

BEFORE THE PUBLIC UTILITIES COMMISSION

STATE OF COLORADO

Docket No. 12G-369CP
Civil Penalty Assessment No. 103421

STIPULATION AND SETTLEMENT AGREEMENT

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

WYATT WATKINS d/b/a Watkins Taxi Service/Watkins Ride Services,

Respondent.

This Stipulation and Settlement Agreement (Agreement) is entered into by and between Trial Staff of the Colorado Public Utilities Commission (Staff) and Wyatt Watkins individually and in his capacity as principal of Watkins Taxi Service/Watkins Ride Services (Watkins or Respondent) (collectively Parties). This Agreement arises from Civil Penalty Assessment Notice (CPAN) No. 103421 in which Respondent was cited for alleged violations of § 40-10.1-201(1), C.R.S., and/or § 40-10.1-302(1)(a), C.R.S. (operated and/or offered to operate as a common carrier and/or as a luxury limousine without first having obtained a permit from the Colorado Public Utilities Commission (PUC)), and 4 *Code of Colorado Regulations* (CCR) 723-6-6007(f)(I)(A) (no proof of liability insurance on file with the PUC). Respondent acknowledges and agrees that it chose to be represented by its owner, Wyatt Watkins, pursuant to 4 CCR 723-1-1201(b). A copy of CPAN No. 103421 is attached hereto as Exhibit 1 and fully incorporated herein.

As full settlement of this matter, Staff and Respondent agree to the following terms and conditions:

1. Respondent admits liability to § 40-10.1-201(1), C.R.S. and/or § 40-10.1-302(1)(a), C.R.S.
2. Respondent admits liability to 4 CCR 723-6-6007(f)(I)(A).
3. This Agreement has been reached in consideration of Respondent's admissions of liability contained in Paragraphs 1 and 2 above, 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 of 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, the Parties have agreed to a reduction in the amount of the civil penalty from \$1,512.50 to \$300.00. This amount includes the 10% surcharge pursuant to § 24-34-108, C.R.S., which shall be used to fund the development, implementation and maintenance of a consumer outreach and education program.
4. Respondent agrees that he/it shall make monthly installment payments of \$50.00 per month for six (6) months, with the first payment due on or before thirty (30) days of the Commission's final decision approving this Agreement, with the remaining payment due every thirty (30) days thereafter. For purposes of this Agreement, a "final Commission decision" shall mean the date when the Recommended Decision approving this Agreement becomes a decision of the Commission.
5. Respondent agrees that he/it will not provide, or advertise to provide, transportation services without a permit issued by the PUC.

6. Respondent agrees that if he/it fails to make any of the payments as set forth in Paragraph 4, the full amount of \$1,512.50 , less any amount already paid, shall become immediately due and payable.

7. Respondent agrees that if Respondent commits any future violations, the full amount of the new civil penalty will be due and payable.

8. Respondent agrees that if he/it commits a new violation while still owing on CPAN No. 103421, the full amount of \$1,512.50, less any amount already paid, shall become immediately due and payable, plus any additional civil penalty amounts.

9. The Parties agree to the following stipulated facts should be considered by the Administrative Law Judge when determining whether to approve this Agreement:

a. The violations admitted to by Respondent occurred after an investigation by Staff to determine whether: 1) Respondent was operating as a common carrier and/or luxury limousine without having first obtained a permit from the PUC, and 2) whether Respondent had filed proof of liability insurance with the PUC. The investigation was conducted by Commission Investigator William Schlitter as part of his regular duties as a criminal investigator for the PUC.

b. Respondent does not have a history of prior offenses with the PUC.

c. Respondent was proactive in meeting with Staff to discuss the violations contained in CPAN No. 103421 after he/it received service of said CPAN.

d. The Parties also stipulate that Respondent, Wyatt Watkins d/b/a Watkins Taxi Service/Watkins Ride Services is a closely held entity, that the conditions set out in § 13-1-

127, C.R.S., and that Wyatt Watkins may represent the interests of Watkins Taxi Service/Watkins Ride Services.

10. 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 further agreed to in a further order issued by the Public Utilities Commission.

11. In the event that this Agreement is modified or not approved in its entirety in a manner that is unacceptable to either Staff or Respondent, at that Party's option, he or it may withdraw from this Agreement by providing notice within seven (7) days of entry of the Order to the other Party and to the Commission. In that event, the Parties agree that this matter shall be set for hearing.

EXECUTED this 9th day of May 2012.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

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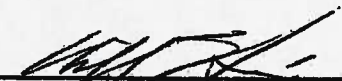
By: _____
Wyatt Watkins
Watkins Taxi Service
524 South Institute Street
Colorado Springs, CO 80903

EXECUTED this 3 day of May 2012.


Appendix A
Decision No. R12-0562
Docket No. 12G-369CP
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