

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF
COLORADO

Proceeding No. 17G-0802EC

Civil Penalty Assessment Notice 119377

PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,

Complainant,

v.

SUNSET LUXURY LIMOUSINES INC. dba www.sunsetlimocom,

Respondent.

STIPULATION AND SETTLEMENT AGREEMENT

Staff of the Public Utilities Commission (Staff) and Respondent Sunset Luxury Limousines Inc. dba www.sunsetlimocom (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. Kevin Harrold has authority to enter this Agreement on behalf of Respondent.

Background

1. On November 30, 2017, Staff issued Respondent Civil Penalty Assessment Notice No. 119377 (the CPAN) seeking civil penalties of \$51,893.75 (or \$25,946.88 if paid within 10 days). The CPAN alleged 6 violations of 4 CCR 723-6-6102(a)(I) and 49 C.F.R. § 391.23(a)(2); 7 violations of 4 CCR 723-6-6102(a)(I) and 49

C.F.R. § 391.25(a); 1 violation of 4 CCR 723-6-6102(a)(I) and 49 C.F.R. § 391.45; 6 violations of 4 CCR 723-6-6102(a)(I) and 49 C.F.R. § 396.11(a); one violation of 4 CCR 723-6-6102(a)(I) and 49 C.F.R. § 382.301(a); 1 violation of 4 CCR 723-6-6102(a)(I) and 49 C.F.R. § 382.601(d); 7 violations of 4 CCR 723-6-6102(a)(I) and 49 C.F.R. § 383.37(a); 1 count of 4 CCR 723-6-6102(a)(I) and 49 C.F.R. § 396.11(c); 5 violations of 4 CCR 723-6-6105(c); 2 violations of 4 CCR 723-6-6105(i)(III); 9 violations of 4 CCR 723-6-6304(a); and 5 violations of 4 CCR 723-6-6304(b). The CPAN was personally served on November 30, 2017.

Settlement Agreement

2. Staff and Respondent hereby stipulate and agree as follows:
3. Staff agrees to dismiss counts 23, 24, 27, 30, and 38 through 51 of the CPAN, making the new amount of the CPAN \$26,478.75 (\$13,239.38 if paid within 10 days).
4. Respondent admits liability to all the remaining violations contained in the CPAN.
5. Respondent agrees to comply with all Colorado and federal statutes and rules concerning Safety Performance History Checks, Motor Vehicle Record Checks, Medical Examination Requirements, Daily Vehicle Inspection Reports, Drug and Alcohol Testing, Commercial Drivers Licensing Requirements, and the submittal of fingerprints for background checks.
6. 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 \$13,240.00 under the terms in this Agreement. In reducing the penalty, Staff considered the following mitigating factors pursuant to Commission Rule 1302(b):

- a. Respondent contacted Staff within 10 days of receipt of the CPAN and actively engaged in efforts to resolve this matter.
- b. Respondent provided documentation to support the dismissal of the above listed counts.
- c. Respondent's Driver Supervisor understands the necessity of full compliance with rules and regulations of both the PUC and the Federal Motor Carrier Association (FMCSA).
- d. With the assistance of PUC Staff, Respondent has a renewed understanding regarding both requirements and Respondent is confident it can remain compliant going forward.
- e. Assessing Respondent a civil penalty 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

7. In consideration of Respondent's admission of liability, and for the reasons expressed above, Staff agrees reducing the amount of the civil penalty from \$26,478.75 to \$13,240.00 is appropriate and in the public interest. This \$13,240.00 settlement amount consists of a \$11,513.04 penalty, plus a fifteen-percent surcharge of \$1,726.596 pursuant to § 24-34-108(2) C.R.S.

8. Respondent shall pay the total amount of \$13,240.00 in three (3) payments. The first payment of \$4,413.34 is due within ten (10) days of the Commission's final order approving this settlement agreement. The first of the following two (2) equal payments of \$4,413.34 shall be due thirty (30) days from the due date of the first payment. The third and final payment will be due thirty (30) days from the due date of the second payment.

9. If Respondent fails to make any of the installment payments when due, Respondent shall be liable for the full civil penalty amount of \$26,478.75 less any payments made, which amount will be due immediately.

10. 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 concerning any of the admitted violations, 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 that the specific intent of this provision is to prevent further violations of the Public Utilities Laws and Commission Rules, both federal and state.

11. All matters that were raised or could have been raised in this proceeding 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.

12. 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.

13. 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 proceeding within seven days of entry of such Order. In that event, this Agreement shall be void and this matter shall be set for hearing.

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Executed this ____ day of January, 2018.

STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

By: Anthony Cummings
Anthony Cummings

Lead Criminal Investigator, Investigations and Compliance
Colorado Public Utilities Commission
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SUNSET LUXURY LIMOUSINES INC.
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Approved as to form:

CYNTHIA H. COFFMAN
Attorney General

By: _____
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*Counsel for Staff of the
Public Utilities Commission*

Executed this 23 day of January, 2018.

STAFF OF THE COLORADO
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