



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

March 7, 2011

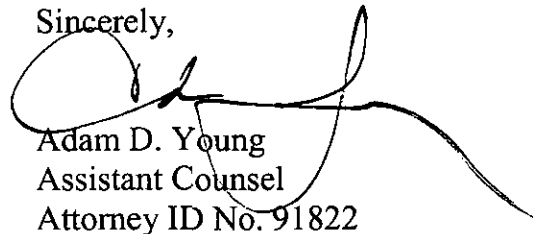
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
PO Box 3265
Harrisburg PA 17105-3265

Re: Pennsylvania Public Utility Commission, Bureau of Transportation and
Safety v. Bucks Cab Co., LLC
Docket No. C-2010-2194065

Dear Ms. Chiavetta:

Enclosed for filing are an original and three (3) copies of a Settlement Agreement between the parties in the above-referenced matter on behalf of the Bureau of Transportation and Safety of the Pennsylvania Public Utility Commission. Copies have been served on the parties of record in accordance with the Certificate of Service.

Sincerely,



Adam D. Young
Assistant Counsel
Attorney ID No. 91822

ADY/lmm

Enclosure

RECEIVED
2011 MAR -7 PM 2:37
PA PUC
SECRETARY'S BUREAU

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**PENNSYLVANIA PUBLIC UTILITY
COMMISSION, BUREAU OF
TRANSPORTATION AND SAFETY**

v.

BUCKS CAB CO., LLC

:
:
:
:
:
:
:

**Docket No.
C-2010-2194065**

PA PUC
SECRETARY'S BUREAU

2011 MAR -7 PM 2:37

RECEIVED

SETTLEMENT AGREEMENT

THIS AGREEMENT is by the Pennsylvania Public Utility Commission's ("Commission") Bureau of Transportation and Safety Prosecutory Staff ("BTS"), through its counsel Adam D. Young, and Bucks Cab Co., LLC., Respondent ("Respondent"), in the above-captioned proceeding. In pursuance of this Agreement, the BTS and Respondent stipulate as follows:

I. Background and Summary of Proceedings

1. The parties to this Settlement Agreement are the Pennsylvania Public Utility Commission's Law Bureau Prosecutory Staff (Prosecutory Staff), P.O. Box 3265, Harrisburg, PA 17105-3265, and Respondent, Bucks Cab Co., LLC, which maintains its principle place of business at 1317 Almshouse Road, Ivy Land, PA 18974.

2. On the date of the violation alleged in this complaint, Respondent held a certificate of public convenience issued by this Commission. Respondent was issued a certificate of public convenience on August 31, 2009 at Application Docket No.

A-00124006.

3. Pursuant to its enforcement responsibilities, BTS initiated the above-captioned complaint against Respondent on October 21, 2010 seeking a \$250 civil penalty for failure to file a current list of all vehicles utilized under its limousine authority, between December 1 and December 31 of 2009, pursuant to 52 Pa. Code § 29.333(d).

4. Respondent filed an Answer to the Complaint on November 1, 2010 stating that it had provided its vehicle list at the time it received authority on August 31, 2009, but was unaware of the requirement to file the same list three months later.

5. BTS alleges that Respondent, in performing the act described above, violated 52 Pa. Code § 29.333(d) by failing to file with the Commission a current list of vehicles being utilized for limousine service.

8. The Bureau requested that the Commission fine Respondent a total of \$250.00 as a result of this violation.

II. Settlement Terms

9. Prosecutory Staff and Respondent, intending to be legally bound and for consideration given, desire to conclude this litigation and agree to stipulate as to the following terms:

A. In recognition of the cost of further litigation, the time and expense of holding a hearing, the merits of the parties' respective positions, the

parties have entered into negotiations and have agreed to settle the complaint according to the terms and conditions set forth herein.

- B. Respondent agrees to pay a civil penalty in the amount of \$100.00.
- C. Respondent agrees that he will comply with the Public Utility Code and the Commission's regulations and orders in the future and take appropriate steps to alleviate future misconduct and/or noncompliance with the Public Utility Code and the Commission's regulations and orders.

33. In consideration of Respondent's payment of a civil penalty as specified herein, Prosecutory Staff agrees to forbear from prosecuting any formal complaint relating to Respondent's conduct as described in this Settlement Agreement. Nothing contained in this Agreement shall affect the Commission's authority to receive and resolve any formal or informal complaints filed by any affected party with respect to the incident, except that no further civil penalties may be imposed by the Commission for any actions identified herein.

V. Statement in Support of Settlement in Compliance with 52 Pa. Code § 69.1201 and *Rosi v. Bell Atlantic Pennsylvania, Inc.*, 2000 Pa. PUC Lexis 5, C-00992409 (Order entered Feb. 10, 2000)

34. The parties acknowledge that approval of this Settlement Agreement meets the standards set forth in the Commission's policy statement at 52 Pa. Code § 69.1201 and its decision in *Rosi v. Bell Atlantic Pennsylvania, Inc.*, 2000 Pa. PUC Lexis 5,

C-00992409 (Order entered Feb. 10, 2000)

35. Under the Policy Statement, the Commission will consider specific factors when evaluating settlements of alleged violations of the Public Utility Code and the Commission's Regulations. These factors are: (i) Whether the conduct at issue was of a serious nature; (ii) Whether the resulting consequences of the conduct at issue were of a serious nature; (iii) Whether the regulated entity made efforts to modify internal policies and procedures to address the conduct at issue and prevent similar conduct in the future; (iv) The number of customers affected and the duration of the violation; (v) The compliance history of the regulated entity that committed the violation; (vi) Whether the regulated entity cooperated with the Commission's investigation; (vii) The amount of the civil penalty or fine necessary to deter future violations; (viii) Past Commission decisions in similar situations; and (ix) other relevant factors. 52 Pa. Code § 69.1201(c).

36. The Commission will not apply the standards as strictly in settled cases as in litigated cases. 52 Pa. Code § 69.1201(b). While many of the same factors and standards may still be considered, in settled cases the parties "will be afforded flexibility in reaching amicable resolutions to complaints and other matters so long as the settlement is in the public interest." 52 Pa. Code § 69.1201(b).

37. The first factor considered in this case was whether Respondent's alleged acts and/or omissions amounted to willful fraud or misrepresentation, or were merely administrative or technical errors. The alleged conduct in this case involves a failure to provide a current vehicle list between December 1 and 31, 2009. Respondent had

provided the vehicle list three months earlier at the time of receiving its authority, but neglected to do so again between the required dates. Respondent made efforts to comply immediately after receiving the complaint filed by BTS. Absent a manifest intent to ignore a Commission directive, this act does not rise to the level of serious misconduct.

38. The second factor considered in this case was whether the resulting consequences of Respondent's alleged omissions were of a serious nature. In this case, the result of Respondent's alleged conduct was not of a serious nature.

39. The third factor to be considered in this case, namely, whether Respondent's alleged conduct was intentional or negligent, does not apply to the present case because this proceeding is a settled matter. Insofar as this factor is considered, it does not appear that Respondent's actions were intentional.

40. The fourth standard in the Commission's Policy Statement is whether the entity made efforts to modify internal policies and procedures to address the alleged conduct at issue and to prevent similar conduct in the future. Respondent is aware of its future obligation to file a vehicle list between the required dates.

41. The fifth standard in the Policy Statement deals with the number of customers affected and the duration of the violation. This incident involved an administrative oversight, which affected no customers. It was remedied immediately.

42. The Policy Statement's sixth standard is a consideration of the compliance history of the entity. Respondent has a clean compliance history.

43. The seventh standard in the Policy Statement is whether the regulated entity cooperated with the Commission. Respondent has cooperated throughout all phases of this proceeding.

44. The amount of the civil penalty or fine necessary to deter future violations is the eighth standard in the Policy Statement. The parties submit that a civil penalty in the amount of One Hundred Dollars (\$100) is sufficient to deter Respondent from committing any violations in the future.

45. The ninth standard examines past Commission decisions in similar situations. When all relevant factors are taken into account, this settlement is not inconsistent with past Commission decisions, nor is it inconsistent with decisions in litigated matters from the office of administrative law judge. Moreover, since this is a settled matter, it should be considered on its own merits.

46. The parties submit that an additional relevant factor – whether the case was settled or litigated – is of pivotal importance to this Settlement Agreement. A settlement avoids the necessity for the prosecuting agency to prove elements of each allegation. In return, the opposing party in a settlement agrees to a lesser fine or penalty. Both parties negotiate from their initial litigation positions. The fines and penalties in a litigated proceeding have always been different from those that result from a settlement.

47. Both parties' efforts have resulted in a fair and equitable settlement that is in the public interest. The Commission has consistently encouraged settlements to avoid the cost, expense and time of litigation. The parties submit that the Settlement

Agreement is in the public interest because it effectively addresses the issues set forth in the Complaint and avoids the time and expense of litigation, which entails hearings, filings of briefs, exceptions, reply exceptions, and possible appeals. Respondent has agreed to pay a fair and equitable penalty for its conduct in this case, and will make all efforts to comply with the Commission's regulations in the future.

48. Therefore, LBPS believes this Settlement Agreement meets the standards set forth in the Commission's policy statement at 52 Pa. Code § 69.1201 and its decision in *Rosi v. Bell Atlantic Pennsylvania, Inc.*, 2000 Pa. PUC Lexis 5, C-00992409 (Order entered Feb. 10, 2000).

49. This document represents the Settlement Agreement in its entirety. No changes to obligations set forth herein may be made unless they are in writing and are expressly accepted by the parties involved. This Agreement shall be construed and interpreted under Pennsylvania law.

50. None of the provisions of the Settlement Agreement or statements herein shall be considered an admission of any fact or culpability. Prosecutory Staff acknowledges that this Agreement is entered into with the express purpose of settling the asserted claims regarding the specific alleged violations of the Public Utility code and the regulations promulgated thereunder against, or prejudice to, any position which any party may adopt during any subsequent proceeding of whatever nature.

51. The parties agree that the underlying allegations were not the subject of any hearing or formal procedure and that there has been no order or findings of fact rendered in this matter.

52. This Settlement Agreement is conditioned upon the Commission's approval without modification. The parties agree that Prosecutory Staff may prepare and submit a tentative order for the Commission's consideration pursuant to 52 Pa. Code § 3.113.

53. The parties agree to waive the exception period, thereby allowing this Settlement Agreement to be presented directly to the Commission for review, pursuant to 52 Pa. Code § 5.232(e). The parties reserve the right to withdraw from this Settlement Agreement if it is modified in any manner, or if any adverse response is filed.

WHEREFORE, the Bureau of Transportation and Safety Prosecutory Staff and Bucks Cab Company, LLC. respectfully request that the Pennsylvania Public Utility Commission adopt a tentative order approving the terms of the Settlement Agreement.

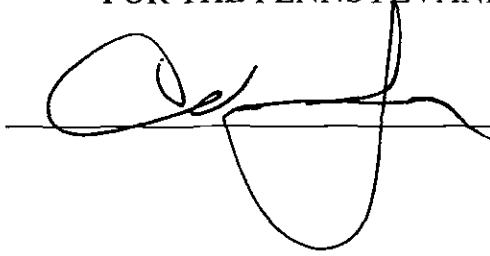
IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 7th day of March 2011.

RECEIVED

MAR - 7 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

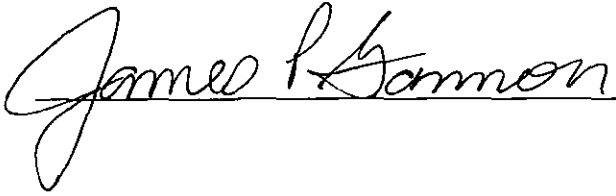
FOR THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:



Assistant Counsel
Title

3/7/11
Date

FOR BUCKS CAB COMPANY, LLC.



owner
Title

3/1/11
Date

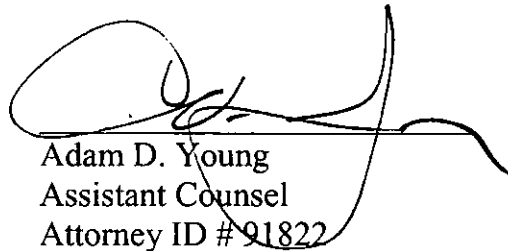
RECEIVED
2011 MAR -7 PM 2:38
PA PUC
SECRETARY'S BUREAU

CERTIFICATE OF SERVICE

I hereby certify that I am this day servicing the foregoing document, Settlement Agreement, upon the persons listed and in the manner indicated below:

Notification by first-class mail addressed as follows:

Bucks Cab Co, LLC
t/a Bucks Limousine
1317 Almshouse Road
Ivy Land, PA 18974



Adam D. Young
Assistant Counsel
Attorney ID # 91822
(Counsel for the Pennsylvania Public
Utility Commission)

P.O. Box 3265
Harrisburg, PA 17105-3265
(717) 787-5000

Dated: March 7, 2011

RECEIVED
2011 MAR -7 PM 2:38
PA PUC
SECRETARY'S BUREAU