) (collectively, the Parties) enter into this  
Stipulation and Settlement Agreement (Agreement) in the above-referenced  
proceeding as a complete and final resolution of all issues that were or could have  
been raised in this proceeding. Alan Gildersleeve as Regional General Manager has  
authority to enter this Agreement on behalf of Respondent.

**BACKGROUND AND RECITALS**

1. On December 11, 2018, Staff issued Civil Penalty and Assessment or  
Notice of Complaint to Appear (CPAN) Number 122266. It was served on the  
Respondent by certified mail on December 14, 2018. The CPAN was filed on

December 17, 2018. The CPAN alleges one (1) violation of 4 CCR 723-6-6102(a)(I) & 49 C.F.R. § 396.11(a) for failing to require a driver to prepare a driver vehicle inspection report on October 3, 2018; one (1) violation of 4 CCR 723-6-6102(a)(I) & 49 C.F.R. § 396.17(a) for operating a commercial motor vehicle not periodically inspected on October 3, 2018; one (1) violation of 4 CCR 723-6-6103(c)(II)(A) for requiring or permitting a driver to drive after having been on duty for 16 consecutive hours on September 25, 2018; one (1) violation of 4 CCR 723-6-6103(c)(II)(D) for failing to maintain and retain accurate and true time records, including all supporting documents verifying such time records on September 25, 2018; one (1) violation of 4 CCR 723-6-6105(i)(III) for requiring or permitting a driver to drive if the driver's fingerprint qualification status has expired on September 1, 2018; and one (1) violation of 4 CCR 723-6-6309(e) for stationing a luxury limousine in a designated passenger pickup point at an airport without the completed charter order in the vehicle on October 3, 2018. The CPAN states that the civil penalty assessed for the alleged violations is \$5375.00, plus an additional 15 percent surcharge, for a total amount of \$6181.25. It further provides that if the Respondent pays the civil penalty within 10 calendar days of its receipt of the CPAN, the civil penalty will be reduced to \$3090.63.

## **SETTLEMENT AND AGREEMENT**

2. The Parties have reached a settlement in this matter. The settlement amount includes a penalty amount of \$2,687.50 and a fifteen-percent surcharge

amount of \$403.13, pursuant to Section 24-34-108(2), C.R.S., for a total amount of \$3090.63.

3. The Respondent admits liability for all violations in the CPAN.

4. In consideration of the following promises and agreements set out below in the Settlement and for other good and valuable consideration, the sufficiency and adequacy of which are acknowledged herein, the Parties have agreed to the following terms and conditions:

A. Performance by Staff:

- i. Staff will agree to reduce the amount of the penalty from \$6181.25 to \$3090.63.
- ii. Staff will agree to consider the following mitigating factors, pursuant to Commission Rule 1302(b), in reducing the penalty amount:
  - a. The Respondent contacted the PUC within the first 10 days in an effort to resolve the matter.
  - b. Due to restructuring, Respondent had difficulty paying the 10-day amount within the allotted time frame.
  - c. Respondent corrected all of the violations cited in the CPAN.
  - d. Respondent undertook an internal file review of both driver and vehicle files based on the issuance of the CPAN.

B. Performance by the Respondent.

- i. Respondent will comply with all PUC rules and state statutes.
- ii. Respondent agrees to a cease and desist order for the admitted violations in the CPAN.
- iii. Respondent will pay approximately fifty percent (50%) of the total penalty amount, or \$3090.63.
- iv. The Respondent shall pay the penalty amount of \$3090.63 in one payment due 10 days after the decision is an order of the Commission.
- v. If the Respondent fails to make a timely payment according to the conditions of this settlement agreement within ten (10) days of the Commission's final decision, the full amount due (\$6181.25) will be owed immediately.
- vi. If the Respondent violates any of the terms in this Joint Stipulation and Settlement Agreement, or is found in violation of the admitted violation in this docket within one (1) year of the last payment received, the full amount of the balance owed for the penalty will be due and owing immediately.

5. This Settlement Agreement has been reached in the spirit of compromise and to avoid the uncertainties of trial and the costly expense of litigation.

6. This Settlement Agreement promotes administrative efficiency because it avoids the time and expense that necessarily would be devoted to preparing for and attending the hearing for this proceeding.

7. This Settlement Agreement serves the public interest because it requires the Respondent to pay a civil penalty of \$3090.63 according to the terms of paragraph 4.

8. The Parties agree that all matters that have been raised, or that could have been raised, in this proceeding have been resolved by this Settlement Agreement.

9. This Settlement Agreement may be signed in counterparts, each of which, taken together, shall constitute the entire agreement of the Parties.

10. This Settlement Agreement may not be modified by the Parties, except in writing, with express agreement of each Party, and with approval of the Commission.

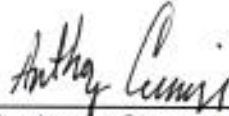
11. The Respondent's failure to comply with the payment schedule and to complete the payment obligations described in paragraph 4 of the Settlement Agreement shall be deemed as a waiver by the Respondent of any rights and all rights to file exceptions, as well as a request for rehearing, reargument, and reconsideration, or to file any other form of the appeal.

12. Should this Settlement Agreement be modified or not approved in its entirety by an Administrative Law Judge or the Commission, either Party, at that Party's option, may withdraw from this Settlement Agreement by filing a notice with the Commission in this proceeding within seven days of entry of such order. In this event, this Settlement Agreement shall be void and this matter be reset for hearing.

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Dated this \_\_\_\_\_ day of February, 2019.

STAFF OF THE COLORADO PUBLIC UTILITIES COMMISSION

By:   
Anthony Cummings  
Lead Criminal Investigator, Investigations and Compliance Units  
Colorado Public Utilities Commission  
1560 Broadway, Suite 250  
Denver, CO 80202

SUPERSHUTTLE INTERNATIONAL DENVER, INC.; d/b/a Supershuttle Denver and/or  
Execucar Denver

By: \_\_\_\_\_  
Alan Gildersleeve  
Regional General Manager  
3545 S. 28<sup>th</sup> Street  
Phoenix, AZ 85040

*Approved as to form:*

PHILIP J. WEISER  
Attorney General

By: \_\_\_\_\_  
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Assistant Attorney General  
Revenue and Utilities Section  
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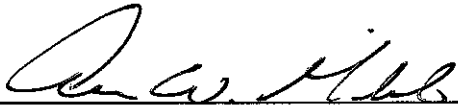
*Attorney for Colorado Public Utilities Commission Staff*

Dated this 7<sup>th</sup> day of February, 2019.

STAFF OF THE COLORADO PUBLIC UTILITIES COMMISSION

By: \_\_\_\_\_  
Anthony Cummings  
Lead Criminal Investigator, Investigations and Compliance Units  
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*Attorney for Colorado Public Utilities Commission Staff*

Dated this 11<sup>th</sup> day of February, 2019.

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By: \_\_\_\_\_  
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