

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

Proceeding No. 14G-0185EC

Civil Penalty Assessment Notice No. 108645

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

COLORADO LIMOS SERVICE,

Respondent.

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STATE OF COLORADO
PUBLIC UTILITIES COMMISSION
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STIPULATION AND SETTLEMENT AGREEMENT

Staff of the Public Utilities Commission (“Staff”) and Respondent Colorado Limos Service (“Respondent”) (collectively, the “Parties”) enter into this Stipulation and Settlement Agreement (“Agreement”) in this Docket as a complete and final resolution of all issues that were or could have been raised in this proceeding.

Background

1. Mr. Tahir Geshow is a manager of Respondent Colorado Limos Service, a Colorado limited liability company,¹ and he has authority to enter into this Agreement on behalf of Respondent.

2. On February 25, 2014, the Commission issued Respondent Civil Penalty Assessment Notice No. 108645 (the “CPAN”) seeking civil penalties of \$3,162.50 (or

¹ The entity name registered with the Colorado Secretary of State is “Colorado Limos Service” notwithstanding the directive of § 7-90-601(3)(c), C.R.S. that the entity name of a limited liability company is required to contain the term, or an abbreviation for, “limited liability company.”

\$1,581.25 if paid within 10 days). The CPAN alleged the following violations: one violation of 4 *Code of Colorado Regulations* ("CCR") § 723-6-6102(a)(I) and 49 Code of Federal Regulations § 396.17(a); two violations of 4 CCR § 723-6-6103(d)(II)(C); one violation of 4 CCR § 723-6-6005(c)(I)(A); and one violation of 4 CCR § 723-6-6309(c). The CPAN was served by certified mail, return receipt requested, on February 26, 2014.

Settlement Agreement

Staff and Respondent hereby stipulate and agree as follows:

1. Respondent admits liability to all the violations in the CPAN.
2. Respondent agrees to comply with all Colorado and federal statutes and rules concerning use of a motor vehicle not periodically inspected, maintaining accurate time records, providing records upon request of an enforcement official, and stationing a luxury limousine across the street from a hotel without a charter order.
3. The Agreement herein has been reached in the spirit of compromise and in light of the uncertainties of trial. The Agreement has also been reached 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 the payment by Respondent of a civil penalty in the amount of \$500.00 under the terms in 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.

- c. Respondent actively and timely contacted Staff to resolve the issue.
- d. Respondent has subsequently corrected the violation in the CPAN regarding evidence of current inspection.
- e. Assessing the full CPAN amount would cause financial hardship on Respondent.
- f. Respondent was involved in an accident on or about February 20, 2014 which caused damage to his vehicle and injury to his person. As a result, his vehicle is unusable in commercial operation, and his ability to work is restricted in that he has a medical restriction against transporting passengers for commercial purposes.
- g. Assessing Respondent a civil penalty of \$500.00 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.

4. In consideration of Respondent's admission of liability, and for the reasons expressed above, Staff agrees reducing the amount of the civil penalty from \$3,162.50 to \$500.00 is appropriate and in the public interest. This \$500.00 settlement amount consists of a \$454.54 penalty, plus a ten-percent surcharge of \$45.46 pursuant to section 24-34-108, C.R.S.

5. Respondent must pay the total amount of \$500.00 in one lump sum, due within 10 days of the Commission's final order approving this settlement agreement.

6. If Respondent fails to make payment when due, Respondent will be liable for the full civil penalty amount of \$3,162.50, less any payments made, which amount will be due immediately.

7. 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 Docket, 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 this 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.


8. 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.

9. 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.

10. In the event that 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 14 day of April, 2014.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

By: 
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Approved as to form:

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