

Settlement Agreement
PUC v. Shuttle King Limo, Inc.
Docket 11G-375EC

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 Shuttle King Limo, Inc. (“Shuttle King” or a “Party”). Staff and Shuttle King are sometimes collectively referred to as the “Parties.” This matter arises from Docket No. 11G-375EC in which Shuttle King was cited with a Civil Assessment Penalty Notice (“CPAN”) for alleged violations of (1) 4 C.C.R. 723-6-6102(a)(1), part 396.3(b)(1) and (2) 4 C.C.R. 723-6-6102(a)(1), part 396.3(b)(2). All alleged violations occurred on April 11, 2011.

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

1. Shuttle King admits liability to all violations in CPAN 99919.
2. This Agreement is reached in consideration of Shuttle King’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 CPAN 99919 from \$1,100.00 to \$500.00. This will be payable in two payments of \$250.00. The first installment of \$250.00 will be due and payable on or before the tenth day following a final Commission decision approving this agreement. The remaining payment will be due and payable thirty days thereafter. These amounts include the 10% surcharge pursuant to C.R.S. § 24-34-108. In the event that Shuttle King fails to meet its obligations as stated herein, then the entire amount of the civil penalty in this matter, less any payments made if any, will immediately become due and payable.

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3. Shuttle King 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 Shuttle King relating to Docket 11G-375EC

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

A. The violations admitted by Shuttle King occurred during an investigation of Shuttle King'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. Shuttle King admits the maximum level of culpability for all violations.

C. After receiving CPAN 99919, Shuttle King contacted Staff and began negotiating a settlement of these matters. Staff has maintained good contact with Shuttle King.

D. Shuttle King has taken proactive measures to cure its recordkeeping that led to the filing of CPAN 99919.

E. This is the first CPAN filed against Shuttle King.

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

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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.

STAFF OF THE PUBLIC UTILITIES COMMISSION

By: Robert Laws Date: 5/24/2011
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 L. Opp Date: 5/25/11
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

SHUTTLE KING LIMO, INC.

By: _____ Date: _____
Azatullah Mommandi
1525 South Lansing Street
Aurora, CO 80012
Telephone: 303-363-8000

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STAFF OF THE PUBLIC UTILITIES COMMISSION

By: _____ Date: _____

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: _____ Date: _____

Kevin L. Opp, #36607
Assistant Attorney General
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1525 Sherman Street, 5th Floor
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Facsimile: 303-866-5395
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SHUTTLE KING LIMO, INC.

By: [Signature] Date: 05/25/211

Azatallah Mommandi
1525 South Lansing Street
Aurora, CO 80012
Telephone: 303-363-8000

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