



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546

Phone:  
(860) 594-2875

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DOCKET NUMBERS 1206-C-89-L & 1210-C-146-L

RE: IN THE MATTER OF THE CITATIONS OF A PREMIER LIMOUSINE SERVICE,  
INC. D.B.A. PREMIER LIMOUSINE

FINAL DECISION

February 15, 2013

## I. INTRODUCTION

### A. General

By two citations dated December 18, 2013, by the Department of Transportation (hereinafter "department"), pursuant to Connecticut General Statutes Section 13b-103, as amended, A Premier Limousine Service, Inc. d.b.a. Premier Limousine (hereinafter "respondent or Premier"), holder of Permit Number 2836, was ordered to come before the department to answer the allegations made therein.

Pursuant to said citation, the respondent was directed to appear at the Newington office of the Department of Transportation to show cause why permit Number 2836, issued for the operation of livery service, should not be suspended or revoked or a civil penalty imposed for violation of its certificate pursuant to Connecticut General Statutes Section 13b-103, et seq.

More specifically, it is alleged that the respondent violated Connecticut General Statute Sections:

1. 16-325-3 Failure to notify or request a change of address
2. 16-325-4 Change location of headquarters to Stamford without approval
3. 16-325-7 Failure to follow tariff charges
4. 16-325-8 Operating more vehicles than authorized
5. 16-325-9 Operating vehicles in livery service that have not been approved
6. 16-326-5 Failure to supply records as requested
7. 13b-103 Operating intrastate without a permit, headquarters location
8. 13b-109 Failure to show Connecticut permit number in advertisements

The citations were served upon the respondent by first class and certified mail and recited the department's reasons for issuing them.

### B. Hearing Held

Pursuant to Section 13b-103 of the Connecticut General Statutes, as amended, the public hearing for this citation was held on December 13, 2012.

Notice of the citation and the hearing to be held thereon was given to the respondent and to such other parties as required by Connecticut General Statutes Section 13b-103, as amended.

The hearing on this matter was conducted by a hearing officer designated by the Commissioner of Transportation, pursuant to Section 13b-17 of the Connecticut General Statutes.

### C. Appearances

Stephen DiMarco appeared on behalf of the respondent. The respondent was represented by Brendan Fox, Esq. from the Law Offices of Jay Malcynsky at One Liberty Square, New Britain, Connecticut 06516.

Dennis King, Manager of Regulatory & Compliance Unit, testified in this matter.

Eugene Morris, Transportation Public Transit Inspector with the Regulatory and Compliance Unit, presented evidence on behalf of the department.

## II. STIPULATED AGREEMENT

Before the end of the evidence in this matter, the State and the respondent agreed to a stipulated judgment concerning the two open citation actions against A Premier Limousine Service, Inc. d.b.a. Premier Limousine. The agreed upon terms are enumerated in the settlement agreement that is attached to the final decision. A summary of the settlement agreement is as follows:

1. Premier agrees to dissolve Premier Limo MA, LLC, a Massachusetts limited liability company, and shall register in the State of Connecticut those livery vehicles formerly owned by Premier Limo MA, LLC which Premier wishes to operate in this State. (This dissolution has already occurred).
2. Premier and DOT agree that, if requested by the DOT, at not less than six (6) month intervals and with the provision of reasonable notice by DOT, Premier shall make available to the DOT at premier's headquarters location those records of its operations that are subject to the regulatory review by the DOT.
3. Premier and DOT agree that those certain vehicles which were used by Premier for promotional purposes in Connecticut will no longer be utilized by Premier in the State of Connecticut.
4. Premier shall continue to maintain compliance with all statutes, regulations and rules promulgated by the DOT governing the permit, including, but not limited to, the proper display of its Connecticut permit number on all forms of advertisement.
5. DOT acknowledges that Premier is in good standing with the department. Premier is allowed to apply to the DOT for additional livery permits for its intrastate livery service, subject to the ordinary review and approval process. The 2012 application presently pending shall be approved for the two additional permits.
6. Premier shall make payments to total fifty thousand dollars (\$50,000) to DOT no later than ninety days from the date of this final decision. Premier made a payment of \$15,000 at the hearing on February 7, 2013, leaving a balance to be paid of \$35,000. The remaining \$35,000 shall be paid in full or in installments until the outstanding balance is paid in full, provided payment in full is received no later than ninety (90) days from the date of this final decision. All such payments shall be made by Premier to the DOT on corporate check.
7. The parties attest and acknowledge that their agreement represents a full and complete resolution of the matters involving the proceedings against Premier and all related issues, if any, and does not constitute, in any manner whatsoever, and admission of liability, or wrongdoing or that the allegations against Premier have or had merit or justification, or the occurrence of any violation of any common law, constitutional or statutory rights on the part of Premier or any of its officials, employees or agents. Neither party concedes the merits of the other parties' claims, allegations or defenses.
8. This agreement shall not be admissible as evidence or alluded to in any judicial proceeding, administrative proceedings or arbitration, except for enforcement of its terms or as otherwise compelled by lawful process.

### III. ORDER

Based on the above, the respondent is hereby ordered to pay to the Department of Transportation, a civil penalty in the amount of FIFTY THOUSAND (\$50,000) within ninety days from the date of this final decision.

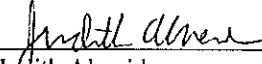
As the respondent has already paid \$15,000, there is a balance due of THIRTY FIVE THOUSAND (\$35,000), by certified check, bank check or money order made payable to the "Treasurer, State of Connecticut," within NINETY (90) days from the date of this final decision. The \$35,000 balance may be paid in full at one time or in installments as long as the remaining balance is paid within ninety days of the date of the final decision.

Failure of the respondent to comply with this order shall result in revocation without further proceeding.

This final decision constitutes notice in accordance with Connecticut General Statutes Section 4-182(c).

Dated at Newington, Connecticut on this the 15th day of February.

CONNECTICUT DEPARTMENT OF TRANSPORTATION

  
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Judith Almeida  
Staff Attorney III  
Administrative Law Unit  
Bureau of Finance and Administration

DEPARTMENT'S

DATE

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STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION

In re: A Premier Limousine Service, Inc. (d/b/a Premier Limousine)

Notice of Citation Hearings

Docket No.: 1210-C-146-L(Case No. LV09-0912-47)  
Docket No.: 1206-C-89-L (Case No. LV10-1612-56)

**SETTLEMENT AGREEMENT**

This Settlement Agreement (the "Agreement") is made as of this 7<sup>th</sup> day of February, by and between A PREMIER LIMOUSINE SERVICE, INC. (d/b/a PREMIER LIMOUSINE) (hereinafter referred to as "Premier") with a principal place of business at 76 Fuller Way, Berlin, Connecticut, acting by Steve DiMarco, its Chief Executive Officer, and the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION ("DOT"), with a principal place of business at 2800 Berlin Turnpike, Newington, Connecticut, acting by Dennis King, its Manager of Regulatory Compliance, duly authorized.

RECITALS

- I. Pursuant to a Notice of Citation Hearing dated November 13, 2012, the DOT alleged that Premier, the holder of Permit No. 2836 (the "Permit"), had violated the terms of the Permit by failing to comply with all pertinent motor vehicle laws and other statutes and/or rules and regulations of the DOT, specifically Connecticut State Regulation 16-25-5, by allegedly failing to supply certain records as requested by the DOT on or about October 1, 2012. Pursuant to such Notice of Citation Hearing, a hearing date of December 13, 2012 was established.
- II. Pursuant to a Notice of Citation Hearing dated November 27, 2012, the DOT further alleged that Premier had violated the terms of the Permit by alleging a failure to adhere to the following statutes and/or regulations: Connecticut State Regulations 16-325-3, 16-325-4, 16-325-7, 16-325-8, 16-325-9 and Connecticut State Statutes 13b-103 and 13b-109. Pursuant to such Notice of Citation Hearing, a hearing date of December 13, 2012 was established.
- III. On December 13, 2012, the parties appeared before the Presiding Hearing Officer and opened the hearings. At these hearings, DOT reiterated the allegations contained in each of the respective Notices and Premier indicated that it contested all allegations made by DOT pursuant to the Notices. In order to adequately prepare for the hearings, Premier requested that both hearings be continued to a later date. By Notices dated December 18, 2012, both hearings were continued until February 14, 2013.
- IV. Subsequent to the hearings on December 14, 2012, DOT and Premier entered into settlement negotiations. The parties have concluded these settlement discussions and have reached a mutually

DEPARTMENT'S EXH. # 16

DATE 2/7/13

FULL I.D.

acceptable agreement for the complete and comprehensive disposition of these matters and all related issues, if any, without the need to proceed to the continued hearings, have memorialized their agreement and agree to the following terms and conditions in full and final resolution of all outstanding issues:

1. Effective upon execution of this Agreement, the DOT shall withdraw all citation hearings and associated alleged claims against Premier that are currently scheduled for February 14, 2013.
2. Premier agrees to dissolve Premier Limo MA, LLC, a Massachusetts limited liability company, and shall register in the State of Connecticut those livery vehicles formerly owned by Premier Limo MA, LLC which Premier wishes to operate in this State. Such dissolution by Premier shall be accomplished either: i) three (3) months after this Agreement becomes effective; or ii) on or about the date that the DOT has completed all required inspections of those vehicles Premier seeks to register in the State of Connecticut, whichever date is later.
3. Premier and the DOT agree that, if requested by the DOT, at not less than six (6) month intervals and with the provision of reasonable notice by DOT, Premier shall make available to the DOT at Premier's headquarters' location those records of its operations that are subject to the regulatory review by the DOT.
4. Premier and the DOT agree that those certain vehicles which were used by Premier for promotional purposes here in the State of Connecticut will no longer be utilized by Premier in the State of Connecticut.
5. Premier shall continue to maintain compliance with all statutes, regulations and rules promulgated by the DOT governing the Permit, including, but not limited to, the proper display of its Connecticut permit number on all forms of advertisement.
6. The DOT acknowledges that Premier is and shall continue to be in good standing with the DOT. Premier shall also be allowed to apply to the DOT for additional livery permits for its intrastate livery service, subject to the ordinary review and approval process employed by the DOT. The 2012 application presently pending shall be approved for two additional permits.
7. Premier shall make payments in the aggregate amount of fifty thousand dollars (\$50,000) to DOT no later than ninety (90) days from the effective date of this Agreement. Such payments shall be made by Premier as follows: fifteen thousand dollars (\$15,000) shall be paid within ten (10) days of this Agreement becoming effective and the \$35,000.00 balance shall be paid in installments until such outstanding balance is paid in full, provided that payment in full is received by the DOT no later than ninety (90) days after the effective date of this Agreement. Such payments shall be paid by Premier to the DOT by corporate check.

8. The parties attest and acknowledge that this Agreement represents a full and complete resolution of the matters involving the proceedings against Premier and all related issues, if any, and does not constitute, in any manner whatsoever, any admission of liability, or of any wrongdoing or that the allegations against Premier have or had merit or justification, or the occurrence of any violation of any common law, constitutional or statutory rights on the part of Premier or any of its officials, employees or agents. The parties understand and agree that they are entering into this Agreement solely as a compromise recognizing the uncertainty, time and costs associated with prolonged hearings and on the understanding that neither party concedes the merits of the other party's claims, allegations or defenses.
9. By entering into this Agreement, Premier, its present and former officers, agents, and employees are not admitting to any violation of state or federal law or the deprivation of any right by any actions or omissions on the part of Premier or any of its directors, officers, employees and agents. Neither the negotiations undertaken or the signing of this Agreement constitutes or operates as an acknowledgment or admission that either Premier or any person acting on behalf of Premier have violated or failed to comply with any provision.
10. Both parties represent that each fully understands and accepts the terms of this Agreement. Both parties represent and certify that each possess the full authority to enter into this Agreement, to bind each respective party and to resolve all issues described herein.
11. This Agreement shall not be admissible as evidence or alluded to in any judicial proceeding, administrative proceeding or arbitration, except for enforcement of its terms or as otherwise compelled by lawful process.
12. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, estates, legal representatives, successors and assigns of the parties to this Agreement.
13. This Agreement supersedes any and all prior agreements or understandings, oral or written, between the parties and no other promises or agreements shall be binding unless signed by all the parties. No promise, inducement, or agreement not expressed herein has been made by any party to influence the execution of this Agreement. If any provision of this Agreement is determined by a court to be unenforceable, it is the intention of the parties that the remainder of the Agreement remain in full force and effect.
14. This Agreement shall become effective upon the execution by both parties as signified by their signatures below.

[Signature Page Follows]

The parties are signing this Agreement on the date below their respective signatures.

DEPARTMENT OF TRANSPORTATION

A handwritten signature in black ink, appearing to read 'Dennis King', is written over a horizontal line.

By Dennis King  
Its Manager of Regulatory Compliance  
Duly Authorized

Date: February 7, 2013

A PREMIER LIMOUSINE SERVICE, INC. (d/b/a PREMIER LIMOUSINE)

A handwritten signature in black ink, appearing to read 'Steve DiMarco', is written over a horizontal line.

By Steve DiMarco  
Its Chief Executive Officer  
Duly Authorized

Date: February 7, 2013