# Agenda Item# 6

STEVE SISOLAK
*Governor*

TERRY REYNOLDS
*Director B&I*

DAWN GIBBONS
*Chairman*
GEORGE ASSAD
*Commissioner*
DAVID NEWTON
*Commissioner*

STATE OF NEVADA

DEPARTMENT OF BUSINESS AND INDUSTRY

# NEVADA TRANSPORTATION AUTHORITY

***This Meeting Notice and Agenda posted for public inspection in the following locations:***

Clark County Court House, 200 Lewis Avenue, Las Vegas, NV 89101
Washoe County Court House, 75 Court Street Reno, NV 89501
Nevada State Library & Archives, 100 North Stewart Street Carson City, NV 89701
Grant Sawyer Building, 555 East Washington Avenue Las Vegas, NV 89101
Department of Business & Industry, 3300 West Sahara Avenue, Suite 425, Las Vegas, NV 89102
Department of Business & Industry, 1830 College Parkway Suite 100 Carson City, NV 89703
Legislative Counsel Bureau of Nevada, 401 South Carson Street Carson City NV 89701
Nevada Transportation Authority, 3300 West Sahara Avenue, Suite 200, Las Vegas, NV 89102
Nevada Transportation Authority, 1755 East Plumb Lane, Suite 229, Reno, NV 89502
Nevada Transportation Authority website: http://www.nta.nv.gov

## MEETING NOTICE AND AGENDA

This is a notice of a duly authorized general session of the Nevada Transportation Authority scheduled for **Thursday, March 4, 2021 at 9:30 am (Items 1 through 70).** Due to the expected lengthy duration of the general session, coupled with the limited capacity of the Authority's facilities, the Authority will hear **Items 71 through 89 commencing at 1:15 pm**, preceded and followed by additional public comment periods.

Pursuant to Governor Sisolak's Declaration of Emergency Directive 006, the Reno and Las Vegas offices of the NTA will not be open to the public during this meeting. The public can attend the meeting via WebEx or via telephone. Public comment will be accepted by either mode of attendance as indicated on the agenda below. Supporting materials for the meeting are available on the NTA's website by clicking on the "Attachments" link for the scheduled meeting, http://nta.nv.gov/About/Meetings/2021/2021_Mtg/ or by contacting **Gary Mathews, Nevada Transportation Authority, 3300 West Sahara Ave., Suite #200, Las Vegas, Nevada 89102, (702) 486-8722, gary.mathews@nta.nv.gov**

**WEBEX LINK: https://businessnv2.webex.com**

**DIAL IN NUMBER: 1-844-621-3956**

**THURSDAY, MARCH 4, 2021 MEETING ACCESS CODE: 187 173 5637**

**THURSDAY, MARCH 4, 2021 MEETING PASSWORD: PFmVfhXM527**

**PUBLIC NOTICE:** Pursuant to Section 1 of the Declaration of Emergency Directive 006 ("Directive 006"), the requirement contained in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate has been suspended. Moreover, pursuant to Section 3 of Directive 006, the requirements contained in NRS 241.020(4)(a) that public notice agendas be posted at physical locations within the State of Nevada has likewise been suspended. See,

http://gov.nv.gov/uploadedFiles/govnewnvgov/Content/News/Emergency Orders/2020/DeclarationofEmergencyDirective006reOML3-21-20 .pdf

The above Declaration of Emergency Directive 006 was extended to July 31, 2020 per Declaration of Emergency Directive 026 Section 3. See, http://gov.nv.gov/News/Emergency_Orders/2020/2020-06-29_-_COVID-19_Declaration_of_Emergency_Directive_026/

The above Declaration of Emergency Directive 026 shall remain in effect for the duration of the current state of emergency, unless terminated prior to that date by a subsequent directive or by operation of law per Declaration of Emergency Directive 029 Section 4. See, http://gov.nv.gov/News/Emergency_Orders/2020/2020-07-31_-_COVID-19_Declaration_of_Emergency_Directive_029/

Members of the public may attend the meeting via WebEx or telephone. During the agenda participants will listen for their designated item number to be called and follow the instructions given at the meeting to comment.

## AGENDA

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **WebEx Instructions**
5. **Public Comment –** Members of the public are invited to comment on items on the meeting agenda or on items not contained therein. No action may be taken on a matter raised during public comment until the matter itself has been specifically included on an agenda as an item for possible action.
6. **Approval of Agenda** – ***FOR POSSIBLE ACTION***
7. **Approval of the Minutes of the January 28, 2021 Agenda Meeting –** ***FOR POSSIBLE ACTION***
8. **Approval of the Minutes of the January 28, 2021 Regulation Adoption Meeting Docket No. 20-11012–** ***FOR POSSIBLE ACTION***
9. **Briefings from the Commissioners**
10. **Briefing from the Deputy Commissioner**
11. **Report of Legal Counsel**

## ADMINISTRATIVE CITATIONS AND IMPOUNDMENTS

Please note that items 12 through 26 below may be voted on in a block unless a party to the matter requests an item number be pulled for consideration.

12. **Citation 22264** issued to Bell Trans for violation of NRS 706.462 (5 counts) (DG) – ***FOR POSSIBLE ACTION***

13. **Citation 22271** issued to Roger Fischer for a violation of NRS 706.462. (DG) – ***FOR POSSIBLE ACTION***

14. **Citation 22272** issued to John Collopy for a violation of NRS 706.462. (DG) – ***FOR POSSIBLE ACTION***

15. **Citation 22274** issued to Roy L. Street for a violation of NAC 706.2473 ref. 49 CFR 396.17 (2 counts). (DG) – ***FOR POSSIBLE ACTION***

16. **Citation 22275** issued to My Ride to Work, LLC for a violation of NAC 706.2473 ref. 49 CFR 396.17. (DG) – ***FOR POSSIBLE ACTION***

17. **Citation 22410** issued to Shannon Williams for a violation of NRS 706.462. (DG) – ***FOR POSSIBLE ACTION***

18. **Citations 21998, 21999 and Impound I-3866** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citations 21998 and 21999 issued to Tewodros B. Amberber for violations of NRS 706.386 and NRS 706A.280. (GA) **– *FOR POSSIBLE ACTION***

19. **Citation 22061 and Impound I-3872** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 22061 issued to Derrick Hargrett/Out the Mud Towing for violation of NRS 706.386 and NRS 706.758. (GA) **– *FOR POSSIBLE ACTION***

20. **Citation 22411** issued to Annie Bananies Wild West Tours, LLC for a violation of NRS 706.462. (GA) **– *FOR POSSIBLE ACTION***

21. **Citations 22426, 22427 and Impound I-3867** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citations 22426 and 22427 issued to Getachew Hailegiorgis for violations of NRS 706.386 and NRS 706A.280. (GA) **– *FOR POSSIBLE ACTION***

22. **Citation 23051** issued to Yellow Cab for violation of NAC 706.360. (GA) **– *FOR POSSIBLE ACTION***

23. **Citation 21452** issued to Blake Peterson for a violation of NRS 706.462. (DN) **– *FOR POSSIBLE ACTION***

24. **Citation 22197 and 22198** issued to United Moving Solutions, Inc. d/b/a United Moving Solutions for violations of NAC 706.2473 ref. 49 CFR 382.305, NAC 706.2473 ref. 49 CFR 382.301 (4 counts), NAC 706.2473 ref. 49 CFR 391.23 (4 counts) and NAC 706.311. (DN) **– *FOR POSSIBLE ACTION***

25. **Citation 22231** issued to Strip Limo, LLC for a violation of NRS 706.398 1(a). (DN) **– *FOR POSSIBLE ACTION***

**26. Citation 22298** issued to Prestige Transportation, LLC d/b/a Prestige Transportation for violation of NAC 706.360. (DN) **– *FOR POSSIBLE ACTION***

## APPLICATIONS FOR CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY TO PROVIDE TOW CAR SERVICE

**27. Docket 20-08013** The Application of Up in the Attic, LLC d/b/a #1 Wolfpack Towing and Recovery for a certificate of public convenience and necessity to provide consent and non-consent tow car service by tow car vehicle within the State of Nevada. Staff investigation concluded. (GA) ***FOR POSSIBLE ACTION***

**28. Docket 20-08022** The Application of Nevada's Finest Towing, LLC for a certificate of public convenience and necessity to provide consent-only tow car service by tow car vehicle within the State of Nevada. Staff investigation concluded. (GA) – ***FOR POSSIBLE ACTION***

**29. Docket 20-09018** The Application of Alonzo Towing, LLC for a certificate of public convenience and necessity to provide consent-only tow car service by tow car vehicle within the State of Nevada. Staff investigation concluded. (GA) – ***FOR POSSIBLE ACTION***

**30. Docket 20-09019** The Application of STJ Towing, LLC for a certificate of public convenience and necessity to provide consent-only tow car service by tow car vehicle within the State of Nevada. Staff investigation concluded. (DG) – ***FOR POSSIBLE ACTION***

**31. Docket 20-10013** The Application of Reinier Towing, LLC for a certificate of public convenience and necessity to provide consent-only tow car service by tow car vehicle within the State of Nevada. Staff investigation concluded. (GA) – ***FOR POSSIBLE ACTION***

**32. Docket 20-11007** The Application of D&VC Towing, LLC for a certificate of public convenience and necessity to provide consent-only tow car service by tow car vehicle within the State of Nevada. Staff investigation concluded. (GA) – ***FOR POSSIBLE ACTION***

**33. Docket 20-11024** The Amended Request of Victory Towing, LLC for approval to use the electronic dispatch software system for tow car services provided by Victory Towing, LLC. Staff investigation concluded. ***FOR POSSIBLE ACTION***

**34. Docket 20-11026** The Application of 7 Rays Transport & Towing, LLC for a certificate of public convenience and necessity to provide consent-only tow car service by tow car vehicle within the State of Nevada. Staff investigation concluded. (GA) – ***FOR POSSIBLE ACTION***

## APPLICATIONS FOR CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY TO PROVIDE CHARTER BUS SERVICE

**35. Docket 19-09025** The Application of Desert Run, LLC for a certificate of public convenience and necessity to provide charter bus service within the State of Nevada. Staff investigation concluded. (DG) – ***FOR POSSIBLE ACTION***

36. **Docket 20-01040** The Joint Application of Gerald R. Holst and Monika Donatoni for authority to sell and transfer and Futsum Beyene and Yirgalem Tewelde to purchase and acquire 100% of the stock of Starlight Limousine, Inc., d/b/a Luxurious Transportation Services, a carrier authorized to provide charter bus service within the State of Nevada granted under CPCN 2158, Sub 6. Staff investigation concluded. (GA) – ***FOR POSSIBLE ACTION***

37. **Docket 20-09005** The Application of Night Time Entertainment, LLC d/b/a NTE for a certificate of public convenience and necessity to provide charter bus service within the State of Nevada. Staff investigation concluded. (DG) – ***FOR POSSIBLE ACTION***

38. **Docket 21-01027** The Joint Applications of 24/7 Entertainment, LLC d/b/a 24/7 Entertainment Limousines and 24/7 Limousines, LTD d/b/a 24/7 Limousines for final approval of interim authority for Temporary Transfers of Operating Rights Under CPCN 2073, Sub 1. Staff investigation concluded. (DG) – ***FOR POSSIBLE ACTION***

## DISCUSSION ITEM

39. **Docket 21-02008 Staff's Request to Extend Temporary Discontinuance Under NAC 706.356 Subsection 4** to a period of one year from date of filing for new and extended temporary discontinuances based on COVID-19 Pandemic issues. – ***FOR POSSIBLE ACTION***

## REQUEST FOR TEMPORARY DISCONTINUANCE

40. **Docket 21-01007** The temporary discontinuance from January 1, 2021, through June 30, 2021 of charter limousine service provided by Desert Cab, Inc. d/b/a Odyssey Limousine under CPCN 1075, Sub 2. This requires retroactive approval. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

41. **Docket 21-01021** The temporary discontinuance from January 22, 2021, through July 20, 2021 of tow car service provided by Scott Towing and Transport, LLC under CPCN 7436. This requires retroactive approval. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

42. **Docket 21-02003** The temporary discontinuance from February 1, 2021, through August 1, 2021 of tow car service provided by Taylor Towing, LLC under CPCN 7403. This requires retroactive approval. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

## REQUEST TO EXTEND TEMPORARY DISCONTINUANCE

Please note that items 43 through 57 below may be voted on in a block unless a party to the matter requests an item number be pulled for consideration.

43. **Docket 19-08004** The request to extend temporary discontinuance from January 25, 2021 through July 25, 2021, of tow car services provided by Towing Near Me, LLC d/b/a Towing Near Me, CPCN 7385, Sub1. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

44. **Docket 19-08033** The request to extend temporary discontinuance from February 5, 2021 through August 5, 2021, of charter bus services provided by Platinum LV Transportation, a Series of Platinum LV Transportation LLC, d/b/a Platinum LV Transportation, CPCN 2166, Sub 1. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

45. **Docket 20-02006** The request to extend temporary discontinuance from February 3, 2021 through August 3, 2021, of tow car services provided by Arrowhead Services, LLC, CPCN 7352. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

46. **Docket 20-02010** The request to extend temporary discontinuance from January 14, 2021 through June 14, 2021, of tow car services provided by Power Wheels Towing, LLC d/b/a Power Wheels Towing, CPCN 7396. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

47. **Docket 20-03017** The request to extend temporary discontinuance from March 16, 2021 through September 16, 2021, of transportation services provided by CT &T Transportation, LLC d/b/a CT &T Transportation, CPCN 1058, Sub2. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

48. **Docket 20-03023** The request to extend temporary discontinuance from February 9, 2021 through August 9, 2021, of charter bus services provided by In-Cahoots Events, LLC d/b/a Lil Pink Party Bus, CPCN 2161. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

49. **Docket 20-03028** The request to extend temporary discontinuance from March 11, 2021 through September 11, 2021, of charter bus services provided by Nahoom, LLC d/b/a Anytime Party Bus, CPCN 2194. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

50. **Docket 20-04010** The request to extend temporary discontinuance from February 5, 2021 through August 5, 2021, of charter limousine services provided by Mammoth Limousine, a Series of Platinum LV Transportation, LLC d/b/a Mammoth Limousine, d/b/a Metro Cars, CPCN 1105, Sub 3. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

51. **Docket 20-04027** The request to extend temporary discontinuance from February 23, 2021 through August 23, 2021, of charter bus services provided by Uthopia, LLC CPCN 2151, Sub 2. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

52. **Docket 20-04033** The request to extend temporary discontinuance from October 17, 2020 through April 30, 2021, of charter bus services provided by Alpha Transportations, LLC, CPCN 2230, Sub 1. This requires retroactive approval. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

53. **Docket 20-07003** The request to extend temporary discontinuance from January 1, 2021 through June 30, 2021, of charter bus services provided by World Crawl Transportation, LLC CPCN 2204. This requires retroactive approval. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

54. **Docket 20-07007** The request to extend temporary discontinuance from February 10, 2021 through August 10, 2021, of special service transportation only provided by Integrity Taxi, LLC CPCN 1121. This requires retroactive approval. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

55. **Docket 20-07017** The request to extend temporary discontinuance from January 24, 2021 through July 24, 2021, of charter bus services provided by Double Decker Bus Company of Las Vegas, LLC d/b/a Double Decker Bus Co., CPCN 2120. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

56. **Docket 20-08020** The request to extend temporary discontinuance from February 20, 2021 through August 20, 2021, of charter bus services provided by Start Express Transportation, LLC, CPCN 2208. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

57. **Docket 20-10044** The request to extend temporary discontinuance from January 30, 2021 through July 30, 2021, of tow car services provided by C&J Development Enterprises d/b/a Custom Towing, CPCN 7061. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

## MOTION TO EXTEND COMPLIANCE PERIOD

58. **Docket 19-05001** The motion to extend the compliance period for 12 months to February 1, 2022 for the application of Adventures Charter, LLC. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

59. **Docket 19-05020** The motion to extend the compliance period to April 21, 2021 for the application of American Transport, LLC d/b/a Royal Towing. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

## VOLUNTARY CANCELLATIONS

60. **Docket 21-01005** The voluntary cancellation of Lemar Towing, LLC d/b/a Lem-Ar Towing CPCN 7441. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

## PETITION TO DEVIATE FROM REGULATION

61. **Docket 20-09020** The Petition to Deviate of Luxury Limousine of Las Vegas, LLC, CPCN 2248, Sub 1, to deviate from regulation NAC 706.379 and NAC 706.381. Staff investigation concluded. Tabled from prior general session – ***FOR POSSIBLE ACTION***

62. **Docket 20-11017** The Petition for Relief seeking to Amend Prior Deviation from regulation NAC 706.228 granted to Abraham Limousine Service, Inc. CPCNs 1104, 1090, and 2159, to include Western Limousine Service, LLC CPCN 1054, Sub 3. Staff investigation concluded. Tabled from prior general session (GA) – ***FOR POSSIBLE ACTION***

63. **Docket 21-01003** The Petition to Deviate of Kaptyn Nevada, LLC, d/b/a Presidential Limousine CPCNs 1007, Sub 7, and 2119, Sub 3, for final approval to deviate from regulation NAC 706.170. Staff investigation concluded. (DN) – ***FOR POSSIBLE ACTION***

64. **Docket 21-02007** The Motion from Lyft, Inc. regarding NAC 706A.320 – compensation for services of driver. - ***FOR POSSIBLE ACTION***

## FINANCIAL RATES AND TARIFFS

65. **Docket 21-01001** The Application of Astillita Productions, Inc. d/b/a Acme Moving Co. for final approval of a tariff rate modification for services conducted under CPCN 3362. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

66. **Docket 21-01010** The Applications of Pink Jeep Tours Nevada, Inc. for final approval of a tariff rate modification for services conducted under CPCN 1078, Sub 3. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

67. **Docket 21-01015** The Applications of Warren's Moving, LLC d/b/a Warren's Moving for final approval of a tariff rate modification for services conducted under CPCN 3246, Sub 1. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

68. **Docket 21-01019** The Applications of Reno Medical Transport, LLC d/b/a GMTCARE for final approval of a tariff rate modification for services conducted under CPCN 1143. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

69. **Docket 21-01020** The Applications of GMTCARE, LLC for final approval of a tariff rate modification for services conducted under CPCN 1115, Sub 2. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

70. **Public Comment –** Members of the public are invited to comment on items on the meeting agenda or on items not contained therein. No action may be taken on a matter raised during public comment until the matter itself has been specifically included on an agenda as an item for possible action.

## 1:15 PM AFTERNOON SESSION

71. **WebEx Instructions**

72. **Public Comment –** Members of the public are invited to comment on items on the meeting agenda or on items not contained therein. No action may be taken on a matter raised during public comment until the matter itself has been specifically included on an agenda as an item for possible action.

## PETITIONS FOR RECONSIDERATION

73. **Docket 20-12023-B** Petition for Reconsideration from Carson City Towing of Citation 21394. – ***FOR POSSIBLE ACTION***

74. **Docket 20-12029** Petition for Reconsideration from Vanessa Jacobsen of Citation 21398. – ***FOR POSSIBLE ACTION***

75. **Docket 21-01006** Petition for Reconsideration from U.S. Party Bus, LLC d/b/a U.S. Party Bus for reconsideration of revocation of CPCN 2218. – ***FOR POSSIBLE ACTION***

76. **Docket 21-01008** Petition for Reconsideration from Las Vegas Event Planners, LLC d/b/a A List Trans for reconsideration of revocation of CPCN 2186.1 – ***FOR POSSIBLE ACTION***

77. **Docket 21-01017** Petition for Reconsideration from Marcus Block for reconsideration of fines on Citation 17250. – ***FOR POSSIBLE ACTION***

## APPLICATIONS FOR FULLY REGULATED CARRIERS

78. **Docket 18-03017** The Temporary Transfer of Operating Rights of Strip Limousine Services, LLC d/b/a Strip Limo, d/b/a SLS Operated by Strip Limo, LLC granted under CPCN 1131, Sub 1, and the 45 day requirement for filing the sale and transfer application as a condition of the extension of the period for temporary transfer of operation rights for an additional nine (9) months. Staff investigation concluded. (DN) – ***FOR POSSIBLE ACTION***

79. **Docket 19-08012** The Application for expansion of authority for Carevans Medical Transport Services, LLC d/b/a Carevans granted under CPCN 1117, Sub 1. Staff investigation concluded. (GA) – ***FOR POSSIBLE ACTION***

80. **Docket 20-09014** The Application of Moving Up Enterprises, LLC d/b/a College Hunks Hauling Junk & Moving for a certificate of public convenience and necessity to operate as a household goods mover within Clark County, Nevada. Staff investigation concluded. (DG) – ***FOR POSSIBLE ACTION***

81. **Docket 20-11031** The Application of Total Home Experience, LLC for a certificate of public convenience and necessity to operate as a household goods mover within the State of Nevada. Staff investigation concluded. (GA) – ***FOR POSSIBLE ACTION***

82. **Docket 21-01026** The Joint Applications of 24/7 Entertainment, LLC d/b/a 24/7 Entertainment Limousines and 24/7 Limousines, LTD d/b/a 24/7 Limousines for final approval of interim authority for Temporary Transfers of Operating Rights Under CPCN 1102. Staff investigation concluded. (DG) – ***FOR POSSIBLE ACTION***

## APPLICATION FOR TRANSPORTATION NETWORK COMPANY PERMIT

83. **Docket 20-10017** The Application of River North Transit, LLC d/b/a Via for a permit to operate as a transportation network company within the State of Nevada. Staff investigation concluded. Tabled from prior general session. (GA) – ***FOR POSSIBLE ACTION***

## ORDERS TO SHOW CAUSE

84. **Docket 20-10032** Order to Show Cause issued to Voss Automotive Group, LLC d/b/a Rush in Towing as to why Certificate of Public Convenience and Necessity 7221 should not be revoked. - ***FOR POSSIBLE ACTION***

## APPLICATIONS TO DISMISS

85. **Docket 18-11004** The Application of 360 Transportation, LLC d/b/a Vegas 360 Transportation for a CPCN to provide charter bus service within the State of Nevada. (GA) Deputy Commissioner's Motion to Dismiss Application. – ***FOR POSSIBLE ACTION***

86. **Docket 19-01006** The Application of Sebastian Moving Las Vegas, LLC d/b/a Sebastian Moving Las Vegas for a CPCN to provide household goods moving service within the State of Nevada. (DG) Deputy Commissioner's Motion to Dismiss Application. – ***FOR POSSIBLE ACTION***

87. **Docket 19-10035** The Application of Tryp Transportation, LLC for a CPCN to provide charter bus service within the State of Nevada. (DN) Deputy Commissioner's Motion to Dismiss Application. – ***FOR POSSIBLE ACTION***

88. **Public Comment –** Members of the public are invited to comment on items on the meeting agenda or on items not contained therein. No action may be taken on a matter raised during public comment until the matter itself has been specifically included on an agenda as an item for possible action.

89. **Adjournment**

In accordance with Nevada's Open Meeting Law, the Authority may consider agenda items taken out of order. The Authority may combine two or more agenda items for consideration. The Authority may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The Authority may continue the meeting as deemed necessary. The Authority, at its discretion, may take public comment during times other than the designated Public Comment agenda items. The Authority reserves the right to limit public comment to three minutes. Comment may not be restricted based on viewpoint.

**Note:** The Nevada Transportation Authority (NTA) is pleased to make reasonable accommodations and will assist and accommodate people with a disability who wish to attend its meetings and hearings. If special arrangements are necessary, please contact the NTA in Las Vegas at (702) 486-3303 or in Reno at (775) 688-2800 as far in advance of the meeting or hearing as possible.

STEVE SISOLAK
*Governor*

STATE OF NEVADA

TERRY REYNOLDS
*Director B&I*

DAWN GIBBONS
*Chairman*
GEORGE ASSAD
*Commissioner*
DAVID NEWTON
*Commissioner*

DEPARTMENT OF BUSINESS AND INDUSTRY

**NEVADA TRANSPORTATION AUTHORITY**

# WebEx and Teleconferencing Instructions

This meeting can be accessed via the video conference link or teleconference number below.

**Please note your device must have microphone capabilities in order to participate in the web conference.**

**Video Conference Link Instructions for Agenda Meeting on March 4, 2021**:
Open a browser on your computer and type in the following URL:
https://businessnv2.webex.com
At the Join A Meeting screen, enter the following in the grey area labeled Enter meeting information: **187 173 5637**
The next screen will ask for a password. Type in the following: **PFmVfhXM527**
If your device does not have the Cisco Application (App) WebEx Meeting installed, you will be prompted to download the App at this time. If so, download the app and follow the instructions. You may be asked to provide your name and email address.

**Teleconference Call Instructions:**
On your cell phone or desk phone dial the following toll-free number**:**
**1-844-621-3956**
Next you will be asked for an access code or meeting number. Punch in the following: **187 173 5637**
At the next prompt push the # sign to be placed in the meeting.

Below are the instructions for use throughout the meeting.

1. Keep your phone or microphone muted until called upon by the coordinator.

2. If joining by phone, you will mute and unmute yourself by pressing star six **(*6)** and you will state the following information:
    a. Your first and last name.
    b. The name of your company, if applicable.
    c. Your item number on the agenda.

3. For all comments, please do the following to let us know you wish to speak:

    a. By web, raise your hand in the participant box.
    b. By phone, press star three **(*3)**.
    c. Wait to be recognized by the coordinator before unmuting your phone/mic to speak.
    d. State your name as you begin your comments for the record.

# Agenda Item# 7

STEVE SISOLAK
*Governor*

TERRY REYNOLDS
*Director B&I*

DAWN GIBBONS
*Chairman*
GEORGE ASSAD
*Commissioner*
DAVID NEWTON
*Commissioner*

STATE OF NEVADA

DEPARTMENT OF BUSINESS AND INDUSTRY

# NEVADA TRANSPORTATION AUTHORITY

## MINUTES OF THE January 28, 2021 GENERAL SESSION

**WEBEX LINK: https://businessnv2.webex.com**

**DIAL IN NUMBER: 1-844-621-3956**

**THURSDAY, JANUARY 28, 2021 MEETING ACCESS CODE: 146 082 1083**

**THURSDAY, JANUARY 28, 2021 MEETING PASSWORD: ypENkmx73M4**

**PUBLIC NOTICE:** Pursuant to Section 1 of the Declaration of Emergency Directive 006 ("Directive 006"), the requirement contained in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate has been suspended. Moreover, pursuant to Section 3 of Directive 006, the requirements contained in NRS 241.020(4)(a) that public notice agendas be posted at physical locations within the State of Nevada has likewise been suspended. See, http://gov.nv.gov/uploadedFiles/govnewnvgov/Content/News/Emergency Orders/2020/DeclarationofEmergencyDirective006reOML3-21-20 .pdf

The above Declaration of Emergency Directive 006 was extended to July 31, 2020 per Declaration of Emergency Directive 026 Section 3. See, http://gov.nv.gov/News/Emergency_Orders/2020/2020-06-29_-_COVID-19_Declaration_of_Emergency_Directive_026/

The above Declaration of Emergency Directive 026 shall remain in effect for the duration of the current state of emergency, unless terminated prior to that date by a subsequent directive or by operation of law per Declaration of Emergency Directive 029 Section 4. See, http://gov.nv.gov/News/Emergency_Orders/2020/2020-07-31_-_COVID-19_Declaration_of_Emergency_Directive_029/

## AGENDA

1. **Call to Order**
   *Chairman Dawn Gibbons called the meeting to order at 9:30 a.m.*

2. **Roll Call**
   *Present: Chairman Dawn Gibbons, Commissioner George Assad, Commissioner David Newton, Administrative Attorney Gary Matthews, Applications Manager Liz Babcock, Financial Analyst Yvonne Shelton, Financial Analyst Paul Servello, Chief of Enforcement Jeremy Jones, Deputy Attorney General Louis Csoka*

3. **Pledge of Allegiance**
*Administrative Attorney Gary Mathews led a recital of the pledge.*

4. **WebEx Instructions**
*IT Professional Jeffrey Berry read directions for participation in the Webex meeting.*

5. **Public Comment**
*none*

6. **Approval of Agenda**
*Applications Manager Liz Babcock requested Items 72, 98, 99, 101 and 102 be removed from consideration, that Item 29 shows NAC and should reference NRS and that Items 66 and 67 require retroactive approval. Approved as modified 3-0*

7. **Approval of the Minutes of the December 17, 2020 Agenda Meeting**
*Approved 3-0*

8. **Approval of the Minutes of the December 17, 2020 Proposed Regulations Workshop of Docket No. 20-11012**
*Approved 3-0*

9. **Approval of the Minutes of the January 5, 2021 Regulation Adoption Meeting Docket No. 19-10021**
*Approved 3-0*

10. **Briefings from the Commissioners**
*Commissioner Assad thanked staff for the preparation of today's agenda and mentioned several staff members by name. Commissioner Newton echoed Commissioner Assad's comments and commended staff for their continued efforts in spite of the COVID limitations currently in place.*

11. **Briefing from the Deputy Commissioner**
*Commissioner De Rose commended Chief Jones on the recent new hires and welcomed Enforcement Officer Ghessian "Gus" Istefan to the Authority.*

12. **Report of Legal Counsel**
*Deputy Attorney General Csoka echoed comments made and indicated nothing new to report.*

## ADMINISTRATIVE CITATIONS AND IMPOUNDMENTS

*Items 13 through 48, with the exception of Items 23 and 42, were considered collectively. Approved 3-0*

13. **Citations 20864, 20923 and 23042** issued to Reno Cab Company for violations of NAC 706.3751 and NAC 706.3751(1)(b) (8 counts). (DG)

14. **Citation 20922** issued to Aholoka Ahonima for violation of NAC 706.3751. (DG)

15. **Citations 20924 and 23041** issued to Executive Limousine Service, Inc. for violations of NAC 706.3751(1)(b) (8 counts). (DG)

16. **Citation 20925** issued to Roy L. Street d/b/a Capitol Cab Company for violation of NAC 706.3751(1)(b). (DG)

DRAFT

17. **Citation 21013** issued to Jesse J. Garland for a violation of NRS 706.462 (DG)
*Prior approval rescinded 3-0 Mr. Garland appeared and offered an explanation for the lapse. Fine reduced to $100.00 and waive the FTA – Approved as modified 3-0*

18. **Citations 21451 and 23043** issued to Yellow Cab of Reno, Inc. for violations of NAC 706.3751(1)(b) (8 counts). (DG)

19. **Citation 21768** issued to Ben, LLC d/b/a Luxurious for violation of NAC 706.191 (DG)

20. **Citation 21995** issued to Ken Lehman Enterprises, Inc./South Strip Towing for violation of NAC 706.206 (DG)

21. **Citation 21996** issued to City Towing, Inc. d/b/a Quality Towing for violation of NAC 706.206. (DG)

22. **Citation 21997** issued to Sunrise Towing, Inc. for violation of NAC 706.206. (DG)

23. **Citation 22157** issued to All City Towing for a violation of NAC 706.2473/49 CFR 396.21. (DG)
*Cory Wiggins appeared. Approved 3-0*

24. **Citation 22233** issued to Universal Limousine Services, LLC for violation of NAC 706.2473/49 CFR 391.51(7)(i). (DG)

25. **Citation 22235** issued to Richard David Cheshire Jr. for violations of NRS 706.386 and NRS 706.758. (DG)

26. **Citation 22281** issued to MAI NIV Enterprises, Inc. d/b/a Kings Towing for a violation of NAC 706.4275. (DG)

27. **Citations 22287, 22289 and 22290** issued to Safeco Parking and Transportation Services, LLC for violations of NAC 706.2473/49 CFR 391.11, NAC 706.2473/49 CFR 391.51(7)(i) and NAC 706.2473/49 CFR 391.11. (DG)

28. **Citations 22291, 22292 and 22293** issued to V Transportation, LLC for violations of NAC 706.2473/49 CFR 391.51(7)(i) (3 counts). (DG)

29. **Citation 22294** issued to MAI NIV Enterprises, Inc. d/b/a Tow Guys for a violation of ~~NAC~~ *NRS* 706.4469. (DG)

30. **Citation 23040** issued to Capital Cab Company for a violation of NAC 706.3751(1)(b) (7 counts). (DG)

31. **Citation 23044** issued to Mark H. Shepler for violation of NAC 706.13775(1). (DG)

32. **Citation 23045** issued to Joseph A. Moore for violation of NAC 706.13775(1). (DG)

33. **Citation 23046** issued to Timothy F. Willis for violation of NAC 706.13775(1). (DG)

34. **Citation 23047** issued to Stephen R. Johnson for violation of NAC 706.13775(1). (DG)

35. **Citation 23048** issued to Raymond L. Daquilante for violation of NAC 706.13775(1). (DG)

DRAFT

**36.** **Citation 23049** issued to Daniel F. Walton for violation of NAC 706.13775(1). (DG)

**37.** **Citation 23050** issued to Frank Rosette III for violation of NAC 706.13775(1). (DG)

**38.** **Citations 21399 and 23077** issued to Tuihalangingie Finau for violations of NAC 706.3747, NAC 706.13775 and NAC 706.194. (GA)

**39.** **Citation 23076** issued to Yellow Cab of Reno for violation of NAC 706.3747 (GA)

**40.** **Citation 22000** issued to Eyod Belai Tekle for violation of NAC 706.228. (DN)

**41.** **Citation 22199** issued to USA Towing, Inc. for violations of NAC 706.432 and NAC 706.4277. (DN)

**42.** **Citation 22234** issued to Findlay Credit Acceptance, LLC d/b/a 911 Towing and Impound for violation of NAC 706.194. (DN)
*James Kent, Esq appeared on behalf of 9-1-1 Towing. Approved 3-0*

**43.** **Citation 22268** issued to Camel Towing/ David Fultz for violation of NRS 706.758. (DN)

**44.** **Citation 22282** issued to Filmon Tewolde Debesai for violation of NAC 706.228. (DN)

**45.** **Citation 22285** issued to Yekuno Beyene for violation of NAC 706.228. (DN)

**46.** **Citation 22286** issued to Kassahun Teka Chane for violation of NAC 706.228. (DN)

**47.** **Citation 22295** issued to USA Towing, Inc. for violations of NAC 706.311 and NAC 706.4275. (DN)

**48.** **Citation 22296** issued to LV Quik Tow, LLC d/b/a LV Quik Tow for violation of NAC 706.432(1). (DN)

## APPLICATIONS FOR CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY TO PROVIDE TOW CAR SERVICE

**49.** **Docket 19-11006** The Joint Application of Michael C. Costello d/b/a Reno Tow & Transport for authority to sell and transfer and Express Car, Inc. d/b/a Reno Tow & Transport to purchase and acquire the authority to provide consent-only tow car service within the State of Nevada granted under CPCN 7315. Staff investigation concluded. (GA)
*Applications Manager Liz Babcock summarized the application and indicated staff support. Approved 3-0*

**50.** **Docket 20-05020** The Application of Arkidian Towing Services, LLC for expansion of authority to provide non-consent tow car service by tow car vehicle within the State of Nevada under CPCN 7351. Staff investigation concluded. (GA)
*Applications Manager Liz Babcock summarized the application and indicated staff support. Robert Johnson appeared on behalf of the Applicant. Approved 3-0*

DRAFT

**51.** **Docket 20-10001** The Joint Application of Sheri Awalt for authority to sell and transfer and Jeffrey Misner to purchase and acquire 50% of the stock of Allvalley, LLC d/b/a Code Blue Towing, a carrier authorized to provide consent and non-consent tow car service within the State of Nevada under CPCN 7323. Staff investigation concluded. (GA)

*Applications Manager Liz Babcock summarized the application and indicated staff support. Approved 3-0*

**52.** **Docket 20-10021** The Application of Roman's Towing, LLC d/b/a Roman's Towing for a certificate of public convenience and necessity to provide consent-only tow car service by tow car vehicle within the State of Nevada. Staff investigation concluded. (DG)

*Applications Manager Liz Babcock summarized the application and indicated staff support. Mr. Ramirez appeared on behalf of the Applicant. Approved 3-0*

**53.** **Docket 20-11024** The Request of Victory Towing, LLC for approval to use the electronic dispatch software system for tow car services provided by Victory Towing, LLC. Staff investigation concluded.

*Applications Manager Liz Babcock summarized the request and indicated staff support. Maria Colas appeared on behalf of the carrier. Chief Revens indicated the carrier would be using both wet signatures and the software for 120 days to allow staff to audit and approve the use of software. Approved for 120 days 3-0*

## APPLICATIONS FOR CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY TO PROVIDE CHARTER BUS SERVICE

**54.** **Docket 19-12027** The Application of Damaya, LLC d/b/a No Limit Transportation for a certificate of public convenience and necessity to provide charter bus service within the State of Nevada. Staff investigation concluded. (GA)

*Applications Manager Liz Babcock summarized the application and indicated staff support. James Kent, Esq. appeared on behalf of the Applicant. Approved 3-0*

**55.** **Docket 20-07005** The Application of Whitecastle Tours, Inc. d/b/a Whitecastle Tours for a certificate of public convenience and necessity to provide charter bus service within the State of Nevada. Staff investigation concluded. (GA)

*Applications Manager Liz Babcock summarized the application and indicated staff support. Approved 3-0*

## REQUEST FOR TEMPORARY DISCONTINUANCE

**56.** **Docket 20-12020** The temporary discontinuance from December 21, 2020, through June 21, 2021 of transportation services provided by Seiji, LLC d/b/a Seiji Limousine, Winner Limousine under CPCN 1111, Sub 4. Staff investigation concluded.

*Applications Manager Liz Babcock summarized the application and indicated staff support. Approved 3-0*

DRAFT

## REQUEST TO EXTEND TEMPORARY DISCONTINUANCE

*Items 57 through 69 were considered collectively. Items 66 and 67 were given retroactive approval. Approved 3-0*

**57.** **Docket 19-07032** The request to extend temporary discontinuance from December 15, 2020 through June 15, 2021, of charter bus services provided by Red Carpet VIP Transportation, LLC d/b/a ALS VIP, CPCN 2209. Staff investigation concluded.

**58.** **Docket 20-03024** The request to extend temporary discontinuance from January 10, 2021 through June 10, 2021, of charter bus services provided by IGNI, LLC d/b/a IGNI, CPCN 2257. Staff investigation concluded.

**59.** **Docket 20-04020** The request to extend temporary discontinuance from December 18, 2020 through April 30, 2021, of charter bus services provided by Eddie, LLC d/b/a Eddie Party Bus, CPCN 2154. Staff investigation concluded.

**60.** **Docket 20-05001** The request to extend temporary discontinuance from January 1, 2021 through March 1, 2021, of charter bus services provided by Rowdy Industries, LLC d/b/a Nevada Party Bus, CPCN 2146, Sub 1. Staff investigation concluded.

**61.** **Docket 20-06009** The request to extend temporary discontinuance from December 13, 2020 through June 14, 2021, of charter bus services provided by Experience Transport Agency, LLC d/b/a ETA, CPCN 2229. Staff investigation concluded.

**62.** **Docket 20-06018** The request to extend temporary discontinuance from December 24, 2020 through June 24, 2021, of charter bus services provided by Colombian Enterprises, LLC d/b/a LV Bus Express, CPCN 2180. Staff investigation concluded.

**63.** **Docket 20-06023** The request to extend temporary discontinuance from December 28, 2020 through May 28, 2021, of charter bus services provided by Golden Transportation, LLC d/b/a Golden Transportation, CPCN 2236. Staff investigation concluded.

**64.** **Docket 20-07004** The request to extend temporary discontinuance from December 1, 2020 through June 1, 2021, of charter bus services provided by VIP Transportation of Nevada, LLC, CPCN 2247. Staff investigation concluded.

**65.** **Docket 20-10022** The request to extend temporary discontinuance from January 14, 2021 through June 14, 2021, of charter bus services provided by Five Star Limo, LLC d/b/a Five Star Limobus, CPCN 2153. Staff investigation concluded.

**66.** **Docket 20-10033** The request to extend temporary discontinuance from December 20, 2020 through June 20, 2021, of tow car services provided by Alejandro Morales Mejia d/b/a A&L Towing, CPCN 7425. Staff investigation concluded.

DRAFT

**67.** **Docket 20-10036** The request to extend temporary discontinuance from December 29, 2020 through June 29, 2021, of charter Limousine services provided by Abraham Limo Service, Inc., d/b/a ALV Operated by Crown Limo, LLC, CPCN 1104, Sub 3. Staff investigation concluded.

**68.** **Docket 20-10037** The request to extend temporary discontinuance from January 6, 2021 through July 6, 2021, of tow car services provided by All City Towing & Recovery, LLC, CPCN 7406. Staff investigation concluded.

**69.** **Docket 20-11013** The request to extend temporary discontinuance from January 31, 2021 through March 31, 2021, of charter bus services provided by Upscale Limousine, LLC d/b/a Upscale Party Bus, CPCN 2259. Staff investigation concluded.

## PETITIONS TO DEVIATE FROM REGULATION

**70.** **Docket 20-09020** The Petition to Deviate of Luxury Limousine of Las Vegas, LLC, CPCN 2248, to deviate from regulation NAC 706.379 and NAC 706.381. Staff investigation concluded. Tabled from prior general session.

*Applications Manager Liz Babcock detailed the request. Zev Kaplan, Esquire appeared on behalf of the carrier and indicated submission of several documents. To facilitate review, item tabled to next subsequent Agenda Approved 3-0*

**71.** **Docket 20-11017** The Petition for Relief seeking to Amend Prior Deviation from regulation NAC 706.228 granted to Abraham Limousine Service, Inc. CPCNs 1104, 1090, and 2159, to include Western Limousine Service, LLC CPCN 1054, Sub 3. Staff investigation concluded. Tabled from prior general session (GA)

*Brent Carson, Esq. appeared on behalf of the carrier and requested the item be tabled to the next Agenda. Item tabled to next subsequent Agenda Approved 3-0*

## VOLUNTARY CANCELLATIONS

*Items 73-76 were considered collectively. Approved 3-0*

**72.** **Docket 20-10006** The voluntary cancellation of Findlay Credit Acceptance, LLC d/b/a 9-1-1 Towing and Impound, CPCN 7330. Staff investigation concluded. Tabled from prior general session.

*Item removed from Agenda prior to consideration.*

**73.** **Docket 20-12003** The voluntary cancellation of Mega Express, Inc., CPCN 2245. Staff investigation concluded.

**74.** **Docket 20-12005** The voluntary cancellation of warehouse permit # 21, issued to Silver State Electronic Movers, Inc. Staff investigation concluded.

**75.** **Docket 20-12017** The voluntary cancellation of Toana Taxi, LLC, CPCN 1082. Staff investigation concluded.

**76.** **Docket 21-01002** The voluntary cancellation of Ullan Towing Services, LLC, CPCN 7420. Staff investigation concluded.

DRAFT

## FINANCIAL RATES AND TARIFFS

**77.** **Docket 20-10015** The Application of A & A Towing, Inc. for approval of a tariff rate modification for services conducted under CPCN 7209, Sub 1. Staff investigation concluded.
*Drew Ribar appeared, detailed several concerns and presented documentation related to a portion of the bifurcated docket not currently noticed on the Agenda. Financial Analyst Paul Servello summarized the noticed request and indicated staff support. Approved 3-0*

**78.** **Docket 20-11005** The Application of Limousines of LV Parking, LLC d/b/a Nevada Limousine Service for approval of a contract rate modification for services conducted under Permit MV6148. Staff investigation concluded.
*Financial Analyst Paul Servello summarized the request and indicated staff support. Approved 3-0*

**79.** **Docket 20-11025 and 20-12019** The Applications of R.A. Moving, LLC d/b/a Two Men and a Truck of Reno, Nevada for final approval of a tariff rate modification for services conducted under CPCN 3373. Staff investigation concluded.
*Financial Analyst Paul Servello summarized the request and indicated staff support. Approved 3-0*

**80.** **Docket 20-11033** The Application of Kaptyn Nevada, LLC d/b/a Kaptyn for final approval of a tariff rate modification for services conducted under CPCN 1040, Sub 5. Staff investigation concluded.
*Kimberly Maxson-Rushton, Esq appeared on behalf of the carrier. Financial Analyst Paul Servello summarized the request and indicated staff support. Approved 3-0*

**81.** **Docket 20-11035** The Application of United Moving Solutions, Inc. d/b/a United Moving Solutions for approval of a tariff rate modification for services conducted under CPCN 3371. Staff investigation concluded.
*Financial Analyst Paul Servello summarized the request and indicated staff support. Approved 3-0*

**82.** **Docket 20-12021** The Application of Move 4 Less, LLC d/b/a Move 4 Less, MoveU4Less.com, Select Flat Rate Moving for approval of a tariff rate modification for services conducted under CPCN 3344, Sub 6. Staff investigation concluded.
*Financial Analyst Paul Servello summarized the request and indicated staff support. Approved 3-0*

**83.** **Docket 20-12025** The Application of Coleman World Group, LLC d/b/a Coleman American Moving Service for approval of a tariff rate modification for services conducted under CPCN 3237, Sub 1. Staff investigation concluded.
*Financial Analyst Paul Servello summarized the request and indicated staff support. Approved 3-0*

**84.** **Docket 20-12034** The Application of All My Sons Moving and Storage of Las Vegas, LLC for approval of a tariff rate modification for services conducted under CPCN 7356, Sub 2. Staff investigation concluded.
*Financial Analyst Paul Servello summarized the request and indicated staff support. Approved 3-0*

**85.** **Public Comment**
*none*

DRAFT

## 1:15 PM AFTERNOON SESSION

**86. WebEx Instructions**
*IT Professional Jeffrey Berry read directions for participation in the Webex meeting.*

**87. Public Comment**
*none*

## PETITIONS FOR RECONSIDERATION

**88. Docket 20-11028** Petition for Reconsideration from Luckenson Saint Clair for reconsideration of fines on Citation 21299.
*Mr. Saint Clair appeared and detailed his request. Management Analyst Hope DiBartolomeo summarized the fines owed, indicating the balance is currently in the State Controller's Office. Motion to reinstate abeyance of $2,250, remaining balance, costs and fees stay with SCO – Approved 3-0*

**89. Docket 20-11030** Petition for Reconsideration from Mbaye Thiam for reconsideration of fines on Citations 19971and 19972.
*Mr. Thiam appeared and detailed his request. Management Analyst Hope DiBartolomeo summarized the fines owed, indicating the balance is currently in the State Controller's Office. Motion to reinstate $3,000 abeyance, that the $2,400 abeyance will not triggered and the remaining balance, costs and fees to stay with SCO – Approved 3-0*

**90. Docket 20-12023** Petition for Reconsideration from Capital Towing of Citation 21420.
*Justin Townsend, Esq. appeared on behalf of Respondent and detailed erroneous findings of fact. Petition denied 3-0*

**91. Docket 20-12029** Petition for Reconsideration from Vanessa Jacobsen of Citation 21398.
*Vanessa Jacobsen appeared and detailed her request. Item tabled to next subsequent Agenda. Approved 3-0*

**92. Docket 20-12032** Petition for Reconsideration from Trimont Land Company d/b/a Northstar at Tahoe of Citation 20921.
*Phillip Mercurio and Hilda Vasquez appeared and detailed their request for a new hearing. Approved 3-0*

**93. Docket 20-12035** Petition for Reconsideration from Fast Towing of Citation 21846.
*Henry Harvey appeared on behalf of Fast Towing and offered reasoning for failure to appear and stated denial of violation. Petition denied 3-0*

## APPLICATIONS FOR FULLY REGULATED CARRIERS

**94. Docket 20-02025** The Application of Expeditors By Lindale, Inc. for a Permit to operate as a contract motor carrier in the State of Nevada. Staff investigation concluded. (DG)
*Applications Manager Liz Babcock summarized the application and indicated staff support. Justin Townsend, Esq. appeared on behalf of the Applicant. Approved 3-0*

DRAFT

**95.** **Docket 20-08003** The Application of Summerlin Moving, LLC d/b/a Summerlin Movers for a certificate of public convenience and necessity to operate as a household goods mover within the State of Nevada. Staff investigation concluded. (GA)

*Applications Manager Liz Babcock summarized the application and indicated staff support. Approved 3-0*

**96.** **Docket 20-10039** The status check of the applications of Platinum LV Transportation, LLC six series LLCs, Celebrity Coaches CPCN 2015, Bell Limo CPCN 1217, Airport Mini Bus CPCN 2350, Mammoth Limousine CPCN 1105, Platinum LV Transportation CPCN 2166, Whittlesea Checker Taxi CPCN 2118, for interim authority for the temporary transfer of operating rights while the Applications are pending, and the 60 day requirement to file the applications. Staff investigation concluded. (DN)

*Applications Manager Liz Babcock summarized the procedural history of the application. Brent Carson, Esq. appeared on behalf of the carriers and requested an additional 60 days to provide documentation. Additional 60 days approved 3-0*

**97.** **Docket 20-12030** The Joint Application of Medical Transport Company, LLC d/b/a MTC and Medical Transport LV, a Series of Medical Transport USA, LLC for final approval of interim authority for a Temporary Transfer of Operating Rights Under CPCN 1112, Sub 3. (DN)

*Applications Manager Liz Babcock summarized the application. Brent Carson, Esq detailed status of required documentation. Commissioner Newton indicated a PLTI filed Jan. 27, 2021 on behalf of LifeTrans.*

*Motion to hold request for final interim order until PLTI hearing can be held – Approved 3-0*

## APPLICATION FOR TRANSPORTATION NETWORK COMPANY PERMIT

**98.** **Docket 20-10017** The Application of River North Transit, LLC d/b/a Via for a permit to operate as a transportation network company within the State of Nevada. Staff investigation concluded. Tabled from prior general session. (GA)

*Item removed from Agenda prior to consideration.*

## ORDERS TO SHOW CAUSE

**99.** **Docket 20-10032** Order to Show Cause issued to Voss Automotive Group, LLC d/b/a Rush In Towing as to why Certificate of Public Convenience and Necessity 7221 should not be revoked. Staff investigation concluded. (DN)

*Item removed from Agenda prior to consideration.*

**100.** **Docket 20-12006** Order to Show Cause issued to Las Vegas Beyond, LLC d/b/a Las Vegas Beyond as to why Certificate of Public Convenience and Necessity 2232 should not be revoked. Staff investigation concluded.

*Applications Manager Liz Babcock summarized the procedural history of the docket. CPCN revoked 3-0*

**101.** **Docket 20-12007** Order to Show Cause issued to Vegas Valley Towing, LLC as to why Certificate of Public Convenience and Necessity 7192 should not be revoked. Staff investigation concluded.

*Item removed from Agenda prior to consideration.*

**102.** **Docket 20-12008** Order to Show Cause issued to Alpha Transportations, LLC as to why Certificate of Public Convenience and Necessity 2230 should not be revoked. Staff investigation concluded.

*Item removed from Agenda prior to consideration.*

DRAFT

**103.** **Docket 20-12009** Order to Show Cause issued to Coach World, LLC as to why Certificate of Public Convenience and Necessity 2260 should not be revoked. Staff investigation concluded.
*Applications Manager Liz Babcock summarized the procedural history of the docket. CPCN revoked 3-0*

## REGULATION ADOPTION

**104.** **Docket 20-11012** Adoption of regulations amend NAC 706A.190 regarding the annual assessment due from the Transportation Network Companies pursuant to NRS 706A.140.
*Please see separate minutes for adoption hearing.*

**105.** **Public Comment**
*none*

**106.** **Adjournment**
*Meeting adjourned 3:07 p.m.*

DRAFT

# Agenda Item# 8

STEVE SISOLAK
*Governor*

STATE OF NEVADA

TERRY REYNOLDS
*Director B&I*

DAWN GIBBONS
*Chairman*
GEORGE ASSAD
Commissioner
DAVID NEWTON
*Commissioner*

DEPARTMENT OF BUSINESS AND INDUSTRY
**NEVADA TRANSPORTATION AUTHORITY**

**MINUTES OF THE January 28, 2021**
**MEETING AND AGENDA**
**and**
**NOTICE OF INTENT TO ADOPT PROPOSED REGULATIONS**

**WEBEX LINK: https://businessnv2.webex.com**

**DIAL IN NUMBER: 1-844-621-3956**

**THURSDAY, JANUARY 28, 2021 MEETING ACCESS CODE: 146 082 1083**

**THURSDAY, JANUARY 28, 2021 MEETING PASSWORD: ypENkmx73M4**

**PUBLIC NOTICE:** Pursuant to Section 1 of the Declaration of Emergency Directive 006 ("Directive 006"), the requirement contained in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate has been suspended. Moreover, pursuant to Section 3 of Directive 006, the requirements contained in NRS 241.020(4)(a) that public notice agendas be posted at physical locations within the State of Nevada has likewise been suspended. See, http://gov.nv.gov/uploadedFiles/govnewnvgov/Content/News/Emergency Orders/2020/DeclarationofEmergencyDirective006reOML3-21-20 .pdf

The above Declaration of Emergency Directive 006 was extended to July 31, 2020 per Declaration of Emergency Directive 026 Section 3. See, http://gov.nv.gov/News/Emergency_Orders/2020/2020-06-29_-_COVID-19_Declaration_of_Emergency_Directive_026/

The above Declaration of Emergency Directive 026 shall remain in effect for the duration of the current state of emergency, unless terminated prior to that date by a subsequent directive or by operation of law per Declaration of Emergency Directive 029 Section 4. See, http://gov.nv.gov/News/Emergency_Orders/2020/2020-07-31_-_COVID-19_Declaration_of_Emergency_Directive_029/

## AGENDA

1. **Call to Order**
   *Chairman Dawn Gibbons called the meeting to order at 3:00 p.m.*

DRAFT

2. **Roll Call**
*Present: Chairman Dawn Gibbons, Commissioner George Assad, Commissioner David Newton, Administrative Attorney Gary Matthews, Applications Manager Liz Babcock, Deputy Attorney General Louis Csoka*

3. **Pledge of Allegiance**
*Commissioner George Assad led a recital of the pledge.*

4. **Public Comment**
*Piper Overstreet, Uber, and Elizabeth Gallagher, Lyft, thanked staff for the work done on the regulations.*

5. **Approval of Agenda**
*Approved 3-0*

**DISCUSSION ITEM / RULEMAKING ADOPTION**

6. The Nevada Transportation Authority will consider adoption of regulations amending NAC 706A.190, regarding the annual assessment due from the Transportation Network Companies pursuant to NRS 706A.140. The proposal has been designated as Docket 20-11012 by the Authority. Copies of the proposed regulation are available from the NTA.
*Approved 3-0*

7. **Public Comment**
*none*

8. **Adjournment**
*Meeting adjourned at 3:05 p.m.*

DRAFT

# Agenda Item# 12

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: Citation 22264 issued to Bell Trans for violation of NRS 706.462 (5 counts). | ) | Citation 22264 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

On January 13, 2021, a hearing on the above-captioned matter was held before Chairman Dawn Gibbons, serving in her capacity as Hearing Officer for the Nevada Transportation Authority ("Authority"). The Respondent, Bell Trans, was present through their legal counsel, Kimberly Maxson-Rushton, Esq.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Administrative Code ("NAC") 706.4015, prepared a proposed decision for review by the Authority. Based on that proposed decision, the Authority enters the following final order affirming the decision of the Hearing Officer. Under Nevada Revised Statutes ("NRS") 706.151, the Authority has legal jurisdiction and authority over this matter.

At hearing, the parties knowingly and voluntarily stipulated and agreed as follows:

1. To withdraw three (3) counts of NRS 706.462 violations;
2. To admit into evidence the amended Citation 22264 and the related Investigation Report (marked as State's Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;

3. That the Respondent's actions constituted violation of NRS 706.462 (2 counts) related to allowing a driver to provide passenger transportation without a valid driver permit; and
4. To waive the requirement that the Authority's final order contain formal Findings of Fact and Conclusions of Law as required under NRS 233B.125.

Authority Staff recommended the following fines and remedies:

1. That a fine be assessed in the amount of $400.00 for each of the NRS 706.462 (2 counts) violations for a total fine of $800.00; and

2. That the suspended fine of $400.00 from prior Citation 19583 shall immediately become due and owing.

DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted;
2. That findings enter against the Respondent for violation of NRS 706.462 (2 counts);
3. That a fine in the amount of $100.00 be assessed for each violation of NRS 706.462 for a total fine of $200.00
4. That the suspended fine of $400.00 from prior Citation 19583 shall immediately become due and owing.

ORDER

**IT IS THEREFORE ORDERED, based on the foregoing:**

1. That the recommendation of the Hearing Officer regarding Administrative Citation and Verified Complaint 22264, issued to Bell Trans for violation of NRS 706.465 (2 counts), is hereby AFFIRMED;
2. That the *total* fine for Citation Number 22264 shall be in the amount of Two Hundred Dollars and Zero Cents ($200.00);

3. That the suspended fine of $400.00 from prior Citation 19583 shall immediately become due and owing; and
4. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

NOTICE: In accordance with NRS 706.4625 (5 COUNTS) and NAC 706.3751 (both recently amended, see Legislative Counsel Bureau File No. R111-10), you may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) if you fail to pay a fine owed to the Authority, you fail to appear for a hearing on an administrative citation, and/or you are found in violation of the provisions of NRS 706 or NAC 706 more than five times within three years.

NOTICE: Pursuant to NRS 706.772 and NRS 706 483.441, you may have your driver's license suspended by the Nevada Department of Motor Vehicles if you fail to pay the full amount of the administrative fine and any other costs which are due to the Authority as a result of the above final Order.

# Agenda Item# 13

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In re: Citation 22271 issued to Roger Fischer for a violation of NRS 706.462. | ) | Citation 22271 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

On January 13, 2021, a hearing on the above-captioned matter was held before Chairman Dawn Gibbons, serving in her capacity as Hearing Officer for the Nevada Transportation Authority ("Authority"). The Respondent, Roger Fischer was present by and through his legal counsel, Kimberly Maxson-Rushton, Esq.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Administrative Code ("NAC") 706.4015, prepared a proposed decision for review by the Authority. Based on that proposed decision, the Authority enters the following final order affirming the decision of the Hearing Officer. Under Nevada Revised Statutes ("NRS") 706.151, the Authority has legal jurisdiction and authority over this matter.

At hearing, the parties knowingly and voluntarily stipulated and agreed as follows:

1. To admit into evidence the Citation 22271 and the related Investigation Report (marked as State's Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;

2. That the Respondent's actions constituted one violation of NRS 706.462 related to operating a vehicle with an expired driver permit;
3. To a fine in the amount of $100.00 for the NRS 706.462 violation with $50.00 of said fine amount suspended pending no further violations of NRS 706 or NAC 706 within one year and timely payment of the fine amount; and
4. To waive the requirement that the Authority's final order contain formal Findings of Fact and Conclusions of Law as required under NRS 233B.125.

DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted; and
2. That findings enter against the Respondent for violation of NRS 706.462.

ORDER

**IT IS THEREFORE ORDERED, based on the foregoing:**

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22271, issued to Roger Fischer for violation of NRS 706.462 is hereby AFFIRMED;
2. That the *total* fine for Citation 22271 shall be in the amount of One Hundred Dollars and Zero Cents ($100.00), with Fifty Dollars and Zero Cents ($50.00) of said fine amount to be suspended pending no further violations of NRS 706 or NAC 706 within one year and timely payment of the fine amount; and

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3. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

NOTICE: In accordance with NAC 706.229 and NAC 706.3751 (both recently amended, see Legislative Counsel Bureau File No. R111-10), you may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) if you fail to pay a fine owed to the Authority, you fail to appear for a hearing on an administrative citation, and/or you are found in violation of the provisions of NRS 706 or NAC 706 more than five times within three years.

NOTICE: Pursuant to NRS 706.772 and NRS 706 483.441, you may have your driver's license suspended by the Nevada Department of Motor Vehicles if you fail to pay the full amount of the administrative fine and any other costs which are due to the Authority as a result of the above final Order.

# Agenda Item# 14

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

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|---|---|---|
| In re: Citation 22272 issued to John Collopy for a violation of NRS 706.462. | ) | Citation 22272 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

On January 13, 2021, a hearing on the above-captioned matter was held before Chairman Dawn Gibbons, serving in her capacity as Hearing Officer for the Nevada Transportation Authority ("Authority"). The Respondent, John Collopy was present by and through his legal counsel, Kimberly Maxson-Rushton, Esq.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Administrative Code ("NAC") 706.4015, prepared a proposed decision for review by the Authority. Based on that proposed decision, the Authority enters the following final order affirming the decision of the Hearing Officer. Under Nevada Revised Statutes ("NRS") 706.151, the Authority has legal jurisdiction and authority over this matter.

At hearing, the parties knowingly and voluntarily stipulated and agreed as follows:

1. To admit into evidence the Citation 22272 and the related Investigation Report (marked as State's Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;

2. That the Respondent's actions constituted one violation of NRS 706.462 related to operating a vehicle with an expired driver permit;
3. To a fine in the amount of $100.00 for the NRS 706.462 violation with $50.00 of said fine amount suspended pending no further violations of NRS 706 or NAC 706 within one year and timely payment of the fine amount; and
4. To waive the requirement that the Authority's final order contain formal Findings of Fact and Conclusions of Law as required under NRS 233B.125.

DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted; and
2. That findings enter against the Respondent for violation of NRS 706.462.

ORDER

**IT IS THEREFORE ORDERED, based on the foregoing:**

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22272, issued to John Collopy for violation of NRS 706.462 is hereby AFFIRMED;
2. That the *total* fine for Citation 22272 shall be in the amount of One Hundred Dollars and Zero Cents ($100.00), with Fifty Dollars and Zero Cents ($50.00) of said fine amount to be suspended pending no further violations of NRS 706 or NAC 706 within one year and timely payment of the fine amount; and

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3. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

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George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

NOTICE: In accordance with NAC 706.229 and NAC 706.3751 (both recently amended, see Legislative Counsel Bureau File No. R111-10), you may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) if you fail to pay a fine owed to the Authority, you fail to appear for a hearing on an administrative citation, and/or you are found in violation of the provisions of NRS 706 or NAC 706 more than five times within three years.

NOTICE: Pursuant to NRS 706.772 and NRS 706 483.441, you may have your driver's license suspended by the Nevada Department of Motor Vehicles if you fail to pay the full amount of the administrative fine and any other costs which are due to the Authority as a result of the above final Order.

# Agenda Item# 15

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

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|---|---|---|
| In re: Citation 22274 issued to Roy L. Street for a violation of NAC 706.2473 ref. 49 CFR 396.17 (2 counts). | ) ) ) ) | Citation 22274 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

On January 13, 2021, a hearing on the above-captioned matter was held before Chairman Dawn Gibbons, serving in her capacity as Hearing Officer for the Nevada Transportation Authority ("Authority"). The Respondent, Roy L. Street was present through their Human Resources Manager, Mercy Medina. Ms. Media elected to proceed without legal counsel.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Administrative Code ("NAC") 706.4015, prepared a proposed decision for review by the Authority. Based on that proposed decision, the Authority enters the following final order affirming the decision of the Hearing Officer. Under Nevada Revised Statutes ("NRS") 706.151, the Authority has legal jurisdiction and authority over this matter.

At hearing, the parties knowingly and voluntarily stipulated and agreed as follows:

1. To admit into evidence the Citation 22274 and the related Investigation Report (marked as State's Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;

2. That the Respondent's actions constituted violation of NAC 706.2473 ref. 49 CFR 396.17 (2 counts) related to failure to obtain 2020 AVIR on two vehicles;
3. To a fine in the amount of $200.00 for the NAC 706.2473 ref. 49 CFR 396.17 (2 counts) violations with $200.00 of said fine amount suspended pending no further violations of NAC 706.2473 within one year; and
4. To waive the requirement that the Authority's final order contain formal Findings of Fact and Conclusions of Law as required under NRS 233B.125.

DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted; and
2. That findings enter against the Respondent for violation of NAC 706.2473 ref. 49 CFR 396.17 (2 counts).

ORDER

**IT IS THEREFORE ORDERED, based on the foregoing:**

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22274, issued to Roy L. Street for violation of NAC 706.2473 ref. 49 CFR 396.17 (2 counts) is hereby AFFIRMED;
2. That the *total* fine for Citation 22274 shall be in the amount of Two Hundred Dollars and Zero Cents ($200.00), with Two Hundred Dollars and Zero Cents ($200.00) of said fine amount to be suspended pending no further violations of NAC 706.2473 within one year; and

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3. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

NOTICE: In accordance with NAC 706.229 and NAC 706.3751 (both recently amended, see Legislative Counsel Bureau File No. R111-10), you may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) if you fail to pay a fine owed to the Authority, you fail to appear for a hearing on an administrative citation, and/or you are found in violation of the provisions of NRS 706 or NAC 706 more than five times within three years.

NOTICE: Pursuant to NRS 706.772 and NRS 706 483.441, you may have your driver's license suspended by the Nevada Department of Motor Vehicles if you fail to pay the full amount of the administrative fine and any other costs which are due to the Authority as a result of the above final Order.

# Agenda Item# 16

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

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|---|---|---|
| In re: Citation 22275 issued to My Ride to Work, LLC for a violation of NAC 706.2473 ref. 49 CFR 396.17. | ) ) ) | Citation 22275 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

On February 3, 2021, a hearing on the above-captioned matter was held before Chairman Dawn Gibbons, serving in her capacity as Hearing Officer for the Nevada Transportation Authority ("Authority"). The Respondent, My Ride to Work, LLC was present through their legal counsel, Scott Scherer, Esq.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Administrative Code ("NAC") 706.4015, prepared a proposed decision for review by the Authority. Based on that proposed decision, the Authority enters the following final order affirming the decision of the Hearing Officer. Under Nevada Revised Statutes ("NRS") 706.151, the Authority has legal jurisdiction and authority over this matter.

At hearing, the parties knowingly and voluntarily stipulated and agreed as follows:

1. To admit into evidence the Citation 22275 and the related Investigation Report (marked as State's Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;

2. That the Respondent's actions constituted one violation of NAC 706.2473 ref. 49 CFR 396.17 related to failure to submit annual vehicle inspection report;
3. To a fine in the amount of $100.00 for the NAC 706.2473 ref. 49 CFR 396.17 violation; and
4. To waive the requirement that the Authority's final order contain formal Findings of Fact and Conclusions of Law as required under NRS 233B.125.

DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted; and
2. That findings enter against the Respondent for violation of NAC 706.2473 ref. 49 CFR 396.17.

ORDER

**IT IS THEREFORE ORDERED, based on the foregoing:**

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22275, issued to My Ride to Work, LLC for violation of NAC 706.2473 ref. 49 CFR 396.17 is hereby AFFIRMED;
2. That the *total* fine for Citation 22275 shall be in the amount of One Hundred Dollars and Zero Cents ($100.00); and

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3. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

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George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

NOTICE: In accordance with NAC 706.229 and NAC 706.3751 (both recently amended, see Legislative Counsel Bureau File No. R111-10), you may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) if you fail to pay a fine owed to the Authority, you fail to appear for a hearing on an administrative citation, and/or you are found in violation of the provisions of NRS 706 or NAC 706 more than five times within three years.

NOTICE: Pursuant to NRS 706.772 and NRS 706 483.441, you may have your driver's license suspended by the Nevada Department of Motor Vehicles if you fail to pay the full amount of the administrative fine and any other costs which are due to the Authority as a result of the above final Order.

# Agenda Item# 17

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

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|---|---|---|
| In Re: Citation 22410 issued to Shannon Williams for a violation of NRS 706.462. | ) ) ) | Citation 22410 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

Under Nevada Revised Statutes ("NRS") 706.151, the Nevada Transportation Authority ("Authority") has legal jurisdiction and authority over the above matter.

At the time of issuance of the above-captioned Citation, Respondent was personally served notice that the matter was set for hearing at the Las Vegas office of the Authority at 8:30 a.m. on January 6, 2021. The notice was mailed via regular mail to Respondent. Respondent requested and was granted a continuance from said date. The matter was rescheduled for hearing on February 3, 2021, with notice mailed via regular mail to Respondent. Respondent failed to appear at the time and place set for hearing and failed to request a continuance of the matter.

The Hearing Officer found that proper notice was provided to the Respondent in accordance with NRS Chapters 233B and 706. In accordance with Nevada Administrative Code ("NAC") 706.4017, Authority Staff, by and through Deputy Attorney General Louis Csoka, requested that a finding be entered against the Respondent for a violation of NRS 706.462 and that a fine be imposed for said violation.

Chairman Dawn Gibbons, serving in her capacity as Hearing Officer for the Authority, considered the allegations and assertions contained in Citation 22410 and the related Investigation Report (marked as State's Exhibit 1 and incorporated herein by reference) and entered a finding against the Respondent for one violation of NRS 706.462 related to failure to possess a valid driver permit.

Authority Staff requested that a fine be assessed in the amount of $200.00 for the NRS 706.462 violation.

The Hearing Officer adopted the Staff's recommendation with respect to fines and remedies.

IT IS THEREFORE ORDERED:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22410, issued to Shannon Williams for a violation of NRS 706.462, is hereby AFFIRMED;
2. That the *total* fine for Citation 22410 shall be in the amount of Two Hundred Dollars and Zero Cents ($200.00); and

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3. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer DeRose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

NOTICE: In accordance with NAC 706.229 and NAC 706.3751 (both recently amended, see Legislative Counsel Bureau File No. R111-10), you may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) if you fail to pay a fine owed to the Authority, you fail to appear for a hearing on an administrative citation, and/or you are found in violation of the provisions of NRS 706 or NAC 706 more than five times within three years.

NOTICE: Pursuant to NRS 706.772 and NRS 706 483.441, you may have your driver's license suspended by the Nevada Department of Motor Vehicles if you fail to pay the full amount of the administrative fine and any other costs which are due to the Authority as a result of the above final Order.

# Agenda Item# 18

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

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|---|---|---|
| In Re: the impoundment pursuant to NRS 706.476 of a vehicle registered to and Citations 21998 and 21999 issued to Tewodros B. Amberber for violations of NRS 706.386 and NRS 706A.280. | ) ) ) ) ) | Impound 3866 and Citations 21998 and 21999 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer DeRose

**ORDER**

On January 29, 2021, a hearing on the above-captioned matters was held before Commissioner George Assad serving in his capacity as Hearing Officer for the Nevada Transportation Authority ("Authority"). The Respondent to Citations 21998 and 21999 and registered owner of the impounded vehicle, Tewodros B. Amberber, was present and elected to proceed without counsel.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Administrative Code ("NAC") 706.4015, prepared a proposed decision for review by the Authority. Based on that proposed decision, the Authority enters the following final order affirming the decision of the Hearing Officer. Under Nevada Revised Statutes ("NRS") 706.151, the Authority has legal jurisdiction and authority over this matter.

At hearing, the parties knowingly and voluntarily stipulated and agreed as follows:

1. To the admission of Citations 21998 and 21999, the Investigation Report for the Citations and related impound into evidence (identified as State's Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;

2. That Tewodros B. Amberber is the registered owner of the impounded vehicle in this matter and was present at the hearing regarding said vehicle;
3. That the use of the vehicle in intrastate commerce without a certificate of public convenience and necessity ("CPCN") violated NRS 706.476 (2)(b)(2) and NRS 706.2(b)(3) in that:
    1. No CPCN had been issued authorizing the use of the impounded vehicle in intrastate commerce for passenger transportation; and
    2. The impounded vehicle did not meet the required standards of the Authority;
4. That no CPCN had been issued by the Authority authorizing the operations undertaken by the Respondent in this matter;
5. That the Respondent's actions constituted one violation of NRS 706.386 and one violation of NRS 706A.280 as alleged and that the impoundment of the vehicle pursuant to NRS 706.476 was proper;
6. To waive the requirement that the Authority's final order contain formal Findings of Fact and Conclusions of Law as required under NRS 233B.125 (waiver entered as Exhibit 2).

Authority Staff recommended the following fines and remedies:

1. That fine in the amount of $250.00 be assessed for the impoundment of the vehicle in this matter;
2. That a fine be assessed in the amount of $2,500.00 for the NRS 706.386 violation with $2,250.00 of said fine amount suspended pending no further violations of NRS 706 within one year and timely payment of the fine amount;
3. That no fine be imposed for the NRS 706A.280 violation; and
4. That the Respondent shall be disqualified from driving under a TNC application.

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As a basis for the recommended fines and remedies, Authority Staff stated Respondent had previously driven as a taxicab driver.

## DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted;
2. That the impoundment of the vehicle be deemed proper under NRS 706.476;
3. That findings enter against the Respondent for one violation of NRS 706.386, relating to operating as a fully regulated carrier without authority and for one violation of NRS 706A.280, relating to providing passenger transportation services outside the TNC application; and
4. That Respondent will not be disqualified from driving for a TNC.

## ORDER

**IT IS THEREFORE ORDERED, based on the foregoing:**

1. That the recommendation of the Hearing Officer with regard to the impoundment of the vehicle pursuant to NRS 706.476 is hereby AFFIRMED;
2. That the recommendation of the Hearing Officer for Administrative Citations and Verified Complaint 21998 and 21999, issued to Tewodros B. Amberber for violations of NRS 706.386 and NRS 706A.280, is hereby AFFIRMED;
3. That a fine in the amount of Two Hundred and Fifty Dollars and Zero Cents ($250.00) shall be assessed for the impoundment of the vehicle in this matter;
4. That the *total* fine for Citation 21998 shall be in the amount of Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00), with Two Thousand Two Hundred Fifty Dollars and Zero Cents ($2,250.00) of said fine amount to be suspended pending no further NRS 706 violations within one year and timely payment of the fine amount;

5. That *no fine* or disqualification be imposed for Citation 21999 for the NRS 706A.280 violation;
6. That the Respondent is to immediately **CEASE AND DESIST** any and all use of the impounded vehicle in violation of the provisions of NRS 706;
7. That the Respondent is to immediately **CEASE AND DESIST** any and all operation in violation of NRS 706.386; and

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8. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

NOTICE: In accordance with NAC 706.229 and NAC 706.3751 (both recently amended, see Legislative Counsel Bureau File No. R111-10), you may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) if you fail to pay a fine owed to the Authority, you fail to appear for a hearing on an administrative citation, and/or you are found in violation of the provisions of NRS 706 or NAC 706 more than five times within three years.

NOTICE: Pursuant to NRS 706.772 and NRS 706 483.441, you may have your driver's license suspended by the Nevada Department of Motor Vehicles if you fail to pay the full amount of the administrative fine and any other costs which are due to the Authority as a result of the above final Order.

# Agenda Item# 19

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

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|---|---|---|
| In Re: the impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 22061 issued to Derrick Hargrett/Out the Mud Towing for violation of NRS 706.386 and NRS 706.758. | ) ) ) ) | Impound 3872 and Citation 22061 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

On January 29, 2021, a hearing on the above-captioned matters was held before Commissioner George Assad serving in his capacity as Hearing Officer for the Nevada Transportation Authority ("Authority"). The Respondent to Citation 22061 and registered owner of the impounded vehicles, Derrick Hargrett/Out the Mud Towing, was present and elected to proceed without counsel.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Administrative Code ("NAC") 706.4015, prepared a proposed decision for review by the Authority. Based on that proposed decision, the Authority enters the following final order affirming the decision of the Hearing Officer. Under Nevada Revised Statutes ("NRS") 706.151, the Authority has legal jurisdiction and authority over this matter.

At hearing, the parties knowingly and voluntarily stipulated and agreed as follows:

1. To the admission of Citation 22061 and the Investigation Report for the Citation and related impound into evidence (identified as State's Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;

2. That Derrick Hargrett is the registered owner of the impounded vehicle in this matter and was present at the hearing regarding said vehicle;
3. That the use of the vehicle in intrastate commerce without a certificate of public convenience and necessity ("CPCN") violated NRS 706.476 (2)(b)(2) and (3) in that:
    a. No CPCN had been issued authorizing the use of the impounded vehicle in intrastate commerce for towing services; and
    b. That the impounded vehicle did not meet all required standards of the Authority;
4. That no CPCN had been issued by the Authority authorizing the operations or advertising undertaken by the Respondent in this matter;
5. That the Respondent's actions constituted one violation of NRS 706.386 and one violation of NRS 706.758 as alleged and that the impoundment of the vehicle pursuant to NRS 706.476 was proper;
6. To a fine in the amount of $3,500.00 for the NRS 706.386 violation with $3,250.00 of said fine amount suspended pending no further violations of NRS 706 within one year and timely payment of the fine amount;
7. To a fine in the amount of $1,000.00 for the NRS 706.758 violation with $1,000.00 of said fine amount suspended pending no further NRS 706 violations within one year and timely payment of the outstanding fine amount for the NRS 706.386 violation; and
8. To waive the requirement that the Authority's final order contain formal Findings of Fact and Conclusions of Law as required under NRS 233B.125.

Authority Staff recommended the following fines and remedies:

1. That a fine in the amount of $250.00 be assessed for Impound I-3872.

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## DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted;
2. That the impoundment of the vehicle be deemed proper under NRS 706.476;
3. That findings enter against the Respondent for one violation of NRS 706.386, relating to operating as a fully regulated carrier without authority, and for one violation of NRS 706.758, relating to holding oneself out to the public via unlawful advertisement as able to provide services requiring a certificate of public convenience and necessity;
4. That a fine be assessed in the amount of $100.00 for the impounded vehicle.

## ORDER

**IT IS THEREFORE ORDERED, based on the foregoing:**

1. That the recommendation of the Hearing Officer with regard to the impoundment of the vehicles pursuant to NRS 706.476 is hereby AFFIRMED;
2. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22061, issued to Derrick Hargrett/Out the Mud Towing for violations of NRS 706.386 and NRS 706.758, is hereby AFFIRMED;
3. That a fine in the amount of One Hundred Dollars and Zero Cents ($100.00) be assessed for the impoundment of the vehicle in this matter;
4. That the *total* fine for Citation 22061 shall be in the amount of Four Thousand Five Hundred Dollars and Zero Cents ($4,500.00), with Four Thousand Two Hundred Fifty Dollars and Zero Cents ($4,250.00) of said fine amount to be suspended pending no further NRS 706 violations within one year and timely payment of the fine amount;
5. That the Respondent is to immediately **CEASE AND DESIST** any and all use of the impounded vehicle in violation of the provisions of NRS 706;

6. That the Respondent is to immediately **CEASE AND DESIST** any and all operation in violation of NRS 706.386;
7. That pursuant to NRS 706.758, the Respondent is to **CEASE AND DESIST** the unlawful advertising; and
8. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

NOTICE: In accordance with NAC 706.229 and NAC 706.3751 (both recently amended, see Legislative Counsel Bureau File No. R111-10), you may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) if you fail to pay a fine owed to the Authority, you fail to appear for a hearing on an administrative citation, and/or you are found in violation of the provisions of NRS 706 or NAC 706 more than five times within three years.

NOTICE: Pursuant to NRS 706.772 and NRS 706 483.441, you may have your driver's license suspended by the Nevada Department of Motor Vehicles if you fail to pay the full amount of the administrative fine and any other costs which are due to the Authority as a result of the above final Order.

# Agenda Item# 20

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In re: Citation 22411 issued to Annie Bananies Wild West Tours, LLC for a violation of NRS 706.462. | ) | Citation 22411 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

On January 6, 2021, a hearing on the above-captioned matter was held before Commissioner George Assad, serving in his capacity as Hearing Officer for the Nevada Transportation Authority ("Authority"). The Respondent, Annie Bananies Wild West Tours, LLC was present by and through their Owner, Marilyn Irizarry. Ms. Irizarry elected to proceed without legal counsel.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Administrative Code ("NAC") 706.4015, prepared a proposed decision for review by the Authority. Based on that proposed decision, the Authority enters the following final order affirming the decision of the Hearing Officer. Under Nevada Revised Statutes ("NRS") 706.151, the Authority has legal jurisdiction and authority over this matter.

At hearing, the parties knowingly and voluntarily stipulated and agreed as follows:

1. To admit into evidence the Citation 22411 and the related Investigation Report (marked as State's Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;

2. That the Respondent's actions constituted one violation of NRS 706.462 related to allowing a driver to operate a vehicle without a valid driver permit;
3. To a fine in the amount of $100.00 for the NRS 706.462 violation;
4. That the suspended fine of $50.00 from previous Citation 21270 shall immediately become due and payable; and
5. To waive the requirement that the Authority's final order contain formal Findings of Fact and Conclusions of Law as required under NRS 233B.125.

DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted; and
2. That findings enter against the Respondent for violation of NRS 706.462.

ORDER

**IT IS THEREFORE ORDERED, based on the foregoing:**

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22411, issued to Annie Bananies Wild West Tours, LLC for violation of NRS 706.462 is hereby AFFIRMED;
2. That the *total* fine for Citation 22411 shall be in the amount of One Hundred Dollars and Zero Cents ($100.00);
3. That the suspended fine of $50.00 from previous Citation 21270 shall immediately become due and owing; and

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4. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

NOTICE: In accordance with NAC 706.229 and NAC 706.3751 (both recently amended, see Legislative Counsel Bureau File No. R111-10), you may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) if you fail to pay a fine owed to the Authority, you fail to appear for a hearing on an administrative citation, and/or you are found in violation of the provisions of NRS 706 or NAC 706 more than five times within three years.

NOTICE: Pursuant to NRS 706.772 and NRS 706 483.441, you may have your driver's license suspended by the Nevada Department of Motor Vehicles if you fail to pay the full amount of the administrative fine and any other costs which are due to the Authority as a result of the above final Order.

# Agenda Item# 21

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: the impoundment pursuant to NRS 706.476 of a vehicle registered to and Citations 22426 and 22427 issued to Getachew Hailegiorgis for violations of NRS 706.386 and NRS 706A.280. | ) ) ) ) ) | Impound 3867 and Citations 22426 and 22427 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

On January 27, 2021, a hearing on the above-captioned matters was held before Commissioner George Assad serving in his capacity as Hearing Officer for the Nevada Transportation Authority ("Authority"). The Respondent to Citations 22426 and 22427 and registered owner of the impounded vehicle, Getachew Hailegiorgis, was present and elected to proceed without counsel.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Administrative Code ("NAC") 706.4015, prepared a proposed decision for review by the Authority. Based on that proposed decision, the Authority enters the following final order affirming the decision of the Hearing Officer. Under Nevada Revised Statutes ("NRS") 706.151, the Authority has legal jurisdiction and authority over this matter.

At hearing, the parties knowingly and voluntarily stipulated and agreed as follows:

1. To the admission of Citations 22426 and 22427, the Investigation Report for the Citations and related impound into evidence (identified as State's Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;

2. That Getachew Hailegiorgis is the registered owner of the impounded vehicle in this matter and was present at the hearing regarding said vehicle;
3. That the use of the vehicle in intrastate commerce without a certificate of public convenience and necessity ("CPCN") violated NRS 706.476 (2)(b)(2) and NRS 706.2(b)(3) in that:
    a. No CPCN had been issued authorizing the use of the impounded vehicle in intrastate commerce for passenger transportation; and
    b. The impounded vehicle did not meet the required standards of the Authority;
4. That no CPCN had been issued by the Authority authorizing the operations undertaken by the Respondent in this matter;
5. That the Respondent's actions constituted one violation of NRS 706.386 as alleged and that the impoundment of the vehicle pursuant to NRS 706.476 was proper;
6. That with respect to Citation 22427, the Respondent's actions constituted a violation of NRS 706A.280 (in that he solicited a passenger for off-app transportation);
7. That a fine in the amount of $150.00 be assessed for the impoundment of the vehicle in this matter;
8. That a fine be assessed in the amount of $5,000.00 for the NRS 706.386 violation with $5,000.00 of said fine amount suspended pending no further violations of NRS 706 within two years;
9. That no fine or disqualification be imposed for the NRS 706A.280 violation;
10. That the suspended fine from prior Citation 22283 shall remain in abeyance and the abeyance expiration shall be extended for an additional year; and
11. To waive the requirement that the Authority's final order contain formal Findings of Fact and Conclusions of Law as required under NRS 233B.125 (waiver entered as Exhibit 2).

## DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted;
2. That the impoundment of the vehicle be deemed proper under NRS 706.476;
3. That findings enter against the Respondent for one violation of NRS 706.386, relating to operating as a fully regulated carrier without authority and for one violation of NRS 706A.280, relating to providing passenger transportation services outside the TNC application.

## ORDER

**IT IS THEREFORE ORDERED, based on the foregoing:**

1. That the recommendation of the Hearing Officer with regard to the impoundment of the vehicle pursuant to NRS 706.476 is hereby AFFIRMED;
2. That the recommendation of the Hearing Officer for Administrative Citations and Verified Complaint 22426 and 22427, issued to Getachew Hailegiorgis for violations of NRS 706.386 and NRS 706A.280, is hereby AFFIRMED;
3. That a fine in the amount of One Hundred Fifty Dollars and Zero Cents ($150.00) be assessed for the impoundment of the vehicle in this matter;
4. That the *total* fine for Citation 22426 shall be in the amount of Five Thousand Dollars and Zero Cents ($5,000.00), with Five Thousand Dollars and Zero Cents ($5,000.00) of said fine amount to be suspended pending no further NRS 706 violations within two years;
5. That *no fine* or disqualification be imposed for Citation 22427 for the NRS 706A.280 violation;
6. That the suspended fine from prior Citation 22283 shall remain in abeyance and the abeyance expiration shall be extended for an additional year;

7. That the Respondent is to immediately **CEASE AND DESIST** any and all use of the impounded vehicle in violation of the provisions of NRS 706;
8. That the Respondent is to immediately **CEASE AND DESIST** any and all operation in violation of NRS 706.386; and
9. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

NOTICE: In accordance with NAC 706.229 and NAC 706.3751 (both recently amended, see Legislative Counsel Bureau File No. R111-10), you may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) if you fail to pay a fine owed to the Authority, you fail to appear for a hearing on an administrative citation, and/or you are found in violation of the provisions of NRS 706 or NAC 706 more than five times within three years.

NOTICE: Pursuant to NRS 706.772 and NRS 706 483.441, you may have your driver's license suspended by the Nevada Department of Motor Vehicles if you fail to pay the full amount of the administrative fine and any other costs which are due to the Authority as a result of the above final Order.

# Agenda Item# 22

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

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|---|---|---|
| In Re: Citation 23051 issued to Yellow Cab for violation of NAC 706.360. | ) ) ) | Citation 23051 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

On January 6, 2021, a hearing on the above-captioned matter was held before Commissioner George Assad, serving in his capacity as Hearing Officer for the Nevada Transportation Authority ("Authority"). The Respondent, Yellow Cab was present through their Human Resources Manager, Mercy Medina. Ms. Medina elected to proceed without legal counsel.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Administrative Code ("NAC") 706.4015, prepared a proposed decision for review by the Authority. Based on that proposed decision, the Authority enters the following final order affirming the decision of the Hearing Officer. Under Nevada Revised Statutes ("NRS") 706.151, the Authority has legal jurisdiction and authority over this matter.

At hearing, the parties knowingly and voluntarily stipulated and agreed as follows:

1. To admit into evidence the Citation 23051 and the related Investigation Report (marked as State's Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;

2. That the Respondent's actions constituted violation of NAC 706.360 related to use of a vehicle beyond the scope of authority;
3. To a fine in the amount of $1,000.00 for the NAC 706.360 violation with $800.00 of said fine amount suspended pending no further violations of NAC 706.360 within two years and timely payment of the fine amount;
4. That suspended fines from prior Citations 20863 and 20819 shall remain in abeyance for a future violation; and
5. To waive the requirement that the Authority's final order contain formal Findings of Fact and Conclusions of Law as required under NRS 233B.125.

DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted; and
2. That findings enter against the Respondent for violation of NAC 706.360.

ORDER

**IT IS THEREFORE ORDERED, based on the foregoing:**

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 23051, issued to Yellow Cab for violation of NAC 706.360, is hereby AFFIRMED;
2. That the *total* fine for Citation 23051 shall be in the amount of One Thousand Dollars and Zero Cents ($1,000.00) with Eight Hundred Dollars and Zero Cents ($800.00) of said fine amount to be suspended pending no further NAC 706.360 violations within two years and timely payment of the fine amount;

3. That the suspended fines from prior Citations 20863 and 20819 shall remain in abeyance for a future violation; and
4. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

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George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

NOTICE: In accordance with NAC 706.229 and NAC 706.3751 (both recently amended, see Legislative Counsel Bureau File No. R111-10), you may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) if you fail to pay a fine owed to the Authority, you fail to appear for a hearing on an administrative citation, and/or you are found in violation of the provisions of NRS 706 or NAC 706 more than five times within three years.

NOTICE: Pursuant to NRS 706.772 and NRS 706 483.441, you may have your driver's license suspended by the Nevada Department of Motor Vehicles if you fail to pay the full amount of the administrative fine and any other costs which are due to the Authority as a result of the above final Order.

# Agenda Item# 23

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

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| In re: Citation 21452 issued to Blake Peterson for a violation of NRS 706.462. | ) | Citation 21452 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

On January 20, 2021, a hearing on the above-captioned matter was held before Commissioner David Newton, serving in his capacity as Hearing Officer for the Nevada Transportation Authority ("Authority"). The Respondent, Blake Peterson was present and elected to proceed without counsel.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Administrative Code ("NAC") 706.4015, prepared a proposed decision for review by the Authority. Based on that proposed decision, the Authority enters the following final order affirming the decision of the Hearing Officer. Under Nevada Revised Statutes ("NRS") 706.151, the Authority has legal jurisdiction and authority over this matter.

At hearing, the parties knowingly and voluntarily stipulated and agreed as follows:

1. To admit into evidence the Citation 21452 and the related Investigation Report (marked as State's Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;

2. That the Respondent's actions constituted one violation of NRS 706.462 related to operating a vehicle with an expired driver permit;
3. To a fine in the amount of $100.00 for the NRS 706.462 violation; and
4. To waive the requirement that the Authority's final order contain formal Findings of Fact and Conclusions of Law as required under NRS 233B.125.

DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted; and
2. That findings enter against the Respondent for violation of NRS 706.462.

ORDER

**IT IS THEREFORE ORDERED, based on the foregoing:**

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 21452, issued to Blake Peterson for violation of NRS 706.462 is hereby AFFIRMED;
2. That the *total* fine for Citation 21452 shall be in the amount of One Hundred Dollars and Zero Cents ($100.00); and

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3. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

NOTICE: In accordance with NAC 706.229 and NAC 706.3751 (both recently amended, see Legislative Counsel Bureau File No. R111-10), you may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) if you fail to pay a fine owed to the Authority, you fail to appear for a hearing on an administrative citation, and/or you are found in violation of the provisions of NRS 706 or NAC 706 more than five times within three years.

NOTICE: Pursuant to NRS 706.772 and NRS 706 483.441, you may have your driver's license suspended by the Nevada Department of Motor Vehicles if you fail to pay the full amount of the administrative fine and any other costs which are due to the Authority as a result of the above final Order.

# Agenda Item# 24

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

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|---|---|---|
| In re: Citation 22197 and 22198 issued to United Moving Solutions, Inc. d/b/a United Moving Solutions for violations of NAC 706.2473 ref. 49 CFR 382.305, NAC 706.2473 ref. 49 CFR 382.301 (4 counts), NAC 706.2473 ref. 49 CFR 391.23 (4 counts) and NAC 706.311. | ) ) ) ) | Citation 22197 and 22198 |

_____

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

On January 20, 2021, a hearing on the above-captioned matter was held before Commissioner David Newton, serving in his capacity as Hearing Officer for the Nevada Transportation Authority ("Authority"). The Respondent, United Moving Solutions, Inc. d/b/a United Moving Solutions was present through its Operations Manager, Vladimir Shalin. Mr. Shalin elected to proceed without counsel.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Administrative Code ("NAC") 706.4015, prepared a proposed decision for review by the Authority. Based on that proposed decision, the Authority enters the following final order affirming the decision of the Hearing Officer. Under Nevada Revised Statutes ("NRS") 706.151, the Authority has legal jurisdiction and authority over this matter.

At hearing, the parties knowingly and voluntarily stipulated and agreed as follows:

1. To admit into evidence the Citations 22197 and 22198 and the related Investigation Reports (marked as State's Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;
2. That the Respondent's actions constituted one violation of NAC 706.2473 ref. 49 CFR 382.305, related to failure to enroll in a drug testing consortium, NAC 706.2473 ref. 49 CFR 382.301 (4 counts), related to failure to conduct pre-employment drug testing, NAC 706.2473 ref. 49 CFR 391.23 (4 counts) related to failure to conduct inquiry to previous employer within 30 days of hire and NAC 706.311, related to charging fees not on approved tariff;
3. With respect to Citation 22197, a fine in the amount of $100.00 for the NAC 706.2473 ref. 49 CFR 382.305 violation and a fine in the amount of $400.00 for the NAC 706.2473 ref. 49 CFR 382.301 (4 counts) violations, for a total fine in the amount of $500.00;
4. With respect to Citation 22198, a fine in the amount of $400.00 for the NAC 706.2473 ref. 49 CFR 391.23 (4 counts) violations and a fine in the amount of $200.00 for the NAC 706.311 violation for a total fine in the amount of $600.00;
5. That the suspended fine of $50.00 from prior Citation 22229 shall immediately become due and owing; and
6. To waive the requirement that the Authority's final order contain formal Findings of Fact and Conclusions of Law as required under NRS 233B.125.

## DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted; and

2. That findings enter against the Respondent for violation of NAC 706.2473 ref. 49 CFR 382.305, NAC 706.2473 ref. 49 CFR 382.301 (4 counts), NAC 706.2473 ref. 49 CFR 391.23 (4 counts) and NAC 706.311.

ORDER

**IT IS THEREFORE ORDERED, based on the foregoing:**

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22197 and 22198, issued to United Moving Solutions, Inc. d/b/a United Moving Solutions for violation of NAC 706.2473 ref. 49 CFR 382.305, NAC 706.2473 ref. 49 CFR 382.301 (4 counts), NAC 706.2473 ref. 49 CFR 391.23 (4 counts) and NAC 706.311, is hereby AFFIRMED;
2. That the *total* fine for Citation 22197 and 22198 shall be in the amount of One Thousand One Hundred Dollars and Zero Cents ($1,100.00);
3. That the suspended fine of $50.00 from prior Citation 22229 shall immediately become due and owing; and

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4. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

NOTICE: In accordance with NAC 706.229 and NAC 706.3751 (both recently amended, see Legislative Counsel Bureau File No. R111-10), you may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) if you fail to pay a fine owed to the Authority, you fail to appear for a hearing on an administrative citation, and/or you are found in violation of the provisions of NRS 706 or NAC 706 more than five times within three years.

NOTICE: Pursuant to NRS 706.772 and NRS 706 483.441, you may have your driver's license suspended by the Nevada Department of Motor Vehicles if you fail to pay the full amount of the administrative fine and any other costs which are due to the Authority as a result of the above final Order.

# Agenda Item# 25

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

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|---|---|---|
| In re: Citation 22231 issued to Strip Limo, LLC for a violation of NRS 706.398 1(a). | ) | Citation 22231 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

On January 20, 2021, a hearing on the above-captioned matter was held before Commissioner David Newton, serving in his capacity as Hearing Officer for the Nevada Transportation Authority ("Authority"). The Respondent, Strip Limo, LLC was present through their Owner and legal counsel, Brent Carson, Esq.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Administrative Code ("NAC") 706.4015, prepared a proposed decision for review by the Authority. Based on that proposed decision, the Authority enters the following final order affirming the decision of the Hearing Officer. Under Nevada Revised Statutes ("NRS") 706.151, the Authority has legal jurisdiction and authority over this matter.

At hearing, the parties knowingly and voluntarily stipulated and agreed as follows:

1. To admit into evidence the Citation 22231 and the related Investigation Report (marked as State's Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;

2. That the Respondent's actions constituted one violation of NRS 706.398 1(a) related to failure to file a 2019 annual report by May 15, 2020 as required;
3. To a fine in the amount of $200.00 for the NRS 706.398 1(a) violation; and
4. To waive the requirement that the Authority's final order contain formal Findings of Fact and Conclusions of Law as required under NRS 233B.125.

DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted; and
2. That findings enter against the Respondent for violation of NRS 706.398 1(a).

ORDER

**IT IS THEREFORE ORDERED, based on the foregoing:**

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22231, issued to Strip Limo, LLC for violation of NRS 706.398 1(a) is hereby AFFIRMED;
2. That the *total* fine for Citation 22231 shall be in the amount of Two Hundred Dollars and Zero Cents ($200.00); and

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3. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

NOTICE: In accordance with NRS 706.398 1(A) and NAC 706.3751 (both recently amended, see Legislative Counsel Bureau File No. R111-10), you may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) if you fail to pay a fine owed to the Authority, you fail to appear for a hearing on an administrative citation, and/or you are found in violation of the provisions of NRS 706 or NAC 706 more than five times within three years.

NOTICE: Pursuant to NRS 706.772 and NRS 706 483.441, you may have your driver's license suspended by the Nevada Department of Motor Vehicles if you fail to pay the full amount of the administrative fine and any other costs which are due to the Authority as a result of the above final Order.

# Agenda Item# 26

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

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|---|---|---|
| In Re: Citation 22298 issued to Prestige Transportation, LLC d/b/a Prestige Transportation for violation of NAC 706.360. | ) ) ) | Citation 22298 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

On January 20, 2021, a hearing on the above-captioned matter was held before Commissioner David Newton, serving in his capacity as Hearing Officer for the Nevada Transportation Authority ("Authority"). The Respondent, Prestige Transportation, LLC d/b/a Prestige Transportation, was present by and through their legal counsel James Kent, Esq.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Administrative Code ("NAC") 706.4015, prepared a proposed decision for review by the Authority. Based on that proposed decision, the Authority enters the following final order affirming the decision of the Hearing Officer. Under Nevada Revised Statutes ("NRS") 706.151, the Authority has legal jurisdiction and authority over this matter.

At hearing, the parties knowingly and voluntarily stipulated and agreed as follows:

1. To the admission of Citation 22298 and the Investigation Report for the Citation into evidence (identified as State's Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;
2. That the Respondent's actions constituted violation of NAC 706.360 related to use of vehicle beyond the scope of authority; and

3. To waive the requirement that the Authority's final order contain formal Findings of Fact and Conclusions of Law as required under NRS 233B.125.

Authority Staff recommended the following fines and remedies:

1. A fine in the amount of $$200.00 for the NAC 706.360 violation;
2. The suspended fine of $100.00 from prior Citation 21184 become due and payable.

## DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted;
2. That findings enter against the Respondent for one violation of NAC 706.360;
3. That a fine in the amount of $200.00 be assessed for the NAC 706.360 violation.
4. That the suspended fine of $100.00 from prior Citation 21184 remain in abeyance to be triggered by a future violation.

## ORDER

**IT IS THEREFORE ORDERED, based on the foregoing:**

1. That the recommendation of the Hearing Officer regarding Administrative Citation and Verified Complaint 22298, issued to Prestige Transportation, LLC d/b/a Prestige Transportation for violation of NAC 706.360, is hereby AFFIRMED;
2. That the *total* fine for Citation Number 22298 shall be in the amount of Two Hundred Dollars and Zero Cents ($200.00);
3. That the suspended fine of $100.00 from prior Citation 21184 remain in abeyance to be triggered by a future violation; and

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4. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

NOTICE: In accordance with NAC 706.229 and NAC 706.3751 (both recently amended, see Legislative Counsel Bureau File No. R111-10), you may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) if you fail to pay a fine owed to the Authority, you fail to appear for a hearing on an administrative citation, and/or you are found in violation of the provisions of NRS 706 or NAC 706 more than five times within three years.

NOTICE: Pursuant to NRS 706.772 and NRS 706 483.441, you may have your driver's license suspended by the Nevada Department of Motor Vehicles if you fail to pay the full amount of the administrative fine and any other costs which are due to the Authority as a result of the above final Order.

# Agenda Item# 27

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: The Application of Up in the Attic, LLC d/b/a #1 Wolfpack Towing and Recovery for a certificate of public convenience and necessity to provide consent and non-consent tow car service within the State of Nevada. | ) | Docket 20-08013 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

## COMPLIANCE ORDER

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on August 14, 2020, Up in the Attic, LLC d/b/a #1 Wolfpack Towing and Recovery ("Applicant") filed with the Authority an Application to provide consent and non-consent tow car service by tow car vehicle within the State of Nevada. Said Application was designated as Docket 20-08013.
2. That the Application was properly noticed to the public and there were no petitions for leave to intervene or protests filed.
3. That based upon all the records relating to the Application, after investigation and pursuant to NRS 706.4463:
    a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
    b. The Applicant complies with the requirements set forth in NRS 706.4463.

c. The operation contemplated by Applicant will be consistent with the public interest and will not operate to defeat the legislative policy set forth in NRS 706.151.

**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. Upon full compliance with the conditions of this Order, a Certificate of Public Convenience and Necessity identified as **CPCN 7448** shall be issued to Up in the Attic, LLC d/b/a #1 Wolfpack Towing and Recovery as specified below:

> On-call, irregular route transportation of vehicles requiring tow car service by tow car vehicle;
>
> Between points and places within the State of Nevada.

2. Before issuance of the Certificate referred to hereinabove, the Applicant shall be required to:

   a. Avoid material changes in any conditions relied upon by the Authority in its determination of operational fitness and immediately report to Authority Staff any such material changes, should they occur.

   b. File with the Authority evidence, (Form E) in the Applicant's name.

   c. File with the Authority the necessary insurance (Certificate of Insurance) describing the liability limits and vehicle(s) covered.

   d. Make vehicle(s) available for inspection by Enforcement Staff to ensure that they are properly registered in the motor carrier's name, display the CPCN number, logo and/or name of the motor carrier and any other required markings in accordance with NAC 706.170 and NAC 706.412. Provide copies of the insurance cab card, annual (USDOT) vehicle inspections, titles and registrations.

   e. Ensure driver qualification files are setup in accordance with CFR 391.51. Explain and make available for review, the set-up for the time tracking method put into place. Ensure that all drivers have pre-employment drug testing in accordance with Part 40 and CFR 382.301. Make available to Enforcement Staff, inspection of their business and vehicle domiciles, if different from their business location.

   f. Ensure vehicle maintenance files are setup in accordance with CFR 396.

   g. If vehicles are to be parked at a residence, provide either a signed letter by an authorized officer of the homeowner's association (HOA) or if there no HOA, then a signed letter by an authorized officer of the city/county office of parking and code enforcement where

the residence is located. The letter shall identify the applicant, identify and describe the vehicle(s) and identify the residence address.

h. Provide a copy of the tow bill in accordance with NAC 706.420 which includes the CPCN number granted.

i. Provide a copy of the contract between Applicant and the laboratory that will perform and monitor the substance abuse program. If the owner will also serve as driver, the Contract must require the laboratory to provide results of positive drug/alcohol tests directly to the Authority.

j. Provide a copy of a dispatch log in accordance with NAC 706.430.

k. Make tow yard available for inspection by Enforcement Staff.

l. Provide a copy of the tariff for approval by the Financial Analyst, which includes a description of the authority granted, CPCN number, and the name, address, and phone number of the Applicant.

m. Apply for Tow Car Plates and pay any and all associated fees.

n. Provide a copy of the Amber Light Permit.

o. Provide for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the Covid-19 Pandemic.

p. Provide evidence of a contract with Auto Return if you will be charging the tariff rate for the Administrative Fee for Law Enforcement Tows.

q. Pursuant to NAC 706.1355, reimburse the Authority for the costs of noticing related to the Application.

3. Compliance with the foregoing requirements must be made NO LATER THAN 120 days after issuance of this Order. If the Applicant fails to comply within 120 days after issuance of this Order, the Deputy Commissioner may vacate this Order and dismiss this Application.

4. This Order does not constitute operating authority. **Performance of the transportation services contemplated by this Order may not be instituted prior to the issuance of the Certificate referred to hereinabove.**

5. If the Applicant is cited by the Authority for any violation of NRS 706 or NAC 706 prior to the issuance of the Certificate referred to hereinabove, the Deputy Commissioner shall vacate this Order and dismiss this Application unless the Authority orders otherwise.
6. The Deputy Commissioner shall be authorized to issue a Certificate of Public Convenience and Necessity upon Applicant's compliance with all requirements set forth hereinabove.
7. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

# STATE OF NEVADA
## TRANSPORTATION AUTHORITY
## BACKGROUND INVESTIGATION FOR NON-FULLY REGULATED CARRIERS

| | |
|---|---|
| **DOCKET NUMBER: 20-08013** | **DATE APPLICATION WAS FILED: 08/14/20** |
| **APPLICANT:** KEYNA CORNELL | **TITLE:** OWNER |
| **COMPANY NAME:** UP IN THE ATTIC, LLC dba #1 WOLFPACK TOWING AND RECOVERY | |
| **ADDRESS:** 400 S. 4TH ST. #716, GOLDFIELD, NV 80013 | |
| **PHONE NUMBERS:** 702-271-3537 | |
| **INVESTIGATOR:** M. BURTON | **DATE ASSIGNED:** 08/20/20 |

**GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)**

| WHAT TYPE OF SERVICE IS PROPOSED? | |
|---|---|
| Charter Bus | |
| *Tow Car | X |
| ***Consent** | X |
| ***Non-Consent** | X |

| **IS APPLICANT PRESENTLY PROVIDING ANY TYPE OF SERVICE:** | **YES** | | **NO** | **X** | **What type of service?** | |
|---|---|---|---|---|---|---|
| Charter Limousine | | Charter Bus | | Contract Carrier | | Airport Transfer | |
| Scenic Tours | | Special Services | | Taxi | | Tow Car | |
| HHG | | NEMT | | US DOT Authority | | Other States | |

| | **Exhibit** |
|---|---|
| **Attach completed Application Oath page as Exhibit A** | **A** |

| **IDENTIFY OWNERSHIP STRUCTURE OF THE PROPOSED OPERATIONS** | | | | | | | |
|---|---|---|---|---|---|---|---|
| Corporation | | LLC | X | Partnership | | Sole Proprietorship | |

**Identify each owner and their percentage of ownership:**
KEYNA CORNELL – 100%

| | **Exhibit** |
|---|---|
| **Attach as an exhibit, appropriate proof of ownership interest where applicable** | **B** |

**Briefly describe the responsibilities of each owner.**
KEYNA CORNELL – DRIVER, DAILY OPERATIONS, HIRING/FIRING, TRAINING, SCHEDULING, PAYROLL, DRIVER QUALIFICATION FILES, VEHICLE MAINTENANCE FILES

| | | | | |
|---|---|---|---|---|
| **Has the criminal background check disclosed any issue of concern?** | **YES** | | **NO** | **X** |
| **Name(s):** KEYNA CORNELL, DERICK CORNELL | | | | |
| **Has there been any previous NTA enforcement action? (Including against the companies drivers)** | **YES** | **X** | **NO** | |
| **Does the Applicant have USDOT Authority? (If so, include the SAFER printout as exhibit)** | **YES** | **X** | **NO** | |
| **Is Applicant operating in another state?** | **YES** | | **NO** | **X** |
| If so, which State and under what type of Authority? (explain) | | | | |

ENTERED 11/6/20 DT

| | Exhibit |
|---|---|
| If so, attach copies of Enforcement Database Printout(s). If more than 5 citations include summary listing the citation number, fine amounts and date of issuance, NAC or NRS, or CFR violations. Attach copies of MC/USDOT rating. | C |

| | Exhibit |
|---|---|
| If the Applicant will be operating under a fictitious firm name, attach a copy of their fictitious firm name filing. | D |

**Identify key personnel who have no ownership interest and briefly describe their responsibilities:**
DERICK CORNELL – DRIVER, HIRING/FIRING, TRAINING

**Describe the type and number of vehicles the applicant intends to operate:**

**A. Type of Vehicles:** 2013 FORD F-650 SUPER DUTY

**B. Number of Vehicles:** 1-3

| | Exhibit |
|---|---|
| Attach photographs of vehicles as an exhibit. | E |
| If available, provide copies of vehicle titles and registration. COMPLIANCE | |

**Describe the facilities to be used for this operation:** COMMERCIAL OFFICE AND STORAGE

**Address (If Known):** 119 EUCLID AVE., GOLDFIELD, NV 89013

| | | | | |
|---|---|---|---|---|
| Does the Applicant have an acceptable Timekeeping method? | YES | X | NO | |
| If Yes, Describe: ELECTRONIC DISPATCHING PROGRAM | | | | |

| | | | | |
|---|---|---|---|---|
| Does the Applicant plan to store their vehicles at a location other than their business domicile? | YES | | NO | X |
| Provide address (If known): | | | | |

| | | | | |
|---|---|---|---|---|
| Does the Applicant understand the operating authority sought, and is their plans consistent with the applied authority? | YES | X | NO | |
| Can the Applicant secure insurance as required by NAC 706.191? | YES | X | NO | |

| | Exhibit |
|---|---|
| Attach appropriate proof of insurance, or ability to obtain, as an exhibit. | F |

| | Exhibit |
|---|---|
| Attach copies of the Applicant's charter orders, tow bill, tow invoice (whichever is applicable) and for tow companies only, a copy of a tariff. | G |

| | | | | |
|---|---|---|---|---|
| Does the Applicant understand the requirements contained within 49 CFR 391.51 as they pertain to the establishment and maintenance driver qualification files? | YES | X | NO | |
| Does the Applicant understand the requirements contained within 49 CFR 396 as they pertain to the establishment and maintenance of vehicle maintenance records? | YES | X | NO | |
| Does the Applicant understand the requirement that pertain to the establishment of a substance abuse policy/program as contained in 49 CFR Parts 40, 382? | YES | X | NO | |
| Has the Applicant contracted with a laboratory to perform and monitor their substance abuse program? COMPLIANCE | YES | | NO | X |
| If so, which laboratory? | | | | |

| Has the Applicant signed the NTA Knowledge Statement? | YES | X | NO | |
|---|---|---|---|---|
| | | | | Exhibit |
| Attach signed Knowledge Statement. | | | | H |

| COMPLIANCE ITEMS | |
|---|---|
| 1 | Avoid Material Changes |
| 2 | File with the Authority evidence, (Form E), or required insurance in Applicant's name. |
| 3 | File with the Authority the necessary insurance (Certificate of Insurance), describing liability limits, and vehicles covered. |
| 4 | Make vehicle(s) available for inspection by Enforcement Staff to ensure that they properly display the CPCN number, name of company, and other required markings, in accordance with NAC 706.170, and NAC 706.412. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles, and registrations. |
| 6 | Ensure Driver qualification files are setup in accordance with CFR 391.51. Make available to Enforcement Staff for inspection of their business and vehicle domiciles. Ensure all drivers have pre-employment drug testing in accordance with Title 49, Parts 40, and 382. Explain and make available for inspection set-up of time tracking method put into place. |
| 7 | Ensure vehicle maintenance files are set up in accordance with CFR 396. |
| 8 | If vehicles are to be parked at residence, applicant shall produce 1) a letter signed by an authorized officer of homeowners association (HOA) or 2) if no HOA then a letter signed by an authorized officer of the city (or county) office of parking and code enforcement where the residence is located. The letter shall identify the applicant, identify and describe the vehicle(s) and identify the residence address. |
| 10 | File a copy of tow bill in accordance with NAC 706.420 |
| 11 | File a copy of dispatch log in accordance with NAC 706.430 |
| 12 | File a tariff for review/approval by the Financial Analyst, which includes a description of the authority granted, CPCN number, and the name and address of the Applicant. |
| 13 | (Non-Consent tows) Inspect tow yard and attach inspection sheet. |
| 14 | (TOW CAR) Apply for a tow car plate(s). |
| 15 | (TOW CAR) Provide copy of Amber light Permit. |
| 16 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program. |
| 17 | Reimburse the Authority for the cost of noticing fees of the application. |

*

| | | |
|---|---|---|
| INVESTIGATOR: | M. Burton | DATE: 10/22/20 |
| REVIEWED BY SUPERVISOR: | Renè Reyes | DATE: 10/26/20 |
| REVIEWED BY APPLICATION MANAGER | | DATE: 10/31/20 |

**A listed EXHIBIT, (A, B, C etc), is the documentary evidence of the requirement being met. If a requirement has not been met, the EXHIBIT category will be left blank and it will be checked as a compliance item. Questions that do not apply to the Applicant the EXHIBIT category will be marked as NA.**

Rev 07/31/2019

* Provide Evidence of a contract if charging for Administrative fee for Law enforcement tows.

# Agenda Item# 28

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: The Application of Nevada's Finest Towing, LLC for a certificate of public convenience and necessity to provide consent-only tow car service within the State of Nevada. | ) | Docket 20-08022 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

## COMPLIANCE ORDER

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on August 21, 2020, Nevada's Finest Towing, LLC ("Applicant") filed with the Authority an Application to provide consent-only tow car service by tow car vehicle within the State of Nevada. Said Application was designated as Docket 20-08022.
2. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.
3. That based upon all the records relating to the Application, after investigation and pursuant to NRS 706.4463:
    a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
    b. The Applicant complies with the requirements set forth in NRS 706.4463.
    c. The operation contemplated by Applicant will be consistent with the public interest and will not operate to defeat the legislative policy set forth in NRS 706.151.

**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. Upon full compliance with the conditions of this Order, a Certificate of Public Convenience and Necessity identified as **CPCN 7457 s**hall be issued to Nevada's Finest Towing, LLC as specified below:

   On-call, irregular route transportation of vehicles requiring tow car service by tow car vehicle;

   Between points and places within the State of Nevada.

   Restriction: Holder shall perform consent-only tows.

2. Before issuance of the Certificate referred to hereinabove, the Applicant shall be required to:

   a. Avoid material changes in any conditions relied upon by the Authority in its determination of operational fitness and immediately report to Authority Staff any such material changes, should they occur.

   b. File with the Authority evidence, (Form E) in the Applicant's name.

   c. File with the Authority the necessary insurance (Certificate of Insurance) describing the liability limits and vehicle(s) covered.

   d. Make vehicle(s) available for inspection by Enforcement Staff to ensure that they are properly registered in the motor carrier's name, display the CPCN number, logo and/or name of the motor carrier and any other required markings in accordance with NAC 706.170 and NAC 706.412. Provide copies of the insurance cab card, annual (USDOT) vehicle inspections, titles and registrations.

   e. Ensure driver qualification files are setup in accordance with CFR 391.51. Explain and make available for review, the set-up for the time tracking method put into place. Ensure that all drivers have pre-employment drug testing in accordance with Part 40 and CFR 382.301. Make available to Enforcement Staff, inspection of their business and vehicle domiciles, if different from their business location.

   f. Provide proof that the Applicant is in compliance with all municipal, county, and homeowners association laws, codes, regulations, and bylaws for the parking or storage of its vehicles.

   g. Ensure vehicle maintenance files are setup in accordance with CFR 396.

h. Provide a copy of the tow bill which includes the CPCN number granted.

i. Provide a copy of the contract between Applicant and the laboratory that will perform and monitor the substance abuse program. If the owner will also serve as driver, the Contract must require the laboratory to provide results of positive drug/alcohol tests directly to the Authority.

j. Provide a copy of a dispatch log in accordance with NRS 706.4465.

k. File a tariff for approval by the Financial Analyst, which includes a description of the authority granted, CPCN number, and the name, address, and phone number of the Applicant.

l. Apply for Tow Car Plates and pay any and all associated fees.

m. Provide a copy of the Amber Light Permit.

n. Provide for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the Covid-19 Pandemic.

o. Provide a copy of the operating agreement that agrees with the member certificate provided in the application.

p. Pursuant to NAC 706.1355, reimburse the Authority for the costs of noticing related to the Application.

3. Compliance with the foregoing requirements must be made NO LATER THAN 120 days after issuance of this Order. If the Applicant fails to comply within 120 days after issuance of this Order, the Deputy Commissioner may vacate this Order and dismiss this Application.

4. This Order does not constitute operating authority. **Performance of the transportation services contemplated by this Order may not be instituted prior to the issuance of the Certificate referred to hereinabove.**

5. If the Applicant is cited by the Authority for any violation of NRS 706 or NAC 706 prior to the issuance of the Certificate referred to hereinabove, the Deputy Commissioner shall vacate this Order and dismiss this Application unless the Authority orders otherwise.

6. The Deputy Commissioner shall be authorized to issue a Certificate of Public Convenience and Necessity upon Applicant's compliance with all requirements set forth hereinabove.
7. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

# STATE OF NEVADA
## TRANSPORTATION AUTHORITY
## BACKGROUND INVESTIGATION FOR NON-FULLY REGULATED CARRIERS

| | |
|---|---|
| **DOCKET NUMBER:** 20-08022 | **DATE APPLICATION WAS FILED:** 08/21/2020 |
| **APPLICANT:** Nicole Patterson | **TITLE:** Owner |
| **COMPANY NAME:** Nevada's Finest Towing, LLC | |
| **ADDRESS:** 416 Martha St., Las Vegas, NV 89110 | |
| **PHONE NUMBERS:** 775-910-8496 | |
| **INVESTIGATOR:** D. Main | **DATE ASSIGNED:** 09/09/2020 |

## GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)

| WHAT TYPE OF SERVICE IS PROPOSED? | |
|---|---|
| Charter Bus | |
| *Tow Car | X |
| ***Consent** | X |
| ***Non-Consent** | |

| **IS APPLICANT PRESENTLY PROVIDING ANY TYPE OF SERVICE:** | | | | | **YES** | | **NO** | X | **What type of service?** | |
|---|---|---|---|---|---|---|---|---|---|---|
| Charter Limousine | | Charter Bus | | Contract Carrier | | | | | Airport Transfer | |
| Scenic Tours | | Special Services | | Taxi | | | | | Tow Car | |
| HHG | | NEMT | | US DOT Authority | | | | | Other States | |

| | **Exhibit** |
|---|---|
| **Attach completed Application Oath page as Exhibit A** | **A** |

| **IDENTIFY OWNERSHIP STRUCTURE OF THE PROPOSED OPERATIONS** | | | | | | | |
|---|---|---|---|---|---|---|---|
| Corporation | | LLC | X | Partnership | | Sole Proprietorship | |

**Identify each owner and their percentage of ownership:**

Nicole Patterson – 100%

| | **Exhibit** |
|---|---|
| **Attach as an exhibit, appropriate proof of ownership interest where applicable** | **B** |

**Briefly describe the responsibilities of each owner.**

Ms. Patterson will be responsible for all day to day operations of the business to include maintain the driver qualification, vehicle maintenance files and all other related duties. She plans to hire someone to train her drivers as she hires them. She will be responsible for all hiring and firing of the drivers along with her manager.

| | | | | |
|---|---|---|---|---|
| **Has the criminal background check disclosed any issue of concern?** | **YES** | | **NO** | X |
| **Name(s):** Nicole Patterson, Owner – no issues of concern noted; Stephanie Novak, Manager – no issues of concern | | | | |
| **Has there been any previous NTA enforcement action? (Including against the companies' drivers)** | **YES** | | **NO** | X |
| **Does the Applicant have USDOT Authority? (If so, include the SAFER printout as exhibit)** | **YES** | | **NO** | X |
| **Is Applicant operating in another state?** | **YES** | | **NO** | X |
| If so, which State and under what type of Authority? (explain) | | | | |

ENTERED 12/4/21 AT/INITIAL

| | Exhibit |
|---|---|
| If so, attach copies of Enforcement Database Printout(s). If more than 5 citations include summary listing the citation number, fine amounts and date of issuance, NAC or NRS, or CFR violations. Attach copies of MC/USDOT rating. | N/A |

| | Exhibit |
|---|---|
| If the Applicant will be operating under a fictitious firm name, attach a copy of their fictitious firm name filing. | N/A |

| |
|---|
| Identify key personnel who have no ownership interest and briefly describe their responsibilities: |

| |
|---|
| Describe the type and number of vehicles the applicant intends to operate: |
| A. Type of Vehicles: 2000 International |
| B. Number of Vehicles: 1 |

| | | Exhibit |
|---|---|---|
| Attach photographs of vehicles as an exhibit. | | C |
| If available, provide copies of vehicle titles and registration. | COMPLIANCE | ----- |

| |
|---|
| Describe the facilities to be used for this operation: Residential Home Office |
| Address (If Known):<br>416 Martha Street<br>Las Vegas, NV 89110 |

| | | | | |
|---|---|---|---|---|
| Does the Applicant have an acceptable Timekeeping method? | YES | | NO | X |
| If Yes, Describe: | COMPLIANCE | | | |

| | | | | |
|---|---|---|---|---|
| Does the Applicant plan to store their vehicles at a location other than their business domicile? | YES | | NO | X |
| Provide address (If known): 416 Martha Street, Las Vegas, NV 89110 – applicant was informed of the requirements to store a vehicle at her residential address. She will obtain the proper authorization or obtain a parking space at a commercial storage facility. | | | | |

| | | | | |
|---|---|---|---|---|
| Does the Applicant understand the operating authority sought, and is their plans consistent with the applied authority? | YES | X | NO | |
| Can the Applicant secure insurance as required by NAC 706.191? | YES | X | NO | |

| | Exhibit |
|---|---|
| Attach appropriate proof of insurance, or ability to obtain, as an exhibit. | D |

| | Exhibit |
|---|---|
| Attach copies of the Applicant's charter orders, tow bill, tow invoice (whichever is applicable) and for tow companies only, a copy of a tariff. | E |

| | | | | |
|---|---|---|---|---|
| Does the Applicant understand the requirements contained within 49 CFR 391.51 as they pertain to the establishment and maintenance driver qualification files? | YES | X | NO | |
| Does the Applicant understand the requirements contained within 49 CFR 396 as they pertain to the establishment and maintenance of vehicle maintenance records? | YES | X | NO | |
| Does the Applicant understand the requirement that pertain to the establishment of a substance abuse policy/program as contained in 49 CFR Parts 40, 382? | YES | X | NO | |

| | | | | |
|---|---|---|---|---|
| Has the Applicant contracted with a laboratory to perform and monitor their substance abuse program? | YES | | NO | X |
| If so, which laboratory? | COMPLIANCE | | | |

| | | | | |
|---|---|---|---|---|
| Has the Applicant signed the NTA Knowledge Statement? | YES | X | NO | |
| | | | | Exhibit |
| Attach signed Knowledge Statement. | | | | F |

| COMPLIANCE ITEMS | |
|---|---|
| 1 | Avoid Material Changes |
| 2 | File with the Authority evidence, (Form E), or required insurance in Applicant's name. |
| 3 | File with the Authority the necessary insurance (Certificate of Insurance), describing liability limits, and vehicles covered. |
| 4 | Make vehicle(s) available for inspection by Enforcement Staff to ensure that they properly display the CPCN number, name of company, and other required markings, in accordance with NAC 706.170, and NAC 706.412. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles, and registrations. |
| 6 | Ensure Driver qualification files are setup in accordance with CFR 391.51. Make available to Enforcement Staff for inspection of their business and vehicle domiciles. Ensure all drivers have pre-employment drug testing in accordance with Title 49, Parts 40, and 382. Explain and make available for inspection set-up of time tracking method put into place. |
| 7 | Ensure vehicle maintenance files are set up in accordance with CFR 396. |
| 8 | Provide proof that the Applicant is in compliance with all municipal, county, and homeowners association laws, codes, regulations, and bylaws for the parking or storage of its vehicles. |
| 10 | File a copy of tow invoice which includes the CPCN number granted. |
| 11 | File a copy of dispatch log in accordance with NRS 706.4465 |
| 12 | File a tariff for review/approval by the Financial Analyst, which includes a description of the authority granted, CPCN number, and the name and address of the Applicant. |
| 14 | (TOW CAR) Apply for a tow car plate(s). |
| 15 | (TOW CAR) Provide copy of Amber light Permit. |
| 16 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list. |
| 17 | Provide for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the Covid-19 Pandemic. |
| 18 | Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority. |
| 19 | If vehicles are to be parked at a residence, provide proof that the Applicant is in compliance with all municipal, county, and homeowners association laws, codes, regulations, and bylaws for the parking or storage of its vehicles. |

same

| | |
|---|---|
| INVESTIGATOR: | DATE: 02/01/2021 |
| REVIEWED BY SUPERVISOR: René Rivera | DATE: 2/3/21 |
| REVIEWED BY APPLICATION MANAGER | DATE: 2/4/21 |

**A listed EXHIBIT, (A, B, C etc), is the documentary evidence of the requirement being met. If a requirement has not been met, the EXHIBIT category will be left blank and it will be checked as a compliance item. Questions that do not apply to the Applicant the EXHIBIT category will be marked as NA.**

operating agreement included

# Agenda Item# 29

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: The Application of Alonzo Towing, LLC d/b/a Alonzo Towing for a certificate of public convenience and necessity to provide consent-only tow car service within the State of Nevada. | ) ) ) ) ) | Docket 20-09018 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

## COMPLIANCE ORDER

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on September 16, 2020, Alonzo Towing, LLC d/b/a Alonzo Towing ("Applicant") filed with the Authority an Application to provide consent-only tow car service by tow car vehicle within the State of Nevada. Said Application was designated as Docket 20-09018.
2. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.
3. That based upon all the records relating to the Application, after investigation and pursuant to NRS 706.4463:
    a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
    b. The Applicant complies with the requirements set forth in NRS 706.4463.
    c. The operation contemplated by Applicant will be consistent with the public interest and will not operate to defeat the legislative policy set forth in NRS 706.151.

**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. Upon full compliance with the conditions of this Order, a Certificate of Public Convenience and Necessity identified as **CPCN 7454 s**hall be issued to Alonzo Towing, LLC d/b/a Alonzo Towing as specified below:

   On-call, irregular route transportation of vehicles requiring tow car service by tow car vehicle;

   Between points and places within the State of Nevada.

   Restriction: Holder shall perform consent-only tows.

2. Before issuance of the Certificate referred to hereinabove, the Applicant shall be required to:

   a. Avoid material changes in any conditions relied upon by the Authority in its determination of operational fitness and immediately report to Authority Staff any such material changes, should they occur.

   b. File with the Authority evidence, (Form E) in the Applicant's name.

   c. File with the Authority the necessary insurance (Certificate of Insurance) describing the liability limits and vehicle(s) covered.

   d. Make vehicle(s) available for inspection by Enforcement Staff to ensure that they are properly registered in the motor carrier's name, display the CPCN number, logo and/or name of the motor carrier and any other required markings in accordance with NAC 706.170 and NAC 706.412. Provide copies of the insurance cab card, annual (USDOT) vehicle inspections, titles and registrations.

   e. Ensure driver qualification files are setup in accordance with CFR 391.51. Explain and make available for review, the set-up for the time tracking method put into place. Ensure that all drivers have pre-employment drug testing in accordance with Part 40 and CFR 382.301. Make available to Enforcement Staff, inspection of their business and vehicle domiciles, if different from their business location.

   f. Provide proof that the Applicant is in compliance with all municipal, county, and homeowners association laws, codes, regulations, and bylaws for the parking or storage of its vehicles.

   g. Ensure vehicle maintenance files are setup in accordance with CFR 396.

h. Provide a copy of the tow bill which includes the CPCN number granted.

i. Provide a copy of the contract between Applicant and the laboratory that will perform and monitor the substance abuse program. If the owner will also serve as driver, the Contract must require the laboratory to provide results of positive drug/alcohol tests directly to the Authority.

j. Provide a copy of a dispatch log in accordance with NRS 706.4465.

k. File a tariff for approval by the Financial Analyst, which includes a description of the authority granted, CPCN number, and the name, address, and phone number of the Applicant.

l. Apply for Tow Car Plates and pay any and all associated fees.

m. Provide a copy of the Amber Light Permit.

n. Provide for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the Covid-19 Pandemic.

o. Provide a copy of the operating agreement that agrees with the member certificate provided in the application.

p. Pursuant to NAC 706.1355, reimburse the Authority for the costs of noticing related to the Application.

3. Compliance with the foregoing requirements must be made NO LATER THAN 120 days after issuance of this Order. If the Applicant fails to comply within 120 days after issuance of this Order, the Deputy Commissioner may vacate this Order and dismiss this Application.

4. This Order does not constitute operating authority. **Performance of the transportation services contemplated by this Order may not be instituted prior to the issuance of the Certificate referred to hereinabove.**

5. If the Applicant is cited by the Authority for any violation of NRS 706 or NAC 706 prior to the issuance of the Certificate referred to hereinabove, the Deputy Commissioner shall vacate this Order and dismiss this Application unless the Authority orders otherwise.

6. The Deputy Commissioner shall be authorized to issue a Certificate of Public Convenience and Necessity upon Applicant's compliance with all requirements set forth hereinabove.
7. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

# STATE OF NEVADA
## TRANSPORTATION AUTHORITY
## BACKGROUND INVESTIGATION FOR NON-FULLY REGULATED CARRIERS

| | |
|---|---|
| **DOCKET NUMBER:** 20-09018 | **DATE APPLICATION WAS FILED:** 9/16/20 |
| **APPLICANT:** Salvador Tirada Partida | **TITLE:** Owner |
| **COMPANY NAME:** Alonzo Towing, LLC d/b/a Alonzo Towing | |
| **ADDRESS:** 405 Kane Ave, Las Vegas, NV 89110 | |
| **PHONE NUMBERS:** 702-210-1031 | |
| **INVESTIGATOR:** K. Rayson | **DATE ASSIGNED:** 10/01/20 |

## GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)

| WHAT TYPE OF SERVICE IS PROPOSED? | |
|---|---|
| Charter Bus | |
| *Tow Car | X |
| ***Consent** | X |
| ***Non-Consent** | |

| **IS APPLICANT PRESENTLY PROVIDING ANY TYPE OF SERVICE:** | **YES** | | **NO** | X | **What type of service?** | |
|---|---|---|---|---|---|---|
| Charter Limousine | | Charter Bus | | Contract Carrier | Airport Transfer | |
| Scenic Tours | | Special Services | | Taxi | Tow Car | |
| HHG | | NEMT | | US DOT Authority | Other States | |

| | **Exhibit** |
|---|---|
| **Attach completed Application Oath page as Exhibit A** | A |

| **IDENTIFY OWNERSHIP STRUCTURE OF THE PROPOSED OPERATIONS** | | | | | | | |
|---|---|---|---|---|---|---|---|
| Corporation | | LLC | X | Partnership | | Sole Proprietorship | |

**Identify each owner and their percentage of ownership:**

Salvador Tirada Partida – 100%

| | **Exhibit** |
|---|---|
| **Attach as an exhibit, appropriate proof of ownership interest where applicable** | B |

**Briefly describe the responsibilities of each owner.**

Salvador Tirada Partida will be responsible for all day to day operations. He will maintain Driver Qualification Files and Vehicle Maintenance Files. Mr. Tirada Partida will also be responsible for hiring, firing and driver training.

| | | | | |
|---|---|---|---|---|
| **Has the criminal background check disclosed any issue of concern?** | **YES** | | **NO** | X |
| **Name(s):** Salvador Tirada Partida | | | | |
| **Has there been any previous NTA enforcement action? (Including against the company drivers)** | **YES** | | **NO** | X |
| **Does the Applicant have USDOT Authority? (If so, include the SAFER printout as exhibit)** | **YES** | | **NO** | X |
| **Is Applicant operating in another state?** | **YES** | | **NO** | X |
| If so, which State and under what type of Authority? (explain) | | | | |

| If so, attach copies of Enforcement Database Printout(s). If more than 5 citations include summary listing the citation number, fine amounts and date of issuance, NAC or NRS, or CFR violations. Attach copies of MC/USDOT rating. | Exhibit: N/A |
|---|---|

| If the Applicant will be operating under a fictitious firm name, attach a copy of their fictitious firm name filing. | Exhibit: C |
|---|---|

**Identify key personnel who have no ownership interest and briefly describe their responsibilities:**

None at this time

**Describe the type and number of vehicles the applicant intends to operate:**

**A. Type of Vehicles:**

Flatbed Tow Truck

**B. Number of Vehicles:**

Applicant plans to start operations with one vehicle

| Attach photographs of vehicles as an exhibit. | Exhibit: D |
|---|---|
| If available, provide copies of vehicle titles and registration. | |

**Describe the facilities to be used for this operation:**

The domicile be a home-based business

**Address (If Known):**

405 Kane Ave, Las Vegas, NV 89110

| Does the Applicant have an acceptable Timekeeping method? | YES | X | NO | |
|---|---|---|---|---|

**If Yes, Describe:**

Dispatch log

| Does the Applicant plan to store their vehicles at a location other than their business domicile? | YES | X | NO | |
|---|---|---|---|---|

**Provide address (If known):**

Applicant will secure storage location during compliance

| Does the Applicant understand the operating authority sought, and is their plans consistent with the applied authority? | YES | X | NO | |
|---|---|---|---|---|
| Can the Applicant secure insurance as required by NAC 706.191? | YES | X | NO | |

| Attach appropriate proof of insurance, or ability to obtain, as an exhibit. | Exhibit: E |
|---|---|

| | Exhibit |
|---|---|
| Attach copies of the Applicant's charter orders, tow bill, tow invoice (whichever is applicable) and for tow companies only, a copy of a tariff. | F |

| | | | | |
|---|---|---|---|---|
| Does the Applicant understand the requirements contained within 49 CFR 391.51 as they pertain to the establishment and maintenance driver qualification files? YES | X | | NO | |
| Does the Applicant understand the requirements contained within 49 CFR 396 as they pertain to the establishment and maintenance of vehicle maintenance records? YES | X | | NO | |
| Does the Applicant understand the requirement that pertain to the establishment of a substance abuse policy/program as contained in 49 CFR Parts 40, 382? YES | X | | NO | |
| Has the Applicant contracted with a laboratory to perform and monitor their substance abuse program? YES | | | NO | X |
| If so, which laboratory? | | | | |

| | | | | |
|---|---|---|---|---|
| Has the Applicant signed the NTA Knowledge Statement? YES | X | | NO | |

| | Exhibit |
|---|---|
| Attach signed Knowledge Statement. | G |

| COMPLIANCE ITEMS | |
|---|---|
| 1 | Avoid Material Changes |
| 2 | File with the Authority evidence, (Form E), or required insurance in Applicant's name. |
| 3 | File with the Authority the necessary insurance (Certificate of Insurance), describing liability limits, and vehicles covered. |
| 4 | Make vehicle(s) available for inspection by Enforcement Staff to ensure that they properly display the CPCN number, name of company, and other required markings, in accordance with NAC 706.170, and NAC 706.412. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles, and registrations. |
| 5 | Ensure Driver qualification files are setup in accordance with CFR 391.51. Make available to Enforcement Staff for inspection of their business and vehicle domiciles. Ensure all drivers have pre-employment drug testing in accordance with Title 49, Parts 40, and 382. Explain and make available for inspection set-up of time tracking method put into place. |
| 6 | Ensure vehicle maintenance files are set up in accordance with CFR 396. |
| 7 | Provide proof that the Applicant is in compliance with all municipal, county, and homeowners association laws, codes, regulations, and bylaws for the parking or storage of its vehicles. |
| 8 | File a copy of tow invoice which includes the CPCN number granted. |
| 9 | File a copy of dispatch log in accordance with NRS 706.4465 |
| 10 | File a tariff for review/approval by the Financial Analyst, which includes a description of the authority granted, CPCN number, and the name and address of the Applicant. |
| 11 | Apply for a tow car plate(s). |
| 12 | Provide copy of Amber light Permit. |
| 13 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list. |
| 14 | Provide for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the Covid-19 Pandemic. |
| 15 | Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority. |

16. Provide a copy of operating agreement that traces to membership certificate.

| | |
|---|---|
| INVESTIGATOR: | DATE: 2/9/2021 |
| REVIEWED BY SUPERVISOR: Remi Rivera | DATE: 2/9/21 |
| REVIEWED BY APPLICATION MANAGER | DATE: 2/16/21 |

A listed EXHIBIT, (A, B, C etc), is the documentary evidence of the requirement being met. If a requirement has not been met, the EXHIBIT category will be left blank and it will be checked as a compliance item. Questions that do not apply to the Applicant the EXHIBIT category will be marked as NA.

# Agenda Item# 30

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: The Application of STJ Towing, LLC for a certificate of public convenience and necessity to provide consent-only tow car service within the State of Nevada. | ) | Docket 20-09019 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

## COMPLIANCE ORDER

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on September 16, 2020, STJ Towing, LLC ("Applicant") filed with the Authority an Application to provide consent-only tow car service by tow car vehicle within the State of Nevada. Said Application was designated as Docket 20-09019.
2. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.
3. That based upon all the records relating to the Application, after investigation and pursuant to NRS 706.4463:
    a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
    b. The Applicant complies with the requirements set forth in NRS 706.4463.
    c. The operation contemplated by Applicant will be consistent with the public interest and will not operate to defeat the legislative policy set forth in NRS 706.151.

**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. Upon full compliance with the conditions of this Order, a Certificate of Public Convenience and Necessity identified as **CPCN 7458 s**hall be issued to STJ Towing, LLC as specified below:

   On-call, irregular route transportation of vehicles requiring tow car service by tow car vehicle;

   Between points and places within the State of Nevada.

   Restriction: Holder shall perform consent-only tows.

2. Before issuance of the Certificate referred to hereinabove, the Applicant shall be required to:

   a. Avoid material changes in any conditions relied upon by the Authority in its determination of operational fitness and immediately report to Authority Staff any such material changes, should they occur.

   b. File with the Authority evidence, (Form E) in the Applicant's name.

   c. File with the Authority the necessary insurance (Certificate of Insurance) describing the liability limits and vehicle(s) covered.

   d. Make vehicle(s) available for inspection by Enforcement Staff to ensure that they are properly registered in the motor carrier's name, display the CPCN number, logo and/or name of the motor carrier and any other required markings in accordance with NAC 706.170 and NAC 706.412. Provide copies of the insurance cab card, annual (USDOT) vehicle inspections, titles and registrations.

   e. Ensure driver qualification files are setup in accordance with CFR 391.51. Explain and make available for review, the set-up for the time tracking method put into place. Ensure that all drivers have pre-employment drug testing in accordance with Part 40 and CFR 382.301. Make available to Enforcement Staff, inspection of their business and vehicle domiciles, if different from their business location.

   f. Provide proof that the Applicant is in compliance with all municipal, county, and homeowners association laws, codes, regulations, and bylaws for the parking or storage of its vehicles.

   g. Ensure vehicle maintenance files are setup in accordance with CFR 396.

h. Provide a copy of the tow bill which includes the CPCN number granted.

i. Provide a copy of the contract between Applicant and the laboratory that will perform and monitor the substance abuse program. If the owner will also serve as driver, the Contract must require the laboratory to provide results of positive drug/alcohol tests directly to the Authority.

j. Provide a copy of a dispatch log in accordance with NRS 706.4465.

k. File a tariff for approval by the Financial Analyst, which includes a description of the authority granted, CPCN number, and the name, address, and phone number of the Applicant.

l. Apply for Tow Car Plates and pay any and all associated fees.

m. Provide a copy of the Amber Light Permit.

n. Provide for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the Covid-19 Pandemic.

o. Provide a copy of the operating agreement that agrees with the member certificate provided in the application.

p. Pursuant to NAC 706.1355, reimburse the Authority for the costs of noticing related to the Application.

3. Compliance with the foregoing requirements must be made NO LATER THAN 120 days after issuance of this Order. If the Applicant fails to comply within 120 days after issuance of this Order, the Deputy Commissioner may vacate this Order and dismiss this Application.

4. This Order does not constitute operating authority. **Performance of the transportation services contemplated by this Order may not be instituted prior to the issuance of the Certificate referred to hereinabove.**

5. If the Applicant is cited by the Authority for any violation of NRS 706 or NAC 706 prior to the issuance of the Certificate referred to hereinabove, the Deputy Commissioner shall vacate this Order and dismiss this Application unless the Authority orders otherwise.

6. The Deputy Commissioner shall be authorized to issue a Certificate of Public Convenience and Necessity upon Applicant's compliance with all requirements set forth hereinabove.
7. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

# STATE OF NEVADA
## TRANSPORTATION AUTHORITY
## BACKGROUND INVESTIGATION FOR NON-FULLY REGULATED CARRIERS

| | |
|---|---|
| **DOCKET NUMBER:** 20-09019 | **DATE APPLICATION WAS FILED:** 09/16/20 |
| **APPLICANT:** JULIO CESAR RODRIGUEZ | **TITLE:** MANAGING MEMBER |
| **COMPANY NAME:** STJ TOWING, LLC | |
| **ADDRESS:** 4440 WELTER AVE, LAS VEGAS, NV 89104 | |
| **PHONE NUMBERS:** 702-752-0653 | |
| **INVESTIGATOR:** M. BURTON | **DATE ASSIGNED:** 10/05/20 |

## GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)

| WHAT TYPE OF SERVICE IS PROPOSED? | |
|---|---|
| Charter Bus | |
| *Tow Car | X |
| ***Consent** | X |
| ***Non-Consent** | |

| **IS APPLICANT PRESENTLY PROVIDING ANY TYPE OF SERVICE:** | | **YES** | | **NO** | X | **What type of service?** | |
|---|---|---|---|---|---|---|---|
| Charter Limousine | | Charter Bus | | Contract Carrier | | Airport Transfer | |
| Scenic Tours | | Special Services | | Taxi | | Tow Car | |
| HHG | | NEMT | | US DOT Authority | | Other States | |

| | **Exhibit** |
|---|---|
| **Attach completed Application Oath page as Exhibit A** | **A** |

| **IDENTIFY OWNERSHIP STRUCTURE OF THE PROPOSED OPERATIONS** | | | | | | | |
|---|---|---|---|---|---|---|---|
| Corporation | | LLC | X | Partnership | | Sole Proprietorship | |

**Identify each owner and their percentage of ownership:**
JULIO CESAR RODRIGUEZ – 100%

| | **Exhibit** |
|---|---|
| **Attach as an exhibit, appropriate proof of ownership interest where applicable** | **B** |

**Briefly describe the responsibilities of each owner.**
JULIO CESAR RODRIGUEZ – DAILY OPERATIONS, DRIVER, DRIVER QUALIFICATION FILES, VEHICLE MAINTENANCE FILES, HIRING/FIRING, TRAINING, PAYROLL

| | | | | |
|---|---|---|---|---|
| **Has the criminal background check disclosed any issue of concern?** | **YES** | | **NO** | X |
| **Name(s):** | | | | |
| **Has there been any previous NTA enforcement action? (Including against the companies drivers)** | **YES** | | **NO** | X |
| **Does the Applicant have USDOT Authority? (If so, include the SAFER printout as exhibit)** | **YES** | | **NO** | X |
| **Is Applicant operating in another state?** | **YES** | | **NO** | X |
| If so, which State and under what type of Authority? (explain) | | | | |
| | | | | |

ENTERED

| | Exhibit |
|---|---|
| If so, attach copies of Enforcement Database Printout(s). If more than 5 citations include summary listing the citation number, fine amounts and date of issuance, NAC or NRS, or CFR violations. Attach copies of MC/USDOT rating. | N/A |

| | Exhibit |
|---|---|
| If the Applicant will be operating under a fictitious firm name, attach a copy of their fictitious firm name filing. | N/A |

| |
|---|
| Identify key personnel who have no ownership interest and briefly describe their responsibilities: NO ADDITIONAL PERSONNEL, WILL HIRE AS BUSINESS DICTATES |

| |
|---|
| Describe the type and number of vehicles the applicant intends to operate: |
| A. Type of Vehicles: INTERNATIONAL FLATBEAD |
| B. Number of Vehicles: 1 |

| | Exhibit |
|---|---|
| Attach photographs of vehicles as an exhibit. | C |
| If available, provide copies of vehicle titles and registration. COMPLIANCE | |

| |
|---|
| Describe the facilities to be used for this operation: HOME RESIDENCE |
| Address (If Known): 4440 WELTER AVE., LAS VEGAS, NV 89104 |

| | | | | |
|---|---|---|---|---|
| Does the Applicant have an acceptable Timekeeping method? | YES | X | NO | |
| If Yes, Describe: DISPATCH LOG | | | | |

| | | | | |
|---|---|---|---|---|
| Does the Applicant plan to store their vehicles at a location other than their business domicile? | YES | X | NO | |
| Provide address (If known): COMPLIANCE | | | | |

| | | | | |
|---|---|---|---|---|
| Does the Applicant understand the operating authority sought, and is their plans consistent with the applied authority? | YES | X | NO | |
| Can the Applicant secure insurance as required by NAC 706.191? | YES | X | NO | |

| | Exhibit |
|---|---|
| Attach appropriate proof of insurance, or ability to obtain, as an exhibit. | D |

| | Exhibit |
|---|---|
| Attach copies of the Applicant's charter orders, tow bill, tow invoice (whichever is applicable) and for tow companies only, a copy of a tariff. | E |

| | | | | |
|---|---|---|---|---|
| Does the Applicant understand the requirements contained within 49 CFR 391.51 as they pertain to the establishment and maintenance driver qualification files? | YES | X | NO | |
| Does the Applicant understand the requirements contained within 49 CFR 396 as they pertain to the establishment and maintenance of vehicle maintenance records? | YES | X | NO | |
| Does the Applicant understand the requirement that pertain to the establishment of a substance abuse policy/program as contained in 49 CFR Parts 40, 382? | YES | X | NO | |
| Has the Applicant contracted with a laboratory to perform and monitor their substance abuse program? | YES | | NO | X |
| If so, which laboratory? COMPLIANCE | | | | |

| Has the Applicant signed the NTA Knowledge Statement? | YES | X | NO | |
|---|---|---|---|---|
| | | | | Exhibit |
| Attach signed Knowledge Statement. | | | | F |

| COMPLIANCE ITEMS | |
|---|---|
| 1 | Avoid Material Changes |
| 2 | File with the Authority evidence, (Form E), or required insurance in Applicant's name. |
| 3 | File with the Authority the necessary insurance (Certificate of Insurance), describing liability limits, and vehicles covered. |
| 4 | Make vehicle(s) available for inspection by Enforcement Staff to ensure that they properly display the CPCN number, name of company, and other required markings, in accordance with NAC 706.170, and NAC 706.412. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles, and registrations. |
| 5 | Ensure all drivers have applied for temporary drivers permit (passenger transportation only) |
| 6 | Ensure Driver qualification files are setup in accordance with CFR 391.51. Make available to Enforcement Staff for inspection of their business and vehicle domiciles. Ensure all drivers have pre-employment drug testing in accordance with Title 49, Parts 40, and 382. Explain and make available for inspection set-up of time tracking method put into place. |
| 7 | Ensure vehicle maintenance files are set up in accordance with CFR 396. |
| 8 | Provide proof that the Applicant is in compliance with all municipal, county, and homeowners association laws, codes, regulations, and bylaws for the parking or storage of its vehicles. |
| 9 | File a copy of Charter Order if Charter Bus Service with CPCN |
| 10 | File a copy of tow invoice which includes the CPCN number granted. |
| 11 | File a copy of dispatch log in accordance with NRS 706.4465 |
| 12 | File a tariff for review/approval by the Financial Analyst, which includes a description of the authority granted, CPCN number, and the name and address of the Applicant. |
| 13 | (TOW CAR) Apply for a tow car plate(s). |
| 14 | (TOW CAR) Provide copy of Amber light Permit. |
| 15 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list. |
| 16 | Provide for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the Covid-19 Pandemic. |
| 17 | Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority. |

12- Copy of operating agreement tracing to Membership Certificate

| | |
|---|---|
| INVESTIGATOR: M. Burford | DATE: 1/19/21 |
| REVIEWED BY SUPERVISOR: Rémi Rivera | DATE: 1/26/21 |
| REVIEWED BY APPLICATION MANAGER | DATE: 2-16-21 |

**A listed EXHIBIT, (A, B, C etc), is the documentary evidence of the requirement being met. If a requirement has not been met, the EXHIBIT category will be left blank and it will be checked as a compliance item. Questions that do not apply to the Applicant the EXHIBIT category will be marked as NA.**

# Agenda Item# 31

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: The Application of Reinier Towing, LLC for a certificate of public convenience and necessity to provide consent-only tow car service within the State of Nevada. | ) | Docket 20-10013 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

## COMPLIANCE ORDER

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on October 9, 2020, Reinier Towing, LLC ("Applicant") filed with the Authority an Application to provide consent-only tow car service by tow car vehicle within the State of Nevada. Said Application was designated as Docket 20-10013.
2. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.
3. That based upon all the records relating to the Application, after investigation and pursuant to NRS 706.4463:
    a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
    b. The Applicant complies with the requirements set forth in NRS 706.4463.
    c. The operation contemplated by Applicant will be consistent with the public interest and will not operate to defeat the legislative policy set forth in NRS 706.151.

**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. Upon full compliance with the conditions of this Order, a Certificate of Public Convenience and Necessity identified as **CPCN 7456 s**hall be issued to Reinier Towing, LLC as specified below:

   On-call, irregular route transportation of vehicles requiring tow car service by tow car vehicle;

   Between points and places within the State of Nevada.

   Restriction: Holder shall perform consent-only tows.

2. Before issuance of the Certificate referred to hereinabove, the Applicant shall be required to:

   a. Avoid material changes in any conditions relied upon by the Authority in its determination of operational fitness and immediately report to Authority Staff any such material changes, should they occur.

   b. File with the Authority evidence, (Form E) in the Applicant's name.

   c. File with the Authority the necessary insurance (Certificate of Insurance) describing the liability limits and vehicle(s) covered.

   d. Make vehicle(s) available for inspection by Enforcement Staff to ensure that they are properly registered in the motor carrier's name, display the CPCN number, logo and/or name of the motor carrier and any other required markings in accordance with NAC 706.170 and NAC 706.412. Provide copies of the insurance cab card, annual (USDOT) vehicle inspections, titles and registrations.

   e. Ensure driver qualification files are setup in accordance with CFR 391.51. Explain and make available for review, the set-up for the time tracking method put into place. Ensure that all drivers have pre-employment drug testing in accordance with Part 40 and CFR 382.301. Make available to Enforcement Staff, inspection of their business and vehicle domiciles, if different from their business location.

   f. Provide proof that the Applicant is in compliance with all municipal, county, and homeowners association laws, codes, regulations, and bylaws for the parking or storage of its vehicles.

   g. Ensure vehicle maintenance files are setup in accordance with CFR 396.

h. Provide a copy of the tow bill which includes the CPCN number granted.

i. Provide a copy of the contract between Applicant and the laboratory that will perform and monitor the substance abuse program. If the owner will also serve as driver, the Contract must require the laboratory to provide results of positive drug/alcohol tests directly to the Authority.

j. Provide a copy of a dispatch log in accordance with NRS 706.4465.

k. File a tariff for approval by the Financial Analyst, which includes a description of the authority granted, CPCN number, and the name, address, and phone number of the Applicant.

l. Apply for Tow Car Plates and pay any and all associated fees.

m. Provide a copy of the Amber Light Permit.

n. Provide for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the Covid-19 Pandemic.

o. Provide a copy of the operating agreement that agrees with the member certificate provided in the application.

p. Pursuant to NAC 706.1355, reimburse the Authority for the costs of noticing related to the Application.

3. Compliance with the foregoing requirements must be made NO LATER THAN 120 days after issuance of this Order. If the Applicant fails to comply within 120 days after issuance of this Order, the Deputy Commissioner may vacate this Order and dismiss this Application.

4. This Order does not constitute operating authority. **Performance of the transportation services contemplated by this Order may not be instituted prior to the issuance of the Certificate referred to hereinabove.**

5. If the Applicant is cited by the Authority for any violation of NRS 706 or NAC 706 prior to the issuance of the Certificate referred to hereinabove, the Deputy Commissioner shall vacate this Order and dismiss this Application unless the Authority orders otherwise.

6. The Deputy Commissioner shall be authorized to issue a Certificate of Public Convenience and Necessity upon Applicant's compliance with all requirements set forth hereinabove.
7. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

# STATE OF NEVADA
## TRANSPORTATION AUTHORITY
## BACKGROUND INVESTIGATION FOR NON-FULLY REGULATED CARRIERS

| | |
|---|---|
| **DOCKET NUMBER: 20-10013** | **DATE APPLICATION WAS FILED: 10/09/2020** |
| **APPLICANT:** Reinier Andres Gil-Ferrales | **TITLE:** Owner |
| **COMPANY NAME:** Reinier Towing, LLC | |
| **ADDRESS:** 1551 Lucky St | |
| **PHONE NUMBERS:** (702) 830-0900 | |
| **INVESTIGATOR:** M. Acevedo | **DATE ASSIGNED:** 10/19/2020 |

**GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)**

| WHAT TYPE OF SERVICE IS PROPOSED? | |
|---|---|
| Charter Bus | |
| *Tow Car | X |
| *Consent | X |
| *Non-Consent | |

| IS APPLICANT PRESENTLY PROVIDING ANY TYPE OF SERVICE: | YES | | NO | X | What type of service? | |
|---|---|---|---|---|---|---|
| Charter Limousine | | Charter Bus | | Contract Carrier | | Airport Transfer | |
| Scenic Tours | | Special Services | | Taxi | | Tow Car | |
| HHG | | NEMT | | US DOT Authority | | Other States | |

| | Exhibit |
|---|---|
| **Attach completed Application Oath page as Exhibit A** | **A** |

| IDENTIFY OWNERSHIP STRUCTURE OF THE PROPOSED OPERATIONS | | | | | | |
|---|---|---|---|---|---|---|
| Corporation | | LLC | X | Partnership | | Sole Proprietorship | |

**Identify each owner and their percentage of ownership:**

Reinier Andres Gil-Ferrales 100%

| | Exhibit |
|---|---|
| **Attach as an exhibit, appropriate proof of ownership interest where applicable** | **B** |

**Briefly describe the responsibilities of each owner.**

**Reinier Andres Gil-Ferrales – Manager, financial operations, driver, hiring and firing, vehicle maintenance file, driver training, driver qualification file.**

| | | | | |
|---|---|---|---|---|
| **Has the criminal background check disclosed any issue of concern?** | **YES** | | **NO** | **X** |
| **Name(s):** Reinier Andres Gil-Ferrales | | | | |
| **Has there been any previous NTA enforcement action? (Including against the companies drivers)** | **YES** | | **NO** | **X** |
| **Does the Applicant have USDOT Authority? (If so, include the SAFER printout as exhibit)** | **YES** | | **NO** | **X** |
| **Is Applicant operating in another state?** | **YES** | | **NO** | **X** |
| If so, which State and under what type of Authority? (explain) | | | | |
| | | | | |

ENTERED 1/7/21 DT

| | Exhibit |
|---|---|
| If so, attach copies of Enforcement Database Printout(s). If more than 5 citations include summary listing the citation number, fine amounts and date of issuance, NAC or NRS, or CFR violations. Attach copies of MC/USDOT rating. | N/A |

| | Exhibit |
|---|---|
| If the Applicant will be operating under a fictitious firm name, attach a copy of their fictitious firm name filing. | N/A |

| |
|---|
| Identify key personnel who have no ownership interest and briefly describe their responsibilities: Will hire as need be |

| |
|---|
| Describe the type and number of vehicles the applicant intends to operate: |
| A. Type of Vehicles: 2001 International – 470 flat bed |
| B. Number of Vehicles: 1 |

| | Exhibit |
|---|---|
| Attach photographs of vehicles as an exhibit. | C |
| If available, provide copies of vehicle titles and registration. | N/A |

| | | | | |
|---|---|---|---|---|
| Describe the facilities to be used for this operation: Home residence | | | | |
| Address (If Known): 1551 Lucky St, Las Vegas, Nevada 89104 | | | | |
| Does the Applicant have an acceptable Timekeeping method? | YES | X | NO | |
| If Yes, Describe: Dispatch Log | | | | |

| | | | | |
|---|---|---|---|---|
| Does the Applicant plan to store their vehicles at a location other than their business domicile? | YES | X | NO | |
| Provide address (If known): Compliance | | | | |

| | | | | |
|---|---|---|---|---|
| Does the Applicant understand the operating authority sought, and is their plans consistent with the applied authority? | YES | X | NO | |
| Can the Applicant secure insurance as required by NAC 706.191? | YES | X | NO | |

| | Exhibit |
|---|---|
| Attach appropriate proof of insurance, or ability to obtain, as an exhibit. | D |

| | Exhibit |
|---|---|
| Attach copies of the Applicant's charter orders, tow bill, tow invoice (whichever is applicable) and for tow companies only, a copy of a tariff. | E |

| | | | | |
|---|---|---|---|---|
| Does the Applicant understand the requirements contained within 49 CFR 391.51 as they pertain to the establishment and maintenance driver qualification files? | YES | X | NO | |
| Does the Applicant understand the requirements contained within 49 CFR 396 as they pertain to the establishment and maintenance of vehicle maintenance records? | YES | X | NO | |
| Does the Applicant understand the requirement that pertain to the establishment of a substance abuse policy/program as contained in 49 CFR Parts 40, 382? | YES | X | NO | |
| Has the Applicant contracted with a laboratory to perform and monitor their substance abuse program? | YES | | NO | X |
| If so, which laboratory? Compliance | | | | |

| Has the Applicant signed the NTA Knowledge Statement? | YES | X | NO | |
|---|---|---|---|---|
| | | | | Exhibit |
| Attach signed Knowledge Statement. | | | | F |

| COMPLIANCE ITEMS | |
|---|---|
| 1 | Avoid Material Changes |
| 2 | File with the Authority evidence, (Form E), or required insurance in Applicant's name. |
| 3 | File with the Authority the necessary insurance (Certificate of Insurance), describing liability limits, and vehicles covered. |
| 4 | Make vehicle(s) available for inspection by Enforcement Staff to ensure that they properly display the CPCN number, name of company, and other required markings, in accordance with NAC 706.170, and NAC 706.412. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles, and registrations. |
| 5 | Ensure Driver qualification files are setup in accordance with CFR 391.51. Make available to Enforcement Staff for inspection of their business and vehicle domiciles. Ensure all drivers have pre-employment drug testing in accordance with Title 49, Parts 40, and 382. Explain and make available for inspection set-up of time tracking method put into place. |
| 6 | Ensure vehicle maintenance files are set up in accordance with CFR 396. |
| 7 | If vehicles are to be parked at residence, applicant shall produce 1) a letter signed by an authorized officer of homeowners association (HOA) or 2) if no HOA then a letter signed by an authorized officer of the city (or county) office of parking and code enforcement where the residence is located. The letter shall identify the applicant, identify and describe the vehicle(s) and identify the residence address. |
| 8 | File a copy of tow invoice which includes the CPCN number granted. |
| 9 | File a copy of dispatch log in accordance with NRS 706.4465 |
| 10 | File a tariff for review/approval by the Financial Analyst, which includes a description of the authority granted, CPCN number, and the name and address of the Applicant. |
| 11 | Apply for a tow car plate(s). |
| 12 | Provide copy of Amber light Permit. |
| 13 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list. |
| 14 | Provide copy for approval by the Authority, a safety plan following the Nevada Governmental guidelines and protocol's for operations during the covid-19 Pandemic. |
| 15 | Reimburse the Authority for the cost of noticing fees of the application |

| | | |
|---|---|---|
| INVESTIGATOR: M. Acevedo | | DATE: 01/06/2021 |
| REVIEWED BY SUPERVISOR: | Renè Reyes | DATE: 1/6/21 |
| REVIEWED BY APPLICATION MANAGER | | DATE: 1/6/21 |

A listed EXHIBIT, (A, B, C etc), is the documentary evidence of the requirement being met. If a requirement has not been met, the EXHIBIT category will be left blank and it will be checked as a compliance item. Questions that do not apply to the Applicant the EXHIBIT category will be marked as NA.

#14 provide a copy of the operating agreement that agrees with the # of units listed on the member certificate provided in the application.

LS 2.11.21

# Agenda Item# 32

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: The Application of D&VC Towing, LLC for a certificate of public convenience and necessity to provide consent-only tow car service within the State of Nevada. | ) ) ) ) ) | Docket 20-11007 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

## COMPLIANCE ORDER

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on November 5, 2020, D&VC Towing, LLC ("Applicant") filed with the Authority an Application to provide consent-only tow car service by tow car vehicle within the State of Nevada. Said Application was designated as Docket 20-11007.
2. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.
3. That based upon all the records relating to the Application, after investigation and pursuant to NRS 706.4463:
    a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
    b. The Applicant complies with the requirements set forth in NRS 706.4463.
    c. The operation contemplated by Applicant will be consistent with the public interest and will not operate to defeat the legislative policy set forth in NRS 706.151.

**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. Upon full compliance with the conditions of this Order, a Certificate of Public Convenience and Necessity identified as **CPCN 7455 s**hall be issued to D&VC Towing, LLC as specified below:

   On-call, irregular route transportation of vehicles requiring tow car service by tow car vehicle;

   Between points and places within the State of Nevada.

   Restriction: Holder shall perform consent-only tows.

2. Before issuance of the Certificate referred to hereinabove, the Applicant shall be required to:

   a. Avoid material changes in any conditions relied upon by the Authority in its determination of operational fitness and immediately report to Authority Staff any such material changes, should they occur.

   b. File with the Authority evidence, (Form E) in the Applicant's name.

   c. File with the Authority the necessary insurance (Certificate of Insurance) describing the liability limits and vehicle(s) covered.

   d. Make vehicle(s) available for inspection by Enforcement Staff to ensure that they are properly registered in the motor carrier's name, display the CPCN number, logo and/or name of the motor carrier and any other required markings in accordance with NAC 706.170 and NAC 706.412. Provide copies of the insurance cab card, annual (USDOT) vehicle inspections, titles and registrations.

   e. Ensure driver qualification files are setup in accordance with CFR 391.51. Explain and make available for review, the set-up for the time tracking method put into place. Ensure that all drivers have pre-employment drug testing in accordance with Part 40 and CFR 382.301. Make available to Enforcement Staff, inspection of their business and vehicle domiciles, if different from their business location.

   f. Provide proof that the Applicant is in compliance with all municipal, county, and homeowners association laws, codes, regulations, and bylaws for the parking or storage of its vehicles.

   g. Ensure vehicle maintenance files are setup in accordance with CFR 396.

h. Provide a copy of the tow bill which includes the CPCN number granted.

i. Provide a copy of the contract between Applicant and the laboratory that will perform and monitor the substance abuse program. If the owner will also serve as driver, the Contract must require the laboratory to provide results of positive drug/alcohol tests directly to the Authority.

j. Provide a copy of a dispatch log in accordance with NRS 706.4465.

k. File a tariff for approval by the Financial Analyst, which includes a description of the authority granted, CPCN number, and the name, address, and phone number of the Applicant.

l. Apply for Tow Car Plates and pay any and all associated fees.

m. Provide a copy of the Amber Light Permit.

n. Provide for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the Covid-19 Pandemic.

o. Provide a copy of the operating agreement that agrees with the number of units listed on the member certificate provided in the application.

p. Pursuant to NAC 706.1355, reimburse the Authority for the costs of noticing related to the Application.

3. Compliance with the foregoing requirements must be made NO LATER THAN 120 days after issuance of this Order. If the Applicant fails to comply within 120 days after issuance of this Order, the Deputy Commissioner may vacate this Order and dismiss this Application.

4. This Order does not constitute operating authority. **Performance of the transportation services contemplated by this Order may not be instituted prior to the issuance of the Certificate referred to hereinabove.**

5. If the Applicant is cited by the Authority for any violation of NRS 706 or NAC 706 prior to the issuance of the Certificate referred to hereinabove, the Deputy Commissioner shall vacate this Order and dismiss this Application unless the Authority orders otherwise.

6. The Deputy Commissioner shall be authorized to issue a Certificate of Public Convenience and Necessity upon Applicant's compliance with all requirements set forth hereinabove.
7. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

# STATE OF NEVADA
## TRANSPORTATION AUTHORITY
## BACKGROUND INVESTIGATION FOR NON-FULLY REGULATED CARRIERS

| | |
|---|---|
| **DOCKET NUMBER:** 20-11007 | **DATE APPLICATION WAS FILED:** 11/05/2020 |
| **APPLICANT:** Daniel Vidal Cruz | **TITLE:** Owner |
| **COMPANY NAME:** D&VC Towing, LLC | |
| **ADDRESS:** 305 W. Baltimore Ave #5, Las Vegas, NV 89102 | |
| **PHONE NUMBERS:** 702-890-7223 | |
| **INVESTIGATOR:** K. Rayson | **DATE ASSIGNED:** 11/19/20 |

**GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)**

| WHAT TYPE OF SERVICE IS PROPOSED? | |
|---|---|
| Charter Bus | |
| *Tow Car | X |
| ***Consent** | X |
| ***Non-Consent** | |

| **IS APPLICANT PRESENTLY PROVIDING ANY TYPE OF SERVICE:** | **YES** | | **NO** | X | **What type of service?** | |
|---|---|---|---|---|---|---|
| Charter Limousine | | Charter Bus | | Contract Carrier | | Airport Transfer | |
| Scenic Tours | | Special Services | | Taxi | | Tow Car | |
| HHG | | NEMT | | US DOT Authority | | Other States | |

| | **Exhibit** |
|---|---|
| **Attach completed Application Oath page as Exhibit A** | **A** |

| **IDENTIFY OWNERSHIP STRUCTURE OF THE PROPOSED OPERATIONS** | | | | | | | |
|---|---|---|---|---|---|---|---|
| Corporation | | LLC | X | Partnership | | Sole Proprietorship | |

**Identify each owner and their percentage of ownership:**

Daniel Vidal Cruz – 100%

| | **Exhibit** |
|---|---|
| **Attach as an exhibit, appropriate proof of ownership interest where applicable** | **B** |

**Briefly describe the responsibilities of each owner.**

Daniel Vidal Cruz will be responsible for Maintaining Vehicle Maintenance and Driver Qualification files, Hiring and Firing, Driver Training and may be a driver.

| | | | | |
|---|---|---|---|---|
| **Has the criminal background check disclosed any issue of concern?** | **YES** | | **NO** | X |
| **Name(s):** Daniel Vidal Cruz | | | | |
| **Has there been any previous NTA enforcement action? (Including against the companies drivers)** | **YES** | | **NO** | X |
| **Does the Applicant have USDOT Authority? (If so, include the SAFER printout as exhibit)** | **YES** | | **NO** | X |
| **Is Applicant operating in another state?** | **YES** | | **NO** | X |
| If so, which State and under what type of Authority? (explain) | | | | |

ENTERED 1/6/21 DT

| If so, attach copies of Enforcement Database Printout(s). If more than 5 citations include summary listing the citation number, fine amounts and date of issuance, NAC or NRS, or CFR violations. Attach copies of MC/USDOT rating. | Exhibit N/A |
|---|---|

| If the Applicant will be operating under a fictitious firm name, attach a copy of their fictitious firm name filing. | Exhibit N/A |
|---|---|

**Identify key personnel who have no ownership interest and briefly describe their responsibilities:**

None at this time

**Describe the type and number of vehicles the applicant intends to operate:**

**A. Type of Vehicles:**

Applicant plans to purchase a flat bed tow truck

**B. Number of Vehicles:**

1

| Attach photographs of vehicles as an exhibit. | Exhibit C |
|---|---|
| If available, provide copies of vehicle titles and registration. | |

**Describe the facilities to be used for this operation:**

Applicant plans to operate a home-based business

**Address (If Known):**

305 Baltimore Ave #5, Las Vegas, NV 89102

| Does the Applicant have an acceptable Timekeeping method? | YES | x | NO | |
|---|---|---|---|---|

**If Yes, Describe:**

Dispatch Log

| Does the Applicant plan to store their vehicles at a location other than their business domicile? | YES | X | NO | |
|---|---|---|---|---|

**Provide address (If known):**

Applicant will secure storage space for his vehicle during compliance.

| Does the Applicant understand the operating authority sought, and is their plans consistent with the applied authority? | YES | X | NO | |
|---|---|---|---|---|
| Can the Applicant secure insurance as required by NAC 706.191? | YES | X | NO | |

| Attach appropriate proof of insurance, or ability to obtain, as an exhibit. | Exhibit D |
|---|---|

| Attach copies of the Applicant's charter orders, tow bill, tow invoice (whichever is applicable) and for tow companies only, a copy of a tariff. | Exhibit E |
|---|---|

| | | | | |
|---|---|---|---|---|
| **Does the Applicant understand the requirements contained within 49 CFR 391.51 as they pertain to the establishment and maintenance driver qualification files?** **YES** | **X** | **NO** | |
| **Does the Applicant understand the requirements contained within 49 CFR 396 as they pertain to the establishment and maintenance of vehicle maintenance records?** **YES** | **X** | **NO** | |
| **Does the Applicant understand the requirement that pertain to the establishment of a substance abuse policy/program as contained in 49 CFR Parts 40, 382?** **YES** | **X** | **NO** | |
| **Has the Applicant contracted with a laboratory to perform and monitor their substance abuse program?** **YES** | | **NO** | **X** |
| **If so, which laboratory?** | | | |

| | | | | |
|---|---|---|---|---|
| **Has the Applicant signed the NTA Knowledge Statement?** | **YES** | **X** | **NO** | |
| | | | | **Exhibit** |
| **Attach signed Knowledge Statement.** | | | | **F** |

**COMPLIANCE ITEMS**

| | |
|---|---|
| 1 | Avoid Material Changes |
| 2 | File with the Authority evidence, (Form E), or required insurance in Applicant's name. |
| 3 | File with the Authority the necessary insurance (Certificate of Insurance), describing liability limits, and vehicles covered. |
| 4 | Make vehicle(s) available for inspection by Enforcement Staff to ensure that they properly display the CPCN number, name of company, and other required markings, in accordance with NAC 706.170, and NAC 706.412. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles, and registrations. |
| 5 | Ensure Driver qualification files are setup in accordance with CFR 391.51. Make available to Enforcement Staff for inspection of their business and vehicle domiciles. Ensure all drivers have pre-employment drug testing in accordance with Title 49, Parts 40, and 382. Explain and make available for inspection set-up of time tracking method put into place. |
| 6 | Ensure vehicle maintenance files are set up in accordance with CFR 396. |
| 7 | If vehicles are to be parked at residence, applicant shall produce 1) a letter signed by an authorized officer of homeowners association (HOA) or 2) if no HOA then a letter signed by an authorized officer of the city (or county) office of parking and code enforcement where the residence is located. The letter shall identify the applicant, identify and describe the vehicle(s) and identify the residence address. |
| 8 | File a copy of tow invoice which includes the CPCN number granted. |
| 9 | File a copy of dispatch log in accordance with NRS 706.4465 |
| 10 | File a tariff for review/approval by the Financial Analyst, which includes a description of the authority granted, CPCN number, and the name and address of the Applicant. |
| 11 | Apply for a tow car plate(s). |
| 12 | Provide copy of Amber light Permit. |
| 13 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list. |
| 14 | Reimburse the Authority for the cost of noticing fees of the application. |
| 15 | Ensure an approved safety plan is on file with the NTA. |

| | |
|---|---|
| **INVESTIGATOR:** D. Kay Reed | **DATE:** 1/5/2021 |
| **REVIEWED BY SUPERVISOR:** Reed Russell | **DATE:** 1/5/21 |
| **REVIEWED BY APPLICATION MANAGER** | **DATE:** 1-6-21 |

**A listed EXHIBIT, (A, B, C etc), is the documentary evidence of the requirement being met. If a requirement has not been met, the EXHIBIT category will be left blank and it will be checked as a compliance item. Questions that do not apply to the Applicant the EXHIBIT category will be marked as NA.**

Rev 07/31/2019

SS 2.16.21

File provide the operating agreement that agrees with the number of units listed on the member certificate provided in the application

# Agenda Item# 33

Victory Towing, LLC
Request for Approval of Electronic Signatures
Docket 20-11024
March 4, 2021 General Session

Victory Towing, LLC originally filed to use the electronic dispatch software by Towbook.

At the January 28, 2021 General Session, the NTA tabled their request for 3 months to allow Victory Towing to operate Towbook software while simultaneously keeping the manual wet signature procedures in place to allow for a 3 month trial of the Towbook software system.

On February 1, 2021 Victory Towing amended their request to be able to use the Omadi Towing Software system. They would like permission to utilize the Omadi Towing software in replacement of the 'wet signature' requirement and for dispatch purposes.

Since the Omadi Towing software system is known to the NTA to meet the requirements for the dispatch system and the electronic signature, Staff supports the amended request.

# Agenda Item# 34

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: The Application of 7 Rays Transport & Towing, LLC for a certificate of public convenience and necessity to provide consent-only tow car service within the State of Nevada. | ) | Docket 20-11026 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

## COMPLIANCE ORDER

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on November 24, 2020, 7 Rays Transport & Towing, LLC ("Applicant") filed with the Authority an Application to provide consent-only tow car service by tow car vehicle within the State of Nevada. Said Application was designated as Docket 20-11026.
2. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.
3. That based upon all the records relating to the Application, after investigation and pursuant to NRS 706.4463:
    a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
    b. The Applicant complies with the requirements set forth in NRS 706.4463.
    c. The operation contemplated by Applicant will be consistent with the public interest and will not operate to defeat the legislative policy set forth in NRS 706.151.

**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. Upon full compliance with the conditions of this Order, a Certificate of Public Convenience and Necessity identified as **CPCN 7453 s**hall be issued to 7 Rays Transport & Towing, LLC as specified below:

   On-call, irregular route transportation of vehicles requiring tow car service by tow car vehicle;

   Between points and places within the State of Nevada.

   Restriction: Holder shall perform consent-only tows.

2. Before issuance of the Certificate referred to hereinabove, the Applicant shall be required to:

   a. Avoid material changes in any conditions relied upon by the Authority in its determination of operational fitness and immediately report to Authority Staff any such material changes, should they occur.

   b. File with the Authority evidence, (Form E) in the Applicant's name.

   c. File with the Authority the necessary insurance (Certificate of Insurance) describing the liability limits and vehicle(s) covered.

   d. Make vehicle(s) available for inspection by Enforcement Staff to ensure that they are properly registered in the motor carrier's name, display the CPCN number, logo and/or name of the motor carrier and any other required markings in accordance with NAC 706.170 and NAC 706.412. Provide copies of the insurance cab card, annual (USDOT) vehicle inspections, titles and registrations.

   e. Ensure driver qualification files are setup in accordance with CFR 391.51. Explain and make available for review, the set-up for the time tracking method put into place. Ensure that all drivers have pre-employment drug testing in accordance with Part 40 and CFR 382.301. Make available to Enforcement Staff, inspection of their business and vehicle domiciles, if different from their business location.

   f. Provide proof that the Applicant is in compliance with all municipal, county, and homeowners association laws, codes, regulations, and bylaws for the parking or storage of its vehicles.

   g. Ensure vehicle maintenance files are setup in accordance with CFR 396.

h. Provide a copy of the tow bill which includes the CPCN number granted.

i. Provide a copy of the contract between Applicant and the laboratory that will perform and monitor the substance abuse program. If the owner will also serve as driver, the Contract must require the laboratory to provide results of positive drug/alcohol tests directly to the Authority.

j. Provide a copy of a dispatch log in accordance with NRS 706.4465.

k. File a tariff for approval by the Financial Analyst, which includes a description of the authority granted, CPCN number, and the name, address, and phone number of the Applicant.

l. Apply for Tow Car Plates and pay any and all associated fees.

m. Provide a copy of the Amber Light Permit.

n. Provide for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the Covid-19 Pandemic.

o. Provide a copy of the operating agreement that agrees with the member certificate provided in the application.

p. Pursuant to NAC 706.1355, reimburse the Authority for the costs of noticing related to the Application.

3. Compliance with the foregoing requirements must be made NO LATER THAN 120 days after issuance of this Order. If the Applicant fails to comply within 120 days after issuance of this Order, the Deputy Commissioner may vacate this Order and dismiss this Application.

4. This Order does not constitute operating authority. **Performance of the transportation services contemplated by this Order may not be instituted prior to the issuance of the Certificate referred to hereinabove.**

5. If the Applicant is cited by the Authority for any violation of NRS 706 or NAC 706 prior to the issuance of the Certificate referred to hereinabove, the Deputy Commissioner shall vacate this Order and dismiss this Application unless the Authority orders otherwise.

6. The Deputy Commissioner shall be authorized to issue a Certificate of Public Convenience and Necessity upon Applicant's compliance with all requirements set forth hereinabove.
7. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

# STATE OF NEVADA
## TRANSPORTATION AUTHORITY
## BACKGROUND INVESTIGATION FOR NON-FULLY REGULATED CARRIERS

| | |
|---|---|
| **DOCKET NUMBER:** 20-11026 | **DATE APPLICATION WAS FILED:** 11/24/20 |
| **APPLICANT:** Omar Devesa | **TITLE:** Owner |
| **COMPANY NAME:** 7 Rays Transport & Towing, LLC | |
| **ADDRESS:** 76 Lupin Ct, Las Vegas, NV 89110 | |
| **PHONE NUMBERS:** 702-523-5909 | |
| **INVESTIGATOR:** K. Rayson | **DATE ASSIGNED:** 11/30/20 |

## GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)

| WHAT TYPE OF SERVICE IS PROPOSED? | |
|---|---|
| Charter Bus | |
| *Tow Car | X |
| ***Consent** | X |
| ***Non-Consent** | |

| **IS APPLICANT PRESENTLY PROVIDING ANY TYPE OF SERVICE:** | | **YES** | | **NO** | X | **What type of service?** | |
|---|---|---|---|---|---|---|---|
| Charter Limousine | | Charter Bus | | Contract Carrier | | Airport Transfer | |
| Scenic Tours | | Special Services | | Taxi | | Tow Car | |
| HHG | | NEMT | | US DOT Authority | | Other States | |

| | **Exhibit** |
|---|---|
| **Attach completed Application Oath page as Exhibit A** | **A** |

| **IDENTIFY OWNERSHIP STRUCTURE OF THE PROPOSED OPERATIONS** | | | | | | | |
|---|---|---|---|---|---|---|---|
| Corporation | | LLC | X | Partnership | | Sole Proprietorship | |

**Identify each owner and their percentage of ownership:**

Omar Devesa – 100%

| | **Exhibit** |
|---|---|
| **Attach as an exhibit, appropriate proof of ownership interest where applicable** | **B** |

**Briefly describe the responsibilities of each owner.**

Omar Devesa – Driver, Hiring and Firing, Maintaining Driver Qualification and Vehicle Maintenance Files and Training.

| | | | | |
|---|---|---|---|---|
| **Has the criminal background check disclosed any issue of concern?** | **YES** | | **NO** | X |
| **Name(s):** Omar Devesa | | | | |
| **Has there been any previous NTA enforcement action? (Including against the companies drivers)** | **YES** | | **NO** | X |
| **Does the Applicant have USDOT Authority? (If so, include the SAFER printout as exhibit)** | **YES** | | **NO** | X |
| **Is Applicant operating in another state?** | **YES** | | **NO** | X |
| If so, which State and under what type of Authority? (explain) | | | | |

ENTERED 2/1/21 DT

| | Exhibit |
|---|---|
| **If so, attach copies of Enforcement Database Printout(s). If more than 5 citations include summary listing the citation number, fine amounts and date of issuance, NAC or NRS, or CFR violations. Attach copies of MC/USDOT rating.** | **N/A** |

| | Exhibit |
|---|---|
| **If the Applicant will be operating under a fictitious firm name, attach a copy of their fictitious firm name filing.** | **N/A** |

**Identify key personnel who have no ownership interest and briefly describe their responsibilities:**

None at this time

**Describe the type and number of vehicles the applicant intends to operate:**

**A. Type of Vehicles:**

Applicant plans to obtain a flatbed tow truck

**B. Number of Vehicles:**

Applicant plans to begin operation with one vehicle.

| | Exhibit |
|---|---|
| **Attach photographs of vehicles as an exhibit.** | **C** |
| **If available, provide copies of vehicle titles and registration.** | |

**Describe the facilities to be used for this operation:**

**Home office**

**Address (If Known):**

76 Lupin Ct
Las Vegas, NV 89110

| | | | | |
|---|---|---|---|---|
| **Does the Applicant have an acceptable Timekeeping method?** | **YES** | **X** | **NO** | |

**If Yes, Describe:**

Dispatch Log

| | | | | |
|---|---|---|---|---|
| **Does the Applicant plan to store their vehicles at a location other than their business domicile?** | **YES** | **X** | **NO** | |

**Provide address (If known):**

Applicant will secure a storage location for their vehicle during compliance

| | | | | |
|---|---|---|---|---|
| **Does the Applicant understand the operating authority sought, and is their plans consistent with the applied authority?** | **YES** | **X** | **NO** | |
| **Can the Applicant secure insurance as required by NAC 706.191?** | **YES** | **X** | **NO** | |

| | Exhibit |
|---|---|
| **Attach appropriate proof of insurance, or ability to obtain, as an exhibit.** | **D** |

| | Exhibit |
|---|---|
| **Attach copies of the Applicant's charter orders, tow bill, tow invoice (whichever is applicable) and for tow companies only, a copy of a tariff.** | **E** |

| | | | | |
|---|---|---|---|---|
| **Does the Applicant understand the requirements contained within 49 CFR 391.51 as they pertain to the establishment and maintenance driver qualification files?** **YES** | **X** | | **NO** | |
| **Does the Applicant understand the requirements contained within 49 CFR 396 as they pertain to the establishment and maintenance of vehicle maintenance records?** **YES** | **X** | | **NO** | |
| **Does the Applicant understand the requirement that pertain to the establishment of a substance abuse policy/program as contained in 49 CFR Parts 40, 382?** **YES** | **X** | | **NO** | |
| **Has the Applicant contracted with a laboratory to perform and monitor their substance abuse program?** Compliance 1st **YES** | | | **NO** | **X** |
| **If so, which laboratory?** | | | | |

| | | | | |
|---|---|---|---|---|
| **Has the Applicant signed the NTA Knowledge Statement?** | **YES** | **X** | **NO** | |
| | | | | **Exhibit** |
| **Attach signed Knowledge Statement.** | | | | **F** |

**COMPLIANCE ITEMS**

| | |
|---|---|
| 1 | Avoid Material Changes |
| 2 | File with the Authority evidence, (Form E), or required insurance in Applicant's name. |
| 3 | File with the Authority the necessary insurance (Certificate of Insurance), describing liability limits, and vehicles covered. |
| 4 | Make vehicle(s) available for inspection by Enforcement Staff to ensure that they properly display the CPCN number, name of company, and other required markings, in accordance with NAC 706.170, and NAC 706.412. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles, and registrations. |
| 5 | Ensure Driver qualification files are setup in accordance with CFR 391.51. Make available to Enforcement Staff for inspection of their business and vehicle domiciles. Ensure all drivers have pre-employment drug testing in accordance with Title 49, Parts 40, and 382. Explain and make available for inspection set-up of time tracking method put into place. |
| 6 | Ensure vehicle maintenance files are set up in accordance with CFR 396. |
| 7 | Provide proof that the Applicant is in compliance with all municipal, county, and homeowners association laws, codes, regulations, and bylaws for the parking or storage of its vehicles. |
| 8 | File a copy of tow invoice which includes the CPCN number granted. |
| 9 | File a copy of dispatch log in accordance with NRS 706.4465 |
| 10 | File a tariff for review/approval by the Financial Analyst, which includes a description of the authority granted, CPCN number, and the name and address of the Applicant. |
| 11 | Apply for a tow car plate(s). |
| 12 | Provide copy of Amber light Permit. |
| 13 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list. |
| 14 | Provide for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the Covid-19 Pandemic. |
| 15 | Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority. |

| | | |
|---|---|---|
| **INVESTIGATOR:** K. Roy | | **DATE:** 1/27/2021 |
| **REVIEWED BY SUPERVISOR:** | Rene Rivera | **DATE:** 1/28/21 |
| **REVIEWED BY APPLICATION MANAGER** | | **DATE:** 2/1/21 |

**A listed EXHIBIT, (A, B, C etc), is the documentary evidence of the requirement being met. If a requirement has not been met, the EXHIBIT category will be left blank and it will be checked as a compliance item. Questions that do not apply to the Applicant the EXHIBIT category will be marked as NA.**

**Rev 07/31/2019**

§2.14.24

#14 copy of the operating agreement must agree with the membership agreement provided in the application

# Agenda Item# 35

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Application of Desert Run, LLC for a Certificate of Public Convenience and Necessity to provide intrastate charter bus service within the State of Nevada. | ) ) ) ) ) | Docket 19-09025 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

## COMPLIANCE ORDER

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on September 23, 2019, Desert Run, LLC ("Applicant") filed an Application with the Authority for a Certificate of Public Convenience and Necessity to provide intrastate charter bus service within the State of Nevada. Said Application was designated as Docket 19-09025.
2. That on September 25, 2019, the Application was properly noticed to the public and no Petitions for Leave to Intervene or Protests were filed.
3. That on December 23, 2020, a hearing was scheduled for February 2, 2021 and was duly noticed to the public and the parties in accord with Nevada Revised Statutes ("NRS") and the Authority's regulations.
4. That on January 13, 2021, after further consideration of the application and recommendation of Staff, said meeting was waived by Chairman Dawn Gibbons, serving in her capacity as Presiding Officer for the Authority.

5. That based on all records relating to the Application, after investigation, and pursuant to NRS 706.463:

   a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.

   b. The Applicant is fit, willing, and able to comply with the provision of NRS and NAC 706 relating to safety.

   c. The operation contemplated by Applicant will be consistent with the public interest and will not operate to defeat the legislative policy set forth in NRS 706.151.

**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. The Application on file herein shall be GRANTED authorizing the following transportation services:

   > Operate as a passenger carrier to provide intrastate charter bus service between points and places within the State of Nevada.

2. Upon full compliance with the conditions of this Order, a Certificate of Public Convenience and Necessity identified as **CPCN 2278** shall be issued to Desert Run, LLC authorizing operation in intrastate commerce as is more particularly described in the first order paragraph hereinabove.

3. Before issuance of the Certificate referred to hereinabove, the Applicant shall be required to:

   a. Avoid material changes in any conditions relied upon by the Authority in its determination of operational or financial fitness and immediately report to Authority Staff any such material changes, should they occur.

   b. File with the Authority evidence of the required insurance (Form E) in the Applicant's name

   c. File with the Authority the necessary insurance (Certificate of Insurance) describing the liability limits and vehicles covered.

   d. Make vehicle available for inspection by Enforcement Staff to ensure that they properly display the CPCN number, name of the company, and other required markings in accordance with NAC 706.170 and NAC 706.412. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles, and registrations.

e. Ensure all drivers have applied for driver's permit.

f. Ensure driver qualification files are setup in accordance with 49 CFR 391.51. Make available to Enforcement Staff for inspection of business and vehicle domiciles. Ensure all drivers have pre-employment drug testing in accordance with title 49, Parts 40 and 382. Explain and make available for inspection set-up of time tracking method put into place.

g. Ensure vehicle maintenance files are to be setup and maintained in accordance with 49 CFR 396.

h. Provide a copy of the charter order to include CPCN.

i. File for review by Authority Staff, a final tariff that includes a description of the Authority granted, CPCN number, and the name and address of the Applicant.

j. Provide a copy of the contract between Applicant and the laboratory that will perform and monitor the substance abuse program. If the owner will also operate as a driver, the contract must require the laboratory to provide results of positive drug/alcohol tests directly to the Authority.

k. Provide proof that the Applicant is in compliance with all municipal, county, and homeowners association laws, codes, regulations, and bylaws for the parking or storage of its vehicles.

l. Provide for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the Covid-19 Pandemic.

m. Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority

4. Compliance with the foregoing requirements must be made by the Applicant NO LATER THAN 120 days from the date of this Order. If the Applicant fails to comply within 120-day time period, the Deputy Commissioner of the Authority may vacate this Compliance Order and dismiss this Application.

5. The Deputy Commissioner shall be authorized to issue the above-referenced Certificate of Public Convenience and Necessity upon all requirements herein having been met by the Applicant.

6. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

**STATE OF NEVADA**
**TRANSPORTATION AUTHORITY**
**BACKGROUND INVESTIGATION FOR NON-FULLY REGULATED CARRIERS**

| | |
|---|---|
| **DOCKET NUMBER: 19-09025** | **DATE APPLICATION WAS FILED: 10/2/19** |
| **APPLICANT:** Quran Bilal | **TITLE:** Owner |
| **COMPANY NAME:** Desert Run, LLC | |
| **ADDRESS:** 10573 Danielson Ave, Las Vegas, NV 89129 | |
| **PHONE NUMBERS:** 702-969-2100 | |
| **ATTORNEY: NONE** | **PHONE#:** |
| **INVESTIGATOR:** Woods | **DATE ASSIGNED:** 10/10/19 |

**GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)**

| WHAT TYPE OF SERVICE IS PROPOSED? | |
|---|---|
| Charter Bus | X |
| *Tow Car | |
| *Consent | |
| *Non-Consent | |

| **IS APPLICANT PRESENTLY PROVIDING ANY TYPE OF SERVICE:** | | | | **YES** | **X** | **NO** | | **What type of service?** | |
|---|---|---|---|---|---|---|---|---|---|
| Charter Limousine | | Charter Bus | | Contract Carrier | | | | Airport Transfer | |
| Scenic Tours | | Special Services | | Taxi | | | | Tow Car | |
| HHG | | NEMT | | **US DOT Authority** | | **X** | | Other States | |

| | **Exhibit** |
|---|---|
| **Attach completed Application Oath page as Exhibit A** | **A** |

| **IDENTIFY OWNERSHIP STRUCTURE OF THE PROPOSED OPERATIONS** | | | | | | | |
|---|---|---|---|---|---|---|---|
| Corporation | | **LLC** | X | Partnership | | Sole Proprietorship | |

**Identify each owner and their percentage of ownership:**

Quran Bilal – 100%

| | **Exhibit** |
|---|---|
| **Attach as an exhibit, appropriate proof of ownership interest where applicable** | **B** |

**Briefly describe the responsibilities of each owner.**

Quran Bilal – driver training; hiring/firing of employees; record maintenance; driver qualification and vehicle maintenance files and all other day to day operations.

*3/5/20. Mr Bilal indicated he will be the initial driver. Bilal

| | | | | |
|---|---|---|---|---|
| **Has the criminal background check disclosed any issue of concern?** | **YES** | | **NO** | **X** |
| **Name(s): QURAN BILAL** | | | | |
| **Has there been any previous NTA enforcement action? (Including against the companies drivers)** | **YES** | | **NO** | **X** |
| **Does the Applicant have USDOT Authority? (If so, include the SAFER printout as exhibit)** | **YES** | **X** | **NO** | |
| **Is Applicant operating in another state?** | **YES** | | **NO** | **X** |
| If so, which State and under what type of Authority? (explain) | N/A | | | |

ENTERED 2/6/2020 DT

| If so, attach copies of Enforcement Database Printout(s). If more than 5 citations include summary listing the citation number, fine amounts and date of issuance, NAC or NRS, or CFR violations. Attach copies of MC/USDOT rating. | Exhibit C |
|---|---|

| If the Applicant will be operating under a fictitious firm name, attach a copy of their fictitious firm name filing. | Exhibit N/A |
|---|---|

**Identify key personnel who have no ownership interest and briefly describe their responsibilities:**

Will hire a driver during the compliance phase.

**Describe the type and number of vehicles the applicant intends to operate:**

**A. Type of Vehicles:**
2015 Mercedes Sprinter – 15 passengers

**B. Number of Vehicles: 1**

| | Exhibit |
|---|---|
| Attach photographs of vehicles as an exhibit. | D |
| If available, provide copies of vehicle titles and registration. | |

**Describe the facilities to be used for this operation:**
Applicant will rent a commercial / business space during compliance

**Address (If Known):** Compliance

| | | | | |
|---|---|---|---|---|
| Does the Applicant have an acceptable Timekeeping method? | YES | x | NO | |
| If Yes, Describe: Timeclock | | | | |

| | | | | |
|---|---|---|---|---|
| Does the Applicant plan to store their vehicles at a location other than their business domicile? | YES | | NO | X |
| Provide address (If known): | | | | |

| | | | | |
|---|---|---|---|---|
| Does the Applicant understand the operating authority sought, and is their plans consistent with the applied authority? | YES | X | NO | |
| Can the Applicant secure insurance as required by NAC 706.191? | YES | X | NO | |

| Attach appropriate proof of insurance, or ability to obtain, as an exhibit. | Exhibit E |
|---|---|

| Attach copies of the Applicant's charter orders, tow bill, tow invoice (whichever is applicable) and for tow companies only, a copy of a tariff. | Exhibit F |
|---|---|

| | | | | |
|---|---|---|---|---|
| Does the Applicant understand the requirements contained within 49 CFR 391.51 as they pertain to the establishment and maintenance driver qualification files? | YES | X | NO | |
| Does the Applicant understand the requirements contained within 49 CFR 396 as they pertain to the establishment and maintenance of vehicle maintenance records? | YES | X | NO | |
| Does the Applicant understand the requirement that pertain to the establishment of a substance abuse policy/program as contained in 49 CFR Parts 40, 382? | YES | X | NO | |
| Has the Applicant contracted with a laboratory to perform and monitor their substance abuse program? | YES | X | NO | |
| If so, which laboratory? Progressive Reporting Agency | | | | |

| Has the Applicant signed the NTA Knowledge Statement? | YES | X | NO | |
|---|---|---|---|---|
| | | | | Exhibit |
| Attach signed Knowledge Statement. | | | | G |

| COMPLIANCE ITEMS | |
|---|---|
| 1 | Avoid Material Changes |
| 2 | File with the Authority evidence, (Form E), or required insurance in Applicant's name. |
| 3 | File with the Authority the necessary insurance (Certificate of Insurance), describing liability limits, and vehicles covered. |
| 4 | Make vehicle(s) available for inspection by Enforcement Staff to ensure that they properly display the CPCN number, name of company, and other required markings, in accordance with NAC 706.170, and NAC 706.412. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles, and registrations. |
| 5 | Ensure all drivers have applied for temporary drivers permit (passenger transportation only) |
| 6 | Ensure Driver qualification files are setup in accordance with CFR 391.51. Make available to Enforcement Staff for inspection of their business and vehicle domiciles. Ensure all drivers have pre-employment drug testing in accordance with Title 49, Parts 40, and 382. Explain and make available for inspection set-up of time tracking method put into place. |
| 7 | Ensure vehicle maintenance files are set up in accordance with CFR 396. |
| 8 | If vehicles are to be parked at residence, applicant shall produce 1) a letter signed by an authorized officer of homeowners association (HOA) or 2) if no HOA then a letter signed by an authorized officer of the city (or county) office of parking and code enforcement where the residence is located. The letter shall identify the applicant, identify and describe the vehicle(s) and identify the residence address. |
| 9 | File a copy of Charter Order if Charter Bus Service with CPCN |
| 10 | File a tariff for review/approval by the Financial Analyst, which includes a description of the authority granted, CPCN number, and the name and address of the Applicant. |
| 11 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program. |
| 12 | Reimburse the Authority for the cost of noticing fees of the application. |

| | |
|---|---|
| INVESTIGATOR: | DATE: 2/5/2020 |
| REVIEWED BY SUPERVISOR: | DATE: 2/5/20 |
| REVIEWED BY APPLICATION MANAGER | DATE: 2/6/20 |

**A listed EXHIBIT, (A, B, C etc), is the documentary evidence of the requirement being met. If a requirement has not been met, the EXHIBIT category will be left blank and it will be checked as a compliance item. Questions that do not apply to the Applicant the EXHIBIT category will be marked as NA.**

#13 copy of safety plan

# Agenda Item# 36

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: The Joint Application of Gerald R. Holst and Monika Donatoni to sell and transfer and Futsum Beyenne and Yirgalem Tewelde to purchase and acquire 100% of the corporate stock of Starlight Limousine, Inc., a carrier authorized to provide charter bus service granted under CPCN 2158, Sub 6. | ) | Docket 20-01040 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

## COMPLIANCE ORDER

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on January 24, 2020, a Joint Application was filed with the Authority by Gerald R. Holst and Monika Donatoni, 51% and 49% owners respectively, of Starlight Limousine, Inc. d/b/a Luxurious Tranportaiton Services (“Starlight”) to sell and transfer and Futsum Beyenne and Yirgalem Tewelde to purchase and acquire 100% of the corporate stock of Starlight. Starlight is a carrier authorized to provide intrastate charter bus service within the State of Nevada granted under Certificate of Public Convenience and Necessity (“CPCN”) 2158, Sub 6. Said Application was designated as Docket 20-01040.
2. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.

3. Prior to the sale and transfer the stock was held 51% by Gerald Holst and 49% by Monika Donatoni.

4. As a result of this sale and transfer the stock will be held as follows:

   Futsum Beyenne 50%

   Yirgalem Tewelde 50%

5. That based upon all the records pertaining to the Application and after investigation:

   a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.

   b. The Transferee Applicant is fit, willing and able to perform the transportation service for which applied.

   c. Granting the Application on file herein would be in the public interest.

   d. The operation contemplated by Transferee Applicant will be consistent with the public interest and will not operate to defeat the legislative policy set forth in NRS 706.151.

**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. The Application on file herein is GRANTED for the transportation services specified below:

   Operate as a passenger carrier to provide intrastate charter bus service between points and places within the State of Nevada.

2. Upon full compliance with the condition of this Compliance Order, the certificate identified as CPCN 2158, Sub 6**,** shall be CANCELLED, and a new Certificate of Public Convenience and Necessity identified as **CPCN 2158, Sub 7**, shall be issued to Starlight Limousine, Inc. d/b/a Luxurious Tranportaiton Services, authorizing operation in intrastate commerce as is more particularly described in the first ordering paragraph above.

3. Before issuance of the Certificate referred to hereinabove, the Applicant shall be required to:

   a. Avoid material changes in any conditions relied upon by the Authority in its determination of operational fitness and immediately report to Authority Staff any such material changes, should they occur.

   b. File with the Authority evidence of the required insurance (Form E) in the Applicant's

name.

c. File with the Authority the necessary insurance (Certificate of Insurance) describing the liability limits and vehicles covered.

d. Make vehicle available for inspection by Enforcement Staff to ensure that they properly display the CPCN number, name of the company, and other required markings in accordance with NAC 706.170 and NAC 706.412. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles, and registrations.

e. Ensure all drivers have applied for driver's permit.

f. Ensure driver qualification files are setup in accordance with 49 CFR 391.51. Make available to Enforcement Staff for inspection of business and vehicle domiciles. Ensure all drivers have pre-employment drug testing in accordance with title 49, Parts 40 and 382. Explain and make available for inspection set-up of time tracking method put into place.

g. Ensure vehicle maintenance files are to be setup and maintained in accordance with 49 CFR 396.

h. Provide a copy of the charter order to include CPCN.

i. File for review by Authority Staff, a final tariff that includes a description of the Authority granted, CPCN number, and the name and address of the Applicant.

j. Provide a copy of the contract between Applicant and the laboratory that will perform and monitor the substance abuse program. If the owner will also operate as a driver, the contract must require the laboratory to provide results of positive drug/alcohol tests directly to the Authority.

k. Provide proof that the Applicant is in compliance with all municipal, county, and homeowners association laws, codes, regulations, and bylaws for the parking or storage of its vehicles.

l. Provide copies of current State of Nevada Department of Taxation permit and all applicable business licenses.

m. Provide for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the Covid-19 Pandemic.

n. Pursuant to NAC 706.1355, reimburse the Authority for the costs of noticing related to the Application.

4. Compliance with the foregoing requirements must be made NO LATER THAN 120 days after issuance of this Order. If the Applicant fails to comply within 120 days after issuance of this

Order, the Deputy Commissioner may vacate this Order and dismiss this Application.

5. The Deputy Commissioner shall be authorized to issue a Certificate of Public Convenience and Necessity upon Applicant's compliance with all requirements set forth hereinabove.
6. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

GA

# STATE OF NEVADA
## TRANSPORTATION AUTHORITY
## BACKGROUND INVESTIGATION FOR ALL CARRIER APPLICATIONS
## SALE AND TRANSFER OF

| CPCN: | 2158 |
|---|---|

| | |
|---|---|
| **DOCKET NUMBER:** 20-01040 | **DATE APPLICATION WAS FILED:** 02/04/2020 |
| **SELLER APPLICANT:** Gerald R. Holst | **TITLE:** Owner |
| **SELLER COMPANY NAME:** Starlight Limousines, Inc. dba Luxurious Transportation Services | |
| **ADDRESS:** 4625 Wynn Rd Suite B15, Las Vegas, NV 89103 | |
| **PHONE NUMBERS:** 702-356-3000 | |
| **BUYER APPLICANT:** Fetsum Beyene | **TITLE:** Owner |
| **BUYER COMPANY NAME:** Ben, LLC | |
| **ADDRESS:** 4625 Wynn Rd Suite B15, Las Vegas, NV 89103 | |
| **PHONE NUMBERS:** 702-375-3079 | |
| **BUYER APPLICANT:** Yirgalem Tewelde | **TITLE:** Owner |
| **BUYER COMPANY NAME:** | |
| **ADDRESS:** 4625 Wynn Rd Suite B15, Las Vegas, NV 89103 | |
| **PHONE NUMBERS:** 702-375-3079 or 702-557-6289 | |
| **INVESTIGATOR: K. Rayson** | **DATE ASSIGNED: 02/04/2020** |

**WHAT TYPE OF AUTHORITY/SERVICE DOES THE SELLER APPLICANT HAVE?**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Charter Limousine | | Contract Carrier | | Airport Transfer | | Scenic Tours | |
| Special Services | | Charter Bus | X | HHG | | NEMT | |
| US DOT Authority | | Other States | | Taxi | | *Tow Car | |
| | | | | | *Consent | | Non-consent |

| | Exhibit |
|---|---|
| **Attach completed Application Oath pages as Exhibit A** | **A** |

**IDENTIFY NEW OWNERSHIP STRUCTURE AS PROPOSED BY BUYER APPLICANT**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Corporation | | LLC | X | Partnership | | Sole Proprietorship | |

**Identify each new owner and their percentage of ownership:**

Fetsum Beyene 50%

Yirgalem Tewelde 50%

| | Exhibit |
|---|---|
| **Attach as an exhibit, appropriate proof of ownership interest where applicable** | **B** |
| **Will the Applicant (Buyer) be operating under a fictitious firm name? If so, attach copy to exhibit** | **C** |

**Briefly describe the responsibilities of each new owner, (i.e. driver, operational manager, mechanic, bookkeeper, financial backing only, etc):**

Fetsum Beyene – Driver Training, Hiring and Firing, Back-up driver

Yirgalem Tewelde – Day to Day Operations, Driver Training, Hiring and Firing, Maintaining Vehicle Maintenance and Driver Qualification Files, Back-up driver

ENTERED 9/23/20 DT/NTF

| | | | | |
|---|---|---|---|---|
| **Has the criminal background check disclosed any issue of concern?** | **YES** | | **NO** | **X** |
| **Name(s):**<br>Fetsum Beyene<br>Yirgalem Tewelde | | | | |
| **Has the Seller had any previous NTA enforcement action? (Including against the companies drivers)** | **YES** | **X** | **NO** | |
| **Has the Buyer had any previous NTA enforcement action? (Including against the companies drivers)** | **YES** | **X** | **NO** | |

| | | | | |
|---|---|---|---|---|
| **Does the Applicant have USDOT Authority? (If so, include the SAFER printout as exhibit)** | **YES** | **X** | **NO** | |
| **Is Applicant operating in another state?** | **YES** | | **NO** | **X** |
| If so, which State and under what type of Authority? | | | | |
| **Explain:** | | | | |

| | |
|---|---|
| | **Exhibit** |
| **If so, attach copies of Enforcement Database Printout(s). If more than 5 citations include summary listing the citation number, fine amounts and date of issuance, NAC or NRS, or CFR violations. Attach copies of MC/USDOT rating. .** | **D** |

| | | | | |
|---|---|---|---|---|
| **Will (Buyer) Applicant utilize the same domicile currently being used by Seller?** | **YES** | **X** | **NO** | |
| **If not, what is the domicile address:** | | | | |
| **Does the Applicant have an acceptable Timekeeping method?** | **YES** | **X** | **NO** | |
| **If Yes, Describe:**<br>**TIMECLOCK** | | | | |

| | | | | |
|---|---|---|---|---|
| Does the (Buyer) Applicant plan to store equipment at a location other than their legal domicile? | **YES** | | **NO** | **X** |
| **If so, provide address (If known):** | | | | |

| | | | | |
|---|---|---|---|---|
| Does the (Buyer) Applicant understand the operating authority sought, and is their plans consistent with that authority? | **YES** | **X** | **NO** | |
| Can the Applicant secure insurance as required by NAC 706.191? | **YES** | **X** | **NO** | |

| | |
|---|---|
| | **Exhibit** |
| **Attach appropriate proof of insurance, or ability to obtain, as an Exhibit** | **E** |

| | | | | |
|---|---|---|---|---|
| Does the Applicant (Buyer) understand the requirements contained within 49 CFR 391.51 as they pertain to the establishment and maintenance of driver qualification files? | **YES** | **X** | **NO** | |
| Does the Applicant (Buyer) understand the requirements contained within 49 CFR 396 as they pertain to the establishment and maintenance of vehicle maintenance records? | **YES** | **X** | **NO** | |
| Does the Applicant (Buyer) understand the requirements that pertain to the establishment of a substance abuse policy/program as contained in 49 CFR Parts 40, 382, and 391? | **YES** | **X** | **NO** | |
| Has the Applicant (Buyer) contracted with a laboratory to perform and monitor their substance abuse program? | **YES** | **X** | **NO** | |
| **If so, which laboratory?**<br>Concentra | | | | |
| Does the Applicant (Buyer) have adequate personnel (drivers, managers, etc) to operate their business? | **YES** | **X** | **NO** | |

| Attach copies of the Buyer Applicant's proposed charter orders, bills of lading, tow bill (invoice), tariff (tow only) etc., as applicable, as an Exhibit | Exhibit F |
|---|---|

| | | | | |
|---|---|---|---|---|
| Has the Applicant (Buyer) demonstrated an adequate working knowledge of the statutes and regulations that pertain to operating authority sought (Including all relevant provisions of NRS Chapter 706, NAC Chapter 706, and 49 CFR? | YES | X | NO | |
| Does the Applicant (Buyer) understand the limitations inherent in their grant of operating authority (i.e. consent vs. non-consent tows, charter bus vs. scenic tours)? | YES | X | NO | |

| | | | | |
|---|---|---|---|---|
| (HHG Only) Will Applicant (Buyer) be obtaining a Warehouse Permit? | YES | N/A | NO | |
| (HHG Only) Does **Seller** have a **current** Warehouse Permit? | YES | N/A | NO | |
| Does Seller understand they must file a Voluntary Cancellation application for their warehouse permits as they are non-transferable? | YES | N/A | NO | |

| Attach Operational Inspection as an Exhibit | Exhibit G |
|---|---|

| Attach signed Knowledge Statement. | Exhibit H |
|---|---|

| COMPLIANCE ITEMS | |
|---|---|
| 1 | Avoid Material Changes |
| 2 | File with the Authority evidence, (Form E), or required insurance in Applicant's name. |
| 3 | File with the Authority the necessary insurance (Certificate of Insurance), describing liability limits, vehicles covered. |
| 4 | Make vehicle(s) available for inspection by Enforcement Staff to ensure that they properly registered in motor carrier's name, display CPCN number, name of motor carrier, or logo, and any other required markings. Provide copies of Insurance cab card, annual (USDOT) vehicle inspection, titles, and registrations. |
| 5 | Ensure all drivers have applied for temporary drivers permit (passenger transportation only) |
| 6 | Ensure Driver qualification files are setup in accordance with CFR 391.51. Explain and make available set-up of time tracking method put into place. Ensure all drivers have pre-employment drug testing in accordance with CFR 382.301. Make available to Enforcement Staff for inspection their business and equipment domiciles. |
| 7 | Ensure vehicle maintenance files are setup in accordance with CFR 396. |
| 8 | File a copy of carrier's Charter Order for review by Authority Staff, which includes the CPCN number granted and in accordance with the NAC's. |
| 9 | If vehicles are to be parked at residence, applicant shall produce 1) a letter signed by an authorized officer of homeowners association (HOA) or 2) if no HOA then a letter signed by an authorized officer of the city (or county) office of parking and code enforcement where the residence is located. The letter shall identify the applicant, identify and describe the vehicle(s) and identify the residence address. |
| 10 | File a tariff for approval by the Financial Analyst. |
| 11 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program. |
| 12 | Provide copy of Business License. |
| 13 | Provide signed Affidavit acknowledging requirements of NTA Annual Report pursuant to NRS 706.167 (for fully regulated carriers ONLY) |
| 14 | Reimburse the Authority for the cost of the noticing fees of the application. |

| | | |
|---|---|---|
| **INVESTIGATOR:** K. Rapp | | **DATE:** 9/14/2020 |
| **REVIEWED BY SUPERVISOR:** | Rene Rivera | **DATE:** 9/14/20 |
| **REVIEWED BY APPLICATION MANAGER:** | | **DATE:** 9-23-20 |

**A listed EXHIBIT, (A,B,C etc), is the documentary evidence of the requirement being met. If a requirement has not been met, the EXHIBIT category will be left blank and it will be checked as a compliance item. Questions that do not apply to the Applicant will be marked as NA.**

Rev.8/27/19RMR

# Agenda Item# 37

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Application of Night Time Entertainment, LLC d/b/a NTE for a Certificate of Public Convenience and Necessity to provide intrastate charter bus service within the State of Nevada. | ) | Docket 20-09005 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**COMPLIANCE ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on September 9, 2020, Night Time Entertainment, LLC d/b/a NTE ("Applicant") filed an Application with the Authority for a Certificate of Public Convenience and Necessity to provide intrastate charter bus service within the State of Nevada. Said Application was designated as Docket 20-09005.
2. That on September 14, 2020, the Application was properly noticed to the public and no Petitions for Leave to Intervene or Protests were filed.
3. That based on all records relating to the Application, after investigation, and pursuant to NRS 706.463:
    a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
    b. The Applicant is fit, willing, and able to comply with the provision of NRS and NAC 706 relating to safety.
    c. The operation contemplated by Applicant will be consistent with the public interest and

will not operate to defeat the legislative policy set forth in NRS 706.151.

**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. The Application on file herein shall be GRANTED authorizing the following transportation services:

   > Operate as a passenger carrier to provide intrastate charter bus service between points and places within the State of Nevada.

2. Upon full compliance with the conditions of this Order, a Certificate of Public Convenience and Necessity identified as **CPCN 2279** shall be issued to Night Time Entertainment, LLC d/b/a NTE authorizing operation in intrastate commerce as is more particularly described in the first order paragraph hereinabove.

3. Before issuance of the Certificate referred to hereinabove, the Applicant shall be required to:

   a. Avoid material changes in any conditions relied upon by the Authority in its determination of operational or financial fitness and immediately report to Authority Staff any such material changes, should they occur.

   b. File with the Authority evidence of the required insurance (Form E) in the Applicant's name

   c. File with the Authority the necessary insurance (Certificate of Insurance) describing the liability limits and vehicles covered.

   d. Make vehicle available for inspection by Enforcement Staff to ensure that they properly display the CPCN number, name of the company, and other required markings in accordance with NAC 706.170 and NAC 706.412. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles, and registrations.

   e. Ensure all drivers have applied for driver's permit.

   f. Ensure driver qualification files are setup in accordance with 49 CFR 391.51. Make available to Enforcement Staff for inspection of business and vehicle domiciles. Ensure all drivers have pre-employment drug testing in accordance with title 49, Parts 40 and 382. Explain and make available for inspection set-up of time tracking method put into place.

   g. Ensure vehicle maintenance files are to be setup and maintained in accordance with 49 CFR 396.

h. Provide a copy of the charter order to include CPCN.

i. File for review by Authority Staff, a final tariff that includes a description of the Authority granted, CPCN number, and the name and address of the Applicant.

j. Provide a copy of the contract between Applicant and the laboratory that will perform and monitor the substance abuse program. If the owner will also operate as a driver, the contract must require the laboratory to provide results of positive drug/alcohol tests directly to the Authority.

k. Provide proof that the Applicant is in compliance with all municipal, county, and homeowners association laws, codes, regulations, and bylaws for the parking or storage of its vehicles.

l. Provide for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the Covid-19 Pandemic.

m. Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority

4. Compliance with the foregoing requirements must be made by the Applicant NO LATER THAN 120 days from the date of this Order. If the Applicant fails to comply within 120-day time period, the Deputy Commissioner of the Authority may vacate this Compliance Order and dismiss this Application.

5. The Deputy Commissioner shall be authorized to issue the above-referenced Certificate of Public Convenience and Necessity upon all requirements herein having been met by the Applicant.

///

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///

6. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

# STATE OF NEVADA
## TRANSPORTATION AUTHORITY
## BACKGROUND INVESTIGATION FOR NON-FULLY REGULATED CARRIERS

| | |
|---|---|
| **DOCKET NUMBER:** 20-09005 | **DATE APPLICATION WAS FILED:** 09/09/2020 |
| **APPLICANT:** Timothy Rusling | **TITLE:** Owner |
| **COMPANY NAME:** Night Time Entertainment, LLC d/b/a NTE | |
| **ADDRESS:** 4531 Green Canyon Drive, Las Vegas, NV 89103 | |
| **PHONE NUMBERS:** 702-927-1475 | |
| **INVESTIGATOR:** D. Main | **DATE ASSIGNED:** 09/15/2020 |

## GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)

| WHAT TYPE OF SERVICE IS PROPOSED? | |
|---|---|
| Charter Bus | X |
| *Tow Car | |
| ***Consent** | |
| ***Non-Consent** | |

| **IS APPLICANT PRESENTLY PROVIDING ANY TYPE OF SERVICE:** | **YES** | | **NO** | X | **What type of service?** | |
|---|---|---|---|---|---|---|
| Charter Limousine | | Charter Bus | | Contract Carrier | | Airport Transfer | |
| Scenic Tours | | Special Services | | Taxi | | Tow Car | |
| HHG | | NEMT | | US DOT Authority | | Other States | |

| | **Exhibit** |
|---|---|
| **Attach completed Application Oath page as Exhibit A** | **A** |

| **IDENTIFY OWNERSHIP STRUCTURE OF THE PROPOSED OPERATIONS** | | | | | | | |
|---|---|---|---|---|---|---|---|
| Corporation | | LLC | X | Partnership | | Sole Proprietorship | |

**Identify each owner and their percentage of ownership:**

Timothy Rusling – 100%

| | **Exhibit** |
|---|---|
| **Attach as an exhibit, appropriate proof of ownership interest where applicable** | **B** |

**Briefly describe the responsibilities of each owner.**

**Mr. Rusling will be responsible for the day to day operations of the business. Including hiring, firing and training all drivers; vehicle maintenance file and driver qualification file maintenance.**

| | | | | |
|---|---|---|---|---|
| **Has the criminal background check disclosed any issue of concern?** | **YES** | | **NO** | **X** |
| **Name(s): Timothy Rusling – no issues of concern** | | | | |
| **Has there been any previous NTA enforcement action? (Including against the company's drivers)** | **YES** | **X** | **NO** | |
| **Does the Applicant have USDOT Authority? (If so, include the SAFER printout as exhibit)** | **YES** | | **NO** | **X** |
| **Is Applicant operating in another state?** | **YES** | | **NO** | **X** |
| If so, which State and under what type of Authority? (explain) | | | | |

| | **Exhibit** |
|---|---|
| **If so, attach copies of Enforcement Database Printout(s). If more than 5 citations include summary listing the citation number, fine amounts and date of issuance, NAC or NRS, or CFR violations. Attach copies of MC/USDOT rating.** | **C** |

ENTERED 1/6/21 DT

| | Exhibit |
|---|---|
| **If the Applicant will be operating under a fictitious firm name, attach a copy of their fictitious firm name filing.** | **D** |

**Identify key personnel who have no ownership interest and briefly describe their responsibilities:**

There be no other key personnel operating the business.

**Describe the type and number of vehicles the applicant intends to operate:**

**A. Type of Vehicles: 1**

**B. Number of Vehicles: 2020 or 2021 Ford F-350 Transit**

| | | Exhibit |
|---|---|---|
| **Attach photographs of vehicles as an exhibit.** | | **E** |
| **If available, provide copies of vehicle titles and registration.** | **COMPLIANCE** | **------** |

**Describe the facilities to be used for this operation: Residential**

**Address (If Known):**
4531 Green Canyon Dr., Las Vegas, NV 89103

| | | | | |
|---|---|---|---|---|
| **Does the Applicant have an acceptable Timekeeping method?** | **YES** | | **NO** | **X** |
| **If Yes, Describe:** | | **COMPLIANCE** | | |

| | | | | |
|---|---|---|---|---|
| **Does the Applicant plan to store their vehicles at a location other than their business domicile?** | **YES** | **X** | **NO** | |
| **Provide address (If known):** | | **COMPLIANCE** | | |

| | | | | |
|---|---|---|---|---|
| **Does the Applicant understand the operating authority sought, and is their plans consistent with the applied authority?** | **YES** | X | **NO** | |
| **Can the Applicant secure insurance as required by NAC 706.191?** | **YES** | X | **NO** | |

| | Exhibit |
|---|---|
| **Attach appropriate proof of insurance, or ability to obtain, as an exhibit.** | **F** |

| | Exhibit |
|---|---|
| **Attach copies of the Applicant's charter orders, tow bill, tow invoice (whichever is applicable) and for tow companies only, a copy of a tariff.** | **G** |

| | | | | |
|---|---|---|---|---|
| **Does the Applicant understand the requirements contained within 49 CFR 391.51 as they pertain to the establishment and maintenance driver qualification files?** | **YES** | **X** | **NO** | |
| **Does the Applicant understand the requirements contained within 49 CFR 396 as they pertain to the establishment and maintenance of vehicle maintenance records?** | **YES** | **X** | **NO** | |
| **Does the Applicant understand the requirement that pertain to the establishment of a substance abuse policy/program as contained in 49 CFR Parts 40, 382?** | **YES** | **X** | **NO** | |
| **Has the Applicant contracted with a laboratory to perform and monitor their substance abuse program?** | **YES** | | **NO** | **X** |
| **If so, which laboratory?** | **COMPLIANCE** | | | |

| | | | | |
|---|---|---|---|---|
| **Has the Applicant signed the NTA Knowledge Statement?** | **YES** | **X** | **NO** | |

| | Exhibit |
|---|---|
| **Attach signed Knowledge Statement.** | **H** |

| COMPLIANCE ITEMS | |
|---|---|
| 1 | Avoid Material Changes |
| 2 | File with the Authority evidence, (Form E), or required insurance in Applicant's name. |
| 3 | File with the Authority the necessary insurance (Certificate of Insurance), describing liability limits, and vehicles covered. |
| 4 | Make vehicle(s) available for inspection by Enforcement Staff to ensure that they properly display the CPCN number, name of company, and other required markings, in accordance with NAC 706.170, and NAC 706.412. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles, and registrations. |
| 5 | Ensure all drivers have applied for temporary drivers permit (passenger transportation only) |
| 6 | Ensure Driver qualification files are setup in accordance with CFR 391.51. Make available to Enforcement Staff for inspection of their business and vehicle domiciles. Ensure all drivers have pre-employment drug testing in accordance with Title 49, Parts 40, and 382. Explain and make available for inspection set-up of time tracking method put into place. |
| 7 | Ensure vehicle maintenance files are set up in accordance with CFR 396. |
| 8 | If vehicles are to be parked at residence, applicant shall produce 1) a letter signed by an authorized officer of homeowners association (HOA) or 2) if no HOA then a letter signed by an authorized officer of the city (or county) office of parking and code enforcement where the residence is located. The letter shall identify the applicant, identify and describe the vehicle(s) and identify the residence address. |
| 9 | File a copy of Charter Order if Charter Bus Service with CPCN |
| 10 | File a tariff for review/approval by the Financial Analyst, which includes a description of the authority granted, CPCN number, and the name and address of the Applicant. |
| 11 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list. |
| 12 | Provide for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the Covid-19 Pandemic. |
| 13 | Reimburse the Authority for the cost of noticing fees of the application. |

| | |
|---|---|
| **INVESTIGATOR:** DMaw | **DATE:** 12/29/2020 |
| **REVIEWED BY SUPERVISOR:** Rene Rivera | **DATE:** 12/29/20 |
| **REVIEWED BY APPLICATION MANAGER** | **DATE:** 1-6-21 |

**A listed EXHIBIT, (A, B, C etc), is the documentary evidence of the requirement being met. If a requirement has not been met, the EXHIBIT category will be left blank and it will be checked as a compliance item. Questions that do not apply to the Applicant the EXHIBIT category will be marked as NA.**

# Agenda Item# 38

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: The Joint Application of 24/7 Entertainment, LLC d/b/a 24/7 Entertainment Limousines for the interim temporary transfer of operating rights granted under CPCN 2073, Sub 1, to 24/7 Limousines, LTD d/b/a 24/7 Limousines. | ) | Docket 21-01027 |

**INTERIM ORDER**

The Nevada Transportation Authority of Nevada ("Authority") makes the following findings of fact and conclusions of law:

1. That on January 29, 2021, 24/7 Entertainment, LLC d/b/a 24/7 Entertainment Limousines ("24/7 Ent.") and 24/7 Limousines, LTD d/b/a 24/7 Limosuines ("24/7 Limo") filed a joint Application with the Authority for the temporary transfer of operating rights granted under Certificate of Public Convenience and Necessity ("CPCN") 2073, Sub 1 from 24/7 Ent. to 24/7 Limo. 24/7 Ent. is authorized to provide charter bus service within the State of Nevada. Said Application was designated as Docket 21-01027.
2. That simultaneously the Applicant requested temporary interim authority.
3. That on January 29, 2021, the Application was properly noticed to the public and the notice period will expire on March 1, 2021. *As of February 17, 2021, no Petitions for Leave to Intervene ("PLTI") or Protests have been filed.*
4. That should a PLTI be filed, the Authority will consider the filing in the normal due course of processing this application for temporary transfer of operating rights.
5. That on February 1, 2021 Chairman Dawn Gibbons, acting as Hearing Officer in this matter, granted the interim request.

6. That the transfer is between two certificated carriers. 24/7 Limo (Transferee-Applicant) is authorized to provide charter limousine service, scenic tour service, and special services under CPCN 1039, Sub 4, and charter limousine service under CPCN 1065, Sub 3.
7. That 24/7 Ent. and 24/7 Limo are owned by Tony Clark as follows:

   24/7 Ent - Tony Clark 100% (CPCNs 1102 and 2073)

   24/7 Limo – Clark Legacy Trust 84%, Tony Clark Trustee, and

   Tony Clark 16% (CPNCs 1039 and 1065)
8. Based on all the records pertaining to the Application, and pursuant to NRS 706.6411:
   a. The Authority has considered the service which has been performed by the Transferor-Applicant and that which may be performed by the Transferee-Applicant;
   b. The Authority has considered the other authorized facilities for transportation in the territory for which the transfer is sought;
   c. The Transferee-Applicant is fit, willing, and able to perform the services of a common motor carrier by vehicle, and the proposed operation would be consistent with the legislative policy set forth in NRS 706.151; and
   d. The public interest requires no additional amendments, restrictions or modifications be attached to the Certificate.

**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. Upon full compliance with the conditions of this Compliance Order, the certificate identified as CPCN 2073, Sub 1, shall be CANCELLED, and a new Certificate of Public Convenience and Necessity to be designated as CPCN 2073, Sub 2, shall be issued to 24/7 Limousines, LTD d/b/a 24/7 Limousines, authorizing operation as follows:

INTERIM TEMPORARY:
Operate as a passenger carrier to provide intrastate charter bus service between points and places in the State of Nevada.

INTERIM TEMPORARY AUTHORITY IN EFFECT during the time period of the pendency of the application in Docket 21-01027 or until the Authority orders otherwise, *whichever comes first*.

2. Before issuance of said Certificate referred to hereinabove, Transferee-Applicant shall be required to:

   a. Avoid material changes in any conditions relied upon by the Authority in its determination of operational or financial fitness and immediately report to Authority Staff any such material changes, should they occur.

   b. File with the Authority evidence of the required insurance (Form E) in the Applicant's name.

   c. File with the Authority the necessary insurance (Certificate of Insurance) describing the liability limits and vehicles covered.

   d. Make vehicles available for inspection by Authority Staff to ensure that they have been marked in accordance with NAC 706.170 including the carrier's name/logo and CPCN number. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles and registrations.

   e. Ensure driver qualification files are set up in accordance with CFR391.51. Explain and make available set-up of time tracking method put into place. Ensure all drivers have pre-employment drug testing in accordance with Part 40 and CFR 382.30. Make available for inspection by Authority Staff the business and vehicle domiciles.

   f. Ensure all drivers applied for temporary driver permits.

   g. Ensure vehicle maintenance files are setup in accordance with CFR 396.

   h. Provide copies of current State of Nevada Department of Taxation permit and all applicable business licenses.

   i. File a tariff that includes a description of the Authority granted, CPCN number, and the name and address of the Applicant.

   j. Provide a copy of the contract between Applicant and the laboratory that will perform and monitor the substance abuse program. If the owner will also operate as a driver, the contract must require the laboratory to provide results of positive drug/alcohol tests directly to the Authority.

k. Reimburse the Authority for all noticing fees and/or other outstanding debt to the Authority.

3. The Deputy Commissioner of the Authority shall be authorized to issue the above-referenced CPCN upon the Applicant meeting all requirements set forth herein.

4. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

# 24/7 Entertainment LLC

Date: December 28, 2020

To whom it may concern:

I am requesting temporary interim authority while applications are under consideration for final approval. We are seeking this due to being unable to insure 24/7 Entertainment LLC (CPCN 1102 & 2073) any further with the insurance companies. They will no longer insure 24/7 Entertainment LLC due to one of our drivers having multiple accidents and the risk/liability is too high. The driver is no longer employed by 24/7 Entertainment or 24/7 Limousines.

Respectfully,

A. Angelina Rivera

Angelina Rivera
Assistant General Manager

**3930 W. Windmill Lane, Ste 130**
**Las Vegas, NV 89139**
**Phone: 702-616-6000**

1/29/21 rmb
DT/NTA

21-01027

RECEIVE
JAN 2 9 2021
Nevada Transportation Authority
Las Vegas, Nevada

**BEFORE THE NEVADA TRANSPORTATION AUTHORITY**

**APPLICATION TO TEMPORARILY TRANSFER OPERATING RIGHTS**

24/7 Entertainment LLC. ("24/7 Entertainment") and 24/7 Limousines LTD ("24/7 Limousines") (or collectively "Applicants") are seeking approval to temporarily transfer the operating rights of 24/7 Entertainment to 24/7 Limousines, pursuant to Nevada Administrative Code 706.359. Specifically, Applicants seek authority for 24/7 Limousines to assume operations under Certificate of Public Convenience and Necessity ("CPCN") 2073, Sub 1 and ("CPCN")1102, from 24/7 Entertainment LLC. for a period of not less than thirty (30) days or longer than two (2) years.

The application was filed pursuant to Chapter 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").

I.

**PUBLIC INTEREST**

Applicants, 24/7 Entertainment and 24/7 Limousines respectfully submit that the requested authority to temporarily transfer the operating rights of 24/7 Entertainment to 24/7 Limousines is in the public interest for the following reasons:

1/ The proposed transfer is between two certificated carriers which are currently regulated by the NTA. Specifically, the purpose is to combine both companies since they are owned by the same owner with the interest of combining the CPCN 1102 & 2073 with 24/7 Limousines CPCN 1039 to have only one operation.

2/ Consistent with the intent of the regulation, the parties are preparing to enter into a permanent transaction to sale and purchase the assets and operating rights of 24/7 Entertainment thus, the temporary transfer will allow 24/7 Limousines, the proposed new owner an opportunity

to conduct operations and maintain the good-will of during the pendency of the sale and transfer application.

II.

**TERM OF LEASE**

Consistent with the provisions set forth in NAC 706.359(2), attached hereto is an executed copy of the Temporary Transfer of Operating Rights.

III.

**CIRCUMSTANCES WHICH MAKE THE TRANSFER NECESSARY**

Both companies are owned by the same owner and therefore would allow for a seamless and more structured operation by combing all of the assets and operations

IV.

**SPECIFIC PERIOD FOR WHICH TRANSFER IS SOUGHT, CONSIDERATION FOR THE TRANSFER, TIME AND METHOD OF PAYMENT AND AGREEMENT RELATIVE TO OPERATING RIGHTS AND REVERSION OF OPERATING RIGHTS**

Please see attached copy of the Temporary Transfer of Operating Rights and Lease Agreement which sets forth the applicable terms and conditions of the proposed lease agreement, operating rights and reversion of operating rights.

V.

**A STATEMENT OF THE RATES OR FARES PROPOSED TO BE CHARGED AND THE RULES GOVERNING SERVICE**

Please find attached hereto a proposed tariff submitted on behalf of 24/7 Entertainment as operated by 24/7 Limousines LTD dba 24/7 Limousines. The rates will remain the same as the current approved tariff.

VI.

**EVIDENCE THAT 24/7 IS FINANCIALLY ABLE TO OPERATE THE PROPOSED BUSINESS.**

Please find attached hereto a current balance sheet for 24/7 evidencing the company's financial fitness.

**VII.**

**EVIDENCE THAT THE APPLICANT, 24/7 CAN SECURE THE INSURANCE REQUIRED BY NAC 706.191.**

Please find attached hereto a letter from a licensed insurance carrier evidencing 24/7 Limousines ability to secure the necessary insurance as required by NAC 706.191.

**VIII.**

**STATEMENT DESCRIBING THE FACILITIES TO BE USED TO PROVIDE THE PROPOSED SERVICE**

Upon approval of the application to temporarily transfer the operating rights of 24/7 Entertainment to 24/7 Limousines, said business, including the storage of vehicles as well as the maintenance of all required records and files, will continue to be conducted at the currently shared domicile that both 24/7 Limousines and 24/7 Entertainment are located.

## IX.

## ADDITIONAL INFORMATION NECESSARY FOR A FULL UNDERSTANDING OF THE APPLICATION

If authorized to assume the operating rights of 24/7 Entertainment, 24/7 Limousines proposes to utilize vehicles currently in its authorized fleet and consistent with all restrictions contained in CPCN 2073. Accordingly, the vehicles will be marked "24/7" with the specific CPCN 2073 identified on each vehicle in order to demonstrate compliance with said restrictions.

Additionally, all records specific to the operation of 24/7 Entertainment will be maintained on site at 24/7 Limousines business domicile including but not limited to driver qualification files and vehicle maintenance files.

DATED this _28____ day of December, 2020



# 24-7 Limousines LTD
## Balance Sheet
### As of December 31, 2020

| | Dec 31, 20 |
|---|---|
| **ASSETS** | |
| **Current Assets** | |
| **Checking/Savings** | |
| **US Bank -0599** | 3,615.79 |
| **Total Checking/Savings** | 3,615.79 |
| **Other Current Assets** | |
| **NR - Motorsports** | 1,050.00 |
| **NR - Showcase** | 6,325.00 |
| **Total Other Current Assets** | 7,375.00 |
| **Total Current Assets** | 10,990.79 |
| **Fixed Assets** | |
| **2006 Lincoln Town Car (VIN 1843** | 20,000.00 |
| **2007 Lincoln Town Car (VIN 4137** | 12,000.00 |
| **2014 Chrysler 300 (VIN 1565)** | 30,000.00 |
| **2014 Chrysler 300 (VIN 5665)** | 30,000.00 |
| **2014 Chrysler 300 (VIN 7895)** | 30,000.00 |
| **Accumulated Depreciation** | -166,498.00 |
| **Dodge Durango VIN 0717** | 61,000.00 |
| **Escalade Sedan 55 VIN 9603** | 58,132.00 |
| **Hummer VP1 VIN 4722** | 85,000.00 |
| **Hummer VP7 VIN 1403** | 55,000.00 |
| **Hummer VP9 VIN 1999** | 114,391.51 |
| **Sweeper/Scrubber** | 8,000.00 |
| **Total Fixed Assets** | 337,025.51 |
| **Other Assets** | |
| **Accumulated Amortization** | -24,097.22 |
| **Investment in LVT** | 100,000.00 |
| **Purchase of License - AVT** | 87,500.00 |
| **Total Other Assets** | 163,402.78 |
| **TOTAL ASSETS** | **511,419.08** |
| **LIABILITIES & EQUITY** | |
| **Liabilities** | |
| **Current Liabilities** | |
| **Other Current Liabilities** | |
| **Department of Labor** | 52,821.85 |
| **Due to/from 24/7 Entertainment** | -11,349.00 |
| **Due to/from 24/7 Indoor Storage** | 69,039.70 |
| **Due to/from 24/7 Vegas Motorspo** | -6,500.00 |
| **NP - Coastline Financial** | 37,372.46 |
| **NP - Devon Kampshoff** | 9,974.19 |
| **NP - Dodge Durango VIN 0717** | 39,706.06 |
| **NP - Escalade SUV 55 VIN 9603** | 9,409.21 |
| **NP - Summer Munnikuysen** | 5,187.47 |
| **Payroll Liabilities** | |
| **Payroll Tax** | -8,406.80 |
| **Total Payroll Liabilities** | -8,406.80 |
| **Total Other Current Liabilities** | 197,255.14 |
| **Total Current Liabilities** | 197,255.14 |
| **Long Term Liabilities** | |
| **SBA Loan** | 149,900.00 |
| **Total Long Term Liabilities** | 149,900.00 |
| **Total Liabilities** | 347,155.14 |

# 24-7 Limousines LTD
## Balance Sheet
### As of December 31, 2020

| | Dec 31, 20 | |
|---|---|---|
| **Equity** | | |
| Anthony Clark Dist/Cont | | -53,243.27 |
| Clark Legacy Trust Dist/Cont | | 385,749.54 |
| Contributions | | 136,617.76 |
| Opening Balance Equity | | -126,916.02 |
| Prior Period Adj Lease Pay | | -161,800.00 |
| Retained Earnings | | -114,216.86 |
| Shareholder Distributions | | |
| Due to /from 24/7 Indoor Storag | 12,600.00 | |
| Due to/from 24/7 Ent | 107,268.03 | |
| Due to/from 24/7 Motorsports | 10,000.00 | |
| Due to/from Showcase | 2,925.00 | |
| Total Shareholder Distributions | | 132,793.03 |
| Net Income | | -34,720.24 |
| Total Equity | | 164,263.94 |
| **TOTAL LIABILITIES & EQUITY** | | **511,419.08** |

1/29/21 rmb
DT/NTA

21-01027

RECEIVED
JAN 29 2021
Nevada Transportation Authority
Las Vegas, Nevada

**BEFORE THE NEVADA TRANSPORTATION AUTHORITY**

2.1.2021 interim approval

**APPLICATION TO TEMPORARILY TRANSFER OPERATING RIGHTS**

24/7 Entertainment LLC. ("24/7 Entertainment") and 24/7 Limousines LTD ("24/7 Limousines") (or collectively "Applicants") are seeking approval to temporarily transfer the operating rights of 24/7 Entertainment to 24/7 Limousines, pursuant to Nevada Administrative Code 706.359. Specifically, Applicants seek authority for 24/7 Limousines to assume operations under Certificate of Public Convenience and Necessity ("CPCN") 2073, Sub 1 and ("CPCN")1102, from 24/7 Entertainment LLC. for a period of not less than thirty (30) days or longer than two (2) years.

The application was filed pursuant to Chapter 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").

I.

**PUBLIC INTEREST**

Applicants, 24/7 Entertainment and 24/7 Limousines respectfully submit that the requested authority to temporarily transfer the operating rights of 24/7 Entertainment to 24/7 Limousines is in the public interest for the following reasons:

1/ The proposed transfer is between two certificated carriers which are currently regulated by the NTA. Specifically, the purpose is to combine both companies since they are owned by the same owner with the interest of combining the CPCN 1102 & 2073 with 24/7 Limousines CPCN 1039 to have only one operation.

2/ Consistent with the intent of the regulation, the parties are preparing to enter into a permanent transaction to sale and purchase the assets and operating rights of 24/7 Entertainment thus, the temporary transfer will allow 24/7 Limousines, the proposed new owner an opportunity

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/27/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Tammy Gould |
|---|---|
| Edgewood Partners Insurance Center<br>6260 McLeod Dr. , Suite 100<br>Las Vegas NV 89120 | PHONE (A/C, No, Ext): (702) 364-4727 FAX (A/C, No): (702) 364-9727<br>E-MAIL ADDRESS: Tammy.Gould@epicbrokers.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| 24/7 Limousines LTD,<br>3930 W. Windmill Lane Ste. 130L<br>Las Vegas NV 89139 | INSURER A : Mesa Underwriters Specialty Insurance Company | 36838 |
| | INSURER B : National Casualty Company | 11991 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 20/21 Evidence **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | MP0005007000113 | 02/01/2020 | 02/01/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ Included |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | QPO0003151 | 07/18/2020 | 07/18/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured motorist | $ 1,500,000<br>$<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

**CERTIFICATE HOLDER**

Nevada Transportation Authority
3300 W. Sahara Ave, Ste. 200
Las Vegas NV 89102

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## COMMENTS/REMARKS

Vehicle Schedule

2014 Chrysler 300 2C3CCAAG9EH141565 Seating 9
2014 Chrysler 300 2C3CCAAG4EH127895 Seating 10
2014 Mercedes-Benz Sprinter WD3PF4DCXE5872036 Seating 15
2007 Lincoln Towncar 1L1FM88W17Y632911 Seating 8
2007 GMC Hummer 5GRGN23U47H101403 Seating 14
2005 Hummer H2 5GRGN23U75H124722 Seating 15


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# Additional Named Insureds

| Other Named Insureds | |
|---|---|
| 24/7 Entertainment Limousines | Doing Business As |
| 24/7 Limousine | Doing Business As |
| 24/7 Limousines, LTD | Additional Named Insured |
| Las Vegas Transportation, Inc | Additional Named Insured |


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# TEMPORARY TRANSFER OF OPERATING RIGHTS

**THIS TEMPORARY TRANSFER OF OPERATING RIGHTS** (hereinafter referred to as this "Agreement") is made and entered into on this 28 day of December, 2020 by and between., 24/7 Entertainment LLC. dba 24/7 Entertainment (hereinafter referred to as the "**24/7 Entertainment**" or "**OWNER**"), and 24/7 Limousines LTD, DBA 24/7 Limousines (hereinafter referred to as the "**LESSEE-OPERATOR**" or "**24/7 Limousines**") for the purpose of temporarily transferring the operating rights granted to 24/7 Entertainment pursuant to Certificate of Public Convenience and Necessity ("**CPCN 1102 and 2073**") to 24/7 Limousines LTD consistent with the provisions set forth pursuant to Nevada Administrative Code ("**NAC**") 706.359.

## RECITALS

A. 24/7 Entertainment is the duly registered owner of commercial transportation business presently located at 3930 W. Windmill Lane, Ste-130L, Las Vegas, NV 89139 in Clark County, Nevada.

B. OWNER currently holds CPCN 1102 & 2073 issued by the Nevada Transportation Authority ("NTA") authorizing OWNER to provide state-wide scenic tour, charter limousines and special services. Said CPCN includes the lawful right to engage in the general transportation of persons for compensation on an irregular schedule and over irregular routes within Clark County, Nevada. A copy of the CPCN's attached hereto as Exhibit "A".

C. OWNER desires to temporarily transfer the operating rights and authority contained in CPCN, 1102 and 2073 to 24/7 Limousines, and 24/7 Limousines agrees to accept the rights and obligations to operate 24/7 Entertainment (otherwise referred to as "The Business") consistent with all terms and conditions as required by the NTA.

NOW THEREFORE, in consideration of the mutual agreements of the parties contained in this Agreement, the parties agree as follows:

1. **LEASE AGREEMENT.** OWNER agrees to lease the business currently operated by 24/7 Entertainment to 24/7 Limousines consistent with terms and conditions set forth herein as well as all applicable federal and state laws. Additionally, the parties mutually agree that the proposed temporary transfer of operating rights may not occur until the application filed pursuant to NAC 706.359 is approved by the NTA.

2. **SERVICES TO BE PERFORMED AND LIMITATIONS.**

a. **Services.** LESSEE-OPERATOR shall at all times have complete responsibility for and control over the day to day operations and transportation services rendered pursuant to this Agreement. The services to be performed by LESSEE-OPERATOR shall include:

(i) Operating and managing The Business within the confines of Chapter 706 of the Nevada Revised Statutes ("**NRS**"), Chapter 706 of the NAC, CPCN (1102 & 2073), and as prescribed by any Federal, state, county or city agencies, including, without limitation the NTA.

(ii) Paying any and all normal expenses associated with operating The Business.

(iii) The training, safety instruction, and supervision of all employees.

(iv) The hiring and firing of all employees.

(v) Maintaining the vehicles as prescribed by their maintenance manuals and the maintenance program of the Business.

(vi) Maintaining as part of the normal expenses set forth in Section 2(a)(ii), the same insurance coverage as presently maintained by Owner and consistent with the provisions set forth in NRS and NAC Chapter 706.

(vii) Keeping a true and accurate account of all money's, checks, drafts, money orders, any other evidences of indebtedness, services, goods, equipment and effects which pertain to the Business.

(viii) Rendering monthly accounting reports to the OWNER containing an accurate and itemized list of monthly expenditures, amount of services rendered by the Business, the revenues generated by the Business, and any other information regarding the Business requested by the OWNER.

(ix) Any other services as the OWNER may from time to time reasonably prescribe.

b. **Limitations.** In providing its services, the LESSEE-OPERATOR shall at all times have the following limitations:

(i) All checks, drafts or other orders for the payment of money, or other evidences of indebtedness issued in the name of the Business signed by the LESSEE-OPERATOR shall not exceed $100,000 In the event any such checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness exceed said amount, the LESSEE-OPERATOR shall need to have the written consent of OWNER.

(ii) No loans shall be contracted on behalf of the Business by the LESSEE-OPERATOR, and no notes or other evidences of indebtedness of the Business shall be issued except upon written authorization by OWNER;

(iii) No contracts on behalf of the Business shall be executed the LESSEE-OPERATOR in an amount in excess of $100,000, except upon written authorization by the OWNER. No conveyances of property of the Business, other than payments of money in the ordinary course of business, shall be made except upon written authorization by OWNER.

3. **REGULATORY APPROVALS.** The Parties acknowledge and agree that this Agreement is subject to approval by the NTA. The OWNER will promptly take all necessary and appropriate actions to obtain all consents or approvals by the NTA.

4. **SCOPE.** The LESSEE-OPERATOR agrees to devote the necessary time, skill, labor and attention, to the Business during the term of this Agreement.

5. **COSTS.** LESSEE-OPERATORS shall pay OWNER a sum total of one dollar. All net operating profits will be maintained by the LESSEE-OPERATOR. For purpose of this Agreement, net operating profit for any accounting period shall mean the gross receipts of the Business for that period, less the sum of all cash expenses of operation for that period, and such sums as may be necessary to establish a reserve for operating expenses. Any and all net operating losses shall be borne solely by the LESSEE-OPERATOR.

6. **TERM OF LEASE AGREEMENT.** The temporary transfer of operating rights shall commence upon receipt of all necessary approvals from the NTA and shall remain in effect for a term up to twenty-four (24) months **or the completion of sale and transfer if sale/transfer is completed in less than twenty-four (24) months, all lease payments in this agreement are to be paid in full through the twenty-four (24) month period.** This Agreement may only be cancelled as set forth below in Section 12 of this Agreement. **If sale and transfer is not completed within the twenty-four (24) months an extension for 12 months will be requested.**

7. **PLACE OF BUSINESS.** The LESSEE-OPERATOR shall provide the location from which the Business shall be operated, said location to be located at, 3930 W. Windmill Lane, Ste-130L, Las Vegas, Nevada, (hereinafter referred to as the "Commerce Location").

8. **BOOKS AND RECORDS.** The LESSEE-OPERATOR shall maintain full and complete books and records with all receipts and expenditures resulting from the operation and management of the Business. Such books of account and records shall comply with Generally Accepted Accounting Principles and as required pursuant NRS and NAC Chapters 706. The books and records shall be the property of the OWNER and shall at all times during regular business hours be open to the inspection by OWNER or its representatives or any authorized member of the NTA.

On termination of services, for any cause, or upon presentation of a written order by any authorized agent of the OWNER, the LESSEE-OPERATOR will promptly turn over to OWNER, or its agents, lists of customers, all books of accounts, contracts with customers, papers, orders, price lists, and all other property and documents pertaining to or containing information relative to or belonging to the OWNER, or used in its Business.

9. **NO JOINT VENTURE OR PARTNERSHIP CREATED.** Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of a joint venture between the Parties, or of partnership, or of any association whatsoever between the OWNER and the LESSEE-OPERATOR, it being expressly understood and agreed that no other provisions contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the OWNER and the LESSEE-OPERATOR other than the relationship of OWNER and LESSEE-OPERATOR.

10. **REPRESENTATIONS AND WARRANTIES.** The OWNER hereby represents and warrants to the LESSEE-OPERATOR that this Agreement is a valid obligation binding on the OWNER except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder and compliance by the OWNER with any of the provisions hereof will (i) violate any provision of law or administrative regulation or any judicial or administrative order, or judgment or decree applicable to the OWNER; (2) conflict with any provision or the OWNER'S bylaws, or (3) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any material agreement or instrument relating to the Business or any other material agreement or instrument to which the OWNER is a party or by which the OWNER is bound.

11. **INDEMNITY.** The LESSEE-OPERATOR shall indemnify, defend and hold harmless the OWNER and its Affiliates, officers, directors, agents and representatives and persons claiming by and through any of them and their respective heirs, personal representatives, successors and assigns (collectively, the "OWNER's Group"), for, from and against all demands, claims, actions, causes of action, losses, damages, liabilities, costs and expenses, including, but not limited to, interest, penalties and reasonable attorneys' fees and expenses asserted against, imposed upon or incurred by the OWNER's Group or any member thereof by reason of the LESSEE-OPERATOR operation of the Business.

12. **TERMINATION.** The operating rights involved in the transaction shall revert to the OWNER at the expiration of the term, or upon the discontinuance of operations by the LESSEE-OPERATOR at any time before the expiration of the term. In case of reversion, the OWNER shall give immediate notice to the NTA.

a. **Events of Termination.** Except as otherwise specifically provided herein, this Agreement may be terminated as follows:

(i) By both parties mutually consenting in writing to the termination of this Agreement;

(ii) Upon receipt of approval from the NTA authoring the sale and transfer of The Business from OWNER to LESSEE-OPERATOR;

(iii) By the OWNER, if the LESSEE-OPERATOR materially breaches its duties and responsibilities herein;

(iv) By the OWNER, if the LESSEE-OPERATOR is unable to perform the services set forth herein;

(v) By the OWNER, if the NTA revokes the authorization for the LESSEE-OPERATOR to manage the Business;

b. **Effect of Termination.**

(i)Upon termination of this Agreement by the Parties as provided in Sections 11(a)(i) and (v), the OWNER and the LESSEE-OPERATOR shall have no further rights or obligations pursuant to this Agreement.

(ii)Upon termination of this Agreement by the OWNER as provided in Sections 12(a)(ii), (iii), (iv), and (vi), the OWNER and the LESSEE-OPERATOR shall have no further rights or obligations pursuant to this Agreement; however, the OWNER shall have the right to continue operating from the Commerce Location for up to thirty (30) days rent free or until the OWNER finds a new location from which to operate, whichever occurs first.

c. **Remedies.** For any breach of this Agreement by the LESSEE-OPERATOR, the OWNER may avail itself of all rights, powers remedies now or hereafter existing at law or in equity or by statute or otherwise, including, without limitation, the rights to specific performance and/or damages.

**13. FURNISHING BUSINESS INFORMATION TO OUTSIDERS.** The LESSEE-OPERATOR agrees that he will not, during the term of employment, or at any other time of employment, furnish to any individual, firm, or corporation other than the OWNER any list or lists of customers, or information of any kind or nature pertaining to the Business.

**14. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and supersedes any and all prior discussions and agreements between the parties hereto about such matters.

15. **ARBITRATION.** Any controversy or claim between OWNER and LESSEE-OPERATOR relating to this Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. One arbitrator will be used, unless the parties to the dispute are not able to agree on a designated arbitrator, in which case a three (3) member panel of arbitrators will be used. The formula will be that each party will appoint one arbitrator and the two arbitrators will appoint a third. The third arbitrator will be appointed at the discretion of the first two appointed arbitrators, and without input from either of the parties. The exception to arbitration will be injunctive relief. All other matters will be presented to such arbitrator for final arbitration under the Uniform Arbitration Act.

16. **REPRESENTATION BY COUNSEL.** The Parties represent and agree that they fully understand their right to discuss this Agreement with an attorney; that to the extent, if any, the Parties so desired, they have availed themselves of this opportunity; that they have carefully read and fully understand all of the provisions of this Agreement; and that the Parties are voluntarily entering into this Agreement with full understanding of its legal consequences.

17. **INTERPRETATION.** The Parties acknowledge it is their respective intention that this Agreement be interpreted as if drafted cooperatively by any counsel representing the Parties to this Agreement, and that for purposes of subsequent interpretation, this Agreement shall be treated as if drafted equally by each Party and shall not be interpreted against either one Party of the other, but rather inure to the benefit of both the same.

18. **MISCELLANEOUS.**

a. This agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.

b. The captions are inserted into this Agreement for convenience only and in no way define, limit or describe the scope of this Agreement, nor the intent of any provision herein.

c. In the event either Party shall prevail in any legal action commenced to enforce this agreement, including Arbitration, the prevailing party shall be entitled to all costs incurred in such action including attorney's fees.

d. Time is of the essence of the Agreement and each of its provisions.

e. No waiver, amendment or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by both the OWNER and the LESSEE-OPERATOR.

f. The parties shall not have the right to assign their respective interests in this Agreement.

g. All notices or other communications that are required or permitted hereunder shall be in writing and sufficient if delivered personally by telex, telegram, prepaid courier, or registered or certified mail, postage prepaid, return receipt requested, at the last known address of the Parties.

h. One or more waivers of any covenant, term or condition of this Agreement by either Party shall not be construed by the other Party as a waiver of a subsequent breach of the same or any other covenant, term or condition, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act.

i. This Agreement is governed and interpreted under the laws of the State of Nevada as they exist at the date of the Agreement.

**IN WITNESS WHEREOF,** each of the Parties hereto has caused this Agreement to be executed on its behalf in the State of Nevada as of the day and year as first written above.

**OWNER:**

**24/7 Entertainment LLC**
**3930 W. Windmill Lane, Ste-130L**
**Las Vegas, NV 89139**

**Tony Clark Managing Member**

**Dated:** 12-28-2020

**LESSEE-OPERATOR:**

**24/7 Limousines LTD**
**3930 W. Windmill Lane, Ste-130L**
**Las Vegas, NV 89139**

**Tony Clark Managing Member**

**Dated:** 12-28-2020

TRANSPORTATION SERVICES AUTHORITY OF NEVADA

ORDER
and
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

24/7 Entertainment, LLC
dba 24/7 Entertainment Limousines

CPCN 2073, Sub 1
(Formerly CPCN 2073)
Docket No. 01-9030

The Transportation Services Authority of Nevada ("Authority") finds that the above-named carrier has complied with this Authority's Compliance Order dated November 8, 2001, the findings of fact and conclusions of law, which are hereby incorporated by this reference, and therefore is entitled to receive authority from this Authority to engage in transportation in intrastate commerce as a motor carrier.

IT IS ORDERED that Certificate of Public Convenience and Necessity CPCN 2073 formerly issued to 24/7 Entertainment, LLC dba 24/7 Elite Transportation Services is hereby CANCELLED and that in lieu thereof this Certificate of Public Convenience and Necessity CPCN 2073, Sub 1 is hereby granted to 24/7 Entertainment, LLC dba 24/7 Entertainment Limousines, as evidence of the authority of the holder to engage in transportation in intrastate commerce as a common carrier by motor vehicle subject to applicable statutes, rules and regulations of the Authority, and such terms, conditions and limitations as are now or may hereafter be attached to the exercise of the privileges herein granted.

IT IS FURTHER ORDERED and made a condition of this Certificate that the holder shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure to do so shall constitute sufficient grounds for suspension, modification or revocation of this certificate.

IT IS FURTHER ORDERED that nothing contained herein shall be construed to be either a franchise or irrevocable and that failure to comply with rules, regulations and orders of the Authority and applicable statutory provisions shall constitute sufficient grounds for suspension or revocation of this certificate.

IT IS FURTHER ORDERED that this authority shall not be sold or transferred without the Authority's prior approval.

IT IS FURTHER ORDERED that the transportation service to be performed by said carrier shall be as specified below:

Operate as a passenger carrier to provide Intrastate Charter Bus service between points and places in the State of Nevada.

IT IS FURTHER ORDERED that the Authority retains jurisdiction for the purpose of correcting any errors, which may have occurred in the drafting or issuance of this Order and Certificate of Public Convenience and Necessity.

By the Authority,

PAUL J. CHRISTENSEN, Chairman

Attest: _____
Dave Kimball, Deputy Commissioner

Dated: April 24 2002
Las Vegas, Nevada

Exhibit A ½

TRANSPORTATION SERVICES AUTHORITY OF NEVADA
ORDER
and
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

24/7 Entertainment, LLC
dba 24/7 Entertainment Limousines

CPCN 1102
Docket No. 06-04015

The Transportation Services Authority of Nevada ("Authority") finds that the above-named carrier has complied with this Authority's Compliance Order dated November 16, 2006, the findings of fact and conclusions of law which are hereby incorporated by this reference, and therefore is entitled to receive authority from this Authority to engage in transportation in intrastate commerce as a motor carrier.

IT IS ORDERED that 24/7 Entertainment, LLC dba 24/7 Entertainment Limousines is hereby granted this certificate of public convenience and necessity as evidence of the authority of the holder to engage in transportation in intrastate commerce as a common carrier by motor vehicle subject to applicable statutes, rules and regulations of the Authority, and such terms, conditions and limitations as are now or may hereafter be attached to the exercise of the privileges herein granted.

IT IS FURTHER ORDERED and made a condition of this certificate that the holder shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure to do so shall constitute sufficient grounds for suspension, modification or revocation of this certificate.

IT IS FURTHER ORDERED that nothing contained herein shall be construed to be either a franchise or irrevocable and that failure to comply with rules, regulations and orders of the Authority and applicable statutory provisions shall constitute sufficient grounds for suspension or revocation of this certificate.

IT IS FURTHER ORDERED that this authority shall not be sold or transferred without the Authority's prior approval.

IT IS FURTHER ORDERED that the transportation service to be performed by said carrier shall be as specified below:

> Provide charter limousine service to passengers and their baggage, on-call, over irregular routes between points and places within Clark, Nye and Lincoln Counties, Nevada, on the one hand and points and places within the State of Nevada on the other.
>
> RESTRICTIONS: The number of vehicles in the carrier's fleet shall be no more than four (4).
>
> The carrier may not sell, transfer, expand or modify the operating authority granted herein for eighteen (18) months following the issuance of this certificate.

IT IS FURTHER ORDERED that the Authority retains jurisdiction for the purpose of correcting any errors which may have occurred in the drafting or issuance of this Order and Certificate of Public Convenience and Necessity.

By the Authority,

KIMBERLY MAXSON-RUSHTON, Chairman

Attest: April D. Woodard
April Woodard, Deputy Commissioner

Dated: Dec. 1, 2006
Las Vegas, Nevada



2/2

**24/7 Entertainment LLC**

**dba.**

**24/7 Entertainment Limousines**

**Operated By:**

**24/7 Limousines LTD**

**dba.**

**24/7 Limousines**

CPCN NO 2073
24/7 Entertainment LLC,
Operated by 24/7 Limousines, LTD
Dba 24/7 Entertainment Limousines
Charter Service Tariff #1

No supplement to this tariff will be issued except for the purpose of canceling the tariff unless specifically authorized by the Authority. Additions to, changes in and eliminations from this tariff will be in loose-leaf form.

---

# CHARTER SERVICE TARIFF 1

NAMING

## FARES, CHARGES, RULES AND REGULATIONS

FOR

## THE TRANSPORTATION OF PASSENGERS AND THEIR BAGGAGE

IN

## CHARTER BUS OPERATIONS

IN

## POINTS AND PLACES WITHIN THE STATE OF NEVADA

---

Issued: December 28, 2020:

Effective:_____

ISSUED BY:
24/7 Entertainment LLC,
Operated by 24/7 Limousines LTD
Dba 24/7 Entertainment Limousines
3930 W. Windmill Lane, Ste-130L
Las Vegas, Nevada 89139

CPCN NO 2073
24/7 Entertainment LLC,
Operated by 24/7 Limousines, LTD
Dba 24/7 Entertainment Limousines
Charter Service Tariff #1

## CHECKING SHEET FOR TARIFF

Upon receipt of new or revised pages a check mark must be placed opposite the "Correction Number" (shown below) corresponding to number shown in lower left-hand corner of the new or changed page. If correction numbers are properly checked as received, check marks will appear in consecutive order without omissions. However, if check marks indicate that a revised page has not yet been received, request should at once be made to the issuing agent for copy of same.

## CORRECTION NUMBERS

| | | | | |
|---|---|---|---|---|
| 1 | 11 | 21 | 31 | 41 |
| 2 | 12 | 22 | 32 | 42 |
| 3 | 13 | 23 | 33 | 43 |
| 4 | 14 | 24 | 34 | 44 |
| 5 | 15 | 25 | 35 | 45 |
| 6* | 16 | 26 | 36 | 46 |
| 7* | 17 | 27 | 37 | 47 |
| 8* | 18 | 28 | 38 | 48 |
| 9 | 19 | 29 | 39 | 49 |
| 10 | 20 | 30 | 40 | 50 |

## EXPLANATION OF ABBREVIATIONS AND OTHER REFERENCE MARKS

| | |
|---|---|
| d/b/a | doing business as |
| Nev. or NV | Nevada |
| No - | Number |
| N.T.A | Nevada Transportation Authority |
| / | Addition |
| * | Change |
| c | Cent or Cents |
| + | Increase |
| - | Reduction |
| Δ | Change, neither increase nor reduction |

Issued: December 28, 2020:

Effective:_____

ISSUED BY:
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Charter Service Tariff #1

## APPLICATION OF CARRIERS OPERATING AUTHORITY

Fares and charges in this tariff are limited in their application to the extent of carrier's operating authority set forth in certificate, issued by the Nevada Transportation Authority, RESTRICTED to transportation in INTRASTATE Commerce only as a common carrier by motor vehicle, as follows:

24/7 Entertainment LLC, Dba 24/7 Entertainment Limousines

On Call over irregular routes, of Passengers in charter bus service, between points and places within the State of Nevada.

## RULES AND REGULATIONS

### 1. APPLICATION OF TARIFF

Fares and charges named in this tariff are stated in gross (commissionable) terms; and cover only ground transportation of passengers and their baggage, as provided in Carrier's Operating Authority in transportation operations. Rates and charges provided in this tariff, for services as ordered, shall be prepaid or paid by established accounts within 30 days of service. Charges for services in addition to the services ordered and previously prepaid shall be paid within 24 hours of presentation of invoice or transportation bill to the debtor.

### 2. NON DISCRIMINATION

Carrier will not refuse service to anyone because of race, creed, sex or national origin.

### 3. BAGGAGE & CLAIM PROCEDURE

Hand baggage, not to exceed fifty (50) pounds in weight for each fare ticket will be carried without charge. No baggage other than hand baggage will be carried on any trip. Carrier will not be liable for loss or damage to baggage or contents thereof unless occasioned by lack of reasonable care on its part and then only for the maximum liability of $250.00 for the loss of, or damage to, any single piece of baggage, including its contents. Claims for loss of baggage must be communicated to the carrier at the time the passenger arrives at his/her final destination. Carrier will not settle claims on the spot in any circumstances. The passenger will have 7 days to submit a supporting written claim which must contain sufficient information regarding such loss. The carrier shall have a reasonable time in which to locate baggage before making settlement, which will not be more fourteen (14) days after being notified of such loss. Within fourteen (14) days after receipt of the written claim with supporting documents, the carrier shall (a) compensate the passenger or (b) deliver the passenger a written denial of the claim. A denial of a claim may be appealed to the Nevada Transportation Authority. (NAC 706.333)

Issued: December 28, 2020:

Effective:_____

ISSUED BY:
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Dba 24/7 Entertainment Limousines
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Charter Service Tariff #1

## 4. CHILDREN - UNACCOMPANIED

No person under the age of 18 will be permitted to charter a bus. Anyone under the age of 18 will require a parent, guardian or other responsible adult to accompany the minor or will require a minor's liability agreement which is signed and given to the driver for each minor. In addition in the case all minors are under the age of 15 they will be permitted to participate in the services provided that an adult is present. We define an adult as any person who is 18 years of age, or older who is responsible for the care and supervision of the minor during the Charter. If any persons under the age of 21 is caught possessing or consuming alcohol or drugs during a charter, the charter will be terminated immediately and minors parents or guardians will be required to come and pick the minors up at the location terminated, or the minors will be returned to the parent or guardians pick up location, or authorities will be contacted depending on circumstances, and no monies will be refunded from the Charter.

## 5. OBJECTIONABLE PERSONS

The driver of the vehicle will have the right to refuse to carry any person or require any passenger to leave the vehicle of the person or passenger is intoxicated, unruly or is believed to be under the influence of narcotics, or is believed to present a danger to the health or safety of the driver.

## 6. CARRIER'S LIABILITY

The Carrier will not be liable for delays caused by an act of God, public enemy, authority of law, quarantine, riots, strikes, force majeure, accidents, breakdowns, unnavigable conditions of the road, storms and other conditions beyond its control; and does not guarantee to arrive at or depart from any point of specified time. The Carrier will endeavor to maintain the schedule submitted by its agent or employee; and, over routes indicated, but the same is not guaranteed. In the event any of the above conditions exist and, in the opinion of the Carrier, it is inadvisable to operate its equipment from the point of origin to any point in route. The Carrier shall not be liable therefore, or be held in damages for any reason whatsoever.

## 7. EQUIPMENT SUBSTITIUTION

When scheduled equipment is not available, due to breakdowns or the total number of passengers, carrier may at their discretion substitute equipment.

## 8. SEAT BELTS

All passengers will be required to fasten the vehicle's seat belts at any time the vehicle is in motion. Carrier reserves the right to refuse service to anyone who cannot, or will not, wear a seat belt.

## 9. SMOKING POLICY

Smoking of any kind but not limited to cigarettes, cigars, medical marijuana ect. will not be permitted in any of the carrier's vehicles.

## 10.ANIMALS

Animals, other than ADA (Americans with Disabilities ACT) Service Animals will not be carried unless properly confined.
A special cleaning fee (actual cost) will be assessed to the passenger(s) for damages caused by pets or animals.

Issued: December 28, 2020: Effective: _____

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CPCN NO 2073
24/7 Entertainment LLC,
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Dba 24/7 Entertainment Limousines
Charter Service Tariff #1

## 11.CANCELLATION FEE

50% Deposit's are required on all reservations (50% deposit for transportation is non-refundable if cancelled less than 7 days prior to start date). The cancellation fee shall be 50% of the Full fare, unless request is canceled more than 7 days from departure destination. After equipment has already arrived at departure destination, such fee shall then be the full fare.

## 12.VEHICLE DEFINITIONS

1. **16 Passenger Party Bus** (also known as motor coach, often simply called a bus) is a type of bus which includes luxury seating, custom interior custom audio/ visual equipment with a separate luggage hold, with a maximum passenger capacity of 16 passengers, including driver depending on seating.

2. **28 Passenger Party Bus** (also known as motor coach, often simply called a bus) is a type of bus which includes luxury seating, custom interior custom audio/ visual equipment with a separate luggage hold, with a maximum passenger capacity of sixteen and 28 passengers, including driver.

3. **30 Passenger Party Bus** also known as motor coach, often simply called a bus) is a type of bus which includes luxury seating, custom interior custom audio/ visual equipment with a separate luggage hold, with a maximum passenger capacity of 30, including the driver.

4. **35 Passenger Party Bus** also known as motor coach, often simply called a bus) is a type of bus which includes luxury seating, custom interior custom audio/ visual equipment with a separate luggage hold, with a maximum passenger capacity of 35, including the driver.

5. **40 Passenger Party Bus** also known as motor coach, often simply called a bus) is a type of bus which includes luxury seating, custom interior custom audio/ visual equipment with a separate luggage hold, with a maximum passenger capacity of 40, including the driver.

## 13.CLIENT DEFINITION

**Affiliate Limousine Company** is a company that holds the proper authority to provide transportation services as a common motor carrier both in and out of the State of Nevada. Companies located outside the State of Nevada will be required to maintain proper state recognition of their operating authority on file with 24/7 Entertainment Limousines client files and available for inspection by the NTA.

**Corporate Clients or Local resident Client with contract on file:** is either an individual residing in the State of Nevada or a corporation with a need to provide transportation within the State of Nevada. To qualify they must show proper identification, issued from a state or governmental authority, which would prove Nevada residency.

CPCN NO 2073
24/7 Entertainment LLC,
Operated by 24/7 Limousines, LTD
Dba 24/7 Entertainment Limousines
Charter Service Tariff #1

## 14.CHARTER TYPE DEFINITION

* **"Walk up Charter Rates"** Applies where customers do not pre-arrange for transportation via company telephone or internet but by other sources where there are no marketing expenses involved. Rate includes driver & audio equipment.

***"Office Charters"** Applies where customer pre-arranges transportation via company telephone or internet. Rate includes driver & audio equipment.

## 15.CHARTER SERVICES RATES AND CHARGES

Charges shown below will be computed on the bases of the Hourly Rate or the minimum charge whichever is greater.

| **Equipment Description** | | * "Kelly Rates" | ** "Office Charter Rates" |
|---|---|---|---|
| **All times except for Weekend Nights, Holidays & Special Events** | | | |
| 16 Passenger Party Bus | 1 Hour | **$65.00** | **$95.00** |
| Each subsequent One Half Hour less | | **$32.50** | **$47.50** |
| 28 Passenger Party Bus | 1Hour | **$55.00** | **$125.00** |
| Each subsequent One Half Hour less | | **$27.50** | **$62.50** |
| 35 Passenger Party Bus | 1 Hour | **$75.00** | **$150.00** |
| Each subsequent One Half Hour less | | **$37.50** | **$75.00** |
| 40 Passenger Party Bus | 1 Hour | **$75.00** | **$175.00** |
| Each subsequent One Half Hour less | | **$37.50** | **$87.50** |
| 30 Passenger Party Bus | 1 Hour | **$75.00** | **$175.00** |
| Each subsequent One Half Hour less | | **$37.50** | **$87.50** |
| **Weekend Nights (6pm – 1am) Friday & Saturday** | | | |
| 16 Passenger Party Bus | 1 Hour | **$75.00** | **$110.00** |
| Each subsequent One Half Hour less | | **$37.50** | **$55.00** |
| 28 Passenger Party Bus | 1 Hour | **$75.00** | **$150.00** |
| Each subsequent One Half Hour less | | **$37.50** | **$75.00** |
| 35 Passenger Party Bus | 1 Hour | **$85.00** | **$175.00** |
| Each subsequent One Half Hour less | | **$42.50** | **$87.50** |
| 40 Passenger Party Bus | 1 Hour | **$85.00** | **$200.00** |
| Each subsequent One Half Hour less | | **$42.50** | **$100.00** |
| 30 Passenger Party Bus | 1 Hour | **$100.00** | **$200.00** |
| Each subsequent One Half Hour less | | **$50.00** | **$100.00** |

Issued: December 28, 2020: Effective:_____

ISSUED BY:
24/7 Entertainment LLC,
Operated by 24/7 Limousines LTD
Dba 24/7 Entertainment Limousines
3930 W. Windmill Lane, Ste-130L
Las Vegas, Nevada 89139

CPCN NO 2073
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Charter Service Tariff #1

## 1. CHARTER SERVICES RATES AND CHARGES CONT.

Charges shown below will be computed on the bases of the Hourly Rate or the minimum charge whichever is greater.

| | | | |
|---|---|---|---|
| **Holiday & Special Events** | | | |
| 16 Passenger Party Bus | 1 Hour | **$100.00** | **$125.00** |
| Each subsequent One Half Hour less | | **$50.00** | **$62.50** |
| 28 Passenger Party Bus | 1 Hour | **$75.00** | **$175.00** |
| Each subsequent One Half Hour less | | **$37.50** | **$87.50** |
| 35 Passenger Party Bus | 1 Hour | **$125.00** | **$200.00** |
| Each subsequent One Half Hour less | | **$62.50** | **$100.00** |
| 40 Passenger Party Bus | 1 Hour | **$125.00** | **$225.00** |
| Each subsequent One Half Hour less | | **$62.50** | **$112.50** |
| 30 Passenger Party Bus | 1 Hour | **$125.00** | **$225.00** |
| Each subsequent One Half Hour less | | **$62.50** | **$112.50** |

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Charter Service Tariff #1

## 2. COMPUTATION OF RATES AND CHARGES

- 16 to 40 Passenger Party Bus Amenities Package (Ice, Glass Ware, T.V'S, Music DVD's) will be a cost of $10 per hour per amenities package.
- 16 to 40 Passenger Party Bus Amenities Package (LED lights, I-Pod, Smoke machines, Laser Lights.) will be a cost of $25 per hour per amenities package.
- An airport fee of $10.00 per hour will apply to all airport arrival charters (AVI fee)
- Meet and greet fee of $15.00 will be added for all airport charters requiring driver to meet passengers with sign in baggage claim.
- A fee of $10.00 per hour will apply for forecasted events from the Las Vegas Convention & Visitor Authority or The Event Organizer with an estimated visitor count of 40,000 people or more.
- A fee of $20.00 per hour will apply for forecasted events from the Las Vegas Convention & Visitor Authority or The Event Organizer with an estimated visitor count of 60,000 people or more.
- A fee of $25.00 per hour will apply for forecasted events from the Las Vegas Convention & Visitor Authority or The Event Organizer with an estimated visitor count of 80,000 people or more.
- A fee of $50.00 per hour will apply for forecasted events from the Las Vegas Convention & Visitor Authority or The Event Organizer with an estimated visitor count of 100,000 people or more.
- Long Distance Charters(Charters operating outside a distance of a 10 mile radius of McCarran International Airport) will be charged an additional $10 per hour for added millage, fuel, and Maintenance expenses).
- Long Distance Charters(Charters operating outside a distance of a 15 mile radius of McCarran International Airport) will be charged an additional $15 per hour for added millage, fuel, and Maintenance expenses).
- Long Distance Charters(Charters operating outside a distance of a 20 mile radius of McCarran International Airport) will be charged an additional $20 per hour for added millage, fuel, and Maintenance expenses).
- Out of town charters (Charters operating outside of a 50 mile radius of McCarran International Airport) will be charged an additional $50.00 per charter hour for: (added mileage, fuel, and maintenance expenses).
- Rates and Charges named in this tariff are applicable to, and apply from the earlier of the scheduled time of pick –up including waiting time and/or live service until the time of drop off.
- Rates and charges named in this Tariff are applicable to "dead head time". Dead head time is when the vehicle is without passengers and the customers point of origin or point of destination is more that fifteen (15) miles from base. For calculation purposes, the base is McCarran International Airport.
- Rate is exclusive of rates for accompanying staff (Interpreter services, VIP Host, or concierge services)
- Any toll charges, parking, park entrance fees, or other trip fees are responsibilities of the customer
- Maximum driving allowed by D.O.T. Standards is 11 hours per day with a 14 hour shift. Any long distance trip over 5.5 hours driving one way requires overnight stay at turning point, making the trip two days. A Per Diem of $150.00 per night plus $25.00 per hour waiting time will be charged in lieu of driver lodging and meal expenses.
- **Special Events** such as Homecomings, Proms and NASCAR, EDC will require minimum charter hours depending on event, ETC. 1) Homecoming & Prom 4 Hours. 2) EDC 2 Hours. 3) NASCAR Sunday 8 Hours.
- **Holidays** defined as all nationally recognized Holidays.
- A $25.00 fee per hour will be charged to request a specific Bus
- A 10% discount is given when a customer reserves simultaneously two (2) separate 1-hour charter limousine service for transportation north of Sunset Road, south of Sahara Avenue, west of Paradise Road and east of Dean Martin Road. Both hours must be reserved at the time of booking. This discount does not apply to Sedan's or SUV's vehicles or walk up service

Issued: December 28, 2020: ISSUED BY: Effective:_____

CPCN NO 2073
24/7 Entertainment LLC,
Operated by 24/7 Limousines, LTD
Dba 24/7 Entertainment Limousines
Charter Service Tariff #1

## 3. DAMAGE AND SPECIAL CLEANING

Each vehicle dispatched for a charter will be in good condition upon arrival. Any damage to the vehicle which is caused by intentional acts or negligence of the passenger(s) will be charged by the carrier to the customer(s) as follows:

**Per Item minimum fees:**

**If cost is greater, customer will be responsible for actual cost of damages caused.**

| | |
|---|---|
| **Damages (Doors, Bars, Scratches or Dents)** | **$100.00 minimum** |
| **Damage, Vomit & Special Cleaning** | **$500.00 minimum** |
| **Flat Screen TV** | **$500.00 minimum** |
| **Limousine Window** | **$500.00 minimum** |
| **Cigarette burns inside Limousine** | **$250.00 minimum** |
| **Broken window shade** | **$175.00 minimum** |
| **Emergency Hatch Broken or Damage** | **$450.00 minimum** |
| **Emergency Hatch Alarm reset** | **$150.00 minimum** |
| **Seat tears and/or rips in the interior** | **$150.00 minimum** |
| **Broken or missing rock or champagne glasses** | **$5.00 minimum** |
| **Stereo Equipment Damaged or Blown** | **$500.00 minimum** |

# Agenda Item# 39

**Staff's Request for Deviation of NAC 706.356 subsection 4.**

NAC 706.356 (4) limits the amount of time that a carrier can interrupt services to 180 days after the date on which the petition was filed. Currently, there are approximately 80 carriers on temporary discontinuances, which is a significant increase, mostly due to the COVID-19 pandemic. Only 4 carriers are closed for other reasons.

Numerous petitions requesting temporary discontinuances appear monthly on the general sessions. Staff spends a great deal of time processing these petitions including contacting carriers to file new/extensions timely, processing the petitions once submitted, writing/reviewing orders, preparing back up for the agenda binder, and remediating the documentation. They are all desk-related procedures and not safety-related procedures.

To process these petitions more efficiently, Staff is requesting to deviate from the NAC that only COVID-19 related temporary discontinuances increase the expiration period from 180 days to ***365 days***. All procedures performed by staff and carriers, after the petition is submitted remain the same, and most importantly, the safety level provided to the public is not affected.

This request will apply to petitions included in the March 4, 2021 general session (3 new and 15 extensions) and to future filings based on Covid-19 issues. If the Authority grants this deviation, staff will update the Authority in 6 months on whether the deviation is still needed.

NAC 706.356 Interruption of service. (NRS 706.171)

1. Except as otherwise provided in subsection 3, a common motor carrier who is subject to the provisions of NAC 706.010 to 706.4019, inclusive, shall not interrupt any service established pursuant to the provisions of NRS 706.011 to 706.791, inclusive, for more than 48 hours in any 180-day period without filing a petition and obtaining an order granting the petition from the Authority. The Authority will give public notice and, if a protest is filed, hold a hearing on the petition before granting the petition. The Authority may hold a hearing on the petition if no protests are filed. If the Authority does not act on the petition within 45 days after its filing, the petitioner may temporarily suspend operations until a final order is entered by the Authority.

2. A carrier who interrupts such service for less than 48 hours must provide notice to the Authority if the service being interrupted is the transportation of passengers. A notice required pursuant to this subsection must include, without limitation, the justification for the interruption of service. Financial or economic hardship may not be used to justify such an interruption. An interruption of less than 48 hours may not be renewed or extended unless the carrier files a petition and obtains an order in accordance with subsection 1.

3. If an interruption of service for more than 48 hours is caused by an unforeseeable event which is beyond the control of the carrier, the carrier must provide written notice to the Authority within 24 hours after the event. If service is not resumed within 10 days after such an interruption, the carrier must file a petition in accordance with subsection 1.

4. An order of the Authority granting the temporary interruption of service expires 180 days after the date on which the petition was filed. If the carrier has not resumed service on a permanent basis upon the expiration of such an order, the staff of the Authority shall, within 30 days after the expiration of the order, forward a recommendation to the Authority stating whether the Authority should issue an order to show cause why the certificate of public convenience and necessity of the carrier should not be revoked.

[Pub. Service Comm'n, Gen. Order 5 Rule 211, eff. 12-1-62] — (NAC A 9-1-87; 9-16-92; A by Transportation Serv. Auth. by R071-98, 10-28-98; A by Nev. Transportation Auth. by R113-10, 12-16-2010)

# Agenda Item# 40

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of Desert Cab, Inc. d/b/a Odyssey Limousine to discontinue operations authorized under Certificate of Public Convenience and Necessity 1075, Sub 2 from January 1, 2021 through June 30, 2021. | ) | Docket 21-01007 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on January 7, 2021 George Balaban, President of Desert Cab, Inc. d/b/a Odyssey Limousine ("Petitioner") filed a Request, designated as Docket 21-01007, with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 1075, Sub 2 for the period of January 1, 2021 through June 30, 2021. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the Request on file herein comes within the purview of the statutes of the State of Nevada.
3. That the Request requires retroactive approval.
4. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of Desert Cab, Inc. d/b/a Odyssey Limousine to temporarily discontinue operations

authorized under CPCN 1075, Sub 2 is hereby GRANTED for the period March 15, 2020 through September 15, 2020, subject to the condition set forth in subparagraph 2 below.

2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 1075, Sub 2 and:
   a. Provide evidence of current vehicle liability insurance and Form E,
   b. Ensure carrier has an approved safety plan on file with the Authority,
   c. Provide a list of all current drivers,
   d. Ensure all drivers have current driver's permits,
   e. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
   f. Provide a list of all current vehicles along with copies of current registrations and AVIRs,
   g. Ensure all vehicles have current decals, and
   h. Pay all fines and fees due to the Authority.
3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

21-01007

RECEIVED
JAN 07 2021
Nevada Transportation Authority
Las Vegas Nevada

**State of Nevada**
**Department of Business and Industry**
**Nevada Transportation Authority**

# Request to Temporarily Discontinue Service

Company Name: Desert Cab, Inc Odyssey Limousine

Address: 4675 Wynn Road

City, State, Zip: Las Vegas NV 89103

CPCN: 1075

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from 1-1-21 to 6-30-21. (Not to exceed 6 months)

This request is due to: Covid 19 Issues

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

Signature of Certificate Holder

George Balaban
Printed name of Certificate Holder

702 386 4928 702 386 6859
Phone number Fax number

GTBalaban@gmail.com
Email Address

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.



1/11/21 mb

# Agenda Item# 41

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of Scott Towing and Transport, LLC to discontinue operations authorized under Certificate of Public Convenience and Necessity 7436 from January 22, 2021 through July 20, 2021. | ) | Docket 21-01021 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on January 25, 2021, David Scott, Owner of Scott Towing and Transport, LLC ("Petitioner") filed a Request, designated as Docket 21-01021, with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 7436 for the period of January 22, 2021 through July 20, 2021. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the Request on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
3. That the Request requires retroactive approval.
4. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of Scott Towing and Transport, LLC to temporarily discontinue operations authorized under CPCN 7436 is hereby GRANTED for the period January 22, 2021 through July 20, 2021, subject to the condition set forth in subparagraph 2 below.
2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 7436 and:
   a. Provide evidence of current vehicle liability insurance and Form E,
   b. Ensure carrier has an approved safety plan on file with the Authority,
   c. Provide a list of all current drivers,
   d. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
   e. Provide a list of all current vehicles along with copies of current registrations and AVIRs,
   f. Ensure all vehicles have current decals, and
   g. Pay all fines and fees due to the Authority.
3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

21-01021

1/26/21 rmb
DT/NTA

RECEIVED
JAN 25 2021
Nevada Transportation Authority
Las Vegas, Nevada

**State of Nevada**
**Department of Business and Industry**
**Nevada Transportation Authority**

# Request to Temporarily Discontinue Service

Company Name: Scott Towing and Transport LLC

Address: 7985 Secretariat Lane

City, State, Zip: Las Vegas NV 89123

CPCN: 7436

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from January 22, 2021 to July 20, 2021 (Not to exceed 6 months)

This request is due to: Covid - Lack of Business

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

David C. Scott
Signature of Certificate Holder

David C. Scott
Printed name of Certificate Holder

702 591-6394
Phone number Fax number

ScottTowingandTransport@Gmail.com
Email Address

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.

# Agenda Item# 42

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of Taylor Towing, LLC to discontinue operations authorized under Certificate of Public Convenience and Necessity 7403 from February 1, 2021 through August 1, 2021. | ) ) ) ) ) | Docket 21-02003 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on February 2, 2021, Sherman Taylor, Owner of Taylor Towing, LLC ("Petitioner") filed a Request, designated as Docket 21-02003, with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 7403 for the period of February 1, 2021 through August 1, 2021. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the Request on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
3. That the Request requires retroactive approval.
4. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of Taylor Towing, LLC to temporarily discontinue operations authorized under

CPCN 7403 is hereby GRANTED for the period February 1, 2021 through August 1, 2021, subject to the condition set forth in subparagraph 2 below.

2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 7403 and:
   a. Provide evidence of current vehicle liability insurance and Form E,
   b. Ensure carrier has an approved safety plan on file with the Authority,
   c. Provide a list of all current drivers,
   d. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
   e. Provide a list of all current vehicles along with copies of current registrations and AVIRs,
   f. Ensure all vehicles have current decals, and
   g. Pay all fines and fees due to the Authority.
3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

21-02003

RECEIVED
FEB 02 2021
Nevada Transportation Authority
Las Vegas, Nevada

**State of Nevada**
**Department of Business and Industry**
**Nevada Transportation Authority**

# Request to Temporarily Discontinue Service

Company Name: TAYLOR TOWING LLC

Address: 9163 PLACER BULLION AVE

City, State, Zip: LAS VEGAS, NV, 89178

CPCN: 7403

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from 02/01/2021 to 08/01/2021. (Not to exceed 6 months)

This request is due to: OWNER BEING HOSPITALIZED WITH COVID AND UNABLE TO PROVIDE SERVICE.

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

Signature of Certificate Holder

SHERMAN TAYLOR
Printed name of Certificate Holder

702-772-2358
Phone number Fax number

shermantaylor@taylortowingllc.com
Email Address

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.

# Agenda Item# 43

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of Towing Near Me, LLC d/b/a Towing Near Me to extend the discontinuance of operations authorized under Certificate of Public Convenience and Necessity 7385 Sub,1 from January 25, 2021, through July 25, 2021. | ) | Docket 19-08004 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on August 2, 2019, Mr. Suhail Saeed, owner of Towing Near Me, LLC d/b/a Towing Near Me ("Petitioner") filed a Request, designated as Docket 19-08004, with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 7385, Sub 1, for the period of August 1, 2019 through February 1, 2020. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the request required retroactive approval and was granted at the August 23, 2019 general session.
3. That on January 24, 2020, the Petitioner requested to extend the period of discontinuance from January 24, 2020, through July 24, 2020.

4. That said request was granted at the February 28, 2020 general session
5. That on July 23, 2020, the Petitioner filed a third request to extend the period of discontinuance from July 24, 2020 through January 24, 2021.
6. That the request was granted at the September 17, 2020 general session.
7. That on January 21, 2021, the Petitioner filed a fourth request with the Authority to extend the period of the discontinuance from January 25, 2021 through July 25, 2021.
8. That the Request on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
9. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of Towing Near Me, LLC d/b/a Towing Near Me to temporarily discontinue operations authorized under CPCN 7385, Sub 1, is hereby GRANTED for January 25, 2021, through July 25, 2021, subject to the condition set forth in subparagraph 2 below.
2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 7385, Sub 1, and:
    a. Provide evidence of current vehicle liability insurance and Form E,
    b. Ensure carrier has an approved safety plan on file with the Authority,
    c. Provide a list of all current drivers,
    d. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
    e. Provide a list of all current vehicles along with copies of current registrations and AVIRs,
    f. Ensure all vehicles have current decals, and
    g. Pay all fines and fees due to the Authority.

    ///

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///

3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

Extension
Docket # 19-08004

**State of Nevada**
**Department of Business and Industry**
**Nevada Transportation Authority**

RECEIVED
JAN 21 2021
Nevada Transportation Authority
Las Vegas, Nevada

# Request to Temporarily Discontinue Service

Company Name: Towing Near Me

Address: 6960 W. Russell Rd. Suite E.

City, State, Zip: Las Vegas, NV. 89113

CPCN: 7385

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from 1-25-2021 to 7-25-2021. (Not to exceed 6 months)

This request is due to: Temporarily Closed Due to Lack of Work, Trucks, Employees. Due to Covid 19 Also.

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

Signature of Certificate Holder

Suhail Saeed
Printed name of Certificate Holder

702-423-8465 702-827-8600
Phone number Fax number

BigSues2016@gmail.com
Email Address

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.

# Agenda Item# 44

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of Platinum LV Transportation, a Series of Platinum LV Transportation, LLC d/b/a Platinum LV Transportation to discontinue operations authorized under Certificate of Public Convenience and Necessity 2166, Sub 1, from February 5, 2021, through August 5, 2021. | ) | Docket 19-08033 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on August 22, 2019, Ashley Wright, General Manager of Platinum LV Transportation, a Series of Platinum LV Transportation, LLC d/b/a Platinum LV Transportation ("Petitioner") filed a Request, designated as docket 19-08033 with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 2166, Sub 1, for the period of August16, 2019 through February 16, 2020. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the request was approved at the September 27, 2019, General Session.
3. That on February 14, 2020, Ashley Wright, General Manager of the Petitioner filed a second Request, designated as docket 19-08033 with the Authority to temporarily discontinue

operations authorized under CPCN 2166, Sub 1, for the period of February 16, 2020, through July 16, 2020. That on June 19, 2020, the Request was amended to August 16, 2020. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").

4. That the request was approved at the July 22, 2020 general session.
5. That on August 5, 2020, the Petitioner filed a third request with the Authority to temporarily discontinue operations for the period August 5, 2020 through February 5, 2021.
6. That the request was approved at the September 17, 2020 general session.
7. That on January 21, 2021, the Petitioner filed a fourth request with the Authority to temporarily discontinue operations for the period February 5, 2021 through August 5, 2021.
8. That the Request on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
9. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of Platinum LV Transportation, a Series of Platinum LV Transportation, LLC d/b/a Platinum LV Transportation to temporarily discontinue operations authorized under CPCN 2166, Sub 1, is hereby GRANTED for the period February 5, 2021, through August 5, 2021 subject to the conditions set forth in subparagraph 2 below.
2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 2166 Sub 1, and:
    a. Provide evidence of current vehicle liability insurance and Form E,
    b. Ensure carrier has an approved safety plan on file with the Authority,
    c. Provide a list of all current drivers,

d. Ensure all drivers have current driver's permits,

e. Provide proof of enrollment in a random drug testing consortium and current enrollment list,

f. Provide a list of all current vehicles along with copies of current registrations and AVIRs, and

g. Pay all fines and fees due to the Authority.

3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

19-08033

RECEIVED
JAN 21 2021
NTA APPLICATIONS
Las Vegas, Nevada

**State of Nevada**
**Department of Business and Industry**
**Nevada Transportation Authority**

# Request to Temporarily Discontinue Service

Company Name: Platinum LV Transportation, LLC EXTENSION

Address: 6430 S Procyon St.

City, State, Zip: Las Vegas, NV 89118

CPCN: 2166

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from Feb 5,2021 to Aug 5, 2021. (Not to exceed 6 months)

This request is due to: Covid and vehicle classifications

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

Signature of Certificate Holder

Ashley Wright
Printed name of Certificate Holder

702-333-3083
Phone number Fax number

awright@platinumLVTransportation.com
Email Address

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.

# Agenda Item# 45

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of Arrowhead Services, LLC to discontinue operations authorized under Certificate of Public Convenience and Necessity 7352 from February 3, 2021 through August 3, 2021. | ) | Docket 20-02006 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on February 7, 2020, Roland R. Smith, Owner of Arrowhead Services, LLC ("Petitioner") filed a Request, designated as Docket 20-02006, with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 7352 for the period of February 3, 2020 through August 3, 2020. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the Request required retroactive approval.
3. That the request was granted at the July 22, 2020 general session
4. That on September 21, 2020, the Petitioner filed a second request with the Authority to extend the period of temporary discontinuance of operations for the period of August 3, 2020 through February 3, 2021.
5. That the second request required retroactive approval.
6. That the Request was granted at the October 15, 2021 general session.

7. That on January 26, 2021, the Petitioner filed a third request with the Authority to extend the period of temporary discontinuance of operations for the period of February 3, 2021 through August 3, 2021.
8. That the Request on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
9. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of Arrowhead Services, LLC to temporarily discontinue operations authorized under CPCN 7352 is hereby GRANTED for the period February 3, 2021 through August 3, 2021, subject to the condition set forth in subparagraph 2 below.
2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 7352 and:
    a. Undergo an operational inspection by Authority Staff **PRIOR** to resuming said operations,
    b. Provide evidence of current vehicle liability insurance and Form E,
    c. Ensure carrier has an approved safety plan on file with the Authority,
    d. Provide a list of all current drivers,
    e. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
    f. Provide a list of all current vehicles along with copies of current registrations and AVIRs,
    g. Ensure all vehicles have current decals, and
    h. Pay all fines and fees due to the Authority.

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3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

20-02006
Extension

RECEIVED
JAN 2 6 2021
Nevada Transportation Authority
Las Vegas Nevada

**State of Nevada**
**Department of Business and Industry**
**Nevada Transportation Authority**

# Request to Temporarily Discontinue Service

Company Name: Arrowhead Services, LLC

Address: 1175 Cooper St

City, State, Zip: Overton, NV 89040

CPCN: 7352

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from February 3, 2021 to August 3, 2021. (Not to exceed 6 months)

This request is due to: Equipment issues

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

Signature of Certificate Holder

Roland R. Smith
Printed name of Certificate Holder

702-274-5646
Phone number Fax number

rolandruels@gmail.com
Email Address

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.

# Agenda Item# 46

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of Power Wheels Towing, LLC d/b/a Power Wheels Towing to discontinue operations authorized under Certificate of Public Convenience and Necessity 7396 from January 14, 2021 through June 14, 2021. | ) | Docket 20-02010 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on February 11, 2020, Nicolas Franco, Owner of power Wheels Towing, LLC d/b/a Power Wheels Towing ("Petitioner") filed a Request, designated as Docket 20-02010, with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 7396 for the period of February 11, 2020 through August 11, 2020. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the request was granted at the July 22, 2020 general session.
3. That on August 12, 2020, the Petitioner filed a second Request with the Authority to extend the period of temporary discontinuance of operations for the period of August 11, 2020 through February 11, 2021.
4. That the request required retroactive approval.
5. That the Request was granted at the September 17, 2020 general session.

6. That on January 19, 2021 the Petitioner filed a third Request with the Authority to extend the period of temporary discontinuance of operations for the period January 14, 2021 through June 14, 2021.
7. That the Request on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
8. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of Power Wheels Towing, LLC d/b/a Power Wheels Towing to temporarily discontinue operations authorized under CPCN 7396 is hereby GRANTED for the period January 14, 2021 through June 14, 2021, subject to the condition set forth in subparagraph 2 below.
2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 7396, and:
    a. Undergo an operational inspection by Authority Staff **PRIOR** to resuming said operations,
    b. Provide evidence of current vehicle liability insurance and Form E,
    c. Ensure carrier has an approved safety plan on file with the Authority,
    d. Provide a list of all current drivers.
    e. Provide proof of enrollment in a random drug testing consortium and current enrollment list, and
    f. Provide a list of all current vehicles along with copies of current registrations and AVIRs.
    g. Ensure all vehicles have current decals, and
    h. Pay all fines and fees due to the Authority.

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///

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3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

20-02010
Extension

**State of Nevada**
**Department of Business and Industry**
**Nevada Transportation Authority**

RECEIVED
JAN 19 2021
Nevada Transportation Authority
Las Vegas, Nevada

# Request to Temporarily Discontinue Service

Company Name: Power wheels Towing

Address: 3505 Bruce st

City, State, Zip: LV NV 89030

CPCN: 7396

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from 1-14-2021 to 6-14-2021.
(Not to exceed 6 months)

This request is due to: Insurance

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

X _____
Signature of Certificate Holder

Nicolas Francis Palm
Printed name of Certificate Holder

702 606 3292
Phone number Fax number

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.

*Tow Plates
#C3515/20-0883
Reture the Plate to
NDOTA Acevedo 6-14-2021

# Agenda Item# 47

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of CT & T Transportation, LLC d/b/a CT & T Transportation to discontinue operations authorized under Certificate of Public Convenience and Necessity 1058, Sub 2 from March 16, 2021 through September 16, 2021. | ) | Docket 20-03017 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on March 16, 2020, Nicole Asaro, Supervisor of CT & T Transportation, LLC d/b/a CT & T Transportation ("Petitioner") filed a Request, designated as Docket 20-03017, with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 1058, Sub 2 for the period of March 16, 2020 through June 1, 2020. Said request, filed due to the COVID-19 pandemic, was extended to September 16, 2020. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the request was granted at the July 22, 2020 general session
3. That on August 13, 2020, the Petitioner filed a second request with the Authority to extend the period of temporary discontinuance of operations for the period of September 16, 2020 through March 16, 2021.
4. That the Request was approved at the September 17, 2021 general session.

5. That on February 3, 2021, the Petitioner filed a third request with the authority to temporarily discontinue operations for the period of March 16, 2021 through September 16, 2021.
6. That the Request on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
7. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of CT & T Transportation, LLC d/b/a CT & T Transportation to temporarily discontinue operations authorized under CPCN 1058, Sub 2 is hereby GRANTED for the period March 16, 2021 through September 16, 2021, subject to the conditions set forth in subparagraph 2 below.
2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 1058, Sub 2, and:
    a. Provide evidence of current vehicle liability insurance and Form E,
    b. Ensure carrier has an approved safety plan on file with the Authority,
    c. Provide a list of all current drivers,
    d. Ensure all drivers have current driver's permits,
    e. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
    f. Provide a list of all current vehicles along with copies of current registrations and AVIRs,
    g. Ensure all vehicles have current decals, and
    h. Pay all fines and fees due to the Authority.

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///

3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

20-03017

EXTENSION

# State of Nevada
## Department of Business and Industry
## Nevada Transportation Authority

RECEIVED
FEB 03 2021
Nevada Transportation Authority
Las Vegas, Nevada

## Request to Temporarily Discontinue Service

Company Name: CT&T Transportation

Address: 7150 South Tenaya Way, Suite 100

City, State, Zip: Las Vegas, NV 89113

CPCN: 1058

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from March 16, 2021 to September 16, 2021. (Not to exceed 6 months)

This request is due to: impacts from the ongoing COVID-19 pandemic and preparations for the anticipated sale of CT&T's assets.

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

Adam White
Signature of Certificate Holder

Adam White
Printed name of Certificate Holder

(702) 992-4806
Phone number Fax number

adam.white@vegas.com
Email Address

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.

# Agenda Item# 48

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of In-Cahoots Events, LLC d/b/a Lil Pink Party Bus to discontinue operations authorized under Certificate of Public Convenience and Necessity 2161, from February 9, 2021 through August 9, 2021. | ) | Docket 20-03023 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on March 20, 2020, Michael Ceragioli, Owner of In-Cahoots Events, LLC d/b/a Lil Pink Party Bus ("Petitioner") filed a Request, designated as Docket 20-03023, with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 2161 for the period of March 20, 2020 through May 20, 2020. Said request, filed due to the COVID-19 pandemic was extended to September 18, 2020. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the request was granted at the July 22, 2020 general session.
3. That on September 10, 2020, the Petitioner filed a second request with the Authority to extend the period of temporary discontinuance of operations for the period of September 9, 2020 through February 9, 2021.

4. That the original period did not expire until September 18, 2020, therefore retroactive approval is not required.
5. That the Request was approved at the October 15, 2020 general session.
6. That on February 1, 2021, the Petitioner filed a third request with the Authority to temporarily discontinue operations for the period of February 9, 2021 through August 9, 2021.
7. That the Request on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
8. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of In-Cahoots Events, LLC d/b/a Lil Pink Party Bus to temporarily discontinue operations authorized under CPCN 2161 is hereby GRANTED for the period February 9, 2021 through August 9, 2021, subject to the condition set forth in subparagraph 2 below.
2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 2161 and:
    a. Provide evidence of current vehicle liability insurance and Form E,
    b. Ensure carrier has an approved safety plan on file with the Authority,
    c. Provide a list of all current drivers,
    d. Ensure all drivers have current driver's permits,
    e. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
    f. Provide a list of all current vehicles along with copies of current registrations and AVIRs, and
    g. Pay all fines and fees due to the Authority.

3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

EXTENSION 20-03023

**State of Nevada**
**Department of Business and Industry**
**Nevada Transportation Authority**

# Request to Temporarily Discontinue Service

Company Name: In-Cahoots Events LLC d/b/a LILPINK Party Bus

Address: 3150 W Wigwam Ave

City, State, Zip: Las Vegas NV 89139

CPCN: 2161

RECEIVED
FEB 01 2021
Nevada Transportation Authority
Las Vegas, Nevada

In accordance with NRS 706.341, the above named certificate holder would like to extend our temporarily discontinue service, from February 9th 2021 to August 9th 2021

(Not to exceed 6 months)

This request is due to: Governor Sisolaks Covid-19 restrictions.

We were optimistic that the restrictions would have been lifted by now. Until Gov. Sisolak reopens Vegas Nightlife, Sporting Events, Shows etc, there is no demand for our services as well with the strict social distancing mandates we would need to follow limits our vehicles capacity to 8 Passengers further limiting our ability to maximize our services. As Soon as mandates are lifted we will immediatley begin our reopening plans.

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**
If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

Signature of Certificate Holder

Michael Ceragioli
Printed name of Certificate Holder

702-343-8149
Phone number Fax number

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.

# Agenda Item# 49

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of Nahoom, LLC d/b/a Anytime Party Bus to discontinue operations authorized under Certificate of Public Convenience and Necessity 2194 from March 11, 2021 through September 11, 2021. | ) | Docket 20-03028 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on March 30, 2020, Luel Woldemariam, Owner of Nahoom, LLC d/b/a Anytime Party Bus ("Petitioner") filed a Request, designated as Docket 20-03028, with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 2194 for the period of March 30, 2020 through September 30, 2020. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the request was granted at the July 22, 2020 general session.
3. That on September 14, 2020, the Petitioner filed a second Request with the Authority to extend the period of temporary discontinuance of operations for the period of September 11, 2020 through March 11, 2021.
4. That the second Request did not require retroactive approval due to the first request expiration date of September 30, 2020.

5. That the Request was approved at the November 19, 2020 general session.
6. That on February 2, 2021, the Petitioner filed a third request with the Authority to temporarily discontinue operations for the period of March 11, 2021 through September 11, 2021.
7. That the Request on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
8. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of Nahoom, LLC d/b/a Anytime Party Bus to temporarily discontinue operations authorized under CPCN 2194 is hereby GRANTED for the period March 11, 2021 through September 11, 2021, subject to the condition set forth in subparagraph 2 below.
2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 2194 and:
    a. Provide evidence of current vehicle liability insurance and Form E,
    b. Ensure carrier has an approved safety plan on file with the Authority,
    c. Provide a list of all current drivers,
    d. Ensure all drivers have current driver's permits,
    e. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
    f. Provide a list of all current vehicles along with copies of current registrations and AVIRs, and
    g. Pay all fines and fees due to the Authority.

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3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

DOCK No 20-0328

RECEIVED
FEB 2 2021
NTA APPLICATIONS
Las Vegas, Nevada

**State of Nevada**
**Department of Business and Industry**
**Nevada Transportation Authority**

# Request to Temporarily Discontinue Service

Company Name: NAHOOM LLC DBA ANYTIME PARTY BUS

Address: 4478 Sweet Stone Place

City, State, Zip: LAS VEGAS NV 89147

CPCN: 2194

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from March 14, 2021 to September 11, 2021 (Not to exceed 6 months)

This request is due to: Difficulty of Out break of the COVID 19 Virus.

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

Signature of Certificate Holder

LUEL WOLDEMARIAM
Printed name of Certificate Holder

(702) 596-3589 (702) 870-2868
Phone number Fax number

NAHOOM12@Yahoo.com
Email Address

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.

# Agenda Item# 50

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of Mammoth Limousine a Series of Platinum LV Transportation, LLC d/b/a Mammoth Limousine, d/b/a Metro Cars to discontinue operations authorized under Certificate of Public Convenience and Necessity 1105, Sub 3 from February 5, 2021 through August 5, 2021. | ) | Docket 20-04010 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on April 14, 2020, Dan Ret, Owner of Mammoth Limousine a Series of Platinum LV Transportation, LLC d/b/a Mammoth Limousine, d/b/a Metro Cars ("Petitioner") filed a Request, designated as Docket 20-04010, with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 1105, Sub 3 for the period of March 18, 2020 through August 18, 2020. Said request, filed due to the COVID-19 pandemic, extended to September 18, 2020. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the request was granted at the July 22, 2020 general session
3. That on August 12, 2020, the Petitioner filed a second request with the Authority to extend the period of temporary discontinuance of operations for the period of August 18, 2020 through February 18, 2021.
4. That the Request was approved at the September 17, 2020 general session.

5. That on January 21, 2021, the Petitioner filed a third request with the Authority to temporarily discontinue operations for the period of February 5, 2021 through August 5, 2021.
6. That the Request on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
7. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of Mammoth Limousine a Series of Platinum LV Transportation, LLC d/b/a Mammoth Limousine, d/b/a Metro Cars to temporarily discontinue operations authorized under CPCN 1105, Sub 3 is hereby GRANTED for the period February 5, 2021 through August 5, 2021, subject to the condition set forth in subparagraph 2 below.
2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 1105, Sub 3 and:
    a. Provide evidence of current vehicle liability insurance and Form E,
    b. Ensure carrier has an approved safety plan on file with the Authority,
    c. Provide a list of all current drivers,
    d. Ensure all drivers have current driver's permits,
    e. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
    f. Provide a list of all current vehicles along with copies of current registrations and AVIRs,
    g. Ensure all vehicles have current decals, and
    h. Pay all fines and fees due to the Authority.

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3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

20-04010

**State of Nevada**
**Department of Business and Industry**
**Nevada Transportation Authority**

RECEIVED
JAN 21 2021
NTA APPLICATIONS
Las Vegas, Nevada

# Request to Temporarily Discontinue Service

Company Name: Mammoth Limousine, a series of Platinum LV Transportation, LLC

Address: 6430 S Procyon St. EXTENSION

City, State, Zip: Las Vegas, NV 89118

CPCN: [redacted] 1105

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from Feb 5,2021 to Aug 5, 2021. (Not to exceed 6 months)

This request is due to: Covid and vehicle classifications

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

Signature of Certificate Holder

Ashley Wright
Printed name of Certificate Holder

702-333-3083
Phone number Fax number

awright@platinumlvtransportation.com
Email Address

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.

# Agenda Item# 51

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of Uthiopia, LLC d/b/a Winner Transportation to discontinue operations authorized under Certificate of Public Convenience and Necessity 2151, Sub 2 from February 23, 2021 through August 23, 2021. | ) | Docket 20-04027 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on April 24, 2020, Ashenafi Demissie, Owner of Uthiopia, LLC d/b/a Winner Transportation ("Petitioner") filed a Request, designated as Docket 20-04027, with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 2151, Sub 2 for the period of April 23, 2020 through August 23, 2020. Said request, field due the COVID-19 pandemic, was extended to September 18, 2020. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the request was granted at the July 22, 2020 general session
3. That on August 13, 2020, the Petitioner filed a second request with the Authority to extend the period of temporary discontinuance of operations for the period of August 24, 2020 through February 24, 2021.
4. That the Request was approved at the September 17, 2020 general session.

5. That on January 29, 2021, the Petitioner filed a third request with the Authority to temporarily discontinue operations for the period of February 23, 2021 through August 23, 2021.
6. That the Request on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
7. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of Uthiopia, LLC d/b/a Winner Transportation to temporarily discontinue operations authorized under CPCN 2151, Sub 2 is hereby GRANTED for the period February 23, 2021 through August 23, 2021, subject to the condition set forth in subparagraph 2 below.
2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 2151, Sub 2 and:
    a. Provide evidence of current vehicle liability insurance and Form E,
    b. Ensure carrier has an approved safety plan on file with the Authority,
    c. Provide a list of all current drivers,
    d. Ensure all drivers have current driver's permits,
    e. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
    f. Provide a list of all current vehicles along with copies of current registrations and AVIRs, and
    g. Pay all fines and fees due to the Authority.

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3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

20-04027

RECEIVED
JAN 29 2021
Nevada Transportation Authority
Las Vegas, Nevada

**State of Nevada**
**Department of Business and Industry**
**Nevada Transportation Authority**

# Request to Temporarily Discontinue Service

Company Name: Uthiopia LLC

Address: 5333 S. ARVILLE ST #207

City, State, Zip: LAS VEGAS, NV 89118

CPCN: 21C1

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from 2/23/21 to 8/23/21 (Not to exceed 6 months)

This request is due to: Slow Down because of COVID-19 Crisis

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**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

Signature of Certificate Holder

ASHENAFI G. DEMISIE
Printed name of Certificate Holder

702-795-4040 702-888-3893
Phone number Fax number

Ash@winnerlimo.com
Email Address

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.

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# Agenda Item# 52

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of Alpha Transportations, LLC to discontinue operations authorized under Certificate of Public Convenience and Necessity 2230, Sub 1 from October 17, 2020 through April 30, 2021. | ) | Docket 20-04033 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on April 29, 2020, Lemma Admasu, Managing Member of Alpha Transportations, LLC ("Petitioner") filed a Request, designated as Docket 20-04033, with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 2230, Sub 1 for the period of April 17, 2020 through October 16, 2020. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the Request required retroactive approval.
3. That the request was granted at the July 22, 2020 general session.
4. That on January 25, 2021, the Petitioner filed a second request with the authority to extend the period of temporary discontinuance of operations for the period of October 17, 2020 through April 30, 2021.
5. That the request requires retroactive approval.

6. That the Request on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
7. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of Alpha Transportations, LLC to temporarily discontinue operations authorized under CPCN 2230, Sub 1 is hereby GRANTED for the period October 17, 2020 through April 30, 2021, subject to the condition set forth in subparagraph 2 below.
2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 2230, Sub 1 and:
    a. Provide evidence of current vehicle liability insurance and Form E,
    b. Ensure carrier has an approved safety plan on file with the Authority,
    c. Provide a list of all current drivers,
    d. Ensure all drivers have current driver's permits,
    e. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
    f. Provide a list of all current vehicles along with copies of current registrations and AVIRs, and
    g. Pay all fines and fees due to the Authority.

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3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

20-04033 Extension

RECEIVED
JAN 25 2021
Nevada Transportation Authority
Las Vegas Nevada

**State of Nevada**
**Department of Business and Industry**
**Nevada Transportation Authority**

# Request to Temporarily Discontinue Service

Company Name: Alpha Transportations, LLC

Address: 9788 Gillespie St. Suite #420

City, State, Zip: Las Vegas, NV, 89183

CPCN: 2230

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from October 17, 2020 to April 30, 2021. (Not to exceed 6 months)

This request is due to: Reference Docket 20-04033

Request to extend the Temporary Discontinuance due to the impact of COVID-19

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

Lemma S. Admasu
Signature of Certificate Holder

Alpha Transportations, LLC
Printed name of Certificate Holder

702-275-1725
Phone number Fax number

lemma.admasu@gmail.com
Email Address

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.

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# Agenda Item# 53

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of World Crawl Transportation, LLC to discontinue operations authorized under Certificate of Public Convenience and Necessity 2204 from January 1, 2021 through June 30, 2021. | ) | Docket 20-07003 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on July 9, 2020, Nicholas Field, Owner of World Crawl Transportation, LLC ("Petitioner") filed a Request, designated as Docket 20-07003, with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 2204 for the period of July 2 through January 1, 2021. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the Request required retroactive approval.
3. That the Request was granted at the September 17, 2020 general session.
4. That on January 26, 2021, the Petitioner filed a second request with the Authority to extend the period of temporary discontinuance of operations for the period of January 1, 2021 through June 30, 2021.
5. That the Request requires retroactive approval.

6. That the Request on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
7. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of World Crawl Transportation, LLC to temporarily discontinue operations authorized under CPCN 2204 is hereby GRANTED for the period January 1, 2021 through June 30, 2021, subject to the condition set forth in subparagraph 2 below.
2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 2204 and:
    a. Provide evidence of current vehicle liability insurance and Form E,
    b. Ensure carrier has an approved safety plan on file with the Authority,
    c. Provide a list of all current drivers,
    d. Ensure all drivers have current driver's permits,
    e. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
    f. Provide a list of all current vehicles along with copies of current registrations and AVIRs
    g. Pay all fines and fees due to the Authority.

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3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

20-07003 Extension

docket number (20-07003)

RECEIVED
JAN 26 2021
Nevada Transportation Authority
Las Vegas, Nevada

**State of Nevada**
**Department of Business and Industry**
**Nevada Transportation Authority**

# Request to Temporarily Discontinue Service

Company Name: World Crawl Transportation

Address: 4224 West Reno Ave

City, State, Zip: Las Vegas NV 89118

CPCN: 2204

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from January 1, 2021 to June 30, 2021.
(Not to exceed 6 months)

This request is due to: Closed due to COVID-19

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

Signature of Certificate Holder

Nicholas Field
Printed name of Certificate Holder

702.353.5817 nick@worldcrawl.com
Phone number Fax number

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.

# Agenda Item# 54

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of Integrity Taxi, LLC to discontinue operations of special services authorized under Certificate of Public Convenience and Necessity 1121 from February 10, 2021 through August 10, 2021. | ) | Docket 20-07007 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on July 10, 2020, James Jimmerson, Owner of Integrity Taxi, LLC ("Petitioner") filed a Request, designated as Docket 20-07007, with the Authority to temporarily discontinue operations of special services authorized under Certificate of Public Convenience and Necessity ("CPCN") 1121 for the period of July 10, 2020 through February 10, 2021. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the Request required retroactive approval.
3. That the request was granted at the September 17, 2020 general session.
4. That on February 1, 2021, the Petitioner filed a second request with the Authority to extend the period of temporary discontinuance of operations of special services for the period of February 10, 2021 through August 10, 2021.

5. That the Request on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
6. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of Integrity Taxi, LLC to temporarily discontinue operations of special services authorized under CPCN 1121 is hereby GRANTED for the period February 10, 2021 through August 10, 2021, subject to the condition set forth in subparagraph 2 below.
2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 1121 and:
    a. Provide evidence of current vehicle liability insurance and Form E,
    b. Ensure carrier has an approved safety plan on file with the Authority,
    c. Provide a list of all current drivers,
    d. Ensure all drivers have current driver's permits,
    e. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
    f. Provide a list of all current vehicles along with copies of current registrations and AVIRs,
    g. Ensure all vehicles have current decals, and
    h. Pay all fines and fees due to the Authority.

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3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

**State of Nevada**
**Department of Business and Industry**
**Nevada Transportation Authority**

EXTENSION
20-07007

# Request to Temporarily Discontinue Service

RECEIVED
FEB 01 2021
Nevada Transportation Authority
Las Vegas Nevada

Company Name: Integrity Taxi, LLC

Address: 681 West St

City, State, Zip: Pahrump NV 89048

CPCN: 1121 (Request to temporarily discontinue Special Services only)

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from 2/10/2021 to 8/10/2021. (Not to exceed 6 months)

This request is due to: COVID-19

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

* _____, Co-Manager 2/1/2021
Signature of Certificate Holder

James J. Jimmerson
Printed name of Certificate Holder

702-388-7171 702-380-6422
Phone number Fax number

2220jimmersonlawfirm.com
Email Address

**Submit both pages of this Request to:**

Nevada Transportation Authority

| | | |
|---|---|---|
| 3300 West Sahara Avenue<br>Suite 200<br>Las Vegas, NV 89102 | or | 1755 E Plumb Lane<br>Suite 229<br>Reno, NV 89502 |

If you have any questions, please contact us at 702-486-3303, extension 66546.

# Agenda Item# 55

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of Double Decker Bus Company of Las Vegas, LLC d/b/a Double Decker Bus Co. to discontinue operations authorized under Certificate of Public Convenience and Necessity 2120 from January 24, 2021 through July 24, 2021. | ) | Docket 20-07017 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on July 23, 2020, Michael Rosetti, Owner of Double Decker Bus Company of Las Vegas, LLC d/b/a Double Decker Bus Co. ("Petitioner") filed a Request, designated as Docket 20-07017, with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 2120 for the period of July 24, 2020 through January 24, 2021. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the Request was granted at the September 17, 2020 general session.
3. That on January 22, 2021, the Petitioner filed a second request with the Authority to extend the period of temporary discontinuance of operations for the period of January 24, 2021 through July 24, 2021.
4. That the Request on file herein comes within the purview of the statutes of the State of Nevada.

5. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of Double Decker Bus Company of Las Vegas, LLC d/b/a Double Decker Bus Co. to temporarily discontinue operations authorized under CPCN 2120 is hereby GRANTED for the period January 24, 2021 through July 24, 2021, subject to the condition set forth in subparagraph 2 below.
2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 2120 and:
    a. Provide evidence of current vehicle liability insurance and Form E,
    b. Ensure carrier has an approved safety plan on file with the Authority,
    c. Provide a list of all current drivers,
    d. Ensure all drivers have current driver's permits,
    e. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
    f. Provide a list of all current vehicles along with copies of current registrations and AVIRs, and
    g. Pay all fines and fees due to the Authority.

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3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

20-07017 Extension

**State of Nevada**
**Department of Business and Industry**
**Nevada Transportation Authority**

RECEIVED
JAN 22 2021
Nevada Transportation Authority
Las Vegas, Nevada

# Request to Temporarily Discontinue Service

Company Name: Double Decker Bus Co of Las Vegas

Address: P.O. Box 91000

City, State, Zip: Henderson, NV 89009

CPCN: 2120

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from 1/24/2021 to 7/24/2021. (Not to exceed 6 months)

This request is due to: Covid 19

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

Michael Rossetti
Signature of Certificate Holder

Michael Rossetti
Printed name of Certificate Holder

702. 638-4162
Phone number Fax number

Jobaheck@Ad.com
Email Address

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.

# Agenda Item# 56

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of Start Express Transportation, LLC to discontinue operations authorized under Certificate of Public Convenience and Necessity 2208 from February 20, 2021 through August 20, 2021. | ) | Docket 20-08020 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on August 20, 2020, Xavier Raffaelli, an Owner of Start Express Transportation, LLC ("Petitioner") filed a Request, designated as Docket 20-08020, with the Authority to temporarily discontinue operations authorized under CPCN 2208 for the period of August 20, 2020 through February 20, 2021. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the Request was granted at the September 17, 2020 general session.
3. That on January 28, 2021, the Petitioner filed a second request with the Authority to extend the period of temporary discontinuance of operations for the period of February 20, 2021 through August 20, 2021.
4. That the Request on file herein comes within the purview of the statutes of the State of Nevada.
5. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of Start Express Transportation, LLC to temporarily discontinue operations authorized under CPCN 2208 is hereby GRANTED for the period February 20, 2021 through August 20, 2021, subject to the condition set forth in subparagraph 2 below.
2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 2208 and:
    a. Provide evidence of current vehicle liability insurance and Form E,
    b. Ensure carrier has an approved safety plan on file with the Authority,
    c. Provide a list of all current drivers,
    d. Ensure all drivers have current driver's permits,
    e. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
    f. Provide a list of all current vehicles along with copies of current registrations and AVIRs, and
    g. Pay all fines and fees due to the Authority.

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3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

20-08020 Extension

RECEIVED
JAN 28 2021
Nevada Transportation Authority
Las Vegas, Nevada

**State of Nevada**
**Department of Business and Industry**
**Nevada Transportation Authority**

# Request to Temporarily Discontinue Service

Company Name: START EXPRESS TRANSPORTATION

Address: 3565 W HARMON AVE, STE D

City, State, Zip: LAS VEGAS, NV, 89103

CPCN: 2208

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from 02/20/2021 to 08/20/2021. (Not to exceed 6 months)

This request is due to: COVID-19

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

Signature of Certificate Holder

ARNOLD BERGMAN
Printed name of Certificate Holder

702 587 5356
Phone number Fax number

ARNOLDBERGMAN@GMAIL.COM
Email Address

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.

# Agenda Item# 57

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Request of C&J Development Enterprises d/b/a Custom Towing to discontinue operations authorized under CPCN 7061 from January 30, 2021 through July 30, 2021. | ) | Docket 20-10044 |

At a general session of the Nevada Transportation Authority held on December 17, 2020.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on October 27, 2020, Joseph Causey, owner of C&J Development Enterprises d/b/a Custom Towing ("Petitioner") filed a Request, designated as Docket 20-10044, with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 7061 for the period of October 23, 2020 through January 30, 2021. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the Request required retroactive approval.
3. That the Request was granted at the December 17, 2020 general session.
4. That on January 26, 2021, the Petitioner filed a second request with the Authority to extend the period of temporary discontinuance of operations for the period of January 30, 2021 through July 30, 2021.
5. That the Request on file herein comes within the purview of the statutes of the State of Nevada.

6. That the Authority has reviewed all the records relating to this Petition and finds that granting the Request would be in the public interest.

**Therefore, based upon the foregoing findings**, it is hereby ORDERED that:

1. The Request of C&J Development Enterprises d/b/a Custom Towing to temporarily discontinue operations authorized under CPCN 7061 is hereby GRANTED for the period January 30, 2021 through July 30, 2021.
2. Petitioner shall advise the Authority of their intent to resume operations authorized under CPCN 7061 and:
    a. Undergo an operational inspection by Authority Staff **PRIOR** to resuming said operations,
    b. Provide evidence of current vehicle liability insurance and Form E,
    c. Ensure carrier has an approved safety plan on file with the Authority,
    d. Provide a list of all current drivers,
    e. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
    f. Provide a list of all current vehicles along with copies of current registrations and AVIRs,
    g. Ensure all vehicles have current decals, and
    h. Pay all fines and fees due to the Authority.

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3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

20-10044 Extension

RECEIVED
JAN 26 2021
Nevada Transportation Authority
Las Vegas, Nevada

**State of Nevada**
**Department of Business and Industry**
**Nevada Transportation Authority**

# Request to Temporarily Discontinue Service

Company Name: CUSTOM TOWING

Address: 3735 N NELLIS

City, State, Zip: LAS VEGAS NV 89115

CPCN: 7061

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from 01/30/21 to 01/30/22. (Not to exceed 6 months)

This request is due to: INSURANCE PROBLEMS

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

Signature of Certificate Holder

JOSEPH CAUSEY
Printed name of Certificate Holder

702/368/7800
Phone number Fax number

702/368/0522
Email Address

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.

# Agenda Item# 58

19-05001

# Adventures Charter, LLC



Let's go places!!

RECEIVED
FEB 03 2021
Nevada Transportation Authority
Las Vegas, Nevada

February 1, 2021

Nevada Transportation Authority
Board of Directors
1263 South Stewart Street
Carson City, NV 89712

RE: Docket 19-05001

Dear Board of Directors,

Adventure Charters, LLC respectfully requests an additional twelve (12) month extension of the compliance period, due to the COVID-19 Pandemic. The ongoing uncertainty regarding the timeline for vaccinations and timing for a return to normal business operations makes this extension necessary.

If you have any questions or need additional information please contact me at 775-224-5794.

Sincerely,

Gabrielle Enfield

# Agenda Item# 59

Item #59

Docket

19-05020

REMOVED

FROM AGENDA

# Agenda Item# 60

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: The voluntary cancellation of Certificate of Public Convenience and Necessity 7441 issued to Lemar Towing, LLC d/b/a Lem-Ar Towing. | ) ) ) ) | Docket 21-01005 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on November 13, 2020, the Authority issued Certificate of Public Convenience and Necessity ("CPCN") 7441 to Lemar Towing, LLC d/b/a Lem-Ar Towing authorizing the transportation service specified below:

   On-call, irregular route transportation of vehicles requiring tow car service by tow car vehicle;

   Between points and places within the State of Nevada.

   Restriction: Holder shall perform consent-only tows.

2. That on January 6, 2021, Oscar Lemus, owner of Lemar Towing, LLC d/b/a Lem-Ar Towing provided notice to the Authority of the voluntary cancellation of CPCN 7441.
3. That the Petition on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
4. That the Authority has reviewed all the records relating to this Petition and finds that granting the Petition would be in the public interest.

**Therefore, based upon the foregoing findings, it is hereby ORDERED that:**

1. CPCN 7441 issued to Lemar Towing, LLC d/b/a Lem-Ar Towing is hereby CANCELLED.
2. The carrier is to immediately remove any and all markings indicating "CPCN 7441" from its vehicles and advertisements.
3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

21-01005

RECEIVED
JAN 06 2021
Nevada Transportation Authority
Las Vegas, Nevada

**Department of Business and Industry**

**Nevada Transportation Authority**

# Request for Voluntary Cancellation of CPCN

In the matter of the request by Lemar Towing LLC

_____ to cancel Certificate of Public Convenience and Necessity (CPCN) number: 7441.

The above named carrier is no longer conducting operations or providing transportation services authorized under CPCN 7441.

Therefore, Oscar Lemus, the authorized representative for Lemar Towing, LLC requests that the Nevada Transportation Authority (NTA) cancel said Certificate understanding that this is not a suspension or a temporary discontinuance of service, but a **cancellation** and that in order to provide any transportation services in the future, a new application will have to be filed and a new Certificate granted by the NTA.

Oscar Lemus
Signature of Petitioner

Oscar Lemus
Printed name of Petitioner

3503 Arroyo Largo Ct
Address

North Las Vegas, NV 89031

(702) 957-6972
Phone number

Fax number

lemartowing@gmail.com
Email address



1/7/21 mb

**INSTRUCTIONS:**

1. Completely fill out the first page of this Voluntary Cancellation Request.

2. Briefly explain the reason you are requesting a cancellation of your certificate:
This is a hard time for us and is a rash because we need to spend more money to keeping the business alive.

3. Have you removed all markings (name and CPCN number) from the vehicles?

   ☑ Yes, they were removed on 01/05/2021.

   ☐ No, I will remove them no later than _____.

4. Complete the OATH page and have notarized.

5. Enclose/attach all vehicle decals and/or tow/taxi plates.

6. File all three pages of this Request (with all tow/taxi plates and/or decals) and mail or deliver to either of our office locations:

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

OR

1755 E Plumb Lane
Suite 229
Reno, NV 89502

There is no fee for filing a Voluntary Cancellation Request. If you have any questions, please contact us at 702 486-3303.

# Agenda Item# 61

Luxury Limousines of Las Vegas, LLC
Petition to Deviate
Docket 20-09020
March 4, 2021 General Session

**December 17, 2020 general session minutes – item 59.**

**Docket 20-09020** The Petition to Deviate of Luxury Limousine of Las Vegas, LLC, CPCN 2248, to deviate from regulation NAC 706.379 and NAC 706.381. Staff investigation concluded. Tabled from prior general session.

*Zev Kaplan, Esq appeared on behalf of the Applicant. Applications Manager Liz Babcock summarized the request and indicated Compliance staff did not support the request. Chief Compliance Audit Investigator Rene Revens summarized the requirements established in January 2016, stated what was needed to comply and that staff did not support the addition of the vehicle as it was manufactured as a truck, not as an incomplete vehicle. Jenna Randall offered an explanation for the lapse in certification of the upfitter. A lengthy discussion ensued. Item tabled to the next subsequent Agenda 3-0*

**January 28, 2021 general session minutes – item 70.**

**Docket 20-09020** The Petition to Deviate of Luxury Limousine of Las Vegas, LLC, CPCN 2248, to deviate from regulation NAC 706.379 and NAC 706.381. Staff investigation concluded. Tabled from prior general session.
*Applications Manager Liz Babcock detailed the request. Zev Kaplan, Esquire appeared on behalf of the carrier and indicated submission of several documents. To facilitate review, item tabled to next subsequent Agenda Approved 3-0*

**Staff update:**
This item was table in order to allow time for the Authority to review the 25 page exhibit provided by Zev Kaplan on January 27, 2021.

**Staff recommendation:**
Staff is recommending that this petition be denied as the vehicle(s) clearly do not meet the definition or guidelines of a charter bus. Should the carrier wish to continue this matter they can request that a workshop but in this instant matter Staff is recommending denial. Any additional documentation that may be provided would have to be presented at the general session.

Received 1 day prior to general session. To be handed out to Commissioners at 1/28/21 general session

ACCEPTED
JAN 27 2021
Nevada Transportation Authority
Las Vegas, Nevada

Assigned: Compliance Audit Investigator Desirée Main Docket: 20-09020

Luxury Limousines of Nevada – CPCN 2248 – Petition to Deviate

This carrier has put two other Mercedes Sprinters in service in January 2018 and July 2020. Both vehicles were put into service with General Manager, Jenna Randall. For those inspections the NTA required the same documents and the carrier was able to produce them and subsequently the vehicles were approved by NTA Investigators. This is evident that the carrier was aware of the requirements for placing a Mercedes Sprinter into service.

Specific to the current Sprinter:

01/2019 – Manufactured by Daimler (Manufacturer Daimler AG's sticker indicates vehicle was sold fully manufactured as a 'truck')

07/2019 – A carrier out of South Carolina, Carolina's Executive Limo Line, Inc purchased the vehicle from First Class Customs, Inc

08/2019 – The Vehicle was upfitted by First Class Customs, Inc

09/2020 – Vehicle is leased by First Class Customs, Inc to Luxury Limousines of Las Vegas, LLC

09/2020 – Luxury Limousines of Las Vegas scheduled a vehicle inspection with me. This vehicle did not pass inspection because it was a fully manufactured truck by Daimler as indicated by the door tag. The chain of custody shows that it was purchased as a truck by Carolinas Executive Limo Line then upfitted by First Class Customs, Inc. So, it is evident by review of the documents that the vehicle was not in the possession of Mercedes through upfitting.

First Class Customs primarily upfits Mercedes Sprinters as evident by their website. According to NHTSA they have been identified as an approved manufacturer/up-fitter since July 2015 for class 3 vehicles (10,001-14,000lbs). In reading reviews of this company (First Class Customs) most of them are positive in nature. Those that are rated low are non-descriptive and do not provide any real negative comments to base my review on. With the interim order the Carrier provided a Master Upfitter Certificate for 2017/2018 for First Class Customs. However, this vehicle was upfitted in 2019. I did search the Master Upfitter portal and based on my investigation it does not appear that First Class Customs, Inc was recognized as a Daimler Master Upfitter during the time this vehicle was upfitted.

I do not support the addition of this vehicle because it does not fit the clearly outlined requirement of adding a Mercedes Sprinter under a charter bus CPCN. As previously stated, this carrier is very aware of the requirements of adding these types of vehicles as they have been compliant with these requirements in the past.

My investigation of this specific vehicle based on the vin number resulted in finding three recalls out on this vehicle that are marked as unresolved according to NHTSA. Should the Commission allow this vehicle to be put into service my recommendation would be that the carrier be required to provide proof that the safety related recalls are addressed. Once resolved, the carrier should be required to provide written proof from the manufacturer (as required by NHTSA) that these items have been resolved.

CPCN # 2248

September 3, 2020

Department of Business & Authority
Transportation Service Authority
3300 W Sahara Ave Ste: 200
Las Vegas, NV 89102

Effective, 9/03/20 we would like to:

X add a vehicle to fleet

__ remove a vehicle (out of service)

__ replace a vehicle in our fleet

Make: Mercedes
Model: Sprinter 3500
Year: 2019
Passengers: 16
VIN: WD3PF4CD1KP075636
License Plate #: 346M67
Fleet #: 9

If there are any questions, please feel free to contact me at our office 702-499-9000 or via my cell 435-229-3291.

Regards,

Shaun Habibian
Owner

DMV
dmvnv.com

Department of Motor Vehicles
555 Wright Way
Carson City, NV 89711-0625
(775) 684-4368

**2021** EXPIRES 9/4/2021

| LICENSE NUMBER | YEAR | MAKE | TYPE | CYL | MSRP | FUEL | AXLE | DECLARED WEIGHT | UNLADEN WEIGHT |
|---|---|---|---|---|---|---|---|---|---|
| 346M67 | 2019 | MERC | TPV | 6 | 53690.00 | D | 2 | 12500 | 7800 |

| VEHICLE IDENTIFICATION NUMBER | MODEL NAME/LENGTH | COUNTY BASED |
|---|---|---|
| WD3PF4CD1KP075636 | SPRINTER 3500/4500 | CLARK |

| ISSUE DATE | FLEET NUMBER | UNIT NUMBER | FARM/RANCH VEHICLE | DECAL NUMBER | PLATE BACKGROUND |
|---|---|---|---|---|---|
| 9/4/2020 | | | N | 346M67 | HOME MEANS NEVADA |

LUXURY LIMOUSINE OF LAS VEGAS, LLC (REGD)

LUXURY LIMOUSINE OF LAS VEGAS, LLC
4275 ARVILLE ST STE C
LAS VEGAS NV 89103-3741

PEEL HERE

Instructions for applying the decal to the rear license plate are on the reverse of this form.

**PLATES AND REGISTRATION MUST BE RETURNED WHEN NOT OPERATING THE VEHICLE**

Form NVREG04 141296031 - 3036 - 7452

# NEVADA PERMANENT INSURANCE IDENTIFICATION CARD

COMPANY NAIC NUMBER: 11991

COMPANY NAME AND ADDRESS: [X] COMM'L [ ] FLEET [ ] PERSONAL

National Casualty Company
Morris Corporate Center 1
Parsippany NJ 07054

POLICY NUMBER: QPO0002676

EFFECTIVE DATE: 8/28/2020

EXPIRATION DATE: 12/28/2020

YEAR: 2019

MAKE/MODEL: Mercedes Sprinter

VEHICLE IDENTIFICATION NUMBER: WD3PF4CD1KP075636

IF "FLEET", NAME OF REGISTERED OWNER:

AGENCY/COMPANY ISSUING CARD AND PHONE NUMBER
Edgewood Partners Insurance Center
(702)364-4727

**COVERAGE MEETS REQUIREMENTS SET FORTH IN NRS 485.185**

INSURED NAME AND ADDRESS

Luxury Limousine of Las Vegas LLC
4275 Arville St Ste C

Las Vegas NV 89103

SEE IMPORTANT NOTICE ON REVERSE SIDE

**THIS CARD MUST BE KEPT IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND**

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

THE FRONT OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

THIS CARD HAS BEEN APPROVED BY THE NEVADA COMMISSIONER OF INSURANCE


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# Nevada Transportation Authority
## ANNUAL VEHICLE INSPECTION REPORT

**CERTIFICATION: This vehicle has been inspected in accordance with 49 CFR 396.17(c) and Appendix G to 49 CFR Subchapter B.**

| | |
|---|---|
| Motor Carrier Name: Luxury Limousine of Las Vegas | Inspection Date: Sept 2, 2020 |
| Street Address, City, State and Zip Code: 4275 Arville St. #C LV NV 89103 | Unit Number: #9 |
| Vehicle Year, Make and Model: 2019 Mercedes Sprinter | License Plate Number and Issuing State: 346M67 NV |
| Vehicle Identification Number: WD3PF4CD1KP075636 | |

| TIRES | OK | Repair Date | OK | Repair Date | BRAKE SYSTEM |
|---|---|---|---|---|---|
| Steering axle tires tread | ✓ | | ✓ | | Service Brakes |
| All other tires tread | ✓ | | ✓ | | Parking Brakes |
| **WHEELS & RIMS** | ✓ | | ✓ | | Drums & Rotors |
| Wheels & Rims | ✓ | | ✓ | | Brake Hose |
| Fasteners | ✓ | | ✓ | | Hydraulic Brakes |
| Lock or Side Ring | ✓ | | ✓ | | Brake Tubing |
| Welds | ✓ | | N/A | | Electric Brakes |
| **SUSPENSION** | ✓ | | N/A | | Air Compressor |
| Spring Assembly | ✓ | | N/A | | Vacuum Systems |
| Cracked, Broken, Loose or Missing Parts | ✓ | | N/A | | Low Pressure Warning Devices |
| Torque, Radius or Tracking Components | ✓ | | N/A | | Tractor Protection Valve |
| **LIGHTING DEVICES** | ✓ | | ✓ | | **EXHAUST SYSTEM** |
| All lighting devices and reflectors required by section 393 shall be operable | ✓ | | ✓ | | NO leak at a point forward of or directly below the driver/sleeper compartment |
| **SAFE LOADING** | ✓ | | ✓ | | **DOES NOT** leak into atmosphere |
| Vehicle part(s) or condition such that the spare tire or any part of the load or dunnage **CANNOT** fall onto the roadway | ✓ | | ✓ | | NO part of exhaust system so located as would likely result in burning, charring or damaging the electrical wiring, fuel supply or any combustible part of the motor vehicle. |
| Protection against shifting cargo | ✓ | | ✓ | | **STEERING MECHANISM** |
| **WINDSHIELD WIPERS** | ✓ | | ✓ | | Steering Wheel Free Play |
| Power unit **DOES NOT** have inoperative wiper, missing or damaged parts. | ✓ | | ✓ | | Front Axle Beam & Steering Components Other Than Steering Column |
| **COUPLING DEVICES** | | | ✓ | | Steering Column |
| Drawbar/Towbar Eye | | | ✓ | | Steering Gear Box |
| Drawbar/Towbar Tongue | | | ✓ | | Pitman Arm |
| Safety Devices N/A | | | ✓ | | Power Steering |
| Saddle-Mounts | | | ✓ | | Ball & Socket Joints |
| Fifth Wheels | | | ✓ | | Tie Rods & Drag Links |
| Pintle Hooks | | | ✓ | | Nuts |
| **FUEL SYSTEM** | ✓ | | ✓ | | Steering System |
| NO visible leak | ✓ | | ✓ | | **FRAME** |
| Fuel Tank Filler Cap Present | ✓ | | ✓ | | Frame Members |
| Fuel Tank Securely Attached | ✓ | | ✓ | | Tire & Wheel Clearance |
| **WINDSHIELD GLAZING** | ✓ | | N/A | | Adjustable Axle Assembly (sliding subframes) |
| NO cracks or vision reducing matter except as in 49 CFR 393.60 | ✓ | | ✓ | | **HORN** |

| | |
|---|---|
| Inspection Garage/Company Name: STAR LIMO REPAIR | Street Address: 3867 S VALLEY VIEW SUITE 34 |
| Telephone Number: 702 929 5713 | City, State, Zip Code: LV NV 89103 |
| Printed Name of Qualified Inspector: ERIC HIGGONBOTHAM | Qualified Inspector's Signature: |

Star Limo Repair Specialist Office
3867 S. Valley View
Suite 19
(702) 892-8950

**Star Limousine Repair**
**3867 S. Valley View Blvd.**
**Suite 19**
**Las Vegas, NV 89103**

Titus LEASING COMPANY

# MASTER LEASE

Agreement No. 49825

THIS AGREEMENT FOR LEASING made and entered into as of the 1ST day of SEPTEMBER 2020 by and between Titus Leasing Company, whose address is 1851 CENTER STREET, CAMP HILL, PA 17011 ("Lessor")

and LUXURY LIMOUSINE OF LAS VEGAS, LLC whose address

is 4275 S. ARVILLE STREET, SUITE C, LAS VEGAS, NV 89103 ("Lessee")

**LESSOR AND LESSEE AGREE:**

**1. LEASE OF UNIT.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the motor vehicle or vehicles (the "Unit", regardless of whether referencing one or more vehicles) described in the lease schedule(s) "A" referencing this Agreement executed by Lessor and Lessee from time to time (the "Schedule") for the respective lease term for each Unit specified in such Schedules (the "Lease Term"). Lessee may use the vehicles leased hereunder at all times during their Lease Terms, but only for legal purposes and in compliance with Paragraphs 4 and 5 hereof.

**2. RENTAL.** The rent for the Unit will be as specified in the Schedule. Lessee agrees to pay Lessor the monthly lease charges with respect to the Unit specified in the applicable Schedule as the "Monthly Rental" plus any applicable sales and use taxes for the Unit, together with all other charges payable by Lessee hereunder or under any Schedule, monthly in advance. Date In Service billing shall be at the discretion of the Lessor subsequent billing will be due on the first day of each month thereafter. Payment shall be made at Lessor's address noted above or elsewhere as Lessor or any assignee of Lessor by notice directs. Interest shall accrue on any Monthly Rental due but not received on or prior to the tenth day of the month, from such first day of the month to but not including the date of payment, at a rate of two percent in excess of the rate announced from time to time by lender as prime rate or at the maximum legally permissible rate, whichever is less, which interest may be billed on the following month's invoice.

**3. PER MILE RENTAL.** If a "Per Mile Rental" is entered on the applicable Schedule, Lessee's use of the Unit beyond the base number of miles entered thereon (the "Base Mileage") will be subject to a charge determined by multiplying the number of miles in excess of such Base Mileage times the charge per mile (the "Per Mile Rental") so entered. Lessee shall pay such amount to Lessor upon the termination of the applicable Lease Term. Mileage shall be determined by reference to the vehicle condition report described in Paragraph 15 hereof.

**4. MAINTENANCE AND REPAIRS.** Lessee shall at all times during the applicable Lease Term maintain the Unit in good mechanical and physical repair and operating condition and shall furnish, at its expense, including labor costs, all operating fluids and new parts necessary for that purpose, and assumes full responsibility for the performance of such obligations. Lessee and its agents shall comply with instructions furnished by the manufacturer concerning the care and maintenance of the Unit, comply with the manufacturer's maintenance schedule, comply with all manufacturer's recalls and do everything necessary to maintain all manufacturer's warranties in effect for their maximum duration; and shall reimburse Lessor for the cost of mechanical repairs (parts and labor) attributable to Lessee's failure to do so. Lessee will cause the Unit to be used only in a careful and prudent manner and in accordance with the manufacturer's recommendations and instructions; secure the prompt repair of any damage to any Unit caused by collision or other casualty; pay for all washings, storage charges, parking charges or fines; and supply all gasoline, oil, fluids and special additives. Lessee shall be responsible for obtaining any periodic inspection of the Unit required by the applicable law of any state in which the Unit is located, registered or licensed. The cost of any such examination and of any repairs or adjustments required thereby will be paid by Lessee. Any replacement tires needed during the Lease Term with respect to any Unit shall be furnished by Lessee at Lessee's expense and shall be of original equipment quality. Lessor or any assignee of Lessor may from time to time inspect the leased Unit to assure Lessee's compliance with the foregoing provisions.

**5. USE OF UNIT.** Use of the Unit is confined to Lessee, including its agents and its employees holding a valid license to operate Unit, in pursuit of Lessee's business in the continental United States and Canada and the Unit shall not be removed from the continental United States and Canada at any time. Lessee shall not permit any person under the age of twenty-one (21) years to operate the Unit. Lessee assumes sole responsibility for and shall indemnify and hold Lessor harmless from any expenses, claims, liability and costs of every nature incurred as a result of use of the Unit during the Lease Term, whether or not such use has been authorized by Lessor or Lessee. Unless otherwise provided in the applicable Schedule, the Unit shall not be used for towing, and any damage of any nature occasioned by the use of the Unit for towing shall be at the sole expense of Lessee, EVEN IF SUCH USE IS PERMITTED BY LESSOR OR ANY EMPLOYEE OR AGENT OF LESSOR. Lessee shall not install any luggage racks, antennae, or other attachments, other than factory equipment, that might affect the finish of the Unit.

**6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Lessor agrees to make available to and to cooperate in procuring for Lessee the benefits of the standard factory warranties and all other expenses and implied warranties of manufacturers with respect to the Unit. EXCEPT AS STATED IN THE PRECEDING SENTENCE, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO ANY VEHICLE LEASED HEREUNDER AND LESSEE AGREES THAT NEITHER LESSOR NOR ANY EMPLOYEE OR AGENT OF LESSOR HAS MADE ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, THAT LESSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE, AND THAT IF ANY SUCH WARRANTIES ARE GIVEN OR MADE BY ANY SUCH EMPLOYEE OR AGENT, THEY ARE NOT AUTHORIZED BY LESSOR AND LESSEE WILL NOT BE ENTITLED TO RELY THEREON. In no event shall Lessor be liable, under this Master Lease or any Schedule or otherwise, for consequential, incidental or special damages, lost profits, loss of business opportunities or relationships, or any other economic loss arising by reason of or as a result of any loss of use of any Unit, any unavailability of any Unit for any reason, any loss of time or inconvenience, any interruption in the availability or operation of any Unit, or any other loss, damage or expense sustained, paid or incurred by Lessee or any other person, for any reason whatsoever other than a default by Lessor in performance of the express terms of this Master Lease. Lessor is not responsible for providing temporary replacements while any Unit is out of service for maintenance or repairs or if stolen or confiscated.

**7. RISKS AND INDEMNITY.** Lessee shall indemnify and hold harmless Lessor and Lessor's agents, employees and assignees from and against (i) any damage, loss, theft or destruction of any Unit and the contents thereof during their respective Lease Term, and (ii) any loss, damage, injury, claim, demand, cost and expense (including attorney fees and court costs) arising out of or connected with the use, operation or condition (including all defects whether or not discoverable by either party) of any Unit during their respective Lease Term. Each party shall promptly notify the other of any such loss, damage, injury, claim, demand, cost or expense of which it has knowledge. Lessee shall be entitled, at its own expense, to participate in the defense of any such claim or demand, which defense shall be subject to the direction and control of Lessor. Lessor shall be subrogated to all rights which Lessee may have in any matter arising under this Master Lease or any Schedule and for which Lessor has undertaken legal action hereunder, and Lessee agrees to execute and deliver instruments or papers and do everything necessary to obtain recovery from any party or parties against whom such rights may accrue.

**8. INSURANCE COVERAGE.**

(i) **Liability Insurance.** Lessee shall, at its sole cost, provide and maintain during the Lease Term a policy or policies of vehicular liability insurance satisfactory to Lessor, naming Lessor and assignee of Lessor as additional named insureds against liability for bodily injury or death and property damage caused by any occurrence arising out of the ownership, maintenance, use or operation of the Unit. Insurance shall afford limits of not less than a combined single limit of $500,000 or $250,000/$500,000 Bodily Injury and $50,000 Property Damage, with desired maximum deductible limits of $500 for collision and $200 for comprehensive per occurrence and a desired umbrella of $5,000,000.

(ii) **Physical Damage.** Lessee shall, at its sole cost, provide policies of collision, comprehensive, fire and theft insurance covering the Unit in amounts at all times at least equal to the "Actual Cash Value" thereof determined by Lessor or the insurer. Such policies shall not provide for any deductible in excess of the amount shown as the "Deductible Limit" on the applicable Schedule. Lessor and assignee of Lessor shall be named as loss payees and additional insured under such policies. Lessee shall reimburse Lessor for any uninsured loss of any accessories or equipment or by reason of any deductible from insurance coverage.

(iii) **Evidence of Insurance; Insurance by Lessor; Accident Reports.** Lessee shall deliver to Lessor, not less than three (3) days prior to the Date In Service of each Unit, a certificate or other evidence of issuance of all insurance required hereby by issuers satisfactory to Lessor; however Lessor's acquiescence to Lessee's certificate(s) shall not be a waiver of Lessee's insurance obligations. Each policy shall provide that the coverage afforded thereby cannot be cancelled or materially altered without fifteen (15) days' prior written notice to all parties insured thereby. Should Lessee fail to maintain insurance as required under this Paragraph 8 or fail to furnish Lessor with evidence of insurance, Lessor is authorized but not obligated to obtain insurance for Lessee without prejudice to any other remedy hereunder, and Lessee shall pay additional rent equal to the amount of the premium paid by Lessor for such policy. Lessor is further authorized but not obligated to provide any part or all of such insurance by self-insurance, in which event Lessee shall pay additional rent equal to the premium for commercial insurance then available to Lessor for coverage required under the terms of this Paragraph 8. Lessee, its agents and/or employees shall immediately notify Lessor by telephone of any accident or incident involving the Unit and confirm such notice in writing within three (3) working days of the accident or incident. Lessee, its employees and/or agents shall obtain (2) two complete repair estimates, one each from an authorized dealer and a reliable body shop, and shall submit these estimates to Lessor and the insurer for instructions on where the Unit is to be repaired prior to any repairs to the Unit.

(iv) **Other Insurance.** Lessee shall provide and pay for any other insurance or bonds that may be required by any third party as a condition to or in connection with Lessee's leasing, possession or use of any Unit.

**9. ATTORNEY FEES AND COSTS.** Lessee shall pay Lessor any and all costs and expenses incurred or sustained by Lessor to protect its interest and/or to enforce any term or provision of this Master Lease and/or any Schedule including, but not limited to, reasonable attorney fees, court costs and reasonable collection agency fees.

**10. TAGS AND TAXES.** The Unit shall be registered in the name of Lessor as owner and, if permitted by applicable law, of Lessee as lessee or user. Original and renewal of original license tags will be at the expense of Lessee. Lessee shall notify Lessor in writing, not less than five (5) days prior to transfer of the Unit to another principal place of garaging, of its intention to so transfer the Unit, and shall pay all registration, licensing and filing fees required to be paid by reason of transfer of the Unit to another jurisdiction. Lessee shall pay any sales, property, use or similar tax levied on the sale or lease of the Unit or required as a prerequisite to licensing by federal, state or municipal governments (other than the Federal Excise Tax on the original purchase of the Unit).

**11. PERFORMANCE OF LESSEE'S OBLIGATION; REIMBURSEMENT.** If Lessee shall fail or refuse, for any reason, to perform any provision hereof, Lessor may at its option, perform the same and Lessee shall reimburse Lessor its costs therefor upon demand.

**12. SECURITY INTEREST.**

(i) Lessor may, without notice to Lessee, assign, sell or grant a security interest in one or more of the Unit(s) and Schedule(s) and all sums due thereunder to one or more third parties. If Lessee is given notice of such assignment, Lessee shall acknowledge receipt thereof in writing and, if so directed, shall pay all amounts to Lessor's assignee as they become due hereunder. All right, title and interest of Lessor to the extent assigned shall inure to the benefit of such assignee, their successors and assigns, who shall be entitled to enforce all of Lessor's rights hereunder but shall be under no obligation to perform any of Lessor's obligations hereunder. Lessee will not assert against such assignee any claim, defense, set-off, counterclaim, abatement, recoupment or the like with respect to Lessor's obligations hereunder or with respect to Lessee's obligation to pay rent and other amounts becoming due under this Master Lease or any Schedule notwithstanding any claim Lessee may have against Lessor arising hereunder or thereunder or otherwise. Lessee may assert such claims only in an independent action against Lessor. Lessee will execute and acknowledge, on notice from Lessor or any assignee of Lessor, such financing statements and other instruments as may, in the opinion of Lessor or any assignee of Lessor, be desirable to record Lessor's or such assignee's right, title and interest in and to the Unit.

(ii) Both lessor and lessee agree that, notwithstanding any other provisions of the Lease, this Lease and the rights of each of them hereunder are subject and subordinate to the security interest of any financing source now held or hereafter to be taken in the equipment leased hereunder. In

consideration of this subordination, the above security holder has consented to the transfer and possession of this Lease of said leased equipment to the lessee.

13. **TERMINATION FOR DEFAULT.** The occurrence of any of the following events shall constitute an Event of Default hereunder: (i) failure by Lessee to provide any insurance to be provided by Lessee, or refusal by any mutually approved carrier to issue or renew any insurance required hereunder, or cancellation or suspension by the carrier of any insurance required hereunder; (ii) failure by Lessee to pay any Monthly Rental or Per Mile Rental or other sum then payable to Lessor hereunder if such failure continues for other than ten (10) days after Lessor has issued a demand notice for payment thereof; (iii) failure by Lessee to perform any other provision of this Lease to be performed by Lessee; or (iv) the filing of any petition by or against Lessee under any bankruptcy, reorganization or receivership law, or Lessee's making an assignment for the benefit of creditors or suffering the appointment of any trustee or receiver of Lessee's business or assets or any part thereof or making or suffering any voluntary or involuntary assignment of Lessee's interest in any Unit or suffering any lien, attachment or levy to become attached to any Unit, unless such petition, assignment, appointment, lien, attachment or levy be withdrawn or nullified within twenty (20) days.

Upon the occurrence of an Event of Default, in addition to any right or remedy Lessor may have at law or in equity, Lessor may at its election do any one or more of the following: (i) by written notice to Lessee, terminate this Master Lease and/or any or all Schedule(s) with respect to any or all Unit(s); (ii) proceed by court action at law or in equity to require Lessee to perform any provision of this Lease or any Schedule, or to recover damages for the breach thereof; (iii) require Lessee by written notice to return any or all Unit(s), or repossess the same and for such purpose enter upon Lessee's premises; (iv) sell, at a public auction or private sale, or re-lease any or all Unit(s); or (v) by written demand upon Lessee, require Lessee to pay, and Lessee shall immediately pay to Lessor, (A) all accrued but unpaid Monthly Rental, Per Mile Rental, and any other charges then due, through the date such payment is made, under the terms of this Master Lease or the applicable Schedule with respect to the Unit, plus (B), as liquidated damages for breach of this Master Lease or the applicable Schedule and not as a penalty, an amount equal to the sum of (x) the entire amount of Monthly Rental and all other charges which would have accrued under this Master Lease or the applicable Schedule with respect to the Unit during the balance of the Lease Term of such Unit computed from the date of the Event of Default, discounted to present value over the remainder of the Lease Term at the rate of 10% per annum (simple) plus (y) the Anticipated Residual Value set forth on the applicable Schedule with respect to the Unit (which amount represents the value of the Unit at the scheduled expiration of the Lease Term originally anticipated by Lessor) discounted to present value over the remainder of the Lease Term at the rate of 10% per annum (simple) less (z) the "Net Proceeds" of "Sale" (as each of such terms is defined in Paragraph 14 hereof), if any, with respect to any Unit sold, or, in the case of any Unit returned to the possession of Lessor but not sold, less the wholesale value thereof as determined by Lessor. Interest shall accrue on the amounts described in subclause (v) above from the date of the Event of Default until the date such payment is made at a rate two percent in excess of the rate announced from time to time by lender , as prime lending rate, or the maximum rate allowed by law, whichever is less.

14. **DAMAGES UPON EARLY TERMINATION.** Upon the termination of this Master Lease or any Schedule as to any Unit prior to the expiration of its Lease Term, whether by reason of Lessee's desire to terminate, or the theft, destruction, confiscation or other loss of such Unit as described in Paragraph 16 hereof, or any other cause other than Lessee's default as described in Paragraph 13 hereof, Lessee shall immediately pay Lessor all damages suffered by Lessor by reason of such termination and by reason of any breach by Lessee of this Master Lease or any Schedule, including, (A) all accrued but unpaid Monthly Rental, Per Mile Rental, and any other charges then due, through the date such payment is made, under the terms of this Master Lease or the applicable Schedule with respect to the Unit, plus (B), as compensation to Lessor for loss of the benefit of the bargain by reason of early termination of this Master Lease or the applicable Schedule and not as a penalty, an amount equal to the sum of (x) the entire amount of Monthly Rental and all other charges which would have accrued under this Master Lease or the applicable Schedule with respect to the Unit during the balance of the Lease Term of such Unit, computed from the date of the termination, discounted to present value over the remainder of the Lease Term at the rate of 10% per annum (simple) plus (y) the Anticipated Residual Value set forth on the applicable Schedule with respect to the Unit (which amount represents the value of the Unit, at the scheduled expiration of the Lease Term, originally anticipated by Lessor), discounted to present value over the remainder of the Lease Term at the rate of 10% per annum (simple) less (z) any insurance proceeds or condemnation awards received by Lessor with respect to any Unit lost, stolen, confiscated, or destroyed or the "Net Proceeds" of "Sale" (as each of such terms is defined below), if any, with respect to any Unit sold, or, in the case of any Unit returned to the possession of Lessor but not sold, less the wholesale value thereof as determined by Lessor. Interest shall accrue on the amounts described in subclause (v) above from the date of the termination until the date such payment is made at a rate two percent in excess of the rate announced from time to time by lender as prime lending rate, or the maximum rate allowed by law, whichever is less. In the event of loss, theft, confiscation or destruction of any Unit, the Lease Term with respect thereto shall continue, and the Monthly Rental thereof shall continue to accrue, until Lessee has paid to Lessor the damages described in this Paragraph 14. Any "Sale" with respect to any Unit subject to early termination under this Paragraph 14 may be public or private and with or without notice to Lessee, shall be at wholesale, and shall be only for cash payable in full upon delivery of the Unit and its title papers to the purchaser. "Net Proceeds" as used herein shall mean the amount received on the sale, less all direct expenses of Lessor in preparing and holding the Unit for sale and selling it, less all Monthly Rental and other sums due Lessor if not otherwise paid, and less all debts and other obligations incurred by Lessee which, if not paid, might constitute a lien on the Unit or a liability of Lessor. If any Unit is in the possession of Lessee or Lessor at the time Lessee pays to Lessor the damages described in this Paragraph 14, and (i) Lessee desires to purchase the same or (ii) Lessor is unable to sell the same, then Lessee shall pay in full of the amounts described above in subclauses (A) and (B) (without giving effect to the deduction described in subclause (z) thereof); whereupon Lessee shall become the owner of such Unit and Lessor shall promptly execute, endorse and deliver to Lessee all appropriate documents of title, free of any lien.

15. **RETURN OF UNIT.** Upon the expiration or earlier termination by either party of the Lease Term with respect to any Unit:

(i) **Return.** Lessee shall return the Unit to Lessor, in as good condition as when first received, ordinary wear and tear excepted, at (a) Lessor's principal place of business or (b) such other location as may be designated by Lessor. Upon such return of a Unit, Lessor shall prepare a vehicle condition report and shall furnish a copy thereof to Lessee; provided, however, that such report shall not be binding upon Lessor with respect to vehicle mileage not correctly reflected by the vehicle odometer or any latent or concealed defect of any sort. "ORDINARY WEAR AND TEAR" does not include any defect as a result of which the Unit would not pass any applicable state or local inspection, including excessive tire wear; tire wear on passenger vehicles to less than 3/32" tread depth, regardless of whether such wear would be acceptable under state or local inspection; replacement of tires in unmatched sets; damage necessitating repairs to bumpers, grill and chrome trim; dents or holes in the body metal; paint damage from scrapes and dents; glass damage, including breaks, cracks, stone bruises, and sand damage; holes or tears in the interior fabrics and any unusual soiling or spotting; holes in the dash or elsewhere resulting from auxiliary equipment installation or any other alteration to the Unit; damage to headlining from holes, tears or unusual soiling; and damage requiring straightening or replacement of body parts or requiring refinishing of the Unit (which must match original paint). Lessee shall pay Lessor an amount equal to the cost and expense of all repairs required at the termination of the Lease Term with respect to each Unit other than "ordinary wear and tear" as described above. Costs incurred by Lessor as a result of Lessee's failure to cause the mechanical condition of the Unit to be maintained and repaired as required by Paragraph 4 hereof shall likewise be paid by Lessee to Lessor. All such cost and expense shall be based upon bona fide repair estimates.

(ii) **Repossession.** If Lessee fails to return the Unit, Lessor may repossess the same at any time wherever the same may be located, and may enter upon any premises of Lessee for that purpose, and shall hold the same when so repossessed free and clear of this Master Lease and any Schedule and any rights of Lessee hereunder or thereunder.

(iii) **Lost Vehicle.** If the Unit is lost, stolen, confiscated, or destroyed as described in Paragraph 16 hereof, Lessee shall promptly notify Lessor thereof and hold any wreckage for disposal by or at the direction of Lessor. Any wreckage not held by Lessee for disposal by Lessor shall be deemed sold at a price of zero dollars.

(iv) **Sums Due.** Upon any return or repossession, at or after expiration of the lease term, Lessee shall promptly pay Lessor all Monthly Rental and Per Mile Rental and other sums payable hereunder with respect to the Unit up to the time of such return or repossession, in advance of payment due Lessor of liquidated damage provision of Paragraph 13.

16. **ADDITIONAL UNIT(S); EXTENDED TERM.** Additional Unit(s) may be included in this Master Lease by addenda to or additional Schedule(s) mutually executed by Lessor and Lessee from time to time. Either Lessor or Lessee may, at least thirty (30) days, but not more than ninety (90) days, prior to the expiration of any Schedule as to any Unit, offer in writing to the other to continue such Schedule as to such Unit indefinitely on a month-to-month basis. If the other accepts such offer in writing such Schedule shall be so continued with respect to such Unit.

17. **GENERAL PROVISIONS.**

(i) **Successors.** This Master Lease and any Schedule shall bind the heirs, executors, administrators, successors and permitted assigns of the parties hereto, Lessee shall not assign this Master Lease or any Schedule nor sublease any Unit without the prior written approval of Lessor, which approval Lessor may withhold in its discretion. No permitted assignment or subleasing shall relieve Lessee of any of its obligations hereunder. Any purported assignment or sublease made without such approval shall be void.

(ii) **Severability.** In the event any provision of this Master Lease or any Schedule shall be held to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions hereof or thereof in such jurisdiction nor of any provision hereof or thereof in any other jurisdiction.

(iii) **No Waiver.** No waiver of any breach of any covenant or obligation itself, or of any subsequent breach thereof, and neither party hereto shall be justified in relying on any such waiver in any one or more instances as constituting a waiver of any subsequent breach.

(iv) **Notices.** All Notices required or permitting to be given shall be properly given only if in writing and mailed, registered or certified mail, return receipt requested, addressed to the party to be notified at the address appearing at the head of this Master Lease or to such other address as the party to be notified may have, by ten (10) days' prior notice, specified.

(v) **Entire Agreement; Amendment; Contents.** This Master Lease and any Schedule represent the entire agreement between Lessor and Lessee. All other previous and/or contemporaneous agreements or representations with respect to this Master Lease and any Schedule, either written or oral, are hereby annulled and superseded. No modifications hereof shall be binding on either party unless in writing and executed by Lessor and Lessee. Any headings preceding the text of the several paragraphs and sub-paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Master Lease nor shall they affect its meaning, construction or effect.

(vi) **Governing Law.** This Master Lease and any Schedule shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have executed this Master Lease as of the year and date first written above.

LESSEE: LUXURY LIMOUSINE OF LAS VEGAS, LLC

By: [redacted]

Title: MEMBER/MANAGER

LESSOR: TITUS LEASING COMPANY

By: Donna J Tomek

Title: VICE PRESIDENT

titusleasingco.

titusleasing.com
P.O. Box 626
Camp Hill, PA 17001-0626 • 1-800-227-3965

# DELIVERY NOTICE & SCHEDULE A
## FINANCE LEASE

DATE: 9/1/2020

DEALER

**FIRST CLASS CUSTOMS, INC.**
**2051-B EAST KEARNEY STREET**
**SPRINGFIELD, MO 65803**
**800-862-6899**

LESSEE

**LUXURY LIMOUSINE OF LAS VEGAS, LLC**
**4275 S. ARVILLE STREET, SUITE C**
**LAS VEGAS, NV 89103**

TELEPHONE 702-499-9000

| TERM | PAYMENT |
|---|---|
| 48 PAYMENTS | $2,055.00 |
| MONTHLY SALES/USE TAX | $172.11 |
| TOTAL MONTHLY PMT | $2,227.11 |
| SECURITY DEPOSIT | $2,227.11 |
| RESIDUAL | $1.00 |
| MONTHLY DEPRECIATION FACTOR | 2.08 % |

CAPITALIZED COST $ 81,000.00

ALLOWABLE MILEAGE PER MONTH N/A

EXCESS MILES AT N/A PER MILE

VIN: WD3PF4CD1KP075636 | UNIT #: 9799

| YEAR | MAKE | MODEL | BODY TYPE |
|---|---|---|---|
| 2019 | MERCEDES BENZ | SPRINTER 3500 FCC | LIMO VAN |

| EXTERIOR | INTERIOR |
|---|---|
| WHITE | |

EQUIPMENT

***ALL STANDARD EQUIPMENT, PLUS THE FOLLOWING UPGRADES***

☐
☐
☐
☐
☐
☐
☐
☐

INSURANCE

COLLISION DEDUCT. $
COMPREH. DEDUCT. $
LIABILITY LIMITS $

NAME OF CARRIER
NATIONAL CASUALTY

POLICY # OPO0002676

DISPOSAL OF UNIT

Upon expiration of the minimum lease term for the Unit delivered hereunder, Lessee shall remit to Lessor the full payment of the Residual value referenced herein. Said remittance must transpire within 30 days of the expiration of the minimum lease term.

If any event of default occurs, during; prior to; or after the expiration of the minimum lease term, Paragraph 13 of the Master Lease to this Delivery Notice & Schedule A - Finance Lease, shall apply.

I certify that the vehicle listed above is equipped as stated and in satisfactory condition and I accept delivery as of 09/01/20. The minimum lease term for this unit is 48 months. It is agreed that the vehicle described hereon is subject to the conditions, charges, and terms contained herein. Executed this date, 09/01/20, as part of Master Lease Agreement No. 49825 dated 09/01/20 between the parties hereto.

| | | | |
|---|---|---|---|
| LESSEE: | LUXURY LIMOUSINE OF LAS VEGAS, LLC | LESSOR: | TITUS LEASING COMPANY |
| BY: | [signature] | BY: | [signature] |
| PRINT: | SHAWN HABIBIAN | PRINT: | DONNA D. TOMEK |
| TITLE: | MEMBER/MANAGER | TITLE: | VICE PRESIDENT |

titusleasingco.
titusleasing.com
1851 Center Street
Camp Hill, PA 17011

Mailing Address:
PO Box 626
Camp Hill, PA 17001-0626

TEL:717-731-0504
Toll-Free: 800-227-3965
Fax: 717-731-0726

# TRAC ADDENDUM TO MASTER LEASE AGREEMENT # 49825

## DELIVERY NOTICE – UNIT # 9799

**Date: 9/1/20**

The undersigned Lessee has the option to purchase the following described equipment:
**2019 MERCEDES BENZ SPRINTER 3500 FCC LIMO VAN VIN: WD3PF4CD1KP075636**
at the expiration of the referenced **48** month lease for the estimated residual value of **$1.00** .

If the actual residual value is less than the estimated residual value, then Lessee shall pay such deficiency to Lessor on the scheduled termination date of the lease and shall have no further rights to the vehicle(s).

If the actual residual value equals or exceeds the estimated residual value, then (i) Lessor shall retain the estimated residual value and (ii) Lessor shall pay the excess amount (less all reasonable selling and marketing expenses) to Lessee on the later of the scheduled termination date of the lease or ten (10) days after any sale by Lessor of the vehicle(s) subsequent to the sheduled termination date of the lease.

If no offer is received, or if no offer to purchase the vehicle(s) is accepted by Lessor or if the vehicle(s) is not sold for any reason, then the actual residual value shall be deemed to be zero (0) and the Lessee shall be deemed the purchaser and shall pay the estimated residual value to Lessor.

Lessor shall, upon receipt of the purchase price of the vehicle(s), convey title to the vehicle(s) to the purchaser by a bill of sale, which transfer shall be "as-is, where is", with all faults, without recourse to Lessor and without any representation or warranty of any kind whatsoever by Lessor, express or implied.

SPECIAL PROVISIONS: Pursuant to the provisions of Internal Revenue Code Section 7701(h)(2)(C), the undersigned Lessee (a) hereby certifies under penalty of perjury that more than 50% of the use of the property subject to this agreement will be used in the trade or business of the undersigned Lessee, and (b) clearly understands that the undersigned Lessee will not be treated as owner of the property for federal income tax purposes.

EXCEPT AS EXPRESSLY AMENDED BY THIS ADDENDUM, ALL TERMS AND CONDITIONS OF THE MASTER LEASE SHALL REMAIN IN FULL FORCE AND EFFECT INCLUDING, WITHOUT LIMITATION, LESSEE'S OBLIGATIONS WITH RESPECT TO THE RETURN OF THE VEHICLE(S) AT THE END OF THE LEASE TERM.

**LESSEE: LUXURY LIMOUSINE OF LAS VEGAS, LLC**

**BY:** [redacted]

**TITLE: MEMBER/MANAGER**

**LESSOR: TITUS LEASING COMPANY**

**BY:** Donna D. Tomek

**TITLE: VICE PRESIDENT**

## CONSENT AND AGREEMENT

The undersigned hereby acknowledges notice of, and consents to, the assignment to **MANUFACTURERS AND TRADERS TRUST COMPANY** ("Assignee") of a certain lease dated the **1st** day of **September, 2020** (the "Assigned Lease") by and between the undersigned as Lessee and **TITUS CADILLAC OLDSMOBILE, INC. T/A TITUS LEASING CO.** (the "Lessor").

The undersigned warrants and agrees that:

1. Assignee shall be entitled to exercise any and all rights of Lessor under the Assigned Lease, but shall not be responsible or in any way obligated to perform the duties of the Lessor under the Assigned Lease.

2. The undersigned shall not cancel, terminate or modify the Assigned Lease without the prior written consent of Assignee; provided, however, that the undersigned may pay the Assigned Lease early.

3. As of the date hereof, the undersigned has no claim which has accrued against the Lessor or otherwise under the Assigned Lease or which may be asserted by way of set off or counterclaim against the Lessor or the Assignee.

4. The undersigned will make payments on the Assigned Lease directly to Assignee upon receipt of notice from Assignee.

5. This Consent and Agreement shall be binding upon the respective successors, and assigns of the undersigned and shall inure to the benefit of the Assignee and its successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent and Agreement as of this **1st** day of **September, 2020**.

**Luxury Limousine of Las Vegas, LLC**

By [redacted]

Title: **Member/Manager**

titusleasing.com

1851 Center Street
Camp Hill, PA 17011

Mailing Address:
PO Box 626
Camp Hill, PA 17001-0626

TEL:717-731-0504
Toll-Free: 800-227-3965
Fax: 717-731-0726

# RESOLUTIONS OF LLC

I **HEREBY CERTIFY** that I am the duly elected and qualified Member/Manager of **LUXURY LIMOUSINE OF LAS VEGAS, LLC** and the keeper of the records of said LLC; that the following is a true and correct copy of a resolution duly adopted at a meeting of the Members/Managers thereof held in accordance with its by-laws, at its offices at **4275 S. ARVILLE STREET, SUITE C, LAS VEGAS, NV 89103** on the **1ST** day of **SEPTEMBER**, **2020**, and that the same are now in full force.

**BE IT RESOLVED**, That **SHAUN HABIBIAN - MEMBER/MANAGER**
(Name)
of this LLC is authorized to negotiate, procure and sign Installment Sale Contracts and/or Lease Agreements on behalf of, and in the name of this LLC.

**IN WITNESS WHEREOF**, I have hereunto affixed my name as a Member/Manager of said LLC to be hereto affixed this **1ST** day of **SEPTEMBER**, **2020**.

**(Member/Manager)**

# PERSONAL GUARANTY

titusleasingco.

titusleasing.com
P.O. Box 626
Camp Hill, PA 17001-0626 • 1-800-227-3965

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned jointly and severally, unconditionally guarantee to Titus Leasing Company, Camp Hill, Pennsylvania, hereinafter referred to as "TLC", the full and prompt performance by

**LUXURY LIMOUSINE OF LAS VEGAS, LLC** **4275 S. ARVILLE STREET, SUITE C, LAS VEGAS, NV 89103**

hereinafter referred to as "Obligor", of all obligations which Obligor presently or hereafter may have to TLC and payment when due of all sums presently or hereafter owing by Obligor to TLC whether arising by lease, note, or otherwise, and whether secured or unsecured. The undersigned further agree to indemnify TLC against any losses it may sustain and expenses it may incur as a result of any wrongful act of Obligor with respect to the performance of Obligor's obligations to TLC.

For the purposes of this guaranty and indemnity, all sums owing to TLC by Obligor shall be deemed to have become immediately due and payable if (a) Obligor defaults in any of its obligations to TLC; (b) a petition under any Chapter of the Bankruptcy Act, as amended, or for the appointment of a receiver of any part of the property of Obligor be filed by or against the Obligor, and not be dismissed within fifteen days; (c) Obligor makes a general assignment for the benefit of creditors, suspends business or commits any act amounting to a business failure; or (d) an attachment be levied or tax lien be filed against any of Obligor's property.

This shall be a continuing guaranty and indemnity and, irrespective of the lack of any notice to or consent of the undersigned, their obligations hereunder shall not be impaired in any manner whatsoever by any

(a) new agreements or obligations of Obligor with or to TLC; amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of Obligor or third parties with or to TLC, or extensions of credit by TLC to Obligor;
(b) adjustments, compromises or releases of any obligations to Obligor, the undersigned or other parties, or exchanges, releases or sales of any security of Obligor, the undersigned or other parties;
(c) fictiousness, incorrectness, invalidity or unenforceability, for any reason of any instrument or writing, or acts of commission or omission by TLC or Obligor; or
(d) compositions, extensions, moratoria or other relief granted to Obligor pursuant to any statue presently in force or hereafter enacted.

Notice of TLC's acceptance hereof, of default or nonpayment by Obligor or any other parties, or presentment, protest and demand, and of all other matters of which the undersigned otherwise might be entitled, is hereby expressly waived.

The obligations hereunder of each of the undersigned are independent and serveral, and shall be binding upon their respective heirs and personal representatives. The failure of any person to sign this guaranty and indemnity shall not affect the liability hereunder of any signor thereof. The death or release from liability hereunder of any of the undersigned shall not relieve the others from liability hereunder. Each of the undersigned may terminate his obligations hereunder as to then future transactions between TLC and Obligor by notification to TLC by certified mail at P.O. Box 626, Camp Hill, Pennsylvania 17001-0626 provided, however, that such termination shall not affect either his liability hereunder with respect to any obligations of Obligor to TLC incurred prior to its receipt of such notice or the continuing liability of such of the others of the undersigned as have not given such notice.

IN THE EVENT OF DEFAULT AS DEFINED BY THE TERMS OF THIS GUARANTY, GUARANTOR HEREBY EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR IT AND WITH DECLARATIONS FILED CONFESS JUDGEMENT AGAINST IT AS OF ANY TERM FOR ALL SUMS DUE ON THIS GUARANTY WITH COSTS OF SUIT AND AN ATTORNEY'S REASONABLE FEE FOR COLLECTION AND RELEASE OF ALL ERRORS. GUARANTOR HEREBY EXPRESSLY WAIVES STAY OF EXECUTION AND INQUISITION AND EXTENSION UPON ANY LEVY ON REAL ESTATE. CONDEMNATION IS HEREBY AGREED TO AND THE EXEMPTION OF PERSONAL PROPERTY FROM LEVY AND SALE ON ANY EXECUTION HEREON IS ALSO HEREBY EXPRESSLY WAIVED, AND NO BENEFIT OF EXEMPTION IS CLAIMED UNDER AND BY VIRTUE OF ANY EXEMPTION LAW NOT IN FORCE OR WHICH WAY BE HEREAFTER ENACTED.

The undersigned shall reimburse TLC, on demand, for all expenses incurred by TLC in the enforcement or attempted enforcement of any of its rights hereunder against the Obligor or any of the undersigned, including costs and attorney's fees.

This guaranty and indemnity is assignable without notice to the undersigned, shall be construed liberally in favor of TLC and shall incure to be benefit of its successors and assigns. If Obligor should default in the performance of any of Obligor's obligations to TLC, and if any third party makes any payment to TLC with respect thereto, such third party shall, to the extent thereof, be subrogated to all of TLC's rights against the undersigned hereunder. Legal rights and obligations hereunder shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 1st day of September, 2020.

(NOTARY)

Signed or attested before me on this 1st day of September, 2020 by Shaun Habibian.

ANDY Q. NGUYEN
NOTARY PUBLIC
STATE OF NEVADA
APPT NO: 19-2144-1
MY APPT EXPIRES: 03/11/2023

SIGNATURE OF GUARANTOR

SHAUN HABIBIAN
PRINTED NAME OF GUARANTOR

435-228-3291
HOME PHONE #

4525 S. DEAN MARTIN DRIVE, UNIT #2703
STREET ADDRESS

LAS VEGAS | NV | 89103
CITY | STATE | ZIP

(NOTARY)

Signed or attested before me on this _____ day of _____, _____ by _____.

SIGNATURE OF GUARANTOR

PRINTED NAME OF GUARANTOR

STREET ADDRESS

CITY | STATE | ZIP

# First Class Customs, Inc.

" Where Our Service, Reliability & Craftmanship "
***IS SECOND TO NONE "***


30 YEARS OF LIMOUSINE MANUFACTURING EXPERIENCE
2051- B East Kearney St. Springfield, Mo 65803
P - (800) 862-6899 F - (417) 862- 0614
www.firstclasscustomsinc.com


| | | | |
|---|---|---|---|
| **PRO # 19030** | | Salesperson : | J.Glick |
| Purchaser's Name : | Carolina's Executive Limo Line, Inc. | Date : | 7/23/2019 |
| Contact : | Justin Bailey | Make/ Model/Year : | MERCEDES SPRINTER 2019 |
| Address : | 164 Market St, Ste D172 | VIN # | WD3PF4CD1KP075636 |
| City : | Charleston State: SC | Exterior Color : | White Interior : BLACK |
| Phone Number : | 843-564-3456 ZIP: 44133 | Fax Number : | |
| Email Address : | | | |

## 14 - Passenger Limo Edition Standard Features

- Maybach Ceiling With White Lighting
- Double J-Seating With Custom Storage Below With Lighting
- Front & Rear Lower Wall with Tinted Plexi over TV
- Seating & Side Walls In Austin Halo Soft Touch
- Front Cabin OEM Trim Dipped to Match Rear Wood
- Firefly Electrical System With Dimming Touch Pad & Power Divider
- Double Din Touch Screen DVD Player w/Bluetooth
- (1) 50" LED Samsung TV - Rear, (1) 43" LED Samsung TV - Front
- 60,000 BTU A/C w/Compenssor, Condensor & Evaporater
- Custom Fiberglass Running Boards with LED Step Lighting
- Emergency Egress Window
- Custom Console in Black Acrylic With Mesh Trim
- 110 & 12V Outlets & HDMI Outlet
- Diamond Cut Seat Inserts With Accent Stitching
- Sound Decending Insulation Package
- Front Cabin Seats Recoverd and Carpet Flooring
- Electrical System With Loom Wire & Connectors
- 4 - Alpine Speakers With Sub & Amp
- Tinted Plexi Glass In Front Of TV's For Protection
- 22,000 BTU Mannex Floor Heat With 3-Fans
- 24" Inches Of Rear Luggage Space With Lighting
- Painted Front Facia

## Chassis Features

3500 Series Extended High Top 170"
GVW 11,000 LWB
6 Cylinder 3.0 L 188 Hp Turbo Diesel BlueTEC
7-Speed Automatic Transmission
14V 220 Amp Alternator
Suspension 1 Package , Stablizer Reinforcement
High Idle Fixed Package (PSM)
Driver Comfort Package , Comfort Front Seats
Two Stage Sliding Door
Window Fleet Package

## Elegant Wall Styles

| | |
|---|---|
| Front & Rear Walls With Austin Halo Soft Touch | √ |
| Front & Rear Walls With Diamond Cut Inserts | ☐ |
| Front & Rear Walls With Suede | ☐ |

## Elegant Window Shades

| | |
|---|---|
| Mocha | ☐ |
| Ebony Black | √ |

## Wood Colors

| | |
|---|---|
| Walnut | ☐ |
| Burl | ☐ |
| Black Walnut | ☐ |
| Carbon Fiber | ☐ |
| High Gloss Black | √ |

## Headliner Trim Colors

| | |
|---|---|
| Ecru Alacantara | ☐ |
| Platinum Alacantara | ☐ |
| Black Alacantara | √ |

## Seat & Insert Color

| | |
|---|---|
| Black w/Black Perf | √ |
| Tan w/ Tan Perf | ☐ |

## Ger Floor Colors

| | |
|---|---|
| Rosewood | ☐ |
| Kruger (Gray) | ☐ |
| Century Oak | ☐ |
| Manor Oak | √ |

## Additional Options

| | | |
|---|---|---|
| Stainless Ceiling | $ 1,500.00 | ☐ |
| Shelf In Luggage Area | $ 500.00 | ☐ |
| Rear Hitch & Wiring | $ 750.00 | ☐ |
| In Dash Navigation | $ 1,100.00 | ☐ |
| Tailgate Package | $ 3,750.00 | ☐ |
| In Dash Navigation | $ 1,100.00 | ☐ |
| Power Awning | $ 6,000.00 | ☐ |
| Restroom | $ 5,500.00 | ☐ |
| X-Box 1 | $ 500.00 | ☐ |
| Upgraded Alpine Speakers | $ 500.00 | ☐ |
| Black Mat Side Molding | $ 500.00 | ☐ |

**Total :** NA

## FCC WARRANTY

- 3 Years or 36,000 Miles Whichever Occurs First From Date Of Purchase
- 1- Year on Electronics From Date Of Purchase

## Factory Warranty

- 5- Year or 100,000 Miles Whichever Occurs First
- Engine & Outer Body

## SPRINTER LAYOUT

## ADDED FEATURES

| | |
|---|---|
| Painted Side Moldings and Bumpers | $1,000.00 |
| Upgraded Audio Package- JL Components | $395.00 |
| Upgraded Wall Trim - Acrylic Inserts | $400.00 |
| Upgraded Radio with Apple Play/Android Play | $200.00 |
| *Black Carbon Fiber Inserts and Trim* | *N/A* |
| *Change Rail Inserts to Color Wash* | *N/A* |
| *Apple TV* | $395.00 |
| **Options Total:** | $2,390.00 |

Buyer hereby certifies (i) that Buyer has read the printed matter of this purchase agreement and it includes all of the terms and conditions of this purchase agreement of discussions , as of the date hereof compromises the completed and exclusive statement of the terms and conditions of the agreement relating to the subject of the terms and conditions of the agreement relating to the subject matter hereof (ii) that in no event shall buyer be entitled to lost revenue of consequential damages. FCC shall not be held responsible of any incidential damages of any default hereunder (iii) also, in regard to the original vehicle manufacturer FCC is not required to honor any warranty issues applicable to the original vehicle prior to FCC conversion and/or modificaton. Customer also agrees that the above vehicle in question will not be shipped out of the U S.

**THIS AGREEMENT DOES NOT BECOME BINDINGUNTIL ACCEPTED BY THE SIGNATURE OF AN AUTHORIZED REPERSENTATIVE OF FIRST CLASS CUSTOMS CORPORATE OFFICE.**

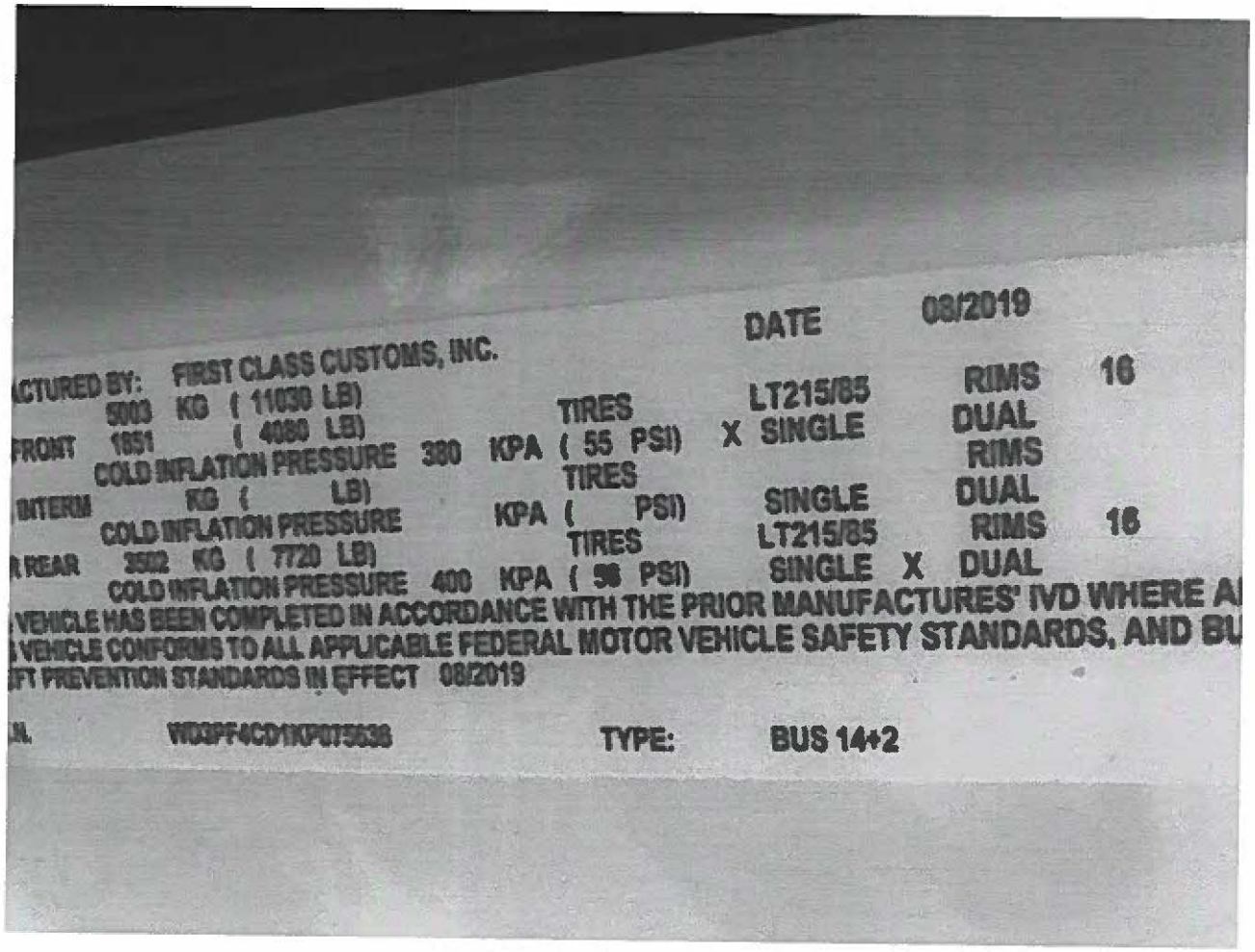
Dated this _____ day of _____.

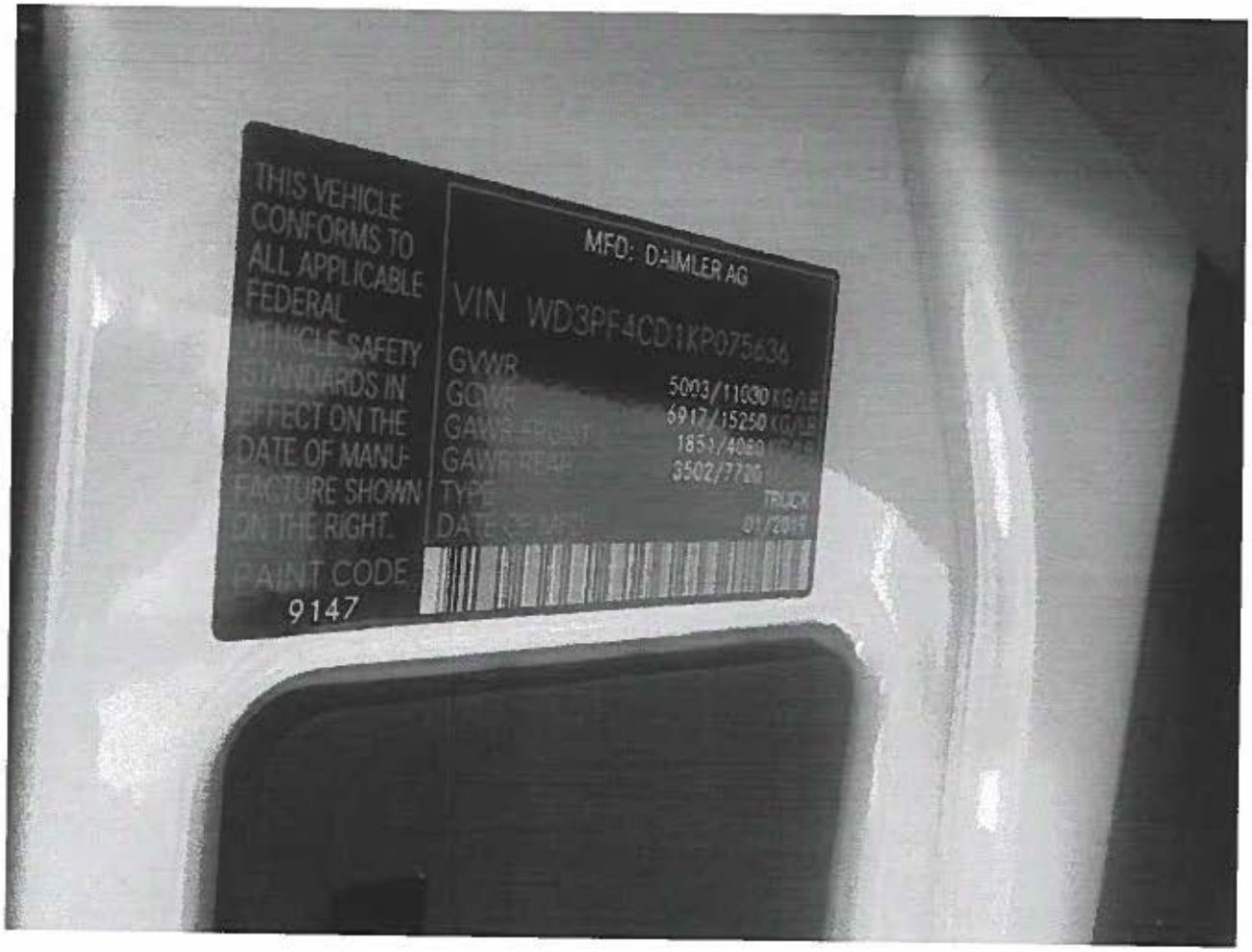
_____
Purchaser

_____ _____
Salesperson Date

| | |
|---|---|
| M.S.R.P : | $99,900.00 |
| Rebates and Incentives | |
| Options: | $2,390.00 |
| DELIVERY : | TBD |
| SUBTOTAL : | $102,290.00 |
| Deposit: | ($1,000.00) |
| BALANCE DUE ON COMPLETION Total : | $101,290.00 |

Accepted by: _____
"FCC Corporate Office Use Only"

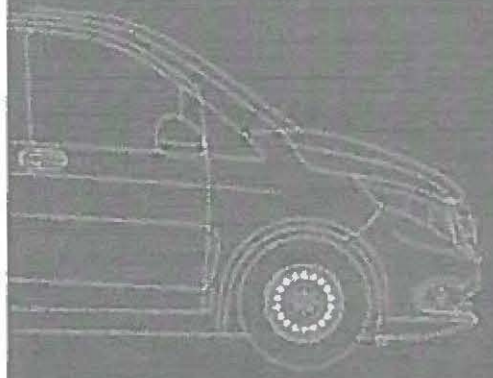

DATE 08/2019
ACTURED BY: FIRST CLASS CUSTOMS, INC.
5003 KG ( 11030 LB)
FRONT 1851 ( 4080 LB)
COLD INFLATION PRESSURE 380 KPA ( 55 PSI)
TIRES LT215/85 RIMS 16
X SINGLE DUAL
INTERM KG ( LB)
COLD INFLATION PRESSURE KPA ( PSI)
TIRES SINGLE DUAL RIMS
R REAR 3502 KG ( 7720 LB)
COLD INFLATION PRESSURE 400 KPA ( 58 PSI)
TIRES LT215/85 RIMS 16
SINGLE X DUAL
VEHICLE HAS BEEN COMPLETED IN ACCORDANCE WITH THE PRIOR MANUFACTURES' IVD WHERE A
VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS, AND BU
FT PREVENTION STANDARDS IN EFFECT 08/2019
N. WD3PF4CD1KP075638 TYPE: BUS 14+2


THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL
VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANU-FACTURE SHOWN ON THE RIGHT.
PAINT CODE
9147
MFD: DAIMLER AG
VIN WD3PF4CD1KP075634
GVWR
GCWR
GAWR FRONT
GAWR REAR
TYPE
TRUCK

Daimler Vans Presents

# MASTER UPFITTER

2017 | 2018



Daimler Vans grants status of MasterUpfitter 2017 | 2018 to

## First Class Customs, Inc.

On February 22nd, 2017



Mathias Geisen
General Manager
Marketing, Product & Upfitter Management

Dirk Schmelzer
General Manager
Sales Operations

©2017 Daimler Vans USA, LLC, Mercedes-Benz USA, LLC (collectively "Daimler Vans")

# FIRST CLASS CUSTOMS, INC.

**Manufacturer ID** 7322

**Common Name** FIRST CLASS CUSTOMS, INC.

**Previous Legal Name**

**URL** www.fccsutomsinc.com

**All Company DBAs** First Class Customs, Inc.

**Trade/Brand Names**

**Principal Name** Jay M Glick

**Principal Position** President

**Address** 2051 E. Kearney St., Bldg. B
Springfield, MISSOURI 65803 UNITED STATES (USA)

**Contact Name** Jay M Glick

**Contact Position** President

**Contact Business Phone** (417)832-0751

**Business Fax Number** (417)832-0614

**Contact Business Email** jay@fccustomsinc.com

**Production Start Date** 07/30/2015

**Production End Date**

**Updated On** 03/21/2018

## Equipment Types

**Type** Other (Motor vehicle equipment not covered by FMVSS)

## Manufacturer Types

**Type** Completed Vehicle Manufacturer, Vehicle Alterer, Incomplete Vehicle Manufacturer, Final-Stage Vehicle Manufacturer

## Vehicle Types

| Is Primary | Vehicle Type | GVWR From | GVWR To |
|---|---|---|---|
| ☐ | Bus | Class 2G: 8,001 - 9,000 lb (3,629 - 4,082 kg) | Class 3: 10,001 - 14,000 lb (4,536 - 6,350 kg) |
| ☐ | Multipurpose Passenger Vehicle (MPV) | Class 1A: 3,000 lb or less (1,360 kg or less) | Class 3: 10,001 - 14,000 lb (4,536 - 6,350 kg) |
| ☐ | Incomplete Vehicle | Class 2G: 8,001 - 9,000 lb (3,629 - 4,082 kg) | Class 3: 10,001 - 14,000 lb (4,536 - 6,350 kg) |

## Action History

| Change Date | Reference |
|---|---|
| 3/21/2018 | BFB999BD-6042-48DC-A7FC-ECE853BE4E4C |
| 12/8/2014 | ORG10352 |

**NHTSA Recall Data:** For vehicle-specific Federal Recalls for major light auto automakers, please use NHTSA's Recall VIN Lookup at

For any additional information and questions: Contact NHTSA Manufacturer Helpdesk at or 1-888-399-3277

U.S. DEPARTMENT OF TRANSPORTATION
National Highway Traffic Safety Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
1-888-327-4236
1-800-424-9153 (TTY)

# Safety Issues & Recalls

# Vehicle Identification Number (VIN)

Every vehicle has a unique VIN. Enter a VIN to learn if a specific vehicle needs to be repaired as part of a recall.

wd3pf4cd1kp075636 17/17

2019

## Mercedes-Benz MXCAE6

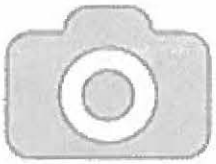


IMAGE NOT AVAILABLE

VIN: WD3PF4CD1KP075636

Recall data refreshed on Sep 08,2020

## 3 Unrepaired Recalls

associated with this VIN

Privacy - Terms

Sep 18,2019

**Manufacturer Recall Number** 2019100006

**NHTSA Recall Number** 19V665

**Recall Status** Recall Incomplete

**Summary**

Daimler AG ("DAG"), the manufacturer of Mercedes-Benz and Freightliner Vans, has determined that, the screw connection on the upper hood catch of certain Mercedes-Benz/Freightliner Sprinter vehicles (VS30; Platforms 907) may not have been carried out according to specification. Depending on vehicle speed, wind resistance, aerodynamic drag and factors such as vehicle loading and road conditions, the hood could open while the vehicle is being operated. If the hood were to open while driving, it could impact the driver's field of vision, thereby increasing the risk of a crash. An authorized Mercedes-Benz or Freightliner Sprinter dealer will check and if necessary tighten the torque of the screw connection. Any missing screws will be replaced if necessary.

**Safety Risk**

If the hood were to open while driving, it could impact the driver's field of vision, thereby increasing the risk of a crash.

**Remedy**

An authorized Mercedes-Benz or Freightliner Sprinter dealer will check and if necessary tighten the torque of the screw connection. Any missing screws will be replaced if necessary.

**Manufacturer's Notes**

Recall information is available going back to January 1, 1990.

**If the manufacturer has failed or is unable to remedy this safety recall for your vehicle in a timely manner,**

please contact the NHTSA Vehicle Safety Hotline at: 1-888-327-4236 or TTY: 1-800-424-9153 or file an online complaint with NHTSA.

Privacy - Terms

Mar 18,2020

**Manufacturer Recall Number** 2020040019

**NHTSA Recall Number** 20V180

**Recall Status** Recall Incomplete

**Summary**

Mercedes-Benz AG ("MBAG"), the manufacturer of Mercedes-Benz and Freightliner vans, has determined that the operator's manual in certain Sprinter vehicles from platform 907 (VS30) with automatic transmission does not correctly specify certain conditions under which the automatic parking function ("Auto-P") operates. The Operator's Manual describes certain functions which would automatically engage the park position "P" if (1) the driver opens the seat belt buckle or (2) the driver leaves the seat when the vehicle is stationary or driving at very low speed. However, this functionality is not available in the affected Sprinter vehicles. Should a customer rely on the Auto-P function as described in the Operator's Manual, the possibility of vehicle rollaway or movement cannot be ruled out which could increase the risk of a crash. An authorized Mercedes-Benz or Freightliner Sprinter dealer will add a supplementary booklet with a correct description of the Auto-P function to the Operator's Manual, which is already in the vehicle. The supplementary booklet is also available on-line at www.mbvans.com/sprinter/owners-resources/owner-manuals and https://www.freightlinersprinterusa.com/freightliner/owners-resources/owner-manuals.

**Safety Risk**

The Operator's Manual describes certain functions which would automatically engage the park position "P" if (1) the driver opens the seat belt buckle or (2) the driver leaves the seat when the vehicle is stationary or driving at very low speed. However, this functionality is not available in the affected Sprinter vehicles. Should a customer rely on the Auto-P function as described in the Operator's Manual, the possibility of vehicle rollaway or movement cannot be ruled out which could increase the risk of a crash.

**Remedy**

An authorized Mercedes-Benz or Freightliner Sprinter dealer will add a supplementary booklet with a correct description of the Auto-P function to the Operator's Manual, which is already in the vehicle. The supplementary booklet is also available on-line at

Privacy - Terms

www.mbvans.com/sprinter/owners-resources/owner-manuals and

https://www.freightlinersprinterusa.com/freightliner/owners-resources/owner-manuals.

**Manufacturer's Notes**

Recall information is available going back to January 1, 1990.

**If the manufacturer has failed or is unable to remedy this safety recall for your vehicle in a timely manner,**

please contact the NHTSA Vehicle Safety Hotline at: 1-888-327-4236 or TTY: 1-800-424-9153 or file an online complaint with NHTSA.

**Mar 18,2020**

**Manufacturer Recall Number** 2020040023

**NHTSA Recall Number** 20V181

**Recall Status** Recall Incomplete

**Summary**

Mercedes-Benz AG ("MBAG"), the manufacturer of Mercedes-Benz and Freightliner vans, has determined that on certain Sprinter vehicles the rear part of the fender liner on the front axle could contact and chafe the brake hose. If the distance between the fender liner and the brake hose is not sufficient, the front wheel suspension could contact and chafe the brake hose, which could lead to the loss of brake fluid. Over time, if the operator ignores the brake fluid warning indicator and continues to operate the vehicle until the brake fluid empties, this may increase the stopping distance and increase the risk of a crash. An authorized Mercedes-Benz or Freightliner Sprinter dealer will check the condition and clearance of the brake hoses and, if necessary, to replace them. Additionally, the corresponding fender liner will be modified accordingly on the respective side.

**Safety Risk**

Privacy - Terms

If the distance between the fender liner and the brake hose is not sufficient, the front wheel suspension could contact and chafe the brake hose, which could lead to the loss of brake fluid. Over time, if the operator ignores the brake fluid warning indicator and continues to operate the vehicle until the brake fluid empties, this may increase the stopping distance and increase the risk of a crash.

**Remedy**

An authorized Mercedes-Benz or Freightliner Sprinter dealer will check the condition and clearance of the brake hoses and, if necessary, to replace them. Additionally, the corresponding fender liner will be modified accordingly on the respective side.

**Manufacturer's Notes**

Recall information is available going back to January 1, 1990.

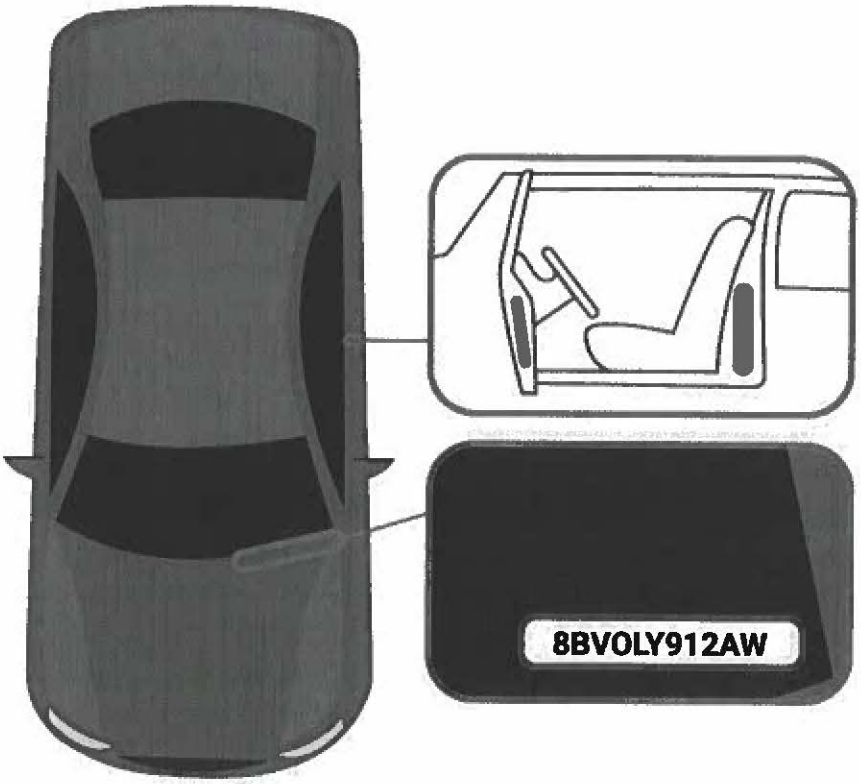
**If the manufacturer has failed or is unable to remedy this safety recall for your vehicle in a timely manner,**

please contact the NHTSA Vehicle Safety Hotline at: 1-888-327-4236 or TTY: 1-800-424-9153 or file an online complaint with NHTSA.

## Where's my VIN?

Look on the lower left of your car's windshield for your 17-character Vehicle Identification Number. Your VIN is also located on your car's registration card, and it may be shown on your insurance card.

Privacy · Terms




## What this VIN search tool will show

- An unrepaired vehicle affected by a vehicle safety recall in the past 15 calendar years
- Vehicle safety recalls from major light auto automakers, motorcycle manufacturers and some medium/heavy truck manufacturers

## What this VIN search tool will not show

- A vehicle with a repaired safety recall. If your vehicle has no unrepaired recalls, you will see the message: "0 Unrepaired recalls associated with this VIN"
- Manufacturer customer service or other nonsafety recall campaign
- International vehicles
- There may be a delay with very recently announced safety recalls for which not all VINs have been identified. VINs are added continuously so please check regularly.
- Safety recalls that are more than 15 years old (except where a manufacturer offers more coverage)

Privacy · Terms

- Safety recalls conducted by small vehicle manufacturers, including some ultra-luxury brands and specialty applications

## The Steps From Complaint To Recall

What happens to my complaint?

Your complaint fuels our work. Learn about the different steps that lead to recalls and safer vehicles.

The Steps From Complaint To Recall PDF, 5.56 MB →

## From your complaints **to recall campaigns**

NHTSA issues vehicle safety standards and requires manufacturers to recall vehicles and equipment's that have safety-related defects. Learn about NHTSA's recall process.

---

# 01 Complaints

## Reporting your problem is the important first step.

Your complaint will be added to a public NHTSA database after personally identifying informatio is removed.

If the agency receives similar reports from a number of people about the same product, this cou indicate that a safety-related defect may exist that would warrant the opening of an investigatior

Privacy · Terms

Example of Complaints →

## Have a safety problem?

Report a problem with your vehicle, tires, car seats or other equipment. We review every problem as we work to keep our roads safe.

**Report a safety problem →**

# 02 Investigations

## NHTSA conducts an investigation from reported complaints.

**A. SCREENING**

NHTSA reviews filed complaints from vehicle owners and other information related to alleged defects to decide whether to open an investigation.

**B. ANALYSIS**

NHTSA conducts an analysis of any petitions calling for defect investigations. If the petition is denied, the reasons for the denial are published in the Federal Register.

**C. INVESTIGATION**

NHTSA opens an investigation of alleged safety defects. It is closed when they notify the manufacturer of recall recommendations or they don't identify a safety-related defect.

**D. RECALL MANAGEMENT**

NHTSA reviews filed complaints from vehicle owners and other information related to alleged defects to decide whether to open an investigation.

**View monthly investigation reports →**

Privacy · Terms

# 03 Recalls

## Initiated safety recalls require a manufacturer's action to announce and remedy the defects.

A recall is issued when a manufacturer or NHTSA determines that a vehicle, equipment, car seat, or tire creates an unreasonable safety risk or fails to meet minimum safety standards. Most decisions to conduct a recall and remedy a safety defect are made voluntarily by manufacturers prior to any involvement by NHTSA.

Manufacturers are required to fix the problem by repairing it, replacing it, offering a refund, or in rare cases repurchasing the vehicle. View the 2019 Recall Report.

Using our VIN lookup tool, you can access recall information provided by the manufacturer conducting the recall which may be not posted yet on NHTSA's site.

**Go to search by VIN →**

---

## Takata Recalls Spotlight

**The latest updates on Takata recalls**

Recalls Spotlight monitors high-profile recalls and offers consumers resources to find and address vehicle recalls.

**Takata Recall Spotlight →**

## Motor Vehicle Safety Defects And Recalls - What Every Vehicle Owner Should Know

Download this brochure to get more information about how and why recall campaigns are initiated, and to know your rights and responsibilities when a vehicle or item of motor vehicle equipment is recalled.

**VIEW BROCHURE**

Privacy - Terms

# Roles in the Recall Process



## Manufacturer

Manufacturers will notify registered owners by first class mail within 60 days of notifying NHTSA of a recall decision. Manufacturers should offer a proper remedy to the owner.



## NHTSA

NHTSA will monitor each safety recall to make sure owners receive safe, free, and effective remedies from manufacturers according to the Safety Act and Federal regulations.



## You (owner)

You'll be notified via mail from the manufacturer. When you receive a notification, follow any interim safety guidance provided by the manufacturer and contact your local dealership to fix th recalled part for free.

Privacy - Terms

## Sign Up for Recall Alerts via Email

Know if there is a safety problem with your vehicles, tires or car seat, and how to get it fixed.

SIGN UP



**National Highway Traffic Safety Administration**

1200 New Jersey Avenue, SE
Washington, DC 20590

1-888-327-4236
1-800- 424-9153 (TTY)

Submit Feedba

# Agenda Item# 62

11/23/20 rmb
DT/NTA

**BEFORE THE NEVADA TRANSPORTATION AUTHORITY**

| | | |
|---|---|---|
| **ABRAHAM LIMOUSINE SERVICE, INC. (ALV) and WESTERN LIMOUSINE SERVICES (WLS) Petition for Relief under NAC 706.228** | ) | **DOCKET NO.** 20-11017 |

RECEIVED
NOV 17 2020
Nevada Transportation Authority
Las Vegas, Nevada

**ALV and WLS'S PETITION FOR RELIEF UNDER NAC 706.228**

COMES NOW, ALV and WLS, and hereby submits their Petition for Relief under NAC 706.228.

**Statement of Facts:**

ALV and WLS are certificated carriers. ALV/WLS have a contract Caesar's Palace to provide transportation for their guests. Therefore, ALV/WLS need to have vehicles staged outside the Hotel and Casino to accommodate these guests. Caesar's Palace directs where ALV/WLS stage their vehicles. ALV/WLS believe that a taxistand exits on Caesar's property where his vehicles are staging. This may or may not create a problem or conflict with NAC 706.228. ALV was previously granted an Order by this authority for this deviation. (See Ex. 1)

Since that Order, ALV entered into a management agreement with WLS. ALV has been using WLS vehicles at Caesars. We need to amend the Prior Order to include CPCN 1054.

**Memorandum of Law:**

NAC 706.228 reads in part:

4. While on duty, a certificate holder who is a common motor carrier of passengers or his or her employee shall not stand a vehicle or park a vehicle within 50 feet of a designated taxicab stand unless:
(a) The taxicab stand is located at an airport owned by a governmental entity; or
(b) The Chair or his or her designee has authorized the certificate holder to stop or park the vehicle within 50 feet of the designated taxicab stand.

**Conclusion:**

Based upon the language contained in 4(b), ALV/WLS request authorization to stop or park their vehicles within 50 of a designated taxicab stand on Caesar's Palace's property.

DATED this 17 day of November, 2020.

Attorney Brent Carson, LLC

# Exhibit 1

Agenda

18-11001

RECEIVED
NOV 02 2018
Nevada Transportation Authority
Las Vegas Nevada

November 2, 2018

Liz Babcock, C.P.A
Application Manager
Nevada Transportation Authority
3300 W Sahara Avenue
Las Vegas, NV 89102.

RE: Abraham Limo Service dba ALV
~~Motion~~ Petition for Relief under NAC 706.228

Dear Ms. Babcock,

The purpose of this letter is to provide the authority a notice that Abraham Limo Service dba ALV seek "Motion for Relief under NAC 706.228.

We have enclosed all the following documents for your considerations on urgent basis.

- This letter
- Motion for relief.

We appreciate your input and/or consideration in this urgent matter.

Very truly yours

MK PERVEZ (702) 234-4800
General Manager

On behalf of

Mulugeta Abraham

President

Abraham Limo Vegas

All CPCN's 2159, 1104.2 1090.2
Bus + Limo

**BEFORE THE NEVADA TRANSPORTATION AUTHORITY**

**ABRAHAM LIMOUSINE SERVICE, INC.** ) **DOCKET NO.** _____
**(ALV) Motion for Relief under NAC 706.228** )
)
)
_____ Petitioner )

**ALV'S MOTION FOR RELIEF UNDER NAC 706.228**

COMES NOW, ALV, and hereby submits their Motion for Relief under NAC 706.228.

**Statement of Facts:**

ALV is an active certificated carrier. ALV just contracted with Caesar's Palace to provide transportation for their guests. Therefore, ALV needs to have vehicles staged outside the Hotel and Casino to accommodate these guests. Caesar's Palace directs where ALV stages his vehicles. ALV believes that a taxistand exits on Caesar's property where his vehicles are staging. This may or may not create a problem or conflict with NAC 706.228. ALV files this motion out of an abundance of caution.

**Memorandum of Law:**

NAC 706.228 reads in part:

4. While on duty, a certificate holder who is a common motor carrier of passengers or his or her employee shall not stand a vehicle or park a vehicle within 50 feet of a designated taxicab stand unless:
(a) The taxicab stand is located at an airport owned by a governmental entity; or
(b) The Chair or his or her designee has authorized the certificate holder to stop or park the vehicle within 50 feet of the designated taxicab stand.

///

///

///

**Conclusion:**

Based upon the language contained in 4(b), ALV requests authorization to stop or park their vehicles within 50 of a designated taxicab stand on Caesar's Palace's property.

DATED this ___ day of November, 2018.

Mulugeta Abraham, ALV

Abraham Limousine Service, Inc.
Petition for Relief
Docket 20-11017
March 4, 2021 General Session

**December 17, 2020 general session minutes – item 60.**

**Docket 20-11017** The Petition for Relief seeking to Amend Prior Deviation from regulation NAC 706.228 granted to Abraham Limousine Service, Inc. CPCN's 1104, 1090, and 2159, to include Western Limousine Service, LLC CPCN 1054, Sub 3. Staff investigation concluded. (GA)

*Brent Carson, Esq appeared on behalf of the Applicants. Applications Manager Liz Babcock summarized the request and indicated staff's request that the carrier provide a request from the Caesar's property for the deviation. Chief of Enforcement Jones stated confusion with which carriers were allowed to stage at which properties. Commissioner Assad suggested the elimination of the 50 foot requirement and a regulatory workshop be scheduled. Kimberly Maxson-Rushton, Esq. offered an explanation for these types of deviation requests. A discussion ensued. Item tabled to the next subsequent Agenda 3-0*

**January 28, 2021 general session minutes – item 71.**

**Docket 20-11017** The Petition for Relief seeking to Amend Prior Deviation from regulation NAC 706.228 granted to Abraham Limousine Service, Inc. CPCNs 1104, 1090, and 2159, to include Western Limousine Service, LLC CPCN 1054, Sub 3. Staff investigation concluded. Tabled from prior general session (GA)

*Brent Carson, Esq. appeared on behalf of the carrier and requested the item be tabled to the next Agenda. Item tabled to next subsequent Agenda Approved 3-0*

**Staff update:**
Upon inquiry, Brent Carson, Esq., requested that this item be placed on the March 4, 2021 general session agenda. He indicated that he would have a letter from Caesar's by the date of the general session to support this petition to deviate.

As of the date of this writing, February 18, 2021, no such letter has been provided.

Staff recommendation:
Staff is recommending that this petition be denied. Should the carrier wish to continue this matter they can petition separately for this deviation rather than add it to a prior approval from 2018 (Docket 18-11001).

# Agenda Item# 63

RECEIVED
JAN 06 2021
Nevada Transportation Authority
Las Vegas, Nevada

# BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In the Matter of Kaptyn Nevada dba Presidential Limousine, CPCN's 1007 & 2119, for a Petition to Deviate From NAC 706.170 and a Request for Interim Authority.

Docket No. 21-01003

Approved
Did Not
1/6/21

## PETITION FOR AUTHORITY TO DEVIATE FROM NAC 706.170

## PETITION FOR INTERIM AUTHORITY

COMES NOW, KAPTYN NEVADA, LLC dba Presidential Limousine ("Petitioner" or "Carrier") before the Nevada Transportation Authority ("NTA") by and through their counsel of record, Kimberly Maxson-Rushton, Esq. and hereby submits this Petition to Deviate from Nevada Administrative Code ("NAC") 706.170 pursuant to the authority set forth in NAC 706.1305.

Petitioner further requests interim authority to operate vehicles in accordance with the deviation being sought herein. *See*, NAC 706.3957 and 706.3998.

Said petitions are based upon the attached Memorandum of Points and Authorities, as well as any other papers and documents on file herein.

## I.

## MEMORANDUM OF POINTS AND AUTHORITIES

A. Deviation from NAC 706.170

Pursuant to **NAC 706.170(1)**:

> Except as otherwise provided in this section, common or contract motor carriers operating in intrastate commerce, when traversing the highways of this State, shall have the *name of the carrier operating the vehicle firmly attached to each side of the unit having motive power in letters not less than 2 inches high* in sharply contrasting colors which are legible from a distance of at least 50 feet.

Petitioner submits this Petition requesting authority to use lettering that is less than 2 inches in size. Specifically, Petitioner seeks to use one (1) inch lettering to identify the carrier "Presidential" and for the term "Limousine" Carrier requests to use lettering that is approximately one-quarter inch. In addition to the carrier name, Petitioner intends to use the "Presidential" logo, which has been previously approved by the NTA pursuant to NAC 706.170(4). The "Presidential" logo is widely known throughout the Las Vegas transportation and nightclub industries; thereby

providing Petitioner with immediate brand recognition by loyal customers, hotels and passengers who enjoy high end limousine services.

Accordingly, Petitioner submits that good cause for this request to deviate from NAC 706.170.

B. Request for Interim Authority

In order to initiate operations and utilize the vehicle logo and lettering as requested herein, Petitioner respectfully requests interim authority. In support of said request Petitioner submits that the fleets specific to CPCN's 1007 and 2119 have been inspected consistent with the applicable Compliance Order and are ready to be placed into service. Therefore, Petition seeks interim authority to use the approved "Presidential" logo and lettering reflecting Carrier's name that is less than 2 inches in height.

## II.

## CONCLUSION

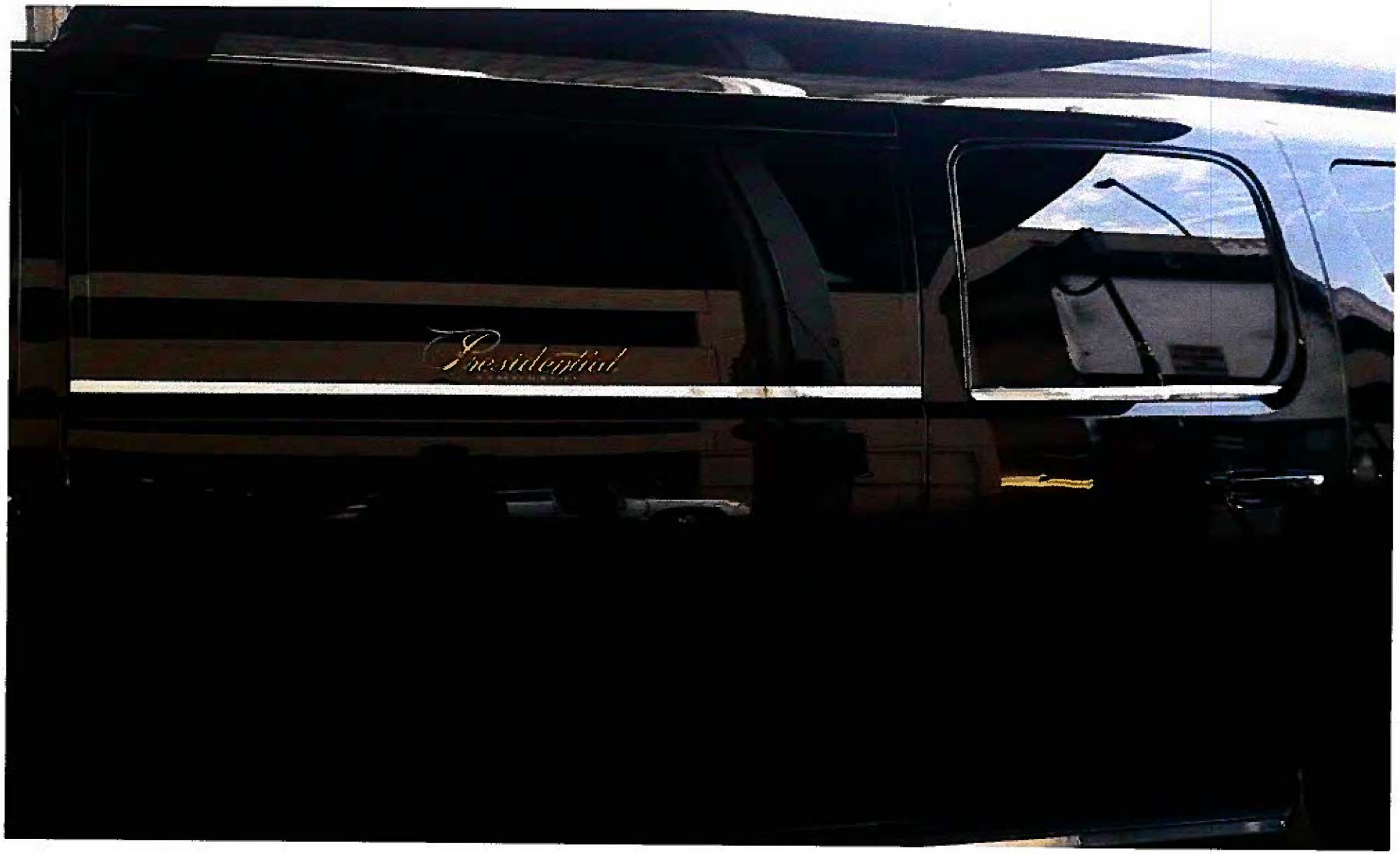
In conclusion, based on the arguments set forth herein Petitioner respectfully requests that the NTA grant this Petition to Deviate from NAC 706.170 and authorize Carrier to use the "Presidential" logo and reduced size lettering on an interim basis.

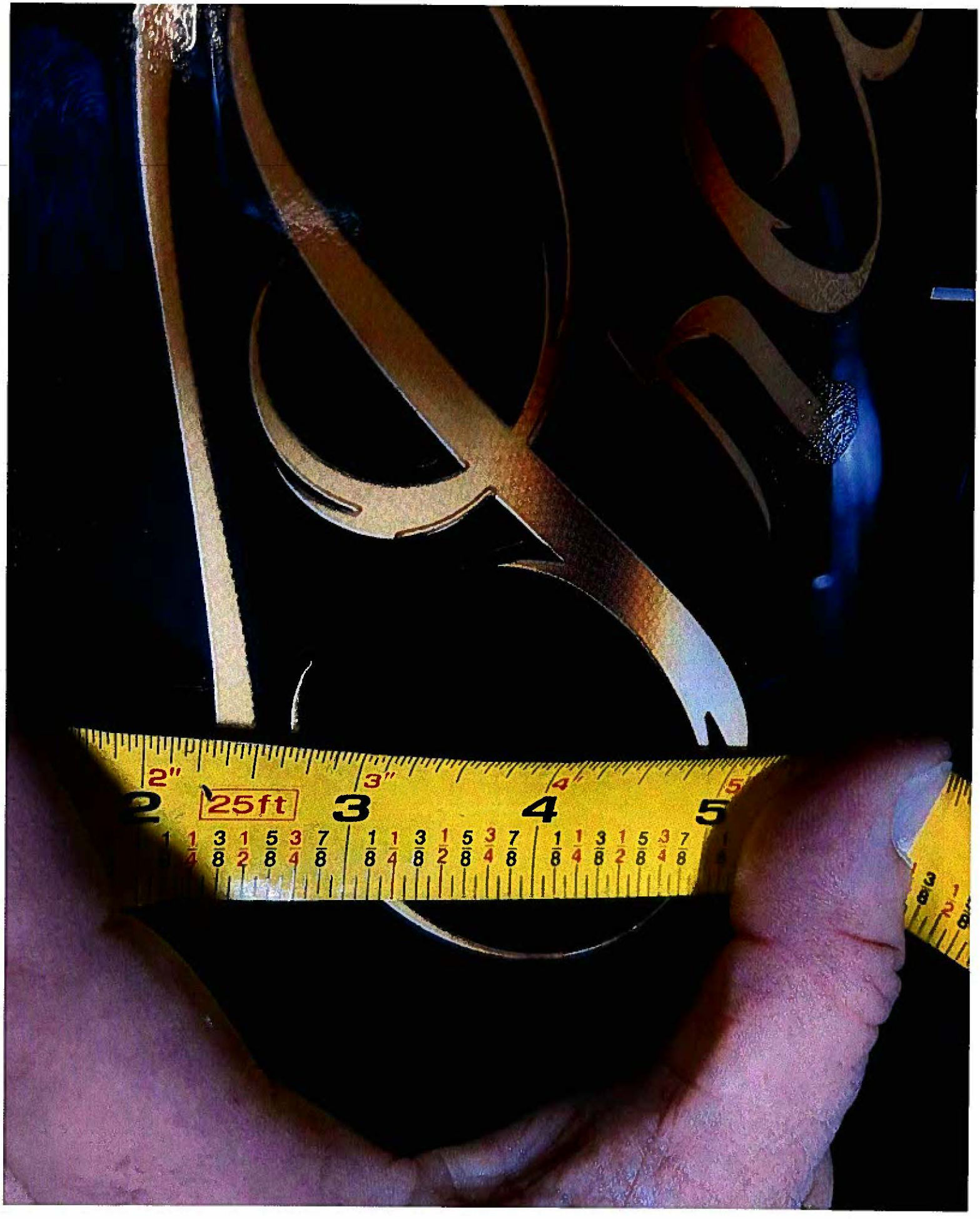
DATED this 5th day of January, 2021

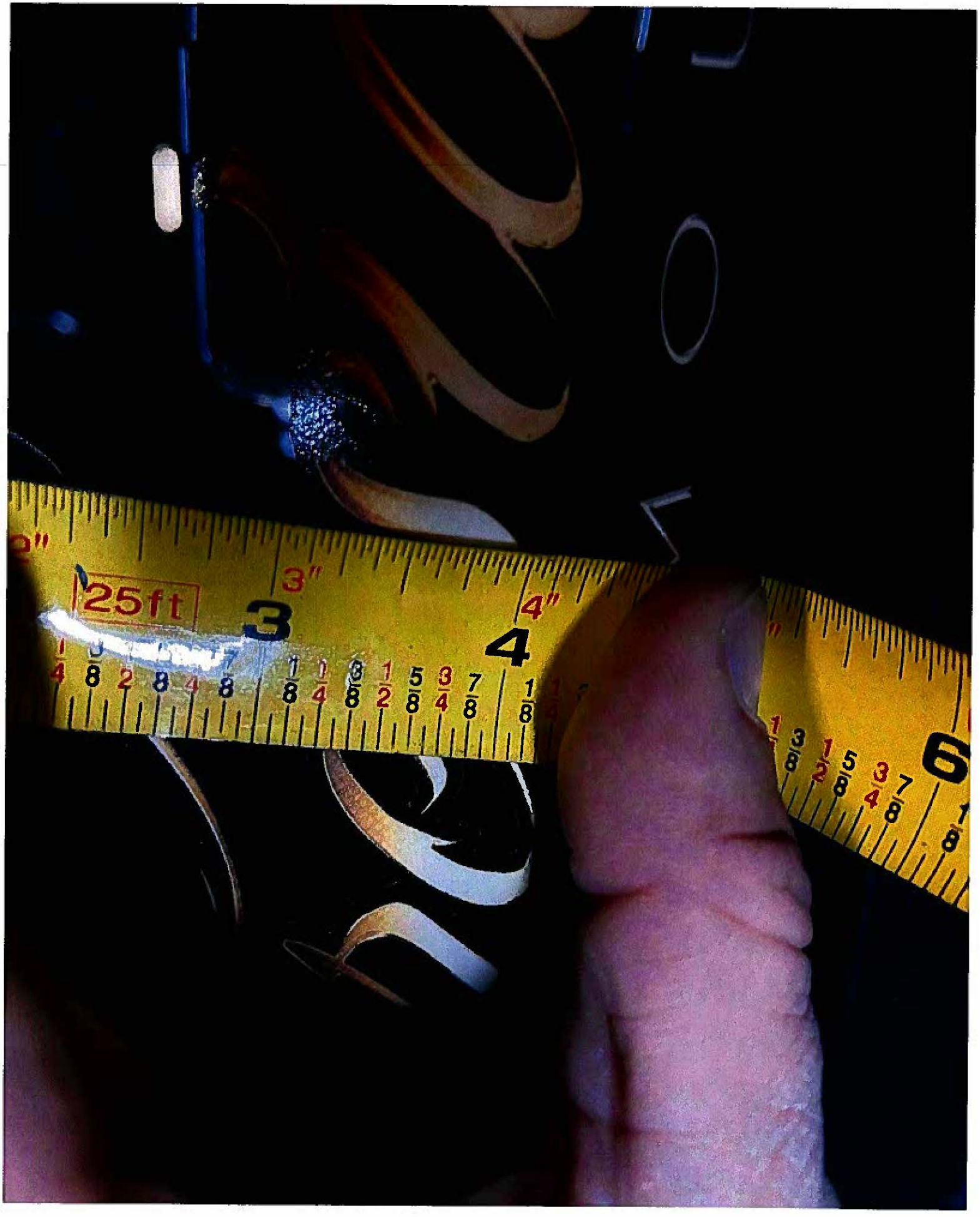
COOPER LEVENSON, P.A.

*/s/Kimberly Maxson-Rushton*
Kimberly Maxson-Rushton, Esq.
Nevada Bar No. 5065
3016 West Charleston Blvd., Ste. 195
Las Vegas, Nevada 89102

The “P” is 2” tall. The lower case letters are 1” tall. The word “LIMOUSINE” is 1/4” tall.


Presidential


2"
3"
4"
25ft
2
3
4
5


25ft
3"
4"
3
4

# Agenda Item# 64

Item #64

Docket

21-02007

REMOVED

FROM AGENDA

# Agenda Item# 65

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: The Application of Astillita Productions, Inc. d/b/a Acme Moving Co. for authority to modify tariff rates pursuant to NAC 706.1384. | ) ) ) ) | Dockets 21-01001 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

Based on the evidence of record, the Nevada Transportation Authority ("Authority") makes the following findings:

1. That an Application was filed with the Authority by Astillita Productions, Inc. d/b/a Acme Moving Co. (**"**Applicant**"**), a carrier certificated to provide transportation of household goods as described in Certificate of Public Convenience and Necessity ("CPCN") 3362, for authority to modify tariff rates pursuant to NAC 706.1384.
2. That the Applicant simultaneously filed a petition for interim authority.
3. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.
4. That on January 21, 2021, Commissioner George Assad, acting as a Hearing Officer, granted the interim authority.
5. That the Applicant seeks to:

///

///

///

a. Change the hourly rate format from offering only two hourly rates (2 men/3 men) to the following format including definitions for each new rate:

| | |
|---|---|
| Truck | $40.00 per hour |
| Driver-Lead | $65.00 per hour |
| Mover-Packer | $65.00 per hour |
| Packer | $25.00 per hour |
| Mover | $40.00 per hour |

b. Reduce the hourly minimum for a move from three (3) hours to two (2) hours.

6. That the proposed rates are within the current range of rates for similar services.

7. That the Applicant has not requested a rate increase since November 2016.

8. That based upon all the records relating to the Application and after investigation:

a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.

b. The proposed tariff modification will be consistent with the public interest and will not operate to defeat the legislative policy set forth in NRS 706.151.

**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. Upon the Applicant reimbursing the Authority for the costs of noticing related to the Application, the tariff modification proposed by Astillita Productions, Inc. d/b/a Acme Moving Co. is hereby GRANTED.

///

///

///

///

///

///

2. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

250. Estimate of Charges
If requested by the shipper the carrier will perform a virtual inspection of the goods and provide the shipper a written estimate of the charges. The original estimate shall be delivered to the shipper and a copy maintained by carriers in carrier's record of shipment.

The estimate shall be based upon the carrier's tariff filed with the Nevada Transportation Authority. The final charge for transporting shipper's goods may not exceed the estimate unless the customer requests services that are not included in the written estimate and agrees to pay the additional services so requested. If the final charge is less than the estimate, the carrier shall only collect the actual charge for the service.

260. Application of Rates
Carrier will charge hourly rates for use of vehicle and cost of labor. All charges begin at the location of the shipment pick up and end at the drop off location for the shipment.

(A) Shipping Rates
Hourly rates are as follows:

| | |
|---|---|
| Truck | $40.00 per hr. |
| Driver-Lead | $65.00 per hr. |
| Mover-Packer | $65.00 per hr. |
| Packer | $25.00 per hr. |
| Mover | $40.00 per hr. |

Minimum Charge:
There is a TWO (2) hourly minimum for all moves.

(B) Travel Charge
All local moves having the shipper's pick up and drop off points within a 0-30 mile radius of carriers dock will be assessed a one (1) hour travel charged the hourly rates stated above will apply only from the shipper's pick up to the shipper's drop off locations. If shipper's pick up or drop off location is located outside of a 30 mile radius from carrier's dock then the shipper will charged a one (1) hour travel charge for the first 30 miles from carrier's dock and an additional hour for every (60) miles (or any portion thereof) traveled thereafter, and the hourly rates stated above will apply only from the shipper's pick up and the snipers drop off locations.

Hourly Travel Charge: $50.00 per hour

270. **Employee Description:**

A. **Driver-Lead :**

A qualified person per the DOT/NTA rules and regulations. This position is the most experienced of all the positions and responsible for driving the truck, charging clients/handle paper work, packing truck, answer any questions and supervise the entire move.

B. **Mover-Packer :**

A person that assists the driver with heavy lifting and bringing all items from the home to the truck.
They are the second most experienced of the crew.

C. **Packer :**

This person would be someone the generally moves items to and from the home to the truck and will let the driver-lead organize the truck properly.

D. **Mover:**

This would be a third person added to the entire move to assure that the move is completed at a more faster pace due to time constraints.
They would be very well experienced and are usually added for bigger moves, upon the clients request.

250. Estimate of Charges

If requested by the shipper the carrier will perform a visual inspection of the goods and provide the shipper a written estimate of the charges. The original estimate shall be delivered to the shipper and a copy maintained by carrier in carrier's record of shipment.

The estimate shall be based upon the carrier's tariff filed with the Nevada Transportation Authority. The final charge for transporting shipper's goods may not exceed the estimate unless the customer requests services that are not included in the written estimate and agrees to pay for the additional services so requested. If the final charge is less than the estimate, the carrier shall only collect the actual charge for the service.

260. Application of Rates

Carrier will charge hourly rates for use of vehicle and cost of labor. All charges begin at the location of the shipment pick up and end at the drop off location for the shipment.

(A) Shipping Rates

Hourly rates are as follows:

| | |
|---|---|
| 2 Men and a Truck | $129.99 |
| 3 Men and a Truck | $159.99 |

Minimum Charge

There is a three (3) hourly minimum for all moves.

(B) Travel Charge

All local moves having the shipper's pick up and drop off points within a 0 -- 30 mile radius of carrier's dock will be assessed a one (1) hour travel charge and the hourly rates stated above will apply only from the shipper's pick up to the shipper's drop off locations. If shipper's pick up or drop off location is located outside a 30 mile radius from carrier's dock then the shipper will be charged a one (1) hour travel charge for the first 30 miles from carrier's dock and an additional hour for every sixty (60) miles (or any portion thereof) traveled thereafter, and the hourly rates stated above will apply only from the shipper's pick up and the shipper's drop off locations.

Hourly travel charge: $50.00 per hour

(C) Packing Rates

Carrier will charge $135.00 per hour for all packing services, which shall include two packers and all packing material, boxes and containers utilized in packing.

removed rule. not under the NTA's jurisdiction. not on the order. LP

ISSUED: October 19, 2016

EFFECTIVE:

ISSUED BY:
ASTILLITA PRODUCTIONS, INC., d/b/a
ACME MOVING CO.
5244 Smoke Ranch Road
Las Vegas, Nevada 89108

ACCEPTED
NOV 10 2016
Nevada Transportation Authority
Las Vegas, Nevada

# Agenda Item# 66

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: The Application of Pink Jeep Tours Nevada, Inc. for authority to modify tariff rates pursuant to NAC 706.1384. | ) ) ) ) | Docket 21-01010 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

Based on the evidence of record, the Nevada Transportation Authority ("Authority") makes the following findings:

1. That an Application was filed with the Authority by Pink Jeep Tours Nevada, Inc. a carrier certificated to provide scenic tour service as described in Certificate of Public Convenience and Necessity ("CPCN") 1078, Sub 3, for authority to modify tariff rates pursuant to NAC 706.1384.
2. That the carrier simultaneously filed a Petition for Interim Authority.
3. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.
4. That on February 3, 2021, Commissioner David Newton, acting as Presiding Officer in this matter, granted the Petition for Interim Authority.
5. That the Applicant seeks to:
    a. Change the following tour names: Valley of Fire, Eldorado, Bright Lights, and Red Rock.

b. Increase/Add the following hourly tour rates:

| Tour | Old Rate | New Rate | Old Buyout Rate | New Buyout Rate | New Child Rate |
|---|---|---|---|---|---|
| Valley of Fire | 169.00 | 174.00 | 1140.75 | 1174.50 | 159.00 |
| Red Rock Canyon | 99.00 | 109.00 | 668.25 | 735.75 | 99.00 |
| Eldorado | 155.00 | 159.00 | 1046.25 | 1073.25 | 145.00 |
| Mt. Charleston | 89.00 | 109.00 | 600.75 | 735.25 | 99.00 |
| Red Rock Canyon: Rocky Gap | 134.00 | 139.00 | 804.00 | 834.00 | 127.00 |
| Bright Lights | 99.00 | 109.00 | 594.00 | 654.00 | 99.00 |
| Sight & Sounds | 79.00 | 89.00 | 474.00 | 534.00 | 79.00 |
| Land, Air, and Sea | 194.00 | 199.00 | 1164.00 | 1194.00 | 182.00 |

6. That there are no other off-road scenic tours to compare these proposed rates to, and therefore the Applicant represents the range. However, the proposed rates are very reasonable when compared to the non-off-road tour rates for similar tours.
7. That the Applicant has not requested a rate increase since November 19, 2020.
8. That based upon all the records relating to the Application and after investigation:
   a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
   b. The proposed tariff modification will be consistent with the public interest and will not operate to defeat the legislative policy set forth in NRS 706.151.

**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. The tariff modification proposed by Pink Jeep Tours Nevada, Inc. is hereby GRANTED.

2. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

PINK JEEP TOURS NEVADA, INC.

Charter Tariff

Rule No. RULES AND REGULATIONS (Continued)

14. Schedule:

Times are approximate and should be accurate within thirty minutes.

15. Amenities/Added Fees:

The cost of amenities such as food, drink and administrative fees such as park entrance fees will be added at cost and billed separately from the transportation.

16. Sights and Sounds Tour:

A two hour (2) City Tour that will consist of a journey along the Strip (Las Vegas Blvd), with photo stops at a Wedding Chapel, The Las Vegas Sign, and the LINQ. The Tour will be conducted in an open-air Jeep with a passenger capacity of eight (8). The Tour price will include an entry ticket to the LINQ's High Roller.

17. Red Rock Classic Tour:

A four (4) hour tour that will journey to the Red Rock Conservation Area and continue along the seventeen (17) mile scenic road, with at least three (3) photo stops along the way. The Tour will be conducted in our air-conditioned Tour Trekker vehicles with a passenger seating capacity of nine(9). Complementary hotel pick-up and drop offs will be provided. Daily departures are at 8am & 1pm.

18. Buyout of Vehicle Tour: (N)
Buyout of a Vehicle allows a private group to have exclusive use of a Pink Jeep vehicle for one of the offered tours. The Buyout rate equals a per person discount of 25% of the original tour rate with the vehicle at maximum capacity.

19. Custom Tour: (N)
Private group may charter a Pink Jeep vehicle at an hourly rate to build a custom tour. Rate starts from when the vehicle leaves for pickup of passengers until vehicle returns to domicile.

| Issued: | Issued By: | Effective: |
|---|---|---|
| | John Fitzgibbons<br>PINK JEEP TOURS NEVADA<br>3629 W. Hacienda Ave.<br>Las Vegas, Nevada 89118 | ACCEPTED<br>Interim<br>NOV 05 2020<br>Docket 20-10016<br>Nevada Transportation Authority<br>Las Vegas, Nevada |

PINK JEEP TOURS NEVADA, INC.

Charter Tariff

Rule No. RULES AND REGULATIONS (Continued)

20. Eldorado Tour:

This four (4) hour tour is limited to nine(9)passengers and is conducted in one of Pink Jeep's custom built Trekkers. From Las Vegas guests are taken through the historic town of Nelson, Nevada for a guided tour of the Techatticup gold mine. From the mine, guests are transported to picturesque Lake Mojave for photo opportunities. Thereafter, guests are transported back to their respective hotels.

21. Mt. Charleston Tour:

Mt. Charleston is extraordinary any time of year, with each season unveiling its own unique grandeur. This exciting tour is limited to nine (9)passengers and takes guests through the Toiyabe National Forest, into a majestic alpine setting. We stop at the charming Mt. Charleston Lodge, nestled amid a forest of ponderosa fir, spruce and aspen trees make this landscape simply gorgeous. Descending through Kyle Canyon, we venture off the highway for an excursion through the desert that exposes the true natural beauty of this one-of-a-kind region. Temperatures are approximately 20-30 degrees cooler, layered clothing is recommended for this four (4) hour tour.

22. Land, Air and See Tour:

This four (4) hour tour is limited to eight(8) passengers and is conducted in a Pink Jeep! Guests are initially taken to the Welcome to Las Vegas sign then transported down the Strip for photo opportunities at the LINQ/High Roller, Stratosphere, The Little White Wedding Chapel, and Gold and Silver Pawn Shop. Next stop, the Fremont Street experience where guests are treated to a guided walking tour. After leaving downtown, guests travel south on Las Vegas Blvd. to see a live Volcano at the Mirage and the beautiful Bellagio fountains. The final stop Sundance Helicopter for a fifteen (15) minute air tour of the Strip. Guests are returned to their hotels following the helicopter ride.

| Issued: | Issued By: | Effective: |
|---|---|---|
| | John Fitzgibbons<br>PINK JEEP TOURS NEVADA<br>3629 W. Hacienda Ave.<br>Las Vegas, Nevada 89118 | ACCEPTED<br>INTERIM<br>NOV 05 2020<br>Docket 20-10016<br>Nevada Transportation Authority<br>Las Vegas, Nevada |

PINK JEEP TOURS NEVADA, INC.

Charter Tariff

Rule No. RULES AND REGULATIONS (Continued)

23. Red Rock Canyon Rocky Gap Road Adventure Tour:

This three (3) hour tour is limited to eight (8)passengers and is conducted in a Pink Jeep trekker. It is a personally guided, narrated tour and offers hotel pick-up and drop-off. Tour Highlights include Rocky Gap Road, Calico Hills, Wilson Cliffs / Keystone Thrust and National Park Visitor Center.

24. Valley of Fire State Park:

This six (6) hour tour package is bursting with unique rock formations and ancient petroglyphs within the Mojave Desert and includes lunch. The Valley of Fire tour takes passengers to Valley of Fire State Park, Nevada's oldest, and largest state park. Some of the sights/formations guests will experience include: Rainbow Vista, White Domes, Fire Canyon, Elephant rock and many more! Guests also enjoy some historical and archeological facts about Atlatl Rocks petroglyphs, and The Cabins built in the 1930's. The Highlight of this nine (9) person tour is having the opportunity to experience an archeological/historical/geological and beautifully scenic excursion with professional interpretations along the entire trip.

25. Bright Lights City Tour:

The Bright Lights City tour starts when guests are picked up in one of Pink Jeep's customized open-air Jeep Wrangler and is approximately three and a half (3.5) hours. This tour will takes up to eight (8)passengers along the infamous Las Vegas Strip where they can experience the Welcome to Las Vegas Sign, Gold and Silver Pawn Shop, Wedding Chapel Row, Fremont Street, and other architectural wonders. Along with this breathtaking scenery, guests are provided with entertainment, information and even historical context of Las Vegas. The Tour price will include an entry ticket to the LINQ's High Roller. (N)

| Issued: | Issued By: | Effective: |
|---|---|---|
| | John Fitzgibbons<br>PINK JEEP TOURS NEVADA<br>3629 W. Hacienda Ave.<br>Las Vegas, Nevada 89118 | ACCEPTED<br>Interim<br>NOV 05 2020<br>Docket 20-10016<br>Nevada Transportation Authority<br>Las Vegas, Nevada |

PINK JEEP TOURS NEVADA, INC.

Charter Tariff

# RATES AND CHARGES

| RATES AND CHARGES | Vehicle | # of Seats | Adult | Buyout of Vehicle |
|---|---|---|---|---|
| Red Rock/Rocky Gap Tour | Jeep | 8 | $ 134.00 | $ 804.00 |
| Valley of Fire/Buffington Pockets Tour | Trekker | 9 | $ 169.00 | $ 1,140.75 |
| Eldorado Tour | Trekker | 9 | $ 155.00 | $ 1,046.25 |
| Mt. Charleston Tour | Trekker | 9 | $ 89.00 | $ 600.75 |
| Bright Lights City Tour | Jeep | 8 | $ 99.00 | $ 594.00 |
| Sights and Sounds Tour | Jeep | 8 | $ 79.00 | $ 474.00 |
| Red Rock Classic Tour | Trekker | 9 | $ 99.00 | $ 668.25 |
| Land, Air and See Tour | Jeep | 8 | $ 194.00 | $ 1,164.00 |

Custom Tours $250.00/hour.

| Issued: | Issued By: | Effective: |
|---|---|---|
| | John Fitzgibbons<br>PINK JEEP TOURS NEVADA<br>3629 W. Hacienda Ave.<br>Las Vegas, Nevada 89118 | ACCEPTED<br>Interim<br>NOV 05 2020<br>Docket 20-10016<br>Nevada Transportation Authority<br>Las Vegas, Nevada |

PINK JEEP TOURS NEVADA, INC.

Charter Tariff

Rule No. RULES AND REGULATIONS (Continued)

14. Schedule:

Times are approximate and should be accurate within thirty minutes.

15. Amenities/Added Fees:

The cost of amenities such as food, drink and administrative fees such as park entrance fees will be added at cost and billed separately from the transportation.

16. Sights and Sounds Tour:

A two hour (2) City Tour that will consist of a journey along the Strip (Las Vegas Blvd), with photo stops at a Wedding Chapel, The Las Vegas Sign, and the LINQ. The Tour will be conducted in an open-air Jeep with a passenger capacity of eight (8). The Tour price will include an entry ticket to the LINQ's High Roller.

17. Red Rock Canyon Classic Tour:

A four (4) hour tour that will journey to the Red Rock Conservation Area and continue along the seventeen (17) mile scenic road, with at least three (3) photo stops along the way. The Tour will be conducted in our air-conditioned Tour Trekker vehicles with a passenger seating capacity of nine(9). Complementary hotel pick-up and drop offs will be provided. Daily departures are at 8am & 1pm.

18. Buyout of Vehicle Tour:
Buyout of a Vehicle allows a private group to have exclusive use of a Pink Jeep vehicle for one of the offered tours. The Buyout rate equals a per person discount of 25% of the original tour rate with the vehicle at maximum capacity.

19. Custom Tour:
Private group may charter a Pink Jeep vehicle at an hourly rate to build a custom tour. Rate starts from when the vehicle leaves for pickup of passengers until vehicle returns to domicile.

| Issued: | Issued By: | Effective: |
|---|---|---|
| 12/15/20 | John Fitzgibbons<br>PINK JEEP TOURS NEVADA<br>3629 W. Hacienda Ave.<br>Las Vegas, Nevada 89118 | ACCEPTED<br>Interim<br>FEB 03 2021<br>docket 21-01010<br>Nevada Transportation Authority<br>Las Vegas, Nevada |

PINK JEEP TOURS NEVADA, INC.

Charter Tariff

Rule No. RULES AND REGULATIONS (Continued)

20. Eldorado Gold Mine Tour:

This four (4) hour tour is limited to nine(9)passengers and is conducted in one of Pink Jeep's custom built Trekkers. From Las Vegas guests are taken through the historic town of Nelson, Nevada for a guided tour of the Techatticup gold mine. From the mine, guests are transported to picturesque Lake Mojave for photo opportunities. Thereafter, guests are transported back to their respective hotels.

21. Mt. Charleston Tour:

Mt. Charleston is extraordinary any time of year, with each season unveiling its own unique grandeur. This exciting tour is limited to nine (9) passengers and takes guests through the Toiyabe National Forest, into a majestic alpine setting. We stop at the charming Mt. Charleston Lodge, nestled amid a forest of ponderosa fir, spruce and aspen trees make this landscape simply gorgeous. Descending through Kyle Canyon, we venture off the highway for an excursion through the desert that exposes the true natural beauty of this one-of-a-kind region. Temperatures are approximately 20-30 degrees cooler, layered clothing is recommended for this four (4) hour tour.

22. Land, Air and See Tour:

This four (4) hour tour is limited to eight(8) passengers and is conducted in a Pink Jeep! Guests are initially taken to the Welcome to Las Vegas sign then transported down the Strip for photo opportunities at the LINQ/High Roller, Stratosphere, The Little White Wedding Chapel, and Gold and Silver Pawn Shop. Next stop, the Fremont Street experience where guests are treated to a guided walking tour. After leaving downtown, guests travel south on Las Vegas Blvd. to see a live Volcano at the Mirage and the beautiful Bellagio fountains. The final stop Sundance Helicopter for a fifteen (15) minute air tour of the Strip. Guests are returned to their hotels following the helicopter ride.

| Issued: | Issued By: | Effective: |
|---|---|---|
| 12/15/20 | John Fitzgibbons<br>PINK JEEP TOURS NEVADA<br>3629 W. Hacienda Ave.<br>Las Vegas, Nevada 89118 | ACCEPTED<br>Interim<br>FEB 03 2021<br>docket 21-01010<br>Nevada Transportation Authority<br>Las Vegas, Nevada |

PINK JEEP TOURS NEVADA, INC.

Charter Tariff

Rule No. RULES AND REGULATIONS (Continued)

23. Red Rock Canyon: Rocky Gap AM Tour:

This three (3) hour tour is limited to eight (8)passengers and is conducted in a Pink Jeep trekker. It is a personally guided, narrated tour and offers hotel pick-up and drop-off. Tour Highlights include Rocky Gap Road, Calico Hills, Wilson Cliffs / Keystone Thrust and National Park Visitor Center.

24. Valley of Fire Tour:

This six (6) hour tour package is bursting with unique rock formations and ancient petroglyphs within the Mojave Desert and includes lunch. The Valley of Fire tour takes passengers to Valley of Fire State Park, Nevada's oldest, and largest state park. Some of the sights/formations guests will experience include: Rainbow Vista, White Domes, Fire Canyon, Elephant rock and many more! Guests also enjoy some historical and archeological facts about Atlatl Rocks petroglyphs, and The Cabins built in the 1930's. The Highlight of this nine (9) person tour is having the opportunity to experience an archeological/historical/geological and beautifully scenic excursion with professional interpretations along the entire trip.

25. Bright Lights Tour:

The Bright Lights City tour starts when guests are picked up in one of Pink Jeep's customized open-air Jeep Wrangler and is approximately three and a half (3.5) hours. This tour will takes up to eight (8) passengers along the infamous Las Vegas Strip where they can experience the Welcome to Las Vegas Sign, Gold and Silver Pawn Shop, Wedding Chapel Row, Fremont Street, and other architectural wonders. Along with this breathtaking scenery, guests are provided with entertainment, information and even historical context of Las Vegas. The Tour price will include an entry ticket to the LINQ's High Roller. (N)

| Issued: | Issued By: | Effective: |
|---|---|---|
| 12/15/20 | John Fitzgibbons<br>PINK JEEP TOURS NEVADA<br>3629 W. Hacienda Ave.<br>Las Vegas, Nevada 89118 | ACCEPTED<br>Interim<br>FEB 03 2021<br>Docket 21-0000<br>Nevada Transportation Authority<br>Las Vegas, Nevada |

PINK JEEP TOURS NEVADA, INC.

Charter Tariff

## RATES AND CHARGES

| | Vehicle | Vehicle Capacity | Adult | Child | Buyout Tour Rate | Buyout Discount |
|---|---|---|---|---|---|---|
| Valley of Fire | Trekker | 9 | $ 174.00 | $ 159.00 | $ 1,174.50 | -25% |
| Red Rock Canyon Classic | Trekker | 9 | $ 109.00 | $ 99.00 | $ 735.75 | -25% |
| Eldorado Gold Mine Tour | Trekker | 9 | $ 159.00 | $ 145.00 | $ 1,073.25 | -25% |
| Mt. Charleston Tour | Trekker | 9 | $ 109.00 | $ 99.00 | $ 735.25 | -25% |
| Red Rock Canyon: Rocky Gap AM | Jeep | 8 | $ 139.00 | $ 127.00 | $ 834.00 | -25% |
| Bright Lights Tour | Jeep | 8 | $ 109.00 | $ 99.00 | $ 654.00 | -25% |
| Sight & Sounds | Jeep | 8 | $ 89.00 | $ 79.00 | $ 534.00 | -25% |
| Land, Air and See Tour | Jeep | 8 | $ 199.00 | $ 182.00 | $ 1,194.00 | -25% |

Custom Tours $250.00/hour.

| Issued: | Issued By: | Effective: |
|---|---|---|
| | John Fitzgibbons<br>PINK JEEP TOURS NEVADA<br>3629 W. Hacienda Ave.<br>Las Vegas, Nevada 89118 | ACCEPTED<br>Interim<br>FEB 0 3 2021<br>21-01010<br>Nevada Transportation Authority<br>Las Vegas, Nevada |

# Agenda Item# 67

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: The Application of Warren's Moving LLC d/b/a Warren's Moving for authority to modify tariff rates pursuant to NAC 706.1384. | ) ) ) ) | Docket 21-01015 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

Based on the evidence of record, the Nevada Transportation Authority ("Authority") makes the following findings:

1. That an Application was filed with the Authority by Warren's Moving LLC d/b/a Warren's Moving (**"**Applicant**"**), a carrier certificated to provide transportation of household goods as described in Certificate of Public Convenience and Necessity ("CPCN") 3246, Sub 1, for authority to modify tariff rates pursuant to NAC 706.1384.
2. That the Applicant simultaneously filed a petition for interim authority.
3. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.
4. That on January 25, 2021, Commissioner George Assad, acting as the hearing officer, granted the interim authority.
5. That the Applicant seeks to:
    a. Change the Overtime Rate from jobs lasting longer than twelve (12) hours to jobs lasting longer than ten (10) hours.
    b. Increased the fee from $2.00 per mile when the distance is greater than 20 miles from Carrier's base of operations to $3.00 per mile.

c. Increased the fee on Overnight Storage in a truck from $100.00 per truck per night to $250.00 per truck per night.

d. Change the following rates for Monday through Saturday:

| | **Old Rate Per Hour** | **New Rate Per Hour** | **Percentage Increase** |
|---|---|---|---|
| Two movers and One Truck | 150.00 | 165.00 | 9.0% |
| Each Additional crew of Two Movers and One Truck | 150.00 | 165.00 | 9.0% |
| Each Additional Mover | 75.00 | 82.50 | 10.0% |

6. That the proposed rates are higher than the range of rates currently charged by the industry for similar services.

7. That Staff expresses no concern since customers can request from other certificated carriers with lower rates.

8. That this is the first requested rate change since the Applicant was certified on January 6, 2021.

9. That based upon all the records relating to the Application and after investigation:

   a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.

   b. The proposed tariff modification will be consistent with the public interest and will not operate to defeat the legislative policy set forth in NRS 706.151.

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**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. Upon the Applicant reimbursing the Authority for the costs of noticing related to the Application, the tariff modification proposed by Warren's Moving LLC d/b/a Warren's Moving is hereby GRANTED.
2. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

**WARREN'S MOVING**

HOUSEHOLD GOODS TARIFF NO. 1

**Rule No.** **RATES AND CHARGES**

200 APPLICATION OF RATES

**Summary of Rates**

**Standard Hourly Rate (two movers, one 28' truck)..... $150.00 per hour**
**Each Additional Crew (two movers, one 28' truck)..... $150.00 per hour**
**Each Additional Mover (single mover) ..... $75.00 per hour**
**Overtime Rate ..... Rate increases by 50%**
**Mileage Fee (beginning at the 21st mile)..... $2.00 per mile per truck**
**Overnight Storage on Truck ..... $100.00 per truck per night**

1) The hourly rate charges will begin at the arrival time at the point of origin and continue throughout the load, drive to destination and unload and do not end until the truck is entirely unloaded of all customer cargo and is fully reassembled, including securing moving equipment and restacking furniture pads; this applies equally for any requested early termination of shipment.

2) A two hour minimum will apply to all moves. Once the two hour minimum has been satisfied, time will be charged in ¼ hour increments, being rounded up to the next ¼ hour when a new increment is exceeded by 5 minutes.

3) The standard hourly rate of $150 per hour includes labor performed by two drug tested, background checked movers, use of one 28' moving truck, also use of furniture pads, straps, dollies, carts and other moving equipment.

4) A trip fee of $2.00 per mile will apply to the drive from the carrier's base of operations to the point of origin when the distance is greater than 20 miles, charges beginning upon the 21st mile. Similarly, when the distance from the final destination to the carrier's base of operations is greater than 20 miles, the fee will be charged beginning upon the 21st mile. No trip fee will be charged for driving distance while the hourly rate is in effect.

Issued by:
Dixie Ardoin, Owner
WARREN'S MOVING
P.O. BOX 80090
Las Vegas, NV 89180

ACCEPTED
JAN 06 2021
Nevada Transportation Authority
Las Vegas, Nevada

Issued: 11/07/2020

**WARREN'S MOVING**

HOUSEHOLD GOODS TARIFF NO. 1

**Rule No.** **RATES AND CHARGES**

200 APPLICATION OF RATES (continued)

5) The price for storing customer cargo on a truck overnight shall be $100 per night per truck.

6) An overtime rate of 150% the hourly rate will apply for all jobs lasting longer than twelve (12) hours, beginning upon the start of the thirteenth (13th) hour of service.

7) In the event of additional time used due to conditions outside of the carrier's control, including additional stops, customer negligence, heavy traffic, highway obstructions, insufficient elevator service, insufficient vehicle access or parking, long carries or multiple disassemblies or reassemblies, the standard hourly rate will be charged for this time.

8) The rates charged by Warren's Moving are subject to regulation by the Nevada Transportation Authority.

Issued by:
Dixie Ardoin, Owner
WARREN'S MOVING
P.O. BOX 80090
Las Vegas, NV 89180

ACCEPTED
JAN 06 2021
Nevada Transportation Authority
Las Vegas, Nevada

Issued: 11/07/2020

**WARREN'S MOVING**

HOUSEHOLD GOODS TARIFF NO. 1

**Rule No.** **RATES AND CHARGES**

200 APPLICATION OF RATES

**Summary of Rates**

**Standard Hourly Rate (two movers, one 28' truck)..... $165.00 per hour**
**Each Additional Crew (two movers, one 28' truck)..... $165.00 per hour**
**Each Additional Mover (single mover) ..... $82.50 per hour**
**Overtime Rate (after 10 hours)..... Rate increases by 50%**
**Mileage Fee (beginning at the 21st mile)..... $3.00 per mile per truck**
**Overnight Storage on Truck ..... $250.00 per truck per night**

1) The hourly rate charges will begin at the arrival time at the point of origin and continue throughout the load, drive to destination and unload and do not end until the truck is entirely unloaded of all customer cargo and is fully reassembled, including securing moving equipment and restacking furniture pads; this applies equally for any requested early termination of shipment.

2) A two hour minimum will apply to all moves. Once the two hour minimum has been satisfied, time will be charged in ¼ hour increments, being rounded up to the next ¼ hour when a new increment is exceeded by 5 minutes.

3) The standard hourly rate of $165 per hour includes labor performed by two drug tested, background checked movers, use of one 28' moving truck, also use of furniture pads, straps, dollies, carts and other moving equipment.

4) A trip fee of $3.00 per mile will apply to the drive from the carrier's base of operations to the point of origin when the distance is greater than 20 miles, charges beginning upon the 21st mile. Similarly, when the distance from the final destination to the carrier's base of operations is greater than 20 miles, the fee will be charged beginning upon the 21st mile. No trip fee will be charged for driving distance while the hourly rate is in effect.

Issued by:
Dixie Ardoin, Owner
WARREN'S MOVING
P.O. BOX 80090
Las Vegas, NV 89180

ACCEPTED
INTERIM
JAN 25 2021
21-01015 Docket
Nevada Transportation Authority
Las Vegas, Nevada

Issued: 1/15/2021

**WARREN'S MOVING**

HOUSEHOLD GOODS TARIFF NO. 1

**Rule No.** **RATES AND CHARGES**

200 APPLICATION OF RATES (continued)

5) The price for storing customer cargo on a truck overnight shall be $250 per night per truck.

6) An overtime rate of 150% the hourly rate will apply for all jobs lasting longer than ten (10) hours, beginning upon the start of the eleventh ($11^{th}$) hour of service.

7) In the event of additional time used due to conditions outside of the carrier's control, including additional stops, customer negligence, heavy traffic, highway obstructions, insufficient elevator service, insufficient vehicle access or parking, long carries or multiple disassemblies or reassemblies, the standard hourly rate will be charged for this time.

8) The rates charged by Warren's Moving are subject to regulation by the Nevada Transportation Authority.

Issued by:
Dixie Ardoin, Owner
WARREN'S MOVING
P.O. BOX 80090
Las Vegas, NV 89180

ACCEPTED
INTERIM
JAN 25 2021
21-01015 DOCKET
Nevada Transportation Authority
Las Vegas, Nevada

Issued: 1/15/2021

# Agenda Item# 68

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: The Application of Reno Medical Transport, LLC for authority to modify tariff rates pursuant to NAC 706.1384. | ) ) ) ) | Docket 20-01019 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

Based on the evidence of record, the Nevada Transportation Authority ("Authority") makes the following findings:

1. That an Application was filed with the Authority by Reno Medical Transport LLC, a carrier certificated to provide non-emergency medical transportation service as described in Certificate of Public Convenience and Necessity ("CPCN") 1143, for authority to modify tariff rates pursuant to NAC 706.1384.
2. That the carrier simultaneously filed a Petition for Interim Authority.
3. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.
4. That on January 25, 2021, Commissioner David Newton, acting as Presiding Officer in this matter, granted the Petition for Interim Authority.
5. That the Applicant seeks to add a fee of $35.00 per trip, to cover the costs associated with providing COVID–19 related supplies and the costs of cleaning their vehicles in complying with the CDC Guidelines as required by the State of Nevada
6. That the proposed tariff rate is considerably higher than the range of rates currently charged by the

industry for similar services since the rates are COVID-19 related. This proposed rate was compared to Las Vegas rates since there are no other non-emergency medical carriers in the Reno area.

7. That these rates are actually unique since they are for the transportation of a passenger who is confirmed or presumptive positive for COVID-19 and are intended to cover the cost of the PPE (personal protective equipment) for crews, surgical masks for patients, and the fogging of the units.
8. That the Applicant's last tariff modification was in December 2020.
9. That based upon all the records relating to the Application and after investigation:
    a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
    b. The proposed tariff modification will be consistent with the public interest and will not operate to defeat the legislative policy set forth in NRS 706.151.

**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. The tariff modification proposed by Reno Medical Transport, LLC is hereby GRANTED.

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2. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

CPCN 1143

RENO MEDICAL TRANSPORT, LLC
DBA
GMTCARE

COVID-19
SAFETY PROTOCOL

**At all times commercial transportation carriers are required to ensure the safety of their passengers. In response to COVID-19, RENO MEDICAL TRANSPORT has taken extra steps to ensure the protection and safety of our drives and passengers. These steps are based on CDC guidelines for commercial motor carriers, in conjunction with Nevada OSHA guidance and recommendations for best practices published by the Nevada Transportation Authority. In order to provide these extra safety measures a COVID-19 Safety Fee will be imposed ONLY ON COVID-19 POSITIVE trips.**

**(1) $35.00 per trip for all zones**

ACCEPTED
Interim
JAN 25 2021
21-01019
Nevada Transportation Authority
Las Vegas, Nevada

ISSUED:

EFFECTIVE:

ISSUED BY:
RENO MEDICAL TRANSPORT, LLC
770 Smithridge Dr., Suite 600
Reno, NV 89502

# Agenda Item# 69

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: The Application of GMTCARE, LLC for authority to modify tariff rates pursuant to NAC 706.1384. | ) ) ) ) | Docket 21-01020 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

Based on the evidence of record, the Nevada Transportation Authority ("Authority") makes the following findings:

1. That an Application was filed with the Authority by GMTCARE, LLC, a carrier certificated to provide non-emergency medical transportation service as described in Certificate of Public Convenience and Necessity ("CPCN") 1115, Sub 2, for authority to modify tariff rates pursuant to NAC 706.1384.
2. That the carrier simultaneously filed a Petition for Interim Authority.
3. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.
4. That on January 25, 2021, Commissioner David Newton, acting as Presiding Officer in this matter, granted the Petition for Interim Authority.
5. That the Applicant seeks to add a fee of $35.00 per trip, to cover the costs associated with providing COVID–19 related supplies and the costs of cleaning their vehicles in complying with the CDC Guidelines as required by the State of Nevada
6. That the proposed tariff rate is considerably higher than the range of rates currently requested by the industry for similar services since the rates are COVID-19 related.

7. That these rates are actually unique since they are for the transportation of a passenger who is confirmed or presumptive positive for COVID-19 and are intended to cover the cost of the PPE (personal protective equipment) for crews, surgical masks for patients, and the fogging of the units.
8. That the Applicant has not requested a rate increase since July 2020, which were also rate increases due to COVID-19.
9. That based upon all the records relating to the Application and after investigation:
    a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
    b. The proposed tariff modification will be consistent with the public interest and will not operate to defeat the legislative policy set forth in NRS 706.151.

**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. The tariff modification proposed by GMTCARE, LLC is hereby GRANTED.
2. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

CPCN 1115

GMTCARE, LLC

COVID-19
SAFETY PROTOCOL

**At all times commercial transportation carriers are required to ensure the safety of their passengers. In response to COVID-19, GMT has taken extra steps to ensure the protection and safety of our drives and passengers. These steps are based on CDC guidelines for commercial motor carriers, in conjunction with Nevada OSHA guidance and recommendations for best practices published by the Nevada Transportation Authority. In order to provide these extra safety measures a COVID-19 Safety Fee will be imposed ONLY ON COVID-19 POSITIVE trips.**

**(1) $35.00 per trip for all zones**

ACCEPTED
Interim
JAN 25 2021
21-01020
Nevada Transportation Authority
Las Vegas, Nevada

ISSUED:

EFFECTIVE:

ISSUED BY:
GMTCARE, LLC
3645 W. Oquendo Rd, Suite 400
Las Vegas, NV 89118

# Agenda Item# 70

# Agenda Item# 71

STEVE SISOLAK
*Governor*

STATE OF NEVADA

TERRY REYNOLDS
*Director B&I*

DAWN GIBBONS
*Chairman*
GEORGE ASSAD
*Commissioner*
DAVID NEWTON
*Commissioner*

DEPARTMENT OF BUSINESS AND INDUSTRY

**NEVADA TRANSPORTATION AUTHORITY**

# WebEx and Teleconferencing Instructions

This meeting can be accessed via the video conference link or teleconference number below.

**Please note your device must have microphone capabilities in order to participate in the web conference.**

**Video Conference Link Instructions for Agenda Meeting on March 4, 2021**:
Open a browser on your computer and type in the following URL:
https://businessnv2.webex.com
At the Join A Meeting screen, enter the following in the grey area labeled Enter meeting information: **187 173 5637**
The next screen will ask for a password. Type in the following: **PFmVfhXM527**
If your device does not have the Cisco Application (App) WebEx Meeting installed, you will be prompted to download the App at this time. If so, download the app and follow the instructions. You may be asked to provide your name and email address.

**Teleconference Call Instructions:**
On your cell phone or desk phone dial the following toll-free number**:**
**1-844-621-3956**
Next you will be asked for an access code or meeting number. Punch in the following: **187 173 5637**
At the next prompt push the # sign to be placed in the meeting.

Below are the instructions for use throughout the meeting.

1. Keep your phone or microphone muted until called upon by the coordinator.

2. If joining by phone, you will mute and unmute yourself by pressing star six **(*6)** and you will state the following information:
    a. Your first and last name.
    b. The name of your company, if applicable.
    c. Your item number on the agenda.

3. For all comments, please do the following to let us know you wish to speak:

    a. By web, raise your hand in the participant box.
    b. By phone, press star three **(*3)**.
    c. Wait to be recognized by the coordinator before unmuting your phone/mic to speak.
    d. State your name as you begin your comments for the record.

# Agenda Item# 73

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In re Citation 21394 issued to Carson City Towing for a violation of NRS 706.4479 | ) ) ) | Citation No. 21394 |

At a general session of the Nevada Transportation Authority held on November 19, 2020.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

On September 24, 2020, a hearing on the above-captioned matter was held before Commissioner George Assad, serving in his capacity as Hearing Officer for the Nevada Transportation Authority ("Authority") or ("NTA"). The cited party, Chris Holland of Carson City Towing, ("Respondent") or ("Carson City Towing") was present via Webex and was represented by counsel Justin Townsend.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Revised Statute ("NRS") 706.4479, prepared a proposed decision for review by the Authority.

Based on that proposed decision, the Authority makes the following Findings of Fact and Conclusions of Law, which constitute a final order affirming the decision of the Hearing Officer. Any Finding of Fact that would be better deemed a Conclusion of Law or vice versa shall be so construed. Under NRS 706.151, the Authority has legal jurisdiction and authority over this matter.

## FINDINGS OF FACT

The Authority finds that there is substantial evidence in the record delivered by the Hearing Officer, which contains the legal evidence presented at the hearing, to establish each of the facts hereinafter set forth in these Findings of Facts.

1. That on February 10, 2020, Eric Chapa ("Complainant") filed a complaint with the NTA alleging that the Respondent failed to notify him regarding his impounded vehicle within the specified time frame pursuant to NRS 706.4479. As a result, the Respondent over charged the Complainant $3,075.00 to release his vehicle.
2. That on September 25, 2020, Sparks Police Department was requested a tow a 2009 Chevrolet Silverado bearing California plates in which Carson City Towing responded.
3. NTA Investigator William Schilling ("Schilling") testified that he contacted the California DMV and confirmed that Carson City Towing requested IN70 DMV records on November 18, 2019. DMV processed the request and sent the records to Carson City Towing on December 2, 2019.
4. NRS 706.4479 requires a tow operator to attempt to obtain both registered and legal owner information within 15 days after placing a vehicle in storage.
5. According to the Sparks Police Department Inventory Report, the Complainant's vehicle was towed and placed into storage on September 25, 2019.
6. The Respondent requested vehicle information on November 18, 2020, which was 54 days from the date the vehicle was towed.
7. Pursuant to NRS 706.4479 (1)(b) the tow operator shall make every reasonable attempt and use all resources reasonably necessary, as evidenced by written documentation, to obtain the identity of the owner within 15 days after placing the vehicle in storage.

8. The records indicate that Carson City Towing charged the Complainant for 90 days of storage at a rate of $41.00 per day, totaling $3,690.00. Carson City Towing did not meet the requirements of NRS 706.4479, which outlines the "duties of operator if motor vehicle is towed at the request of a person other than the owner."
9. The total charge for the tow was $3,690.00, but Carson City Towing was only allowed to charge for 15 days of storage resulting in an overage of $3,075.00.
10. Schilling issued citation # 21394 to Respondent for one violation of NRS 706.4479.
11. Respondent testified that he sent the request to the DMV on October 24, 2019 but was not received until November 18, 2019. Respondent claims his request sat on someone's desk at the DMV during the time stated above until it was processed. Respondent was not able to provide any evidence to substantiate his allegations. Additionally, Respondent argues that he has never been cited for such violation during 12 years as owner of Carson City Towing.
12. The State argued that the Investigative Report, State's Exhibit 1, and the testimony established a clear violation of NRS 706.4479.

## CONCLUSIONS OF LAW

Based on the testimony of Investigator Schilling, the Authority concludes that Respondent violated NRS 706.4479.

## DISCUSSION

Authority Staff requested that Respondent be ordered to pay restitution in the amount of $3,075.00 to the Complainant for excess tow and impound charges. No fine was recommended.

The Hearing Officer, having fully considered the above-mentioned Findings of Fact and Conclusions of Law recommended to the Authority:

1. That the Respondent did not act within the 15 days to send a notice to the DMV.

2. That a finding of one violation of NRS 706.4479 be entered.
3. That the recommendation by authority staff for restitution in the amount of $3,075 be adopted.

ORDER

**IT IS THEREFORE ORDERED, based on the foregoing Findings of Fact and Conclusions of Law:**

1. That the recommendation of the Hearing Officer with regard to the violation of NRS 706.4479 as contained in Citation 21394 is hereby AFFIRMED;
2. That $3,075.00 in restitution be refunded to the Complainant, and no fine imposed.
3. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

DEPT. OF BUSINESS & INDUSTRY NEVADA TRANSPORTATION AUTHORITY STATE OF NEVADA

By the Authority,

Dawn Gibbons

Dawn Gibbons, Chairman

George Assad, Commissioner

David Newton, Commissioner

Attest: Jennifer De Rose

Jennifer De Rose Deputy Commissioner

Dated: 12/4/20

Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

**BEFORE THE NEVADA TRANSPORTATION AUTHORITY**

In re Citation 21394 issued to Carson City Towing for violations of NRS 706.4479.

**Citation No. 21394**

20-12023

RECEIVED
DEC 21 2020
Nevada Transportation Authority
Reno, Nevada

/

**PETITION FOR RECONSIDERATION**

CARSON CITY TOWING, INC ("Carson"), by and through its attorneys, ALLISON MacKENZIE, LTD., hereby submits to the Nevada Transportation Authority (the "Authority"), pursuant to NRS 233B.130, this Petition for Reconsideration of the Authority's Order issued December 4, 2020 ("Order") in the above-captioned docket.

**A. LEGAL AUTHORITY**

NRS 233B.130(4) provides a petition for reconsideration must be filed within 15 days of the date of service of the final decision. The Order was dated December 4, 2020. NRCP 6(a)(1)(C) provides if a filing deadline falls on a weekend, the deadline is moved to the following business day. Thus, if the date of the Order is the basis for determining the filing deadline, the deadline is Monday, December 21, 2020. The Order, at the bottom of page 4, contains a notice that a petition for reconsideration, pursuant to NRS 233B.130, "must be filed with the Authority within 15 days after the date the party received this Order." The Order was received on December 7, 2020. Thus, if the date of receipt is the basis for determining the deadline, the deadline is December 22, 2020.

**B. BACKGROUND**

On September 25, 2019, Carson was dispatched by the Sparks Police Department to impound a 2009 Chevrolet Silverado with California plates. Carson impounded the vehicle on September 25, 2019. Carson requested vehicle ownership records from the Nevada Department of Motor Vehicles on October 4, 2019 and received word that same day that there were no records related to the vehicle in Nevada. In response, Carson immediately sent a request to the California Department of Motor Vehicles (the "California DMV") for information. The California DMV is notoriously slow to process such requests, and Carson presented evidence of several slow responses it has received from the California DMV in other matters. In this instance, the record shows the request was received-stamped

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Telephone: (775) 687-0202 Fax: (775) 882-7918
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by the California DMV on November 18, 2019 and processed on December 2, 2019. The response was received in late December 2019.[1]

The California DMV records listed the registered owner as Marks Seantini and the legal owner as Sol Acceptance, a low income vehicle financing operation that held a lien on Mr. Seantini's vehicle. Certified notice was mailed to Sol Acceptance and Marks Seantini on January 8, 2020.

On January 21, 2020, a representative of Sol Acceptance retrieved the vehicle from Carson's yard and paid the outstanding storage charges. On retrieval of the vehicle and payment of the outstanding charges, Sol Acceptance presented Carson with a Hold Harmless agreement on Sol Acceptance letterhead, which provided, in pertinent part:

> Blackfish Capital[2] agrees to indemnify you and your representatives and hold you harmless from and against any and all claims, damages, and losses. And actions resulting from or arising out of the release and repossession of the above stated vehicle by its authorized representative.

On or about February 5, 2020, Sol Acceptance filed a complaint with the Authority alleging a violation of NRS 706.4479. In defense of the complaint, Carson presented testimony and corroborating evidence regarding the slow processing times experienced with the California DMV. Carson also presented the Sol Acceptance Hold Harmless agreement. At the hearing, Authority staff counsel requested and the hearing officer agreed, after concluding Carson had violated NRS 706.4479, that the Hold Harmless agreement meant restitution was not warranted, but ordered instead that the amount allegedly charged in violation of NRS 706.4479 would be 'disgorged' from Carson and deposited with the Authority. The Order, however, mandates restitution and makes no reference to the Hold Harmless agreement.

## C. ARGUMENT

NRS 706.4479 provides in pertinent part:

> 1. If a motor vehicle is towed at the request of someone other than the owner, or authorized agent of the owner, of the motor vehicle, the operator

[1] Carson does not have records of mailing the California DMV request on October 4, 2019 or the exact date on which the records were returned from the California DMV, but these extended timeframes are consistent with Carson's experience with California. Carson has never been found in violation of NRS 706.4479, but this experience has caused Carson to implement some changes to its recordkeeping to ensure it can provide more than witness testimony in support of its claims in the future.

[2] Blackfish Capital and Sol Acceptance are two sister entities operating the same business out of the same business location.

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of the tow car shall, in addition to the requirements set forth in the provisions of chapter 108 of NRS:

a. Notify the registered and legal owner of the motor vehicle not later than 21 days after placing the motor vehicle in storage if the motor vehicle was towed at the request of a law enforcement officer following a crash involving the motor vehicle or not later than 15 days after placing any other vehicle in storage:

(1) Of the location where the motor vehicle is being stored;

(2) Whether the storage is inside a locked building, in a secured, fenced area or in an unsecured, open area;

(3) Of the charge for towing and storage;

(4) Of the date and time the vehicle was placed in storage;

(5) Of the actions that the registered and legal owner of the vehicle may take to recover the vehicle while incurring the lowest possible liability in accrued assessments, fees, penalties or other charges; and

(6) Of the opportunity to rebut the presumptions set forth in NRS 487.220 and 706.4477.

b. If the identity of the registered and legal owner is not known or readily available, make every reasonable attempt and use all resources reasonably necessary, as evidenced by written documentation, to obtain the identity of the owner and any other necessary information from the agency charged with the registration of the motor vehicle in this State or any other state within:

(1) Twenty-one days after placing the motor vehicle in storage if the motor vehicle was towed at the request of a law enforcement officer following a crash involving the motor vehicle; or

(2) Fifteen days after placing any other motor vehicle in storage.

The operator shall attempt to notify the owner of the vehicle by certified mail as soon as possible, but in no case later than 15 days after identification of the owner is obtained for any motor vehicle.

The tow in question here was a law enforcement tow but not one that involved a motor vehicle crash. Thus, Carson had 15 days within which to request the identity of the "registered and legal owner" of the vehicle from the California DMV." Carson then had up to an additional 15 days within which to send the certified notice to all owners listed in the DMV records upon receipt thereof.

The tow occurred on September 25, 2019 and Carson requested the ownership records from the California DMV on October 4, 2019, nine days later. The records were received in late December 2019 and the certified notice to the owners on January 8, 2020, within the required 15 day timeframe.

The Authority places the burden on Carson to prove that its records request languished at the California DMV for a couple months, but presented no evidence itself to rebut the claim. Carson presented, at the hearing, four examples from other tows of California vehicles in which the California DMV was delayed by six weeks or more and suggested that the additional time in this instance was

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related to the intervening Thanksgiving and Christmas holidays. Again, the Authority presented no evidence to rebut the testimony or documentary evidence presented by Carson.

Most importantly, however, Sol Acceptance waived any right it had to assert a claim of any kind against Carson. Carson presented an argument that Sol Acceptance waived any right it might have had to file a complaint and a demand for restitution against Carson. The hearing officer accepted this argument and, in finding that Carson had violated NRS 706.4479, verbally ordered 'disgorgement' of the collected charges rather than restitution. It is unclear why the Order says nothing of disgorgement or the Hold Harmless agreement. Regardless, Carson was unable to locate any legal authority to support a disgorgement order, but there is no doubt the Hold Harmless agreement prevents the Authority from awarding anything to Sol Acceptance, even if the finding of a violation is upheld.

**D. CONCLUSION**

For the reasons set forth herein, Carson respectfully requests reconsideration of the Authority's Order, which contains a finding that Carson violated NRS 706.4479 and that Carson must pay restitution, despite the Hold Harmless.

DATED this 21st day of December, 2020.

ALLISON MacKENZIE, LTD.

By _____

JUSTIN M. TOWNSEND, SBN 12293
402 North Division Street
Carson City, Nevada 89703
Telephone: (775) 687-0202
Email: jtownsend@allisonmackenzie.com

Attorneys for CARSON CITY TOWING, INC.

ALLISON MacKENZIE, LTD.
402 North Division Street, P.O. Box 646, Carson City, NV 89702
Telephone: (775) 687-0202 Fax: (775) 882-7918
E-Mail Address: law@allisonmackenzie.com

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of ALLISON MacKENZIE, LTD., and that on this day I served a copy of the foregoing document, by electronic transmission, on the following:

Staff Counsel
Louis Csoka, Esq.
**Nevada Transportation Authority**
3300 W. Sahara Avenue, #200
Las Vegas, NV 89102

Louis Csoka, Esq.
555 East Washington Avenue, Suite 3900
Las Vegas, NV 89101

DATED this 21st day of December, 2020.

NANCY FONTENOT

4815-2917-8325, v. 1

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# 20-12023-B Petition for Reconsideration (PFR) Debt Summary Review

**Citation 21394 Debt Summary:**

- The is no fine was imposed for Citation 21394 therefore no outstanding debt to the NTA. However, the respondent was ordered to refund the complainant $3,075.00 in restitution.

**BEFORE THE NEVADA TRANSPORTATION AUTHORITY**

In re Citation 21394 issued to Carson City Towing for violations of NRS 706.4479.

**Citation No. 21394**

20-12023

RECEIVED
DEC 21 2020
Nevada Transportation Authority
Reno, Nevada

/

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**D. CONCLUSION**

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DATED this 21st day of December, 2020.

ALLISON MacKENZIE, LTD.

By _____

JUSTIN M. TOWNSEND, SBN 12293
402 North Division Street
Carson City, Nevada 89703
Telephone: (775) 687-0202
Email: jtownsend@allisonmackenzie.com

Attorneys for CARSON CITY TOWING, INC.

ALLISON MacKENZIE, LTD.
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Telephone: (775) 687-0202 Fax: (775) 882-7918
E-Mail Address: law@allisonmackenzie.com

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of ALLISON MacKENZIE, LTD., and that on this day I served a copy of the foregoing document, by electronic transmission, on the following:

Staff Counsel
Louis Csoka, Esq.
**Nevada Transportation Authority**
3300 W. Sahara Avenue, #200
Las Vegas, NV 89102

Louis Csoka, Esq.
555 East Washington Avenue, Suite 3900
Las Vegas, NV 89101

DATED this 21st day of December, 2020.

NANCY FONTENOT

4815-2917-8325, v. 1

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E-Mail Address: law@allisonmackenzie.com

# ADMINISTRATIVE CITATION AND VERIFIED COMPLAINT

**ISSUED PURSUANT TO NRS 706.771**

No. 21394

STATE OF NEVADA

County of WASHOE City of SPARKS

Time 130 P.M. Day of Week THURS Date 3 (Month) 12 (Day), 20 20

Location 955 GLENDALE AVE

Name (Last) (First) (Middle)

Residence Address (Street)

(City) (State) (Zip)

Operator License No. State

D.O.B. (Mo. Day Yr.) (Sex) (Ht.) (Wt.) (Hair) (Eyes)

Company Name CARSON CITY TOWING MV/CPCN 7036

Company Address 955 GLENDALE AVE (Street)

SPARKS (City) NV (State) 89431 (Zip)

Vehicle (Year) (Make) (Body) (Color)

Vehicle License (Number) (State) (Year)

**Respondent** CARSON CITY TOWING

**DID THEN AND THERE COMMIT THE FOLLOWING OFFENSES/INFRACTIONS:**

| | | |
|---|---|---|
| 1. Violation DUTIES OF OPERATOR | (NRS) / NAC 706.4479 | ☐ CFR ☐ Other |
| To wit: FAILED TO ATTEMPT TO OBTAIN LEGAL OWNER W/IN 15 DAYS AFTER PLACING INTO STORAGE | | |
| 2. Violation | NRS / NAC | ☐ CFR ☐ Other |
| To wit: | | |

I certify (or declare) under penalty of perjury under the laws of the State of Nevada that I have grounds / probable cause to believe and do believe that above named respondent committed the above infraction(s) and or violation(s) contrary to law.

| Officer / Complainant's Name | Officer / Complainant's Signature | P No. | Date |
|---|---|---|---|
| SCHILLING | W. L. D. | 3036 | 3/12/20 |

The potential fine for each of the above violations is up to $10,000. You are hereby notified to appear before the Nevada Transportation Authority at:

☐ **3300 W. Sahara Ave., Suite 200, Las Vegas, Nevada 89102**

☒ **1755 E. Plumb Lane, Suite ~~216~~ 229, Reno, Nevada 89502**

on MARCH (Month) 26 (Day), 20 20, at 930 (am) / pm

Signature Briana Dodge

**I promise to appear at the time and place indicated.**

Carefully review the explanation of rights, responsibility to appear, the consequences of failing to appear and notice of hearing set forth on the reverse side of this citation. ***Signing of this citation constitutes a promise to appear in this matter and is an acknowledgement that you have been advised to carefully review the information contained on the reverse side of this citation. Signing does not constitute an admission of guilt or culpability.***

***Please read back of citation carefully →→***

**WHITE—Complaint; GREEN—Notice to Appear**

(NSPO Rev. 3-17) (O) 2803

04/29/20 ih

STEVE SISOLAK
*Governor*

STATE OF NEVADA

TERRY REYNOLDS
*Director B&I*

DAWN GIBBONS
*Chairman*
GEORGE ASSAD
*Commissioner*
DAVID NEWTON
*Commissioner*

DEPARTMENT OF BUSINESS AND INDUSTRY

# NEVADA TRANSPORTATION AUTHORITY

CARSON CITY TOWING
955 GLENDALE AVE
SPARKS NV 89431

JUSTIN TOWNSEND
ALLISON MACKENZIE, LTD
PO BOX 646
CARSON CITY NV 89702

SUBJECT: **ORDER OF THE AUTHORITY**

Dear CARSON CITY TOWING:

No fine was assessed by the State of Nevada Transportation Authority (NTA) for Citation number 21394. However, the complainant is to be refunded $3,075.00 in restitution and no fine is imposed pursuant to the conditions set forth in the Order of the Authority. Order is attached.

Sincerely,

Jennifer DeRose, Deputy Commissioner

Dated: 12/4/20
Las Vegas, Nevada

Enclosure

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re Administrative Citation Number 21394 )
)
issued to Carson City Towing )

[redacted] **CONTINUANCE REQUEST AND ORDER**

## REQUEST

Date: August 13, 2020

At the (circle one) Respondent's/Staff's request, the parties to the above-captioned Citation hereby stipulate to a continuance of the matter.

- Matter is currently set for hearing on August 13, 2020 at 1:30 pm.
- Requesting a 14-day continuance.
- Reason for request Respondent unavailable.
- Matter rescheduled to August 27, 2020 at 8:30 a.m. and Respondent waives further notice of hearing reschedule date.

See Email Attached
Respondent Signature

Deputy AG Signature

Respondent Printed Name

Louis Csoka
Deputy AG Printed Name

Respondent Address: _____

_____

Telephone number: _____

## ORDER

Continuance GRANTED / DENIED.

_____
Hearing Officer

Dated this _____ day of _____, 2020 Reno, Nevada.

## Jennifer Hill

**From:** Louis V. Csoka <LCsoka@ag.nv.gov>
**Sent:** Thursday, August 6, 2020 9:35 AM
**To:** Jennifer Hill
**Subject:** Fw: Citations 21420 & 21394

Dear Jennifer, Could we continue his Citations out, as he requests below? Thank you very much. Louis

---

**From:** Justin Townsend <jtownsend@allisonmackenzie.com>
**Sent:** Thursday, August 6, 2020 9:20 AM
**To:** Louis V. Csoka
**Subject:** [] RE: Citations 21420 & 21394

Louis,
I want to circle back on these two citations, which were originally set for hearings right as the Covid-19 pandemic disrupted everything. My client today received a notice of hearing regarding Citation 21420, but we haven't yet seen anything on Citation 21394. These citations were issued to two separate tow companies (Capitol Towing and Carson City Towing), but both companies are owned by the same person and both citations deal with the same issues. So, I am hopeful we can set them together. I am even more hopeful we can resolve these citations without a hearing!!

The notice of hearing for 21420 gives next Thursday, August 13 as the hearing date. I am tied up that day, so I would need a continuance anyways. I can do the 20th or 27th and, again, I'd ask that Citation 21394 be set for the same date as 21420, if possible.

Regarding the alleged violations, respectfully, I request that these citations be withdrawn or dismissed as no violation has occurred. I offer the following analysis in support of this request:

Both of these citations were issued for alleged violations of NRS 706.4479, which provides, in pertinent part, "if a motor vehicle is towed at the request of someone other than the owner...the operator of the tow car shall...notify the **registered and legal owner** of the motor vehicle by certified mail...not later than 15 days after placing any other vehicle in storage" of certain information about the location of the vehicle and how to retrieve it from storage. NRS 706.4479(1)(a). (emphasis added). In order to determine every registered and legal owner of a vehicle, it is necessary to obtain records from the DMV. NRS 706.7749(1)(b) provides, in pertinent part, "if the identity of the registered and legal owner is not known or readily available" the tow car operator must "make every reasonable attempt" to obtain that information from the DMV within 15 days after placing the vehicle in storage. NRS 706.4479(1)(b) goes on to provide that the "operator shall attempt to notify the owner of the vehicle by certified mail as soon as possible, but in no case later than 15 days after identification of the owner is obtained for any motor vehicle."

Carson City Towing and Capitol Towing follow the foregoing mandates in every respect and they did so in the incidents in question. They perform law enforcement tows frequently, but this is just one aspect of their tow operations. For several reasons, it is entirely impractical to request records from the DMV immediately upon storage of any law enforcement tow. The statute clearly allows them up to 15 days to do so. Rather than send individual requests to the DMV, they will send a batch of requests for all vehicles towed within the prior 15 days. In fact, this is how the DMV prefers they act. The DMV has assigned just 2 of its employees to handle tow operator requests for owner information in Carson City and appreciates handling the requests in bulk rather than on an individual basis. Non-law enforcement tows require physical inspection by the DMV and those vehicles are typically included in a batch request to the DMV with the law enforcement tows and the DMV handles all of them at the same time rather than making a trip to an operator's tow yard for each vehicle separately.

The tow operators are required to obtain both registered and legal ownership information. Legal owners may be banks or other lienholders. In many cases, there are title loan companies with liens on vehicles towed at the direction of law enforcement. Tow operators are required to notify all registered and legal owners and complete legal ownership records can only be provided by the DMV, as provided in NRS 706.4479(1)(b). Once a request for ownership information is submitted to the DMV, the tow operator is at the mercy of the DMV as to the timing of its response. Once a response from the DMV is received, the tow operator is required to notify all owners as soon as possible but in no case later than 15 days after such receipt.

Respectfully, it is not the NTA's purview to dictate how a tow operator runs its business, only to ensure compliance with applicable laws and regulations. Again, law enforcement tows are but one part of my client's business. It is not my client's practice to wait the entire allowable 15 days to send the required certified notice, but to send certified notices related to several vehicles all at once on one day within the allowable 15 day period. My client is running a business, not a charity. Efficiency and economics dictate that its employees handle multiple tasks. Preparing and sending certified notices is a task that is assigned to one employee who has a multitude of other tasks. She does the notices routinely, but not every day. My client is careful to provide the notices within the required timeframes.

As an aside, in most cases, vehicle owners know their vehicles have been towed by law enforcement and make arrangements with the tow operator immediately without the tow operator even providing notice. It would be both impractical and wasteful to ensure that notices go out immediately (i.e., within a day or two) because most owners retrieve their vehicles within the first few days of storage. For instance, a person arrested for DUI might be held in jail for up to a few days, knows his/her car has been towed, and retrieves the vehicle upon his/her release from jail. This is the reason the statute allows time to obtain ownership information and to provide notices to owners.

Regarding Citation 21420, Capitol Towing was dispatched by Carson City Sheriff on January 2, 2020 to tow a 2004 GMC Yukon because the driver was arrested. The driver was not the owner of the vehicle. Capitol Towing sent the DMV request on January 15, 2020, within the allowable 15 day timeframe. The vehicle's owner (the sister of the arrested driver) retrieved the vehicle on January 29, 2020, again before 15 days could have elapsed from the time in which the DMV would have provided the ownership records. Indeed, certified letters to all owners were scheduled to go out on January 30, 2020. Moreover, the registered owner did, in fact, know her vehicle was in storage at Capitol Towing several days before she retrieved it. She called Capitol Towing multiple times in the days before she retrieved the vehicle. She was upset about the tow charges but indicated to Capitol Towing that she was going to make her brother pay them. When that apparently didn't happen, she came in and retrieved her vehicle and then complained to the NTA about the timing. Her complaint is disingenuous. But, Capitol Towing also did nothing wrong under the statutes. It did what it was required to within the timeframes allowed by NRS 706.4479 and no citation should have been issued.

Regarding Citation 21394, Carson City Towing was dispatched by Sparks Police Department on September 25, 2019 to impound a 2009 Chevrolet Silverado with California plates. Carson City Towing sent ownership records request to both Nevada DMV and California DMV on October 4, 2019, within the allowable 15 day timeframe. Nevada DMV responded that it had no records for the vehicle. California DMV did not provide ownership records until the end of December 2019. A lienholder, Sol Acceptance, who advertises itself an independent auto financing company, was listed as the legal owner of the vehicle with Mark Seantini as the registered owner. Certified notice went to Sol Acceptance and the vehicle's registered owner on January 8, 2020, within the allowable 15 days. Sol Acceptance retrieved the vehicle on January 21, 2020. Carson City Towing is entitled under its tariff to collect $41 per day for storage fees. Carson City Towing is not responsible for the California DMV's delays in providing ownership records. Carson City Towing provided notice to Sol Acceptance within 15 days of learning of its ownership interest. Therefore, there is no violation. Sol Acceptance's recourse is with its customer, not Carson City Towing. No citation should have been issued to Carson City Towing.

Louis – I am at your disposal to discuss these matters further. Please feel free to reach out by email or telephone at your convenience. Should you feel a hearing is necessary on these citations, please let me know a date and time that we can schedule both of these to occur together or back to back, if necessary.

Thank you for your consideration.

Best regards,

***Due to the Governor's mandated steps to protect against the spread of the Coronavirus (Covid-19), our office is currently open by appointment only. Additionally, all visitors are required to wear a face covering over their nose and mouth when inside the building. Please call 775-687-0202 to schedule an appointment. Thank you.***

Justin Townsend, Esq.
Allison MacKenzie, Ltd.
402 N. Division Street
P.O. Box 646
Carson City, NV 89702
(775) 687-0202 telephone
(775) 882-7918 fax
email: jtownsend@allisonmackenzie.com

ALLISON MACKENZIE

**From:** Justin Townsend
**Sent:** Thursday, March 12, 2020 3:40 PM
**To:** Louis V. Csoka <LCsoka@ag.nv.gov>
**Subject:** Citations 21420 & 21394

Louis,
I represent Carson City Towing and Capitol Towing, which are related tow companies (same ownership). Each of these entities has recently received a citation based on NRS 706.4479. 21394 was set for 3/26 and 21420 was set for 3/19. Could we set those together for 3/26? I'm gathering information from my client and will reach out with a proposal or argument in advance of 3/26, possibly even by tomorrow.

Please let me know.

As always, thanks for your consideration.

Justin Townsend, Esq.
Allison MacKenzie, Ltd.
402 N. Division Street
P.O. Box 646
Carson City, NV 89702
(775) 687-0202 telephone
(775) 882-7918 fax
email: jtownsend@allisonmackenzie.com

ALLISON MACKENZIE

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# NEVADA TRANSPORTATION AUTHORITY

## WebEx and Teleconferencing Instructions

Pursuant to Governor Sisolak's Declaration of Emergency Directive 006 (March 22, 2020), the requirement contained in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate is suspended in order to mitigate the possible exposure or transmission of COVID-19 (Coronavirus). Accordingly, this hearing/meeting can be accessed via the video conference link or teleconference number below.

**Video Conference Link Instructions:**

***(Please note your device must have microphone capabilities in order to participate in the web conference)***

1. Open a browser on your computer and type in the following URL: https://businessnv2.webex.com
2. At the Join A Meeting screen, enter the following in the grey area labeled Enter meeting information: **146 652 1264**
3. The next screen will ask for a password. Type in the following: **77yAANK5KFA**
4. You may be prompted to download the Cisco Web App at this time. If so, download the app and follow the instructions. You may be asked to provide your name.

**Teleconference Call Instructions:**

1. On your cell phone or desk phone dial the following toll-free number: **1-844-621-3956**
2. Next you will be asked for an access code or meeting number. Punch in the following: **146 652 1264**
3. At the next prompt push the # sign to be placed in the meeting.

Below are the instructions for use throughout the hearing/meeting.

1. Keep your phone or microphone muted until called upon.

2. If joining by web, please activate chat by clicking the dialogue balloon and enter the following information there for the meeting record:

    a. Your first and last name.
    b. The name of your company, if applicable.
    c. Your contact information (phone, email, and mailing address)

3. If joining by phone, we will unmute you and ask you to state the same information requested in item 3 above.

4. For all comments, please do the following to let us know you wish to speak:

    a. By web, type **"X"** in the chat box
    b. By phone, press star three **(*3)**
    c. Wait to be recognized before unmuting your phone/mike to speak
       State your name as you begin your comments for the record.

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | |
|---|---|
| In re Administrative Citation 21394 ) | **WAIVER OF FORMAL FINDINGS OF FACT AND CONCLUSIONS OF LAW and WAIVER OF CERTIFIED MAILING** |
| ) | |
| issued to Carson City Towing ) | |

The parties to the above-captioned matter having agreed to dispose of the case by stipulation or agreed settlement, do hereby waive the requirement under Nevada Revised Statute ("NRS") 233B.125 that the Authority's final order include findings of fact and conclusions of law. The parties have read and understand the EXPLANATION of applicable law set forth below. Specifically allowed under NRS 233B.121, this waiver is made knowingly and voluntarily.

The parties further waive the right to be served with the Authority's final Order personally or by certified mail, and agree to service of the final Order by regular mail.

| | |
|---|---|
| Respondent Signature | Deputy Attorney General Signature |
| Respondent Printed Name | Louis Csoka<br>Deputy Attorney General Printed Name |

Dated this _____ day of _____, 2020, Reno, Nevada.

## EXPLANATION

When the Nevada Transportation Authority ("Authority") decides a case in which an administrative fine or penalty may be imposed, Nevada Revised Statutes ("NRS") 233B.125 requires that a final order be issued. The final order must include findings of fact (a statement of the underlying facts) and conclusions of law, separately stated. NRS 233B.121 allows parties to waive the requirement of findings of fact and conclusions of law when they agree to informally dispose of a case by stipulation or agreed settlement.

When the parties to an Administrative Citation matter stipulate/agree that the underlying facts occurred and the Respondent admits to the violation(s) as alleged, the findings of fact section contained in the final order summarizes or restates the facts as set forth in the Investigation Report (provided to the parties) and the conclusions of law section sets forth the specific statute(s) or regulation(s) the Respondent agrees s/he violated.

There is no requirement that either party waive the right to a final order containing findings of fact and conclusions of law. However, if the parties choose to do so, a final order will issue which includes, generally: 1) The stipulations and admissions of the parties; 2) The Hearing Officer's recommendations to the Authority regarding which statute(s) or regulation(s), if any, the Respondent has violated and fine amounts, if any, to be imposed; and 3) An order from the Authority approving, modifying, or setting aside the Hearing Officer's recommendations.

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re Administrative Citation Number 21394 )
)
issued to Carson City Towing )

**STIPULATED CONTINUANCE REQUEST AND ORDER**

## REQUEST

Date: August 27, 2020

At the (circle one) Respondent's/Staff's request, the parties to the above-captioned Citation hereby stipulate to a continuance of the matter.

- Matter is currently set for hearing on August 27, 2020 at 8:30 a.m.
- Requesting a 28-day continuance.
- Reason for request Respondent requested more time to review report.
- Matter rescheduled to September 24, 2020 at 8:30 a.m. and Respondent waives further notice of hearing reschedule date.

Per WebEx conversation
Respondent Signature

Deputy AG Signature

Justin Townsend
Respondent Printed Name

Louis Csoka
Deputy AG Printed Name

Respondent Address: _____

_____

Telephone number: _____

## ORDER

Continuance GRANTED / ~~DENIED~~.

Hearing Officer

Dated this 28 day of August, 2020 / Las Vegas, Nevada.

5 Copies: Org +2 Front Desk 1 Copy AG 1 Copy Respondent 2 Copy Legal Sec'y for calendar then Admin Atty Hrg Ofcr

Revised 08 13 13

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: Administrative Citation Number 21394 issued to Carson City Towing for violation of NRS 706.4479. | ) ) ) ) | Citation Number 21394 |

**NOTICE OF RESCHEDULED HEARING**

The above matter was set for hearing on March 26, 2020. Prior to a hearing being held, Respondent was notified of the closure of public offices and postponement of the matter. Accordingly, **NOTICE IS HEREBY GIVEN** that a hearing on this matter has been rescheduled as follows:

**THURSDAY, August 13, 2020**
**1:30 p.m.**
Nevada Transportation Authority
**Via Webex or via telephone (see attached instructions)**
(775) 688-2800

At which time a Hearing Officer will receive testimony and evidence regarding the alleged violation and decide which testimony and evidence will be delivered to the Authority.

If Respondent fails to appear at the above time and place set for hearing, pursuant to NAC 706.4017(2), the Authority may impose a fine for the violation alleged in the complaint/citation.

By the Authority,

Jennifer Hill

Jennifer Hill, Legal Secretary II

Dated: July 29, 2020
Las Vegas, Nevada

To request a copy of the investigation report prior to your hearing, please contact Rita Brownawell at (702) 486-6498 or rbrownawell@nta.nv.gov or Jennifer Hill at (702) 486-6537 or jhill@nta.nv.gov.

# NEVADA TRANSPORTATION AUTHORITY

## WebEx and Teleconferencing Instructions

Pursuant to Governor Sisolak's Declaration of Emergency Directive 006 (March 22, 2020), the requirement contained in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate is suspended in order to mitigate the possible exposure or transmission of COVID-19 (Coronavirus). Accordingly, this hearing/meeting can be accessed via the video conference link or teleconference number below.

**Video Conference Link Instructions:**
***(Please note your device must have microphone capabilities in order to participate in the web conference)***

1. Open a browser on your computer and type in the following URL: https://businessnv2.webex.com
2. At the Join A Meeting screen, enter the following in the grey area labeled Enter meeting information: **146 206 9266**
3. The next screen will ask for a password. Type in the following: **NdNZJ55wcW3**
4. You may be prompted to download the Cisco Web App at this time. If so, download the app and follow the instructions. You may be asked to provide your name.

**Teleconference Call Instructions:**

1. On your cell phone or desk phone dial the following toll-free number: **1-844-621-3956**
2. Next you will be asked for an access code or meeting number. Punch in the following: **146 206 9266**
3. At the next prompt push the # sign to be placed in the meeting.

Below are the instructions for use throughout the hearing/meeting.

1. Keep your phone or microphone muted until called upon.

2. If joining by web, please activate chat by clicking the dialogue balloon and enter the following information there for the meeting record:

    a. Your first and last name.
    b. The name of your company, if applicable.
    c. Your contact information (phone, email, and mailing address)

3. If joining by phone, we will unmute you and ask you to state the same information requested in item 3 above.

4. For all comments, please do the following to let us know you wish to speak:

    a. By web, type **"X"** in the chat box
    b. By phone, press star three **(*3)**
    c. Wait to be recognized before unmuting your phone/mike to speak
       State your name as you begin your comments for the record.

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | |
|---|---|
| In re Administrative Citation 21394 ) | **WAIVER OF FORMAL FINDINGS OF FACT AND CONCLUSIONS OF LAW and WAIVER OF CERTIFIED MAILING** |
| ) | |
| issued to _____ ) | |

The parties to the above-captioned matter having agreed to dispose of the case by stipulation or agreed settlement, do hereby waive the requirement under Nevada Revised Statute ("NRS") 233B.125 that the Authority's final order include findings of fact and conclusions of law. The parties have read and understand the EXPLANATION of applicable law set forth below. Specifically allowed under NRS 233B.121, this waiver is made knowingly and voluntarily.

The parties further waive the right to be served with the Authority's final Order personally or by certified mail, and agree to service of the final Order by regular mail.

| | |
|---|---|
| _____ | _____ |
| Respondent Signature | Deputy Attorney General Signature |
| _____ | _____ |
| Respondent Printed Name | Deputy Attorney General Printed Name |

Dated this _____ day of _____, 2020, Reno, Nevada.

## EXPLANATION

When the Nevada Transportation Authority ("Authority") decides a case in which an administrative fine or penalty may be imposed, Nevada Revised Statutes ("NRS") 233B.125 requires that a final order be issued. The final order must include findings of fact (a statement of the underlying facts) and conclusions of law, separately stated. NRS 233B.121 allows parties to waive the requirement of findings of fact and conclusions of law when they agree to informally dispose of a case by stipulation or agreed settlement.

When the parties to an Administrative Citation matter stipulate/agree that the underlying facts occurred and the Respondent admits to the violation(s) as alleged, the findings of fact section contained in the final order summarizes or restates the facts as set forth in the Investigation Report (provided to the parties) and the conclusions of law section sets forth the specific statute(s) or regulation(s) the Respondent agrees s/he violated.

There is no requirement that either party waive the right to a final order containing findings of fact and conclusions of law. However, if the parties choose to do so, a final order will issue which includes, generally: 1) The stipulations and admissions of the parties; 2) The Hearing Officer's recommendations to the Authority regarding which statute(s) or regulation(s), if any, the Respondent has violated and fine amounts, if any, to be imposed; and 3) An order from the Authority approving, modifying, or setting aside the Hearing Officer's recommendations.

# Agenda Item# 74

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In re Citation 21398 issued to Vanessa Jacobsen for violations of NRS 706.386 and NRS 706.758. | ) ) ) | Citation No. 21398 |

At a general session of the Nevada Transportation Authority held on October 15, 2020.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

On October 1, 2020, a hearing on the above-captioned matter was held before Commissioner Dawn Gibbons, serving in her capacity as Hearing Officer for the Nevada Transportation Authority ("Authority") or ("NTA"). The cited party, Vanessa Jacobsen ("Respondent"), was present via Webex and elected to proceed without counsel.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Revised Statute ("NRS") 706.386 and NRS 706.758, prepared a proposed decision for review by the Authority.

Based on that proposed decision, the Authority makes the following Findings of Fact and Conclusions of Law, which constitute a final order affirming the decision of the Hearing Officer. Any Finding of Fact that would be better deemed a Conclusion of Law or vice versa shall be so construed. Under NRS 706.151, the Authority has legal jurisdiction and authority over this matter.

## FINDINGS OF FACT

The Authority finds that there is substantial evidence in the record delivered by the Hearing Officer, which contains the legal evidence presented at the hearing, to establish each of the facts hereinafter set forth in these Findings of Fact.

1. That for several months during the last part of 2019, Investigators Truitt and Schilling received information from certified carriers and Transportation Network Company ("TNC") drivers that Respondent was providing unlawful transportation in the state of Nevada. Respondent is known as an active driver for both Uber and Lyft.
2. The investigation began around August of 2020, when investigators observed Respondent operating out of the Reno Tahoe Airport limousine pick up area. On August 12, 2020, investigators observed Respondent pick up two male adults from the airport, then transport them to the Renaissance Hotel located in downtown Reno.
3. The NTA also received information that Respondent was regularly operating out of the Edgewood Tahoe Resort ("Edgewood"). Investigators contacted security personnel at the Edgewood who stated that Respondent regularly picks up and drops off passengers. On several occasions, Respondent presented a personal business card with her name and cell phone number. Respondent was holding herself out as an independent contractor who provides unlawful intrastate passenger transportation.
4. On September 10, 2020, Investigators requested the concierge at the Edgewood arrange a ride from Respondent to the Reno Tahoe Airport. The connection was made using the phone number of 775-450-1759 listed on Respondent's personal business card. The ride was arranged for September 11, 2010 at 6:30 am.
5. Additionally, Respondent requested the concierge call Lakeshore Pacific, Inc., d/b/a Sierra Pacific Limousine ("Lakeshore Pacific") at 775-588-4500 and request Respondent.

6. Further investigation revealed that Lakeshore Pacific was an NTA certified carrier. However, their CPCN was revoked in 2018.
7. On September 11, 2020, Investigators staged at the Edgewood waiting for their ride. Upon entering the property, Respondent contacted the Investigators. After a brief conversation, the Investigators identified themselves. Respondent was advised that she was providing unlawful intrastate transportation and Investigators requested that she exit the vehicle. Respondent refused. After a brief encounter, Respondent exited the vehicle. A further conversation occurred outside the vehicle and Respondent kicked Investigator Gravel in the chest. Respondent was placed under arrest and transported to the Douglas County Sheriff's Office where she was booked for battery on a peace officer.
8. Respondent could not provide a current CPCN to offer intrastate transportation.
9. Respondent testified that all the rides she provided were arranged through Lakeshore Pacific and that she never collected any money. Additionally, Respondent testified that she was providing interstate passenger transportation only not intrastate transportation. Therefore, her rides did not require a Nevada CPCN.
10. During the hearing, Respondent offered several emails that were admitted into evidence and were marked as Respondent's exhibit #1.
11. The Investigation Report for citation #21398 was marked into evidence (identified as State's Exhibit 1 and incorporated herein by reference).
12. The State argued that the Investigative Report, State's Exhibit 1, and the testimony provided, established clear violations of NRS 706.386 and NRS 706.758 due to the Respondent's pattern and practice of providing unlawful intrastate passenger transportation. Respondent's rides were generated by way of advertising a personal business card which displayed only the Respondent's name and personal cell phone

number. The Respondent advertised for business by presenting herself as an independent transportation service that provided unlawful rides in the state of Nevada.

## CONCLUSIONS OF LAW

Based on the testimony of Officers Truitt and Schilling, the Authority concludes that there was a violation of NRS 706.386 and NRS 706.758 by the Respondent.

## DISCUSSION

Authority Staff requested that a $5,000.00 fine be assessed for the violation of NRS 706.386, with $4,000.00 suspended for two years, and a fine of $1,000.00 be assessed for the violation of NRS 706.758 with $1,000.00 suspended for two years provided there are no further violations of NRS 706 or NAC 706 and timely payment of fines.

The Hearing Officer, having fully considered the above-mentioned Findings of Fact and Conclusions of Law recommended to the Authority:

1. That a finding of one violation of NRS 706.386 be entered.
2. That a finding of one violation of NRS 706.758 be entered.
3. That the fine recommendations of the Authority Staff be adopted.

## ORDER

**IT IS THEREFORE ORDERED, based on the foregoing Findings of Fact and Conclusions of Law:**

1. That the recommendation of the Hearing Officer with regard to the violation of NRS 706.386 and NRS 706.758 as contained in Citation 21398 is hereby AFFIRMED;
2. That a total fine on Citation 21398 in the amount of Six Thousand Dollars and Zero Cents ($6,000.00) be assessed, with Five Thousand Dollars and no cents ($5,000.00) be suspended for two years provided no further violations of NRS 706 and NAC 706 and

timely payment of the outstanding amount of One Thousand Dollars ($1,000.00) be imposed;

3. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

Dawn Gibbons

Dawn Gibbons, Chairman

George Assad, Commissioner

David Newton, Commissioner

DEPT. OF BUSINESS & INDUSTRY NEVADA TRANSPORTATION AUTHORITY STATE OF NEVADA

Attest: Jennifer De Rose

Jennifer De Rose Deputy Commissioner

Dated: 12/4/20

Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: Administrative Citation Number 21398 issued to Vanessa Jacobsen for violations of NRS 706.386 and NRS 706.758. | ) ) ) ) | Citation Number 21398 |

**NOTICE OF HEARING**

The above matter was not set for a specific hearing date due to the closure of public offices. Accordingly, **NOTICE IS HEREBY GIVEN** that a hearing on this matter has been scheduled as follows:

**THURSDAY, October 1, 2020**
**8:30 a.m.**
**Via WebEx or via telephone (see attached instructions)**
Nevada Transportation Authority
(775) 688-2800

At which time a Hearing Officer will receive testimony and evidence regarding the alleged violations and decide which testimony and evidence will be delivered to the Authority.

If Respondent fails to appear either by WebEx or by teleconference at the above time and place set for hearing, pursuant to NAC 706.4017(2), the Authority may impose a fine for the violations alleged in the complaint/citation.

By the Authority,

Jennifer Hill

Jennifer Hill, Legal Secretary II

Dated: September 15, 2020
Las Vegas, Nevada

To request a copy of the investigation report prior to your hearing, please contact Rita Brownawell at (702) 486-6498 or rbrownawell@nta.nv.gov or Jennifer Hill at (702) 486-6537 or jhill@nta.nv.gov.

# NEVADA TRANSPORTATION AUTHORITY

## WebEx and Teleconferencing Instructions

Pursuant to Governor Sisolak's Declaration of Emergency Directive 006 (March 22, 2020), the requirement contained in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate is suspended in order to mitigate the possible exposure or transmission of COVID-19 (Coronavirus). Accordingly, this hearing/meeting can be accessed via the video conference link or teleconference number below.

**Video Conference Link Instructions:**
***(Please note your device must have microphone capabilities in order to participate in the web conference)***

1. Open a browser on your computer and type in the following URL: https://businessnv2.webex.com
2. At the Join A Meeting screen, enter the following in the grey area labeled Enter meeting information: **146 099 7246**
3. The next screen will ask for a password. Type in the following: **4U6YdunvaD7**
4. You may be prompted to download the Cisco Web App at this time. If so, download the app and follow the instructions. You may be asked to provide your name.

**Teleconference Call Instructions:**

1. On your cell phone or desk phone dial the following toll-free number: **1-844-621-3956**
2. Next you will be asked for an access code or meeting number. Punch in the following: **146 099 7246**
3. At the next prompt push the # sign to be placed in the meeting.

Below are the instructions for use throughout the hearing/meeting.

1. Keep your phone or microphone muted until called upon.

2. If joining by web, please activate chat by clicking the dialogue balloon and enter the following information there for the meeting record:

    a. Your first and last name.
    b. The name of your company, if applicable.
    c. Your contact information (phone, email, and mailing address)

3. If joining by phone, we will unmute you and ask you to state the same information requested in item 3 above.

4. For all comments, please do the following to let us know you wish to speak:

    a. By web, type **"X"** in the chat box
    b. By phone, press star three **(*3)**
    c. Wait to be recognized before unmuting your phone/mike to speak
       State your name as you begin your comments for the record.

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In re Administrative Citation 21398 | ) | **WAIVER OF FORMAL FINDINGS OF FACT AND CONCLUSIONS OF LAW and WAIVER OF CERTIFIED MAILING** |
| issued to Vanessa Jacobsen | ) | |

The parties to the above-captioned matter having agreed to dispose of the case by stipulation or agreed settlement, do hereby waive the requirement under Nevada Revised Statute ("NRS") 233B.125 that the Authority's final order include findings of fact and conclusions of law. The parties have read and understand the EXPLANATION of applicable law set forth below. Specifically allowed under NRS 233B.121, this waiver is made knowingly and voluntarily.

The parties further waive the right to be served with the Authority's final Order personally or by certified mail, and agree to service of the final Order by regular mail.

| | |
|---|---|
| Respondent Signature | Deputy Attorney General Signature |
| Respondent Printed Name | Louis Csoka<br>Deputy Attorney General Printed Name |

Dated this _____ day of _____, 2020, Reno, Nevada.

## EXPLANATION

When the Nevada Transportation Authority ("Authority") decides a case in which an administrative fine or penalty may be imposed, Nevada Revised Statutes ("NRS") 233B.125 requires that a final order be issued. The final order must include findings of fact (a statement of the underlying facts) and conclusions of law, separately stated. NRS 233B.121 allows parties to waive the requirement of findings of fact and conclusions of law when they agree to informally dispose of a case by stipulation or agreed settlement.

When the parties to an Administrative Citation matter stipulate/agree that the underlying facts occurred and the Respondent admits to the violation(s) as alleged, the findings of fact section contained in the final order summarizes or restates the facts as set forth in the Investigation Report (provided to the parties) and the conclusions of law section sets forth the specific statute(s) or regulation(s) the Respondent agrees s/he violated.

There is no requirement that either party waive the right to a final order containing findings of fact and conclusions of law. However, if the parties choose to do so, a final order will issue which includes, generally: 1) The stipulations and admissions of the parties; 2) The Hearing Officer's recommendations to the Authority regarding which statute(s) or regulation(s), if any, the Respondent has violated and fine amounts, if any, to be imposed; and 3) An order from the Authority approving, modifying, or setting aside the Hearing Officer's recommendations.

STEVE SISOLAK
*Governor*

STATE OF NEVADA

TERRY REYNOLDS
*Director B&I*

DAWN GIBBONS
*Chairman*
GEORGE ASSAD
*Commissioner*
DAVID NEWTON
*Commissioner*

20-12029

RECEIVED
DEC 24 2020
Nevada Transportation Authority
Reno, Nevada

DEPARTMENT OF BUSINESS AND INDUSTRY
**NEVADA TRANSPORTATION AUTHORITY**

**PETITION FOR RECONSIDERATION**

Docket /Citation/Impound/Permit #: 21398

Driver/Company Name: Vanessa Jacobsen / Sierra Pacific Transportation Telephone: 775-450-1759

Mailing Address: 410 Parade ct, Reno, NV 89521

Reason for request: I am requesting an appeal on my citation because I showed proof that my passengers were in fact engaged in interstate commerce. In fact being pilots for fedex that were transported to the hotel. the Nevada transportation Authority commission failed to meet their burden of proof that my passengers were not pilots. The burden of proof is in fact on the state they have not met that standard, if they think they have I would like to see proof that these passengers were not pilots. I have 100% proof that they were indeed pilots. wearing a uniform has nothing to do with meeting the criteria of Interstate Commerce.

Signature: [signature] Date: 12/23/2020

$50 Filing Fee

Las Vegas: 3300 W. Sahara Ave, Suite 200, Las Vegas, Nevada 89102 (702) 486-3303 • Fax (702) 486-2590
Reno: 1755 East Plumb Lane, Suite 229, Reno, Nevada 89502 (775) 688-2800 • Fax (775) 688-2802
Website: www.nta.nv.gov

12/24/20 mb

# 20-12029 Petition for Reconsideration (PFR) Debt Summary Review

**20-12029** Petition for Reconsideration from Vanessa Jacobsen regarding Citation 21398.

**Summary:**

- Citation 21398 was issued to Vanessa Jacobsen 09/11/2020 by Investigator Schilling for violations of NRS706.386 and NRS706.758. The hearing date on the citation indicated TBD and the respondent refused to sign. Due to COVID-19 the Notice of Hearing was sent 09/15/2020 for a hearing date of 10/01/2020 at 8:30am via Webex of Telephone.
- Vanessa Jacobsen was fined $6,000 with $5,000 suspended pursuant to the conditions set forth in the Order of the Authority approved at the 11/19/2020 General Session Meeting. The order and corresponding debt letter were sent 12/04/2020.
- On 12/22/2020 Vanessa Jacobsen reached out to the NTA regarding available Debt Remedy.
- On 12/24/2020 Vanessa Jacobsen filed a Petition for Reconsideration, Docketed as 20-12029 which was scheduled on the January 2021 GSM.
- On 1/28/2021 Commissioned voted to table this item to the March 2021 GSM

**The debt currently resides with the NTA and has an outstanding balance of $1,000.**

# ADMINISTRATIVE CITATION AND VERIFIED COMPLAINT

**ISSUED PURSUANT TO NRS 706.771**

No. 21398

STATE OF NEVADA

County of DOUGLAS City of STATELINE

Time 642 A.M. Day of Week FRI Date 9 (Month) 11 (Day), 20 20

Location EDGEWOOD RESORT STATELINE, NV

Name JACOBSEN (Last) VANESSA (First) M (Middle)

Residence Address 410 PARADE CT (Street)

RENO (City) NV (State) 89521 (Zip)

Operator License No. [redacted] State NV

D.O.B. [redacted] (Mo. Day Yr.) F (Sex) 5'2" (Ht.) 135 (Wt.) BRO (Hair) GRN (Eyes)

Company Name ..... MV / CPCN .....

Company Address ..... (Street)

..... (City) ..... (State) ..... (Zip)

Vehicle 2016 (Year) LINCOLN (Make) NAVIGATOR (Body) BLK (Color)

Vehicle License 902 K01 (Number) NV (State) 2021 (Year)

**Respondent** VANESSA JACOBSEN

**DID THEN AND THERE COMMIT THE FOLLOWING OFFENSES/INFRACTIONS:**

| | | |
|---|---|---|
| 1. Violation<br>NO CPCN | (NRS) / NAC<br>706.386 | ☐ CFR<br>☐ Other |

To wit: DID PROVIDE PASS. TRANS. INTRASTATE W/OUT A CPCN

| | | |
|---|---|---|
| 2. Violation<br>UNLAWFUL ADVERTISEMENT | (NRS) / NAC<br>706.758 | ☐ CFR<br>☐ Other |

To wit: DID ADVERTISE FOR SERVICES REQUIRING A CPCN

I certify (or declare) under penalty of perjury under the laws of the State of Nevada that I have grounds / probable cause to believe and do believe that above named respondent committed the above infraction(s) and or violation(s) contrary to law.

| Officer / Complainant's Name | Officer / Complainant's Signature | P No. | Date |
|---|---|---|---|
| SCHILLING | [signature] | J036 | 9/11/20 |

The potential fine for each of the above violations is up to $10,000. You are hereby notified to appear before the Nevada Transportation Authority at:

☐ **3300 W. Sahara Ave., Suite 200, Las Vegas, Nevada 89102**

☒ **1755 E. Plumb Lane, Suite ~~216~~ 229, Reno, Nevada 89502**

on TO BE DETERMINED (Month) (Day), 20 ....., at ..... am / pm

Signature [signature] REFUSED

**I promise to appear at the time and place indicated.**

Carefully review the explanation of rights, responsibility to appear, the consequences of failing to appear and notice of hearing set forth on the reverse side of this citation. ***Signing of this citation constitutes a promise to appear in this matter and is an acknowledgement that you have been advised to carefully review the information contained on the reverse side of this citation. Signing does not constitute an admission of guilt or culpability.***

***Please read back of citation carefully →→***

**WHITE—Complaint; GREEN—Notice to Appear**

(NSPO Rev. 3-17) (O) 2803

09/14/20 ih

STEVE SISOLAK
*Governor*

STATE OF NEVADA

TERRY REYNOLDS
*Director B&I*

DAWN GIBBONS
*Chairman*
GEORGE ASSAD
*Commissioner*
DAVID NEWTON
*Commissioner*

DEPARTMENT OF BUSINESS AND INDUSTRY

# NEVADA TRANSPORTATION AUTHORITY

VANESSA JACOBSEN
410 PARADE COURT
RENO NV 89521
**Via First Class Mail and Certified Mail #7019 2970 0001 4467 3574**

SUBJECT: **ORDER OF THE AUTHORITY**

Dear VANESSA JACOBSEN:

On November 19, 2020, you were fined $6,000 for Citation number 21398 for violation of NRS or NAC 706 with $5,000 held in abeyance pursuant to the conditions as set forth in the attached Order.

**Your payment of $1,000 may be satisfied via the options listed below:**

- **Reno Office:** Payments can be made via mail service or in-person during normal business hours, Monday through Friday.
- **Las Vegas Office:** Due to COVID-19 closures, payments must be sent to this location in the form of check, money order or cashier check via mail service.

If payment is not received in twenty (20) days from the date of this letter, your driver's license will be suspended and this matter will be turned over to a collection agency. Any amount that was held in abeyance in return for timely payment of the amount owed will become due and subject to collection. Pursuant to NRS Ch. 353C, if your debt is turned over to a collection agency, you will be required to pay a 2 percent fee to the State Controller, as well as collection costs and fees of up to 35 percent of the debt or $50,000, whichever is less. Information concerning your debt can be placed on the Controller's website for public inspection. NRS Chapter 353C also allows that the State may suspend, cancel, or refuse to renew certain licenses and permits you and your company may hold. Furthermore, an individual may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) for failure to pay a fine owed to the Authority, failure to appear for a hearing on an administrative citation, or are found in violation of NRS 706 or NAC 706 more than five times within three years. Names of disqualified drivers are placed on the NTA's website.

**Questions concerning this matter should be directed to our NTA General Email at nta@nta.nv.gov or you may contact Hope DiBartolomeo at (702) 486-6533.**

Sincerely,

Jennifer De Rose

Jennifer De Rose, Deputy Commissioner
Dated: 12/4/20
Las Vegas, Nevada
Enclosure

| | |
|---|---|
| **From:** | Hope Dibartolomeo |
| **To:** | stbrigid581295@gmail.com |
| **Cc:** | Ron Delgado; nta |
| **Subject:** | NTA Citation 21398 Debt Remedy Options |
| **Date:** | Tuesday, December 22, 2020 9:46:18 AM |
| **Attachments:** | PetitionForReconsideration-ADA.pdf |
| **Importance:** | High |

---

Good morning Ms. Jacobsen,

Per our conversation this morning, you may request a payment plan on you citation debt amount due of $1,000 with me or if you would like to seek reconsideration of the fine amount and/or order issued by the NTA, you are able to do so via filing a Petition for Reconsideration form. This affords you the ability to be heard for reconsideration before the Authority Commission. This process has an associated filing fee of $50. If this is something you would like to consider, you may return the completed form with payment of $50 filing fee to either of our office locations (listed below). If the filing and fee is received on or before December 31, 2020 (filing deadline), the reconsideration can be scheduled for the General Session Meeting which is tentatively scheduled for January 28, 2021. A copy of this form is attached for convenience and is also available on our website:

http://nta.nv.gov/uploadedFiles/ntanvgov/content/Forms/PetitionForReconsideration-ADA.pdf

**Nevada Transportation Authority**

**Las Vegas Office**
**3300 W. Sahara Ave. Ste. 200**
**Las Vegas, NV 89102**

**Reno Office**
**1755 E. Plumb Ln. Ste. 229**
**Reno, NV 89502**

Please let us know if you have any additional questions.
Sincerely,

***Hope DiBartolomeo for NTA***
**Las Vegas Office Phone: (702) 486-3303 | Fax: (702) 486-2590**
**Reno Office Phone: (775) 688-2800 | Fax: (775) 688-2802**




This communication, including any attachments, may contain confidential information and is intended only for the individual or entity to which it is addressed. Any review, dissemination or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and delete all copies of the original message.

STEVE SISOLAK
*Governor*

STATE OF NEVADA

TERRY REYNOLDS
*Director B&I*

DAWN GIBBONS
*Chairman*
GEORGE ASSAD
*Commissioner*
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*Commissioner*

20-12029

RECEIVED
DEC 24 2020
Nevada Transportation Authority
Reno, Nevada

DEPARTMENT OF BUSINESS AND INDUSTRY
**NEVADA TRANSPORTATION AUTHORITY**

**PETITION FOR RECONSIDERATION**

Docket /Citation/Impound/Permit #: 21398

Driver/Company Name: Vanessa Jacobsen / Sierra Pacific Transportation Telephone: 775-450-1759

Mailing Address: 410 Parade ct, Reno, NV 89521

Reason for request: I am requesting an appeal on my citation because I showed proof that my passengers were in fact engaged in interstate commerce. In fact being pilots for fedex that were transported to the hotel. the Nevada transportation Authority commission failed to meet their burden of proof that my passengers were not pilots. The burden of proof is in fact on the state they have not met that standard, if they think they have I would like to see proof that these passengers were not pilots. I have 100% proof that they were indeed pilots. wearing a uniform has nothing to do with meeting the criteria of Interstate Commerce.

Signature: [signature] Date: 12/23/2020

$50 Filing Fee



12

# Agenda Item# 75

21-01006

STEVE SISOLAK
*Governor*

STATE OF NEVADA

TERRY REYNOLDS
*Director B&I*

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JAN 07 2021
Nevada Transportation Authority
Las Vegas, Nevada

DEPARTMENT OF BUSINESS AND INDUSTRY

# NEVADA TRANSPORTATION AUTHORITY

## PETITION FOR RECONSIDERATION

Docket /Citation/Impound/Permit #: 20-10031

Driver/Company Name: U.S. Party Bus LLC dba U.S. Party Bus Telephone: 702-541-3578

Mailing Address: 7337 Burnt Umber St., Las Vegas, NV 89139

Reason for request: I am seeking reconsideration of the Order to Revocate issue on December 24, 2020, and if granted, I am also seeking another six month extension of my temporary discontinuance (Sept. 2020- March 2021 I initially had requested and received a temporary discontinuance of services due to Covid-19. The temporary discontinuance was scheduled to end in September, but I thought a prior email I had sent to the NTA was sufficient to request a further extension of the temporary discontinuance. During last fall, my wife's parents became infected with Covid-19, so my wife was taking care of them and I was taking care of our children and I just forgot about and did not read all of my mail and emails. I was under the belief that the company was still under the temporary discontinuance, and I wrongly ignored the attempted contacts by the NTA. Further, as I did not think I had any wrongdoing, I did not review the agendas as I did not think there was any reason for my company to be on the agenda. I have now spoken with my attorney who without any question or doubt has made me understand that regardless of what I may be thinking, I must respond to any and all NTA communications, and that even while on the temporary discontinuance, I am still subject to NTA jurisdiction.

Signature: _____ Date: January 5, 2021

$50 Filing Fee

Las Vegas: 3300 W. Sahara Ave, Suite 200, Las Vegas, Nevada 89102 (702) 486-3303 • Fax (702) 486-2590
Reno: 1755 East Plumb Lane, Suite 229, Reno, Nevada 89502 (775) 688-2800 • Fax (775) 688-2802
Website: www.nta.nv.gov

1/8/21 mb

# State of Nevada
## Department of Business and Industry
## Nevada Transportation Authority

RECEIVED
JAN 07 2021
Nevada Transportation Authority
Las Vegas, Nevada

# Request to Temporarily Discontinue Service

Company Name: U.S. Party Bus, LLC d/b/a U.S. Party Bus

Address: 7337 Burnt Umber St.

City, State, Zip: Las Vegas, NV 89139

CPCN: 2218

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from September 19, 2020 to March 18, 2021. (Not to exceed 6 months)

This request is due to: loss of business due to Covid-19 and restrictions placed upon businesses by State of Nevada

**OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.**

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.

Signature of Certificate Holder

Yohanes Tegafaw

Printed name of Certificate Holder

702-541-3578

Phone number Fax number

yohanest2000@yahoo.com

Email Address

**Submit both pages of this Request to:**

Nevada Transportation Authority

3300 West Sahara Avenue
Suite 200
Las Vegas, NV 89102

or

1755 E Plumb Lane
Suite 229
Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.

OATH

STATE OF Nevada }

COUNTY OF Clark }

I, Yohanes Tegafaw, being duly sworn, state that I file this application as (indicate relationship to applicant, i.e. owner, title as officer, etc.) sole owner of U.S. Party Bus, LLC; that, in such capacity, I am qualified and authorized to file and verify such application; that I have carefully examined all the statements and matters contained in the application; and that all such statements made and matters set forth therein are true and correct to the best of my knowledge, information, and belief. Affiant further states that the application is made in good faith and presents evidence in support of said application on every particular requested by the Nevada Transportation Authority.

Signature of Affiant

Subscribed to and sworn before me on this 05 day of January, 2021.

ARELIS SALAZAR
Notary Public - State of Nevada
County of Clark
APPT. NO. 20-8173-01
My App. Expires Aug. 5, 2024

Notary Public

Signature of Attorney, if any

| Mailing address of applicant: | Mailing address of attorney: |
|---|---|
| 7337 Burnt Umber St. | 9480 S. Eastern Ave., Suite 228 |
| Las Vegas, NV 89139 | Las Vegas, NV 89123 |
| Phone: 702-541-3578 | Phone: 702-385-1100 |
| Fax: | Fax: |
| Email: yohanest2000@yahoo.com | Email: jamie@jamiekent.org |

# Agenda Item# 76

STEVE SISOLAK
*Governor*

STATE OF NEVADA

21-01008

RECEIVED
JAN 11 2021
Nevada Transportation Authority
Las Vegas Nevada

TERRY REYNOLDS
*Director B&I*

DAWN GIBBONS
*Chairman*

GEORGE ASSAD
*Commissioner*

DAVID NEWTON
*Commissioner*

DEPARTMENT OF BUSINESS AND INDUSTRY

# NEVADA TRANSPORTATION AUTHORITY

## PETITION FOR RECONSIDERATION

Docket /Citation/Impound/Permit #: Docket 20-07024

Driver/Company Name: Las Vegas Event Planners, LLC d/b/a A List Trans Telephone: Cell 702-772-8738 Mia 702-605-1300

Mailing Address: 1313 Eaton Dr Las Vegas Nevada, 89102 Cell 702-772-8736

Reason for request: I am requesting to re instate my Certificate of Public Convenience and Necessity CPCN 2186 sub 1. Our Temporary discontinuance expired on 7/23/20. Due to finacial hardships we had to move locations/ domiciles etc. and where unable to file an extention due to covid-19. Please let me know what i can to do to re instate our Certificate of Public Convenience CPCN 2186 SUB 1.

Best Regards,

Chris Galasteen

Signature: Chris Galasteen Date: 1/6/2021

$50 Filing Fee



1/13/21 rmb

# Agenda Item# 77

21-01017

STEVE SISOLAK
*Governor*

STATE OF NEVADA



RECEIVED
JAN 19 2021
Nevada Transportation Authority
Las Vegas, Nevada

TERRY REYNOLDS
*Director A&T*
DAWN GIBBONS
*Chairman*
GEORGE ASSAD
*Commissioner*
DAVID NEWTON
*Commissioner*

DEPARTMENT OF BUSINESS AND INDUSTRY
**NEVADA TRANSPORTATION AUTHORITY**

**PETITION FOR RECONSIDERATION**

Docket /Citation/Impound/Permit #: 1047144-17250

Driver/Company Name: Marcus Block Telephone: 310-346-4047

Mailing Address: 13111 S. San Pedro St #12 Los Angeles, CA 90061

Reason for request: I Am Humbling Requesting Reconsideration of the fines I owe to be lowered back to original order. At the time of original order I was finiacal stable, and was able to make timely payments. Unfortunately not too long after making my last payment alot of things happen in my life back to back. Death of my grandmother, loss of job, etc. I was forced to move back to California and take care of family business due to my grandma death. I want to pay what I owe. I already made a payment as good faith on my part. So please consider establishing the original order. I will make monthly payments on time. Thank you

Signature: _____ Date: 01-14-21

$50 Filing Fee

Las Vegas: 3300 W. Sahara Ave, Suite 200, Las Vegas, Nevada 89102 (702) 486-3303 • Fax (702) 486-2590
Reno: 1755 East Plumb Lane, Suite 229, Reno, Nevada 89502 (775) 688-2800 • Fax (775) 688-2802
Website: www.nta.nv.gov

# 21-01017 Petition for Reconsideration (PFR) Debt Summary Review

**21-01017** Petition for Reconsideration from Marcus Block regarding Citation 17250.

**Summary:**

- Citation 17250 was issued to Marcus Block on 12/05/2014 by Investigator Johnson for violations of NRS706.386 and NRS706.758. The hearing was held on 12/8/2014 and Mr. Block was present and elected to proceed without legal counsel.
- Mr. Block was fined $6,000 with $4,000 suspended pursuant to the conditions set forth in the Order of the Authority approved at the 4/2/2015 General Session Meeting. The order and corresponding debt letter were sent 4/13/2015.
- On 4/20/2015 a payment plan was approved and Mr. Block made total payments of $850 towards the plan but then defaulted on the terms.
- On 3/22/2016 the debt was submitted to the State Controller's Office (SCO) for collections in the amount of $5,150 which included the $4,000 amount suspended, less the $850 worth of payments. Notice to suspend his driver's license was subsequently submitted to DMV.
- On 1/12/2021 Mr. Block reached out to the NTA regarding available Debt Remedy.
- 1/14/2021 the SCO confirmed approval of a payment plan and receipt of the initial payment of $50 towards the plan. Notice was subsequently submitted to DMV to release our suspension hold.
- On 1/19/2021 Mr. Block filed a Petition for Reconsideration, Docketed as 21-01017.

**The debt currently resides with the SCO and has an estimated outstanding balance of $5,467.86 (estimated fees of $367.86). Staff recommends that the debt remain in the possession of the SCO, whether adjustments to the debt is granted.**

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In re: Citation 17250 issued to Marcus Block for violation of NRS 706.386 and NRS 706.758. | ) ) ) | Citation 17250 |

At a general session of the Nevada Transportation Authority held on April 2, 2015.

PRESENT: Chairman Andrew J. MacKay
Commissioner George Assad
Commissioner Keith A. Sakelhide
Deputy Commissioner Marilyn Skibinski

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**

On December 8, 2014, a hearing was held before Commissioner Keith A. Sakelhide, serving in his capacity as Hearing Officer for the Authority. The Respondent Marcus Block was present and elected to proceed without legal counsel.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Administrative Code ("NAC") 706.4015 prepared a proposed decision for review by the Authority.

Based on that proposed decision, the Authority makes the following Findings of Fact and Conclusions of Law, which constitute a final order affirming the decision of the Hearing Officer. Any Finding of Fact that would be better deemed a Conclusion of Law or vice versa shall be so construed. Under Nevada Revised Statutes ("NRS") 706.151, the Authority has legal jurisdiction and authority over this matter.

## FINDINGS OF FACT

The Authority finds that there is substantial evidence in the record delivered by the Hearing Officer, which contains the legal evidence presented at the hearing, to establish each of the facts hereinafter set forth in these Findings of Facts.

1. That Marcus Block/Respondent held himself out as a fully regulated carrier, specifically those of an intrastate passenger carrier, through advertising he placed on the Internet at craigslist.org.
2. That on December 5, 2014, the Respondent operated as a fully regulated carrier in that in response to NTA Investigator B. Johnson's call to the telephone number appearing in the advertisement, the Respondent agreed to transport passengers from McCarran International Airport, Las Vegas, Nevada, to the MGM Grand Hotel Casino, LasVegas, Nevada at a rate of $50.00 per mile.
3. That the Respondent was issued Citation 17250 for violations of NRS 706.386 and NRS 706.758 and the vehicle used in his operation was impounded.
4. That at hearing, the parties stipulated and agreed as follows:
   a. To the admission of Citation 17250 and the Investigation Report for the Citation into evidence (identified as State's Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;
   b. That no CPCN had been issued by the Authority authorizing the operations or advertising undertaken by the Respondent in this matter; and
   c. That the Respondent's actions constituted violation of NRS 706.386 and NRS 706.758.
5. That the Hearing Officer accepted the stipulations of the parties as set forth hereinabove.

## CONCLUSIONS OF LAW

The Authority concludes that the Respondent's actions constitute violation of NRS 706.386 and NRS 706.758, related to operating as a fully regulated carrier without authority and unlawfully advertising the services of a fully regulated carrier.

## DISCUSSION

Authority Staff requested that fines be assessed in the amount of $2,500.00 for the violation of NRS 706.386 with $1,000.00 of said fine amount suspended pending no further violations of NRS 706 or NAC 706 within one year and timely payment of the fine amount, and in the amount of $1,000.00 for the violation of NRS 706.758 with $1,000.00 of said fine amount suspended pending no further violations of NRS 706 or NAC 706 within one year and timely payment of the NRS 706.386 fine amount.

In support of the recommended fine amounts, Authority Staff noted that the Respondent was employed as a driver supervisor for Executive Limousine since March 2014 and that he had previously worked for a California certificated carrier.

The Respondent requested a reduction in the fine amounts, stating that he was unaware that the CPCN requirement applied to a personal vehicle, that he is facing financial hardship, and that the citation resulted from the first advertisement he had placed.

The Hearing Officer, having fully considered the above-mentioned Findings of Fact and Conclusions of Law, recommended to the Authority:

1. That a finding enter that the Respondent's actions constitute violations of NRS 706.386 and NRS 706.758;

2. That a fine be assessed in the amount of $5,000.00 for the violation of NRS 706.386 with $3,000.00 of said fine amount suspended pending no further violations of NRS 706 or NAC 706 within one year and timely payment of the fine amount; and
3. That a fine be assessed in the amount of $1,000.00 for the violation of NRS 706.758 with $1,000.00 of said fine amount suspended pending no further violations of NRS 706 or NAC 706 within one year and timely payment of the fine amount.

**ORDER**

**IT IS THEREFORE ORDERED, based on the foregoing Findings of Fact and Conclusions of Law:**

1. That the recommendation of the Hearing Officer regarding Administrative Citation and Verified Complaint 17250, issued to Marcus Block for violations of NRS 706.386 and NRS 706.758, is hereby AFFIRMED;
2. That the fine for Citation 17250 shall be in the *total* amount of Six Thousand Dollars and Zero Cents ($6,000.00), with Four Thousand Dollars and Zero Cents ($4,000.00) of said fine amount suspended pending no further violations of NRS 706 or NAC 706 within one year and timely payment of the fine amount;
3. That the Respondent is to immediately **CEASE AND DESIST** any and all operation in violation of NRS 706.386; and

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4. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

Andrew J. MacKay, Chairman

George Assad, Commissioner

Keith A. Rakelhide, Commissioner

Attest: Marilyn Skibinski
Marilyn Skibinski, Deputy Commissioner

Dated: April 13, 2015
Reno, Nevada

DEPT. OF BUSINESS & INDUSTRY
NEVADA TRANSPORTATION AUTHORITY
STATE OF NEVADA

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

NOTICE: In accordance with NAC 706.229 and NAC 706.3751 (both recently amended, see Legislative Counsel Bureau File No. R111-10), you may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) if you fail to pay a fine owed to the Authority, you fail to appear for a hearing on an administrative citation, and/or you are found in violation of the provisions of NRS 706 or NAC 706 more than five times within three years.

NOTICE: Pursuant to NRS 706.772 and NRS 706 483.441, you may have your driver's license suspended by the Nevada Department of Motor Vehicles if you fail to pay the full amount of the administrative fine and any other costs which are due to the Authority as a result of the above final Order.

**ISSUED PURSUANT TO NRS 706.771**

No. 17250

STATE OF NEVADA

County of CLARK City of LAS VEGAS

Time 3:45 O'clock P M. Day of Week FRIDAY Date 12 (Month) 5 (Day) 2014

Location MCCARRAN INTERNATIONAL AIRPORT

Operator License No. [redacted] State NV

Name BLOCK (Last) MARCUS (First) TRAVION (Middle)

Residence Address 504 BRUSH ST. (Street)

LAS VEGAS (City) NV (State) 89107 (Zip)

D.O.B. [redacted] (Mo. Day Yr.) M (Sex) 509 (Ht.) 220 (Wt.) BLK (Hair) BRO (Eyes)

Company Name NONE MV/CPCN —

Company Address — (Street)

— (City) — (State) — (Zip)

Vehicle 2010 (Year) HYUNDAI (Make) 4D (Body) MAR (Color)

Vehicle License GHFM024 (Number) NV (State) S (Year)

**Respondent** MARCUS BLOCK

**DID THEN AND THERE COMMIT THE FOLLOWING OFFENSES/INFRACTIONS:**

| 1. Violation | NRS/NAC | ☐ CFR ☐ Other |
|---|---|---|
| NO CPCN | 706.386 | |

To wit: RESPONDENT DID OPERATE AS A FULLY REGULATED COMMON MOTOR CARRIER OF INTRASTATE COMMERCE

| 2. Violation | NRS/NAC | ☐ CFR ☐ Other |
|---|---|---|
| UNLAWFUL ADVERTISING | 706.758 | |

To wit: RESPONDENT DID ADVERTISE PASSENGER TRANSPORTATION W/O REG. CPCN

I certify (or declare) under penalty of perjury under the laws of the State of Nevada that I have grounds/probable cause to believe and do believe that above named respondent committed the above infraction(s) and or violation(s) contrary to law.

| Officer/Complainant's PRINTED Name | Officer/Complainant's Signature | P No. | Date |
|---|---|---|---|
| JOHNSON | [signature] | JJ32 | 12/5/14 |

The potential fine for each of the above violations is up to $10,000. You are hereby notified to appear before the Nevada Transportation Authority at:

☒ **2290 S. Jones, Suite 110, Las Vegas, Nevada 89146**

☐ **1755 E. Plumb Lane, Suite 216, Reno, Nevada 89502**

on the 30 day of DECEMBER, 2014, at 1:30 P.M.

Signature [signature]

**I promise to appear at the time and place indicated.**

Carefully review the explanation of rights, responsibility to appear, the consequences of failing to appear and notice of hearing set forth on the reverse side of this citation. ***Signing of this citation constitutes a promise to appear in this matter and is an acknowledgement that you have been advised to carefully review the information contained on the reverse side of this citation. Signing does not constitute an admission of guilt or culpability.***

***Please read back of citation carefully →→***

**WHITE—Complaint; GREEN—Notice to Appear**

(NSPO Rev. 8-07) (O) 2803

ENTERED 12/8/14 EBB CAL

BRIAN SANDOVAL
*Governor*

STATE OF NEVADA

BRUCE BRESLOW
*Director B&I*

ANDREW J. MACKAY
*Chairman*
GEORGE ASSAD
*Commissioner*
KEITH SAKELHIDE
*Commissioner*

DEPARTMENT OF BUSINESS AND INDUSTRY
**NEVADA TRANSPORTATION AUTHORITY**

April 13, 2015

Marcus Block
504 Brush Street
Las Vegas, NV 89107

SUBJECT: **ORDER OF THE AUTHORITY**

Dear Marcus Block:

On April 2, 2015, you were fined $6,000 by the State of Nevada Transportation Authority (NTA) for Citation number 17250 for a violation of Chapter 706 of the Nevada Revised Statutes/Nevada Administrative Code with $4,000 held in abeyance pursuant to the conditions set forth in the enclosed Order of the Authority.

Your payment of $2,000 must be received no later than May 3, 2015. Payments may be mailed or hand delivered to either of our office locations. We accept payments between the hours of 8:00 am and 5:00 pm, Monday through Friday.

If payment is not received in twenty (20) days from the date of this letter, your driver's license will be suspended and this matter will be turned over to a collection agency. Any amount that was held in abeyance in return for timely payment of the amount owed will become due and subject to collection. Pursuant to NRS Ch. 353C, if your debt is turned over to a collection agency, you will be required to pay a 2 percent fee to the State Controller, as well as collection costs and fees of up to 35 percent of the debt or $50,000, whichever is less. Information concerning your debt can be placed on the Controller's website for public inspection. NRS Chapter 353C also allows that the State may suspend, cancel, or refuse to renew certain licenses and permits you and your company may hold.

Questions concerning this matter should be directed to Ron Delgado at 702-486-3303, extension 401.

Sincerely,

Marilyn Skibinski
Deputy Commissioner

Enclosure

Via First Class and Certified Mail #7012 2210 0002 3156 8815

BRIAN SANDOVAL
*Governor*

STATE OF NEVADA

BRUCE BRESLOW
*Director B&I*

ANDREW J. MACKAY
*Chairman*
GEORGE ASSAD
*Commissioner*
KEITH SAKELHIDE
*Commissioner*

DEPARTMENT OF BUSINESS AND INDUSTRY
# NEVADA TRANSPORTATION AUTHORITY

April 20, 2015

Marcus Block
504 Brush Street
Las Vegas, NV 89107

SUBJECT: **PAYMENT PLAN**

Dear Marcus Block:

On April 2, 2015, you were fined $6,000 by the State of Nevada Transportation Authority (NTA) for Citation number 17250 for a violation pursuant to Chapter 706 of the Nevada Revised Statutes/Nevada Administrative Code, with $4,000 held in abeyance pursuant to the conditions set forth in the Order of the Authority.

You have requested and been approved for a payment plan to satisfy your debt of $2,000 to the State of Nevada. You have agreed to make ten (10) monthly payments of $200 by the 15th day for the months of May 2015 through February 2016. If you fail to meet the terms of this payment plan, any amount held in abeyance in return for timely payment of the amount owed in this matter will also become due, the entire amount will be submitted for collection action and a notification will be sent to the Department of Motor Vehicles to suspend your driver's license.

Furthermore, pursuant to NAC 706.229 and NAC 706.3751 as amended by LCB File No. 111-10, you may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) if you fail to pay a fine owed to the Authority, fail to appear for a hearing on an administrative citation, or are found in violation of NRS 706 or NAC 706 more than five times within three years. Names of disqualified drivers are placed on the NTA's website.

Sincerely,

Ron Delgado
Management Analyst
(702) 486-3303, ext. 401

BRIAN SANDOVAL
*Governor*

STATE OF NEVADA

BRUCE BRESLOW
*Director B&I*

ANN WILKINSON
*Chairman*
GEORGE ASSAD
*Commissioner*
KEITH SAKELHIDE
*Commissioner*

DEPARTMENT OF BUSINESS AND INDUSTRY

# NEVADA TRANSPORTATION AUTHORITY

February 2, 2016

Marcus Block
504 Brush Street
Las Vegas, NV 89107

SUBJECT: **FINAL NOTICE**

Dear Marcus Block:

Our letter dated April 20, 2015 confirmed that a payment plan was arranged per your request for Citation number 17250 where a fine was levied in the amount of $6,000 with $4,000 held in abeyance pursuant to the conditions set forth in the Order of the Authority. As of this date, we have received only $850 from you. You failed to comply with the payment plan agreement. This letter will serve as final demand that you pay the sum of $1,150 to the NTA within fourteen (14) days from the date of this letter. Payments may be mailed or hand delivered to either of our office locations.

Your driver's license will be suspended and this matter will be turned over to a collection agency. Any amount that was held in abeyance in return for timely payment of the amount owed will become due and subject to collection. Pursuant to NRS Ch. 353C, if your debt is turned over to a collection agency, you will be required to pay a 2 percent fee to the State Controller, as well as collection costs and fees of up to 35 percent of the debt or $50,000, whichever is less. Information concerning your debt can be placed on the Controller's website for public inspection. NRS Chapter 353C also allows that the State may suspend, cancel, or refuse to renew certain licenses and permits you and your company may hold.

Furthermore, an individual may be disqualified from driving taxicabs (outside of Clark County) or charter limousines (statewide) for failure to pay a fine owed to the Authority, failure to appear for a hearing on an administrative citation, or are found in violation of NRS 706 or NAC 706 more than five times within three years. Names of disqualified drivers are placed on the NTA's website.

Sincerely,

Christopher A. Schneider
Deputy Commissioner

Via First Class Mail and Certified Mail #7014 2870 0000 2820 8805

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY

# NEVADA TRANSPORTATION AUTHORITY
# RECEIPT

No. 19028

Date 5/15/15

Received from Marcus Block

Amount One hundred fifty $ 150 00

| Van Pool | Limo | Taxi | Tow | Warehouse | Filing Fee | Copy | Citation/Impound | Pub Costs | Other |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 17250 | | |

| | Check / Money Order Number |
|---|---|
| [X] Cash | |
| [ ] Check | |
| [ ] Money Order | |
| [ ] Cashier's Check | |

MEMO

$2000 00
- 150 00
$1,850

Received by: D. Kirk

2290 S. JONES BLVD., SUITE 110, LAS VEGAS, NV 89146

1755 E. PLUMB LANE, SUITE 216, RENO, NV 89502

(NSPO Rev. 1-14)

(O) 4612

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
NEVADA TRANSPORTATION AUTHORITY

# RECEIPT

No. 19083

Date 5/20/15

Received from Marcus Block

Amount Fifty — $ 50 00

| Van Pool | Limo | Taxi | Tow | Warehouse | Filing Fee | Copy | Citation/Impound | Pub Costs | Other |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 1750 | | |

- [x] Cash
- [ ] Check
- [ ] Money Order
- [ ] Cashier's Check

Check / Money Order Number

MEMO

$1,850
- 50
$1,800

Received by: D.K.K

2290 S. JONES BLVD., SUITE 110, LAS VEGAS, NV 89146

1755 E. PLUMB LANE, SUITE 216, RENO, NV 89502

(NSPO Rev. 1-14)

(O) 4612

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY

# NEVADA TRANSPORTATION AUTHORITY
# RECEIPT

No. 19315

Date 6/17/15

Received from Marcus Block

Amount Two hundred

$ 200.00

| Van Pool | Limo | Taxi | Tow | Warehouse | Filing Fee | Copy | Citation/Impound | Pub Costs | Other |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 17250 | | |

| | Check / Money Order Number |
|---|---|
| ☒ Cash<br>☐ Check<br>☐ Money Order<br>☐ Cashier's Check | |

MEMO

1,800.00
-200
$1,600.00 Bail

Received by: D. Kirk

2290 S. JONES BLVD., SUITE 110, LAS VEGAS, NV 89146

1755 E. PLUMB LANE, SUITE 216, RENO, NV 89502

(NSPO Rev. 1-14)

(O) 4612

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
NEVADA TRANSPORTATION AUTHORITY

# RECEIPT

No. 19550

Date 7/14/15

Received from Marcus Block

Amount One hundred — $ 100 00

| Van Pool | Limo | Taxi | Tow | Warehouse | Filing Fee | Copy | Citation/Impound | Pub Costs | Other |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 17250 | | |

| | Check / Money Order Number |
|---|---|
| [X] Cash<br>[ ] Check<br>[ ] Money Order<br>[ ] Cashier's Check | |

MEMO
#1,600 =
-100 =
$1,500 Bal

Received by: D. Kirk

2290 S. JONES BLVD., SUITE 110, LAS VEGAS, NV 89146

1755 E. PLUMB LANE, SUITE 216, RENO, NV 89502

(NSPO Rev. 1-14)

(O) 4612

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY

# NEVADA TRANSPORTATION AUTHORITY
# RECEIPT

No. 19575

Date 7/22/15

Received from Marcus Block

Amount One hundred

$ 100 00

| Van Pool | Limo | Taxi | Tow | Warehouse | Filing Fee | Copy | Citation/Impound | Pub Costs | Other |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 1725 | | |

- [x] Cash
- [ ] Check
- [ ] Money Order
- [ ] Cashier's Check

Check / Money Order Number

MEMO

$1,500
-100
$1,400 Bail

Received by: D. Kick

2290 S. JONES BLVD., SUITE 110, LAS VEGAS, NV 89146

1755 E. PLUMB LANE, SUITE 216, RENO, NV 89502

(NSPO Rev. 1-14)

(O) 4612

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
NEVADA TRANSPORTATION AUTHORITY

# RECEIPT

No. 20211

Date 9/4/15

Received from Marcus Block

Amount Two hundred fifty dollars $ 250 00

| Van Pool | Limo | Taxi | Tow | Warehouse | Filing Fee | Copy | Citation/Impound | Pub Costs | Other |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 17250 | | |

| | Check / Money Order Number |
|---|---|
| [X] Cash | |
| [ ] Check | |
| [ ] Money Order | |
| [ ] Cashier's Check | |

MEMO

$1400 00
250 00
1150 00 Balance

Received by: Karen Kay

2290 S. JONES BLVD., SUITE 110, LAS VEGAS, NV 89146

1755 E. PLUMB LANE, SUITE 216, RENO, NV 89502

(NSPO Rev. 1-14)

(O) 4612

**From:** Debt Collection Email
**To:** nta
**Cc:** Ron Delgado
**Subject:** Re: NTA Citation 17250 Debt Remedy Options
**Date:** Thursday, January 14, 2021 10:31:48 AM

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Hello,

I do show the payment pending, since it was made today, and it looks like it will be on my report tomorrow morning, good to go.

I hope that helps!

Thank you,
Reese

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**From:** Hope Dibartolomeo <hdibart@nta.nv.gov> on behalf of nta <nta@nta.nv.gov>
**Sent:** Thursday, January 14, 2021 9:40 AM
**To:** Debt Collection Email <dcemail@controller.state.nv.us>
**Cc:** Ron Delgado <rdelgado@nta.nv.gov>
**Subject:** FW: NTA Citation 17250 Debt Remedy Options

Good morning,

The debtor has provided us this confirmation of payment. Please confirm payment plan terms and if payment has cleared as received.

Sincerely,
***Hope DiBartolomeo, Management Analyst***
Phone: (702) 486-3303 | Direct: (702) 486-6533 | Fax: (702) 486-2590 | E: hdibart@nta.nv.gov
Nevada Transportation Authority
Nevada Department of Business and Industry
"Growing business in Nevada"
This communication, including any attachments, may contain confidential information and is intended only for the individual or entity to which it is addressed. Any review, dissemination or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and delete all copies of the original message.

**From:** Marcus Block <blockmarcus66@gmail.com>
**Sent:** Thursday, January 14, 2021 9:13 AM
**To:** nta <nta@nta.nv.gov>
**Subject:** Re: NTA Citation 17250 Debt Remedy Options

Good morning..below is the payment i made...i also have the $50 for the petition for reconsideration..please call me as soon as possible..310 346 4047.. thank you

On Tue, Jan 12, 2021, 10:17 AM nta <nta@nta.nv.gov> wrote:

> Good morning Mr. Block,
>
> Per our conversation this morning, your debt in the total amount of $5,150 was sent to State Controller's Office Collection Unit and your driver's license was suspended due to your failure to make timely payment on the citation fine. Unfortunately, we are not able to administratively adjust the fine. The following options are available for you to remedy your fine at this time:
>
> You may contact the State Controller's Office Debt Collection (SCO) to secure a payment plan by calling 775-684-5783 or via their email at dcemail@controller.state.nv.us. Please note they have been cc'd as a courtesy. If you should reach their voicemail please do leave a message for you return call. **Once you are able to secure an arrangement and make initial payment with the SCO, they will notify the NTA and we will be able to send confirmation of our release to DMV. Please let me know once you have completed this portion.**
>
> In addition to the instructions provided above, if you would like to seek reconsideration of the fine amount and/or order issued by the NTA, you are able to do so via filing a Petition for Reconsideration form. This affords you the ability to be heard for reconsideration before the Authority Commission. This process has an associated filing fee of $50. If this is something you would like to consider, you may return the completed form with payment of $50 filing fee to either of our office locations (listed below). If the filing and fee is received on or before February 4, 2021 (filing deadline), the reconsideration can be scheduled for the General Session Meeting which is tentatively scheduled for March 4, 2021. A copy of this form is attached for convenience and is also available on our website:
>
> http://nta.nv.gov/uploadedFiles/ntanvgov/content/Forms/PetitionForReconsideration-ADA.pdf
>
> **Nevada Transportation Authority**
>
> **Las Vegas Office**
> **3300 W. Sahara Ave. Ste. 200**
> **Las Vegas, NV 89102**
>
> **Reno Office**
> **1755 E. Plumb Ln. Ste. 229**
> **Reno, NV 89502**
>
> Please let us know if you have any additional questions.
> Sincerely,
> ***Hope DiBartolomeo for NTA***
> **Las Vegas Office Phone: (702) 486-3303 | Fax: (702) 486-2590**
> **Reno Office Phone: (775) 688-2800 | Fax: (775) 688-2802**
>
> 
> 
>
> This communication, including any attachments, may contain confidential information and is intended only for the individual or entity to which it is addressed. Any review, dissemination or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and delete all copies of the original message.

**From:** Debt Collection Email
**To:** Ron Delgado
**Cc:** Hope Dibartolomeo
**Subject:** Re: SA# 17250 - Marcus Block
**Date:** Wednesday, February 17, 2021 11:05:54 AM
**Attachments:** image.png
Outlook-5rtvzko5.png

---

Hello,

Here is the account summary for Mr. Block:

**Debt**

| | | | |
|---|---|---|---|
| Total Amount Placed | $5,150.00 | Total Adjustments | $0.00 |
| Total Payments | $50.00 | Total Interest | $0.00 |
| Total Fees | $367.86 | Total Amount Owed | $5,517.86 |
| Total Remaining Balance | $5,467.86 | | |

Thank you,
Reese

Office of the State Controller - Debt Collection
101 N. Carson St., #5, Carson City, NV 89701
dcemail@controller.state.nv.us
Office: 775-684-5783 Fax: 775-684-5604

To make a payment online visit us at: scodebtpay.nv.gov

This communication, including any attachments, may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and delete all copies of the original message.

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**From:** Ron Delgado <rdelgado@nta.nv.gov>
**Sent:** Wednesday, February 17, 2021 10:55 AM
**To:** Debt Collection Email <dcemail@controller.state.nv.us>
**Cc:** Hope Dibartolomeo <hdibart@nta.nv.gov>

**Subject:** SA# 17250 - Marcus Block

Please provide a current breakdown of Marcus Block's debt account, SA# 17250. Thank you.

**Regards,**

**Ron Delgado | Management Analyst III**
State of Nevada | Department of Business & Industry | **Nevada Transportation Authority**
3300 W. Sahara Ave, Suite 200
Las Vegas, NV 89102
T: (702) 486-6528 | F: (702) 486-2590 | E: rdelgado@nta.nv.gov




**As a precaution to the COVID-19 crisis, the Nevada Transportation Authority (NTA) offices will be closed to the public until further notice. Please check our website frequently for processing updates at http://nta.nv.gov.**

**If you have an inquiry which needs immediate assistance, you may contact the NTA by email at nta@nta.nv.gov. You may also call our front reception via (702) 486-3303 or (775) 688-2800 and your call will be routed accordingly. In the event our voicemail is received, please be sure to leave a voicemail for a return call.**

(This communication, including any attachments, may contain confidential information and is intended only for the individual or entity to which it is addressed. Any review, dissemination or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and delete all copies of the original message.)

21-01017

STEVE SISOLAK
*Governor*

STATE OF NEVADA



RECEIVED
JAN 19 2021
Nevada Transportation Authority
Las Vegas, Nevada

TERRY REYNOLDS
*Director A&T*
DAWN GIBBONS
*Chairman*
GEORGE ASSAD
*Commissioner*
DAVID NEWTON
*Commissioner*

DEPARTMENT OF BUSINESS AND INDUSTRY
**NEVADA TRANSPORTATION AUTHORITY**

**PETITION FOR RECONSIDERATION**

Docket /Citation/Impound/Permit #: 1047144-17250

Driver/Company Name: Marcus Block Telephone: 310-346-4047

Mailing Address: 13111 S. San Pedro St #12 Los Angeles, CA 90061

Reason for request: I Am Humbling Requesting Reconsideration of the fines I owe to be lowered back to original order. At the time of original order I was finiacal stable, and was able to make timely payments. Unfortunately not too long after making my last payment alot of things happen in my life back to back. Death of my grandmother, loss of job, etc. I was forced to move back to California and take care of family business due to my grandma death. I want to pay what I owe. I already made a payment as good faith on my part. So please consider establishing the original order. I will make monthly payments on time. Thank you

Signature: _____ Date: 01-14-21

$50 Filing Fee

Las Vegas: 3300 W. Sahara Ave, Suite 200, Las Vegas, Nevada 89102 (702) 486-3303 • Fax (702) 486-2590
Reno: 1755 East Plumb Lane, Suite 229, Reno, Nevada 89502 (775) 688-2800 • Fax (775) 688-2802
Website: www.nta.nv.gov

# Agenda Item# 78

**Strip Limousine Services, LLC Operated by Strip Limo, LLC**
**Temporarily Transfer Operating Rights**
**Docket 18-03017**
**March 4, 2021 General Session**

On March 13, 2018, a joint application for temporary transfer of operating rights from Strip Limousine Services, LLC ("SLS") to Strip Limo, LLC ("Strip") was filed. The application was granted and the temporary transfer was set to expire on November 9, 2020.

On October 22, 2020, a Petition to Extend Temporary Transfer of Operating Rights and Request for Interim Authority was filed by Brent Carson, Esq. on behalf of the parties. Mr. Carson, part owner of SLS, has indicated that SLS and Strip have agreed to a purchase and sale of CPCN 1131. The extension was requested for a period of nine (9) months.

Commissioner Newton, acting as hearing officer in the matter, granted the Petition for Interim Authority on October 29, 2020 which was granted by the full Authority at the November 19, 2020 general session.

> **November 19, 2020 general session minutes:**
>
> **Docket 18-03017** The expired Temporary Transfer of Operating Rights of Strip Limousine Services, LLC d/b/a Strip Limo, d/b/a SLS granted under CPCN 1131, Sub 1, to Strip Limo, LLC and the Petition for an extension of the period for temporary transfer of operation rights for an additional nine (9) months and the Petition for interim approval. Staff investigation concluded.
>
> *Applications Manager Liz Babcock summarized the procedural history of the application and indicated the Sale and Transfer application has not yet been filed. Staff supports the request but asks that a time limitation be placed on the filing. Brent Carson, Esq. appeared on behalf of the Applicants and indicated the filing could be made within 45 days.*
>
> *Approved with a 45 day filing requirement 3-0*

As of the date of this writing, February 19, 2021, the application for a sale and transfer has not been filed.

# Agenda Item# 79

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: The Application of Carevans Medical Transport Services, LLC d/b/a/ Carevans for an Expansion of Operating Authority granted under Certificate of Public Convenience and Necessity 1117, Sub 1. | ) | Docket 19-08012 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

**ORDER**

The Nevada Transportation Authority makes the following findings of fact and conclusions of law:

1. That on August 8, 2019, Carevans Medical Transport Services, LLC d/b/a Carevans ("Applicant") or ("Carevans") filed an Application with the Nevada Transportation Authority ("NTA") or ("Authority") seeking to expand their authority granted under Certificate of Public of Convenience and Necessity ("CPCN") 1117, Sub 1. The Applicant seeks to increase the size of its fleet from 4 vehicles to 7 vehicles. Said Application is designated as Docket 19-08012.
2. That on August 12, 2019, this matter was properly noticed to the public. The notice set forth a deadline of September 12, 2019. On September 9, 2019, GMTCARE, LLC ("GMT") or ("Intervenor"), by and through its attorney Brent Carson, Esq., filed a timely Petition for Leave to Intervene in which intervenor status was granted. On September 12, 2019, Medlife Transportation, LLC d/b/a Medlife Transportation filed a timely Petition for

Leave to Intervene. No other Petitions for Leave to Intervene or Protests were filed.

3. That on March 9, 2020, GMT filed a request for interrogatories and production of documents from Applicant. The Applicant responded on August 24, 2020.
4. In accord with the hearing notice, on January 15, 2021, the Authority convened a hearing on the Application before Commissioner George Assad, Presiding Officer. Appearing on behalf of the Applicant were Ruth Latulippe and Steven Latulippe. Applicant was represented by Counsel James S. Kent, Esq.
5. Appearing on behalf of GMT was Emil Bejgu who was represented by Counsel Brent Carson, Esq., and Kimberly Maxton-Rushton, Esq. Kerry Tritschler, private investigator also appeared on behalf of GMT.
6. Appearing on behalf of the Authority were Liz Babcock, Applications Manager; Yvonne Shelton, Financial Analyst; and Desiree Main, Compliance Audit Investigator. The Authority was represented by Louis V. Csoka, Esq., Deputy Attorney General.
7. Applicant offered and Commissioner Assad accepted into evidence one exhibit, marked as Applicant's Exhibit 1. Intervenor offered and Commissioner Assad accepted exhibits marked as Intervenor's Exhibits 1, 2, 3 6, and 7. Intervenor's Exhibits 4, 5, 8, 9, and 10 were allowed for impeachment purposes and not for their substantive value. They were not admitted as evidence.

STEVEN LATULIPPE / APPLICANT

8. Mr. Latulippe testified that Carevans is owned equally between Mr. Latulippe and Mrs. Latulippe. Carevans has been in business for 10 years and is currently located at 8440 W. Lake Mead, Unit 210, Las Vegas, Nevada.
9. The purpose of the application is to expand Carevans' fleet from 4 vehicles to 7 vehicles.

10. Mr. Latulippe supervises the daily operations of the company and Mrs. Latulippe is solely responsible for the financial part of the business. Each hospital requesting service is billed directly. Carevans does not bill insurance companies. Additionally, Carevans provides rides to individual patients upon request.
11. Carevans employs 28 drivers. If granted an expansion, Carevans would hire 8 more drivers. Currently, Carevans is booked solid. Their customers are demanding more times than they can accommodate.
12. Mr. Latulippe has obtained Letters of Intent from two medical providers, Kindred Healthcare and Horizon Ridge. Their requests will generate 85 additional runs per week. Currently each Carevans vehicle operates an average of 12 hours per day.
13. On cross examination Mr. Latulippe admitted that he made errors on the 2018 Annual Report. Intervenor's Exhibit 2, page 7 reflects an incorrect number of rides. Mr. Latulippe further stated that the 10,000 rides indicated on the report is actually 1,000 rides, but has no bearing on total revenue. Mr. Latulippe also testified that the mileage on page 7 of Intervenor's Exhibit 2 was also incorrect. It again has no bearing on their total revenue since each vehicle has consistently averaged 12 rides per day.
14. During cross examination, the Intervenor offered, and Commissioner Assad accepted into evidence Intervenor's Exhibit 10, which consists of Carevans' Medicaid ("MTM") rides from February 2017 to October 2020. During that time Carevans provided 13,720 rides, or 38 trips per day, which averages 9 rides per vehicle.
15. Mr. Latualippe testified that the 2019 Annual Report reflects that Caravans only used 4 vehicles to generate a gross revenue of $1,852,566. The total number of company rides were 45 rides per day, which averages 11.2 rides per day per vehicle. Carevans operates

365 days per year and never closes. They have 7 vehicles in their fleet. Currently, the three extra vehicles are used for training, exchanging crews, to pick up oxygen, errands, and supplies.

16. Mr. Latulippe further testified that vehicles, 7, 15, 16, are not used for NTA rides.

17. That when asked about Intervenor's Exhibit 8, depicting vehicle 15 located in a hospital parking lot, Mr. Latulippe stated vehicle 15 was not providing a ride, but providing support services.

18. Mr. Latulippe testified that all 7 of his vehicles listed on page 8 of Intervenor's Exhibit 3, are fully insured and carry 1.5 million dollars of insurance. The premium for each vehicle is approximately $13,000 per year.

RUTH LATULIPPE/APPLICANT

19. Mrs. Latulippe testified that she owns the Carevans company with Mr. Latulippe. She has been a licensed CPA since 1989. She is responsible for Carevans financials which included processing the Application. The Application was filed in August of 2019. In May of 2019 Carevans had 61% equity in the company. Currently, Carevans has 13 times more assets than liabilities. There will be no increase in costs since Carevans already owns the three extra vehicles.

20. On cross examination Ms. Latulippe testified that she has no operational input for the company and operations are handled by Mr. Latulippe. Her role is to oversee the financials by balancing monthly bank statements. The day-to-day billing is handled by a Carevans' accounting clerk.

21. Mrs. Latulippe further acknowledged that the 2018 financial statement did contain errors. She explained that due to a family emergency, the 2018 financial statement was completed

by her husband. That Line 2 should have been 91% and not 76%. However, none of the errors in the 2018 statement change the financial position of the company.

EMIL BEJGU / INTERVENOR

22. Mr. Bejgu testified that he is the owner and CEO of GMT, which has been in business for 10 years. Currently GMT operates 30 vehicles. GMT has applied for 3 different expansions. All non-emergency medical transport operators' rates are about the same.

23. That GMT's 2020 vehicle insurance costs were approximately $17,000 per vehicle. In 2020, GMT did approximately 56,000 rides. In 2019, GMT did approximately 40,000 rides. That GMT's vehicles are mostly busier Monday to Friday.

24. After reviewing the Applicant's financials, Mr. Beigu testified that a large discrepancy exists when comparing the revenue, they generated to the number of vehicles they operate. Mr. Beigu stated," It appears to be impossible to generate that amount of revenue. Based on my calculations that comes out to be $463,139 generated revenue per vehicle. That is based on 4 vehicles. GMT Care only generated about $200,000 per vehicle for the same year. The Applicant's figures equate to double what my company generates working 7 days a week 24 hours a day. "

25. Mr. Beigu further testified, "When I examined the annual report for Metlife, another non-medical transport company, they operate 3 vehicles. In the same year they generated $172,000 per vehicle which is less than half of what the Applicant generated. Some of the other carriers such as Medcoach did $138,000 per vehicle. AMR only generates $101,000 per vehicle. MTC does $92,000 per vehicle. Again, the Applicant's vehicles are generating $463,000 per vehicle which is impossible."

26. Mr. Beigu further testified, "What I have observed is all 7 vehicles for the Applicant

traveling on the street when they are only supposed to be operating 4 vehicles without a current CPCN. I have also seen advertisements that the Applicant is the largest carrier operating 15 vehicles which is not true. We have observed the Applicant loading and unloading patients into their vehicles which do not have a CPCN on it."

27. Mr. Beigu requested that his staff take photographs of the Applicant's vehicles. He further testified that the photograph in Intervenor's Exhibit 4 was sent by an employee to his cell phone on January 22, 2020. The photo shows the Applicant's vehicle at Southern Hills Hospital. The photo depicts Caravans' employees picking up patients in vehicle number 15, which is a non CPCN authorized vehicle.

28. Mr. Beigu further testified that Intervenor's Exhibit 5 portrays a Carevans vehicle on June 24, 2019, traveling on Rampart without a CPCN. Based on his observations Mr. Beigu hired a private investigator. The private investigator provided Mr. Beigu with several videos and photographs.

29. On cross examination Mr. Beigu stated that based on his experience, 3 more Carevans vehicles would require 24 additional drivers. The Applicant is only requiring 8 additional drivers. That is a big red flag. According to Mr. Beigu each vehicle requires 6 drivers.

30. Mr. Beigu further testified that his vehicles only operate at about 50% capacity on Saturdays, and about 10% on Sundays. $463,000 per vehicle is about 12.6 transports per day, which seems impossible because that is a transport every hour. That it is impossible to generate $1.8 million dollars of business while only operating 4 vehicles.

31. The Intervenor's next witness was Kerry Tritschler, private investigator. Applicant's Counsel objected to his testimony and stated any evidence obtained by Mr. Tritschler should be excluded since no prior disclosure was made to the Applicant. Additionally,

pursuant to NRS 50.085(3), evidence used to attack the witness's credibility may not be shown by extrinsic evidence. Impeachment must be during cross examination and in this case it is not.

32. Intervenor's Counsel argued that the witness and evidence about to be presented is for impeachment purposes only. Mr. Carson stated, "During the Applicant's direct we did ask the Applicant about the days in question that the next witness is going to testify to."

33. Commissioner Assad allowed Mr. Tritschler to testify and ruled that all testimony and evidence presented by Mr. Tritschler would only be permitted for impeachment purposes and would not have any substantive value.

KERRY TRITSCHLER / PRIVATE INVESTIGATOR

34. Mr. Trirschler testified, "I am currently a private investigator employed by my own company, CESC Investigations. I have been a PI since 2011. Prior I was employed by Las Vegas Metro for 25 years. I have also testified as an expert witness for video forensics. "

35. That he was hired by GMT Care to conduct surveillance on Carevans on February 28, 2020. His assignment was to find out if Carevans was using uncertificated vehicles to pick up patients. Tritschler's surveillance was performed by taking photographs and videos of Carevans' place of business at 2121 Island Harbor Drive. Surveillance was conducted on February 28, 2020 and March 2, 2020.

36. Mr. Tritschler focused on vehicles 7, 15, and 16, which did not have a CPCN. On February 28, 2020, Mr. Tritschler observed Carevans' employees approach vehicle 16 at 8:01 am. Mr. Tritschler followed the vehicle to a North Las Vegas residential address. The vehicle then picked up a wheelchair patient. After loading the patient, Mr. Tritschler followed the vehicle to a location off Smoke Ranch. The entire ride took about 45 minutes.

37. On March 2, 2020, Mr. Tritschler followed vehicle 16, to another North Las Vegas residential address. Mr. Tritschler could not remember if the patient was in a wheelchair or lying on a gurney. There was no CPCN attached to the vehicle. Both vehicles he followed were photographed and video recorded.

38. Intervenor's counsel requested that the video recorded on February 28, 2020 of vehicle 16 be played.

39. Counsel requested the video be advanced to the time of 8:25. Mr. Tritschler further testified that when the vehicle stops, a CPCN sticker is not visible. The video was then advanced to 8:35. Mr. Tritschler testified he was following vehicle 16 into a North Las Vegas residential area. While viewing the video Mr. Tritschler was unable to identify the street on which the residence was located. The video shows Carevans' employees loading a wheelchair patient into their van.

40. Counsel then requested video 9 be played. Mr. Tritschler testified that he followed vehicle 16 to a medical facility called "Nevada Kidney" near Smoke Ranch. The patient was then off loaded and taken into the facility.

41. Mr. Tritschler further testified that on March 2, 2020, his surveillance started at 5:45 am. When asked, he was unable to determine how many vehicles were parked in the Carevans parking lot. He followed vehicle 15 to another North Las Vegas residence where he observed one patient being loaded. Vehicle 15 transported the patient to an unknown medical facility. Mr. Tritschler testified that at the time of the ride, vehicle 15, did not have a CPCN on it.

42. Commissioner Assad asked Counsel if a vehicle could have a CPCN sticker located on the side and not the back. Applicant's Counsel responded by stating, NAC 706.170 allows

for a CPCN to be attached to the side of a vehicle. Commissioner Assad asked Mr. Tritschler if he observed a CPCN sticker attached to the side of the vehicle. Tritschler replied," I did not see any sir."

43. On cross examination Mr. Tritschler testified that he was not aware if Carevans' vehicles had CPCN stickers attached to any other area but the back of the vehicle.

44. Mr. Latulippe was then recalled refuting the impeachment testimony presented by the Intervenor. Mr. Latulippe testified that vehicle 16 depicted in the Intervenor's video was performing a charitable free transport ride. The ride was pursuant to NRS 706.351, which grants the rules for free transportation. Mr. Latulippe further testified that it is common practice for Carevans to provide charitable rides, and that charitable rides are not illegal.

DESIREE MAIN / COMPLIANCE AUDIT INVESTIGATOR II

45. Investigator Main testified that she has been a Compliance Audit Investigator for the last 5 years. Her job entails meeting with new carriers and ensuring they are compliant with all statutes and regulations.

46. Investigator Main was assigned to a background investigation for the Applicant on August 13, 2019. The State offered and Commissioner Assad excepted the Main's Investigation Report which was entered into evidence and marked as State's Exhibit 1.

47. Investigator Main met with the Applicant on September 18, 2019 after the Application for Expansion was submitted. Investigator Main stated that after conducting the investigation she determined that the Applicant was operational fit, and she supports the Application.

48. On cross examination Investigator Main stated that after the investigation, Applicant was cited for NAC 706.247(3), failure to obtain mechanic and second driver signatures on a Daily Vehicle Inspection Report ("DVIR").

49. Investigator Main explained that when she conducted a site inspection of the Applicant, no vehicles were present to inspect. She stated, "Not inspecting vehicles is a common practice since the NTA does not try to hinder businesses in any way." Investigator Main further testified that in 2019, 4 Carevans vehicles were issued CPCN stickers. Unit 16 was placed into service on August 20, 2020 and Unit 15 was placed into service on May 20, 2020. Investigator Main also explained that CPCN numbers should be a minimum of two inches in height with contrasting colors and attached to the rear bumper.

50. Commissioner Assad asked which vehicles have CPCN numbers and which vehicles provide MTM rides according to the evidence. Ms. Maxton-Rushton answered that Intervenors Exhibit 1 shows that the only vehicles that have CPCN numbers are units 11, 12, 14, and 10.

51. Ms. Maxton-Rushton further stated that according to Intervenor's Exhibit 10, Caravans did not provide any MTM rides in 2019, and the MTM rides in 2020 did not begin until late March.

52. On cross examination, Investigator Main agreed that according to NAC 706.170, a non-emergency medical transport carrier vehicle is not required to have a CPCN attached or visible on the rear bumper.

YVONNE SHELTON / FINANCIAL ANALYST

53. Financial Analyst Shelton testified that she has been employed with the NTA since 2008 and is a Certified Public Accountant. She reviewed the financials, tariff, and the market that was included in the application. Shelton stated that she supports the Application after reviewing the June 30, 2020 balance sheet which reports a 60% equity ratio, and a current ratio of 13 to 1. Shelton found that Caravans Application met all NTA's financial

requirements.

54. Financial Analyst Shelton explained that all three vehicles listed in the expansion Application were owned by the carrier and included on the balance sheet.

55. Financial Analyst Shelton further explained that Carevans' potential market was verified by two medical facilities. Horizon Ridge projected 25 one-way transports per week, and Kindred Health Care predicted 50 to 60 one-way transports per week. Both facilities commented that not enough transport vehicles were on the road causing patients very long wait times. Financial Analyst Shelton stated that she supports the Application.

LIZ BABCOCK / APPLICATIONS MANAGER

56. Applications Manager Babcock testified that she has been employed by the NTA for 13 years. That based on the Application presented, Caravans is operationally and financially fit and she supports the Application. Babcock was not aware of any complaints that have been filed against the Applicant. When asked, Babcock further stated, "Even though the rides per day seem high, I still support the Application. "

CLOSING

57. The Applicant argues that the amount of business generated by Carevans should not be in question, since they operate their vehicles 10 to 12 hours per day. Non-medical emergency transportation is at an all-time high. Since Carevans filed their Application for expansion, GMT has been granted interim authority to operate 10 additional vehicles without any examination of GMT's financials. Carevans maintains that the allegations against the Applicant are false, that they meet all the necessary requirements, and the expansion for 3 vehicles should be granted.

58. The Intervenor argues that the Applicant cannot be rewarded for operating illegally,

falsifying documents, and making excuses for their actions. That the 2018 Annual Report had significant errors in it which created an inflation of rides. That there are only two types of rides: MTM and CPCN rides. That the Applicant inflated their numbers because they are using all seven vehicles for CPCN rides. That the video and photographic evidence presented clearly showed that the Applicant was providing illegal CPCN rides. The Applicant's credibility is highly questionable, and the Application should not be granted.

59. The State argues that of the three parties in this case, only one party, the Intervenor, is against the Application. The NTA staff supports the Application, and it would be improper for the NTA to consider illegal activity on the part of the Applicant without first verifying its validity. In this case no investigation or adjudication has ever taken place. The Application should be granted.

## CONCLUSION OF LAW

1. Based on the records pertaining to the Application, the testimony and evidence presented at the hearing, Commissioner Assad finds and concludes that the Applicant was operating multiple CPCN vehicles without the proper authority and submitted falsifying documents to validate a potential market. Intervenor's video evidence clearly demonstrates that the Applicant was providing illegal CPCN rides in several unauthorized vehicles. That Applicant's credibility is at issue. Pursuant to NRS 706.391, the Authority concludes that the Applicant is not financially or operationally fit at this time.

## DISCUSSION

Commissioner Assad, having fully considered the above-mentioned Findings of Fact and Conclusions of Law recommended to the Authority that the Application on file herein to expand operations under Applicant's CPCN 1117, Sub 1, be **DENIED.**

BASED ON THE FOREGOING, it is ORDERED that:

1. The Application on file herein to expand operations under Applicant's CPCN 1117, Sub 1, is **DENIED**.
2. That the Authority retains jurisdiction for correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

# Agenda Item# 80

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Application of Moving Up Enterprises, LLC d/b/a College Hunks Hauling Junk & Moving for a Certificate of Public Convenience and Necessity to operate as a household goods mover within the State of Nevada. | ) ) ) ) ) ) | Docket 20-09014 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

## COMPLIANCE ORDER

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on September 14, 2020, Moving Up Enterprises, LLC d/b/a College Hunks Hauling Junk & Moving ("Applicant") filed an application for a Certificate of Public Convenience and Necessity to operate as a household goods mover within Clark County, Nevada on the one hand and points and places within the State of Nevada on the other and to operate eight (8) vehicles. Said Application was designated as docket 20-09014.
2. That on September 16, 2020, the Application was properly noticed to the public and no Petitions for Leave to Intervene or Protests were filed.
3. That Staff requested the hearing on the Application be dispensed, pursuant to NRS 706.391 paragraph 9. Chairman Dawn Gibbons, serving in her capacity as Presiding Officer for the Authority, granted the request.
4. That Authority Staff reported the following:
    a. Marta Acevedo, Compliance Audit Investigator, investigated the Applicant's

background and inspected documentation relative to the proposed operation. Ms. Acevedo reported no areas of concern regarding the Applicant's operational fitness and stated that she supported approval of the Application.

b. Yvonne Shelton, Financial Analyst for the Authority, inspected the Applicant's financial information. Ms. Shelton reported no areas of concern regarding the Applicant's financial fitness and stated that she supported approval of the Application.

c. Liz Babcock, Applications Manager, reported that the Applicant met the requirements; Staff had no concerns; and supported approval of the Application.

5. Based on all records pertaining to the Application, after investigation, and pursuant to NRS 706.391:

a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.

b. The Applicant is financially and operationally fit, willing, and able to perform the transportation service for which applied.

c. Granting the Application on file herein would be in the public interest, will tend to foster sound economic conditions in the industry, and will not unreasonably or adversely affect other carriers operating in the territory served under the Certificate.

d. The operation contemplated by Applicant will be consistent with the public interest and will not operate to defeat the legislative policy set forth in NRS 706.151.

e. The operation contemplated by the Applicant will benefit and protect the safety and convenience of the traveling and shipping public and the motor carrier business in this State.

f. The proposed operation will provide service on a continuous basis.

g. The market identified by the Applicant as the market the Applicant intends to serve will support the proposed operation.

**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. The Application on file herein shall be GRANTED for the transportation service specified below:

Transportation of household goods between points and places within Clark County, Nevada on the one hand and

points and places within the State of Nevada on the other.

RESTRICTION:
The number of vehicles in the carrier's fleet shall be no more than eight (8).

2. Upon full compliance with the conditions of this Order, a Certificate of Public Convenience and Necessity identified as **CPCN 3386** shall be issued to Moving Up Enterprises, LLC d/b/a College Hunks Hauling Junk & Moving authorizing operation in the transportation of household goods as is more particularly described in the first ordering paragraph hereinabove.

3. Before issuance of the Certificate referred to hereinabove, the Applicant shall be required to:

   a. Avoid material changes in any conditions relied upon by the Authority in its determination of operational or financial fitness and immediately report to Authority Staff any such material changes, should they occur.

   b. File with the Authority evidence of the required insurance (Form E) in the Applicant's name.

   c. File with the Authority the necessary insurance (Certificate of Insurance) describing the liability limits and vehicles covered.

   d. Make vehicles available for inspection by Authority Staff to ensure that they have been marked in accordance with NAC 706.170 including the carrier's name/logo and CPCN number. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles and registrations.

   e. Ensure driver qualification files are set up in accordance with CFR391.51. Explain and make available set-up of time tracking method put into place. Ensure all drivers have pre-employment drug testing in accordance with Part 40 and CFR 382.30. Make available for inspection by Authority Staff the business and vehicle domiciles.

   f. Ensure vehicle maintenance files are setup in accordance with CFR 396.

   g. Provide a copy of the Bill of Lading with the CPCN number granted and with complaint/commendation language, in accordance with NAC 706.335 and NAC 706.282.

   h. Provide proof that Applicant is in compliance with all municipal, county, and homeowner's association laws, codes, regulations, and bylaws for the parking or

storage of its vehicles.

i. Provide copies of all applicable business licenses.

j. File a tariff that includes a description of the Authority granted, CPCN number, and the name and address of the Applicant.

k. Provide a copy of proof for the $44,700 cash infusion into the company.

l. Provide signed affidavit acknowledging requirements of NTA Annual Report pursuant to NRS 706.167.

m. Provide, for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the COVID-19 pandemic.

n. Provide a copy of the contract between Applicant and the laboratory that will perform and monitor the substance abuse program. If the owner will also operate as a driver, the contract must require the laboratory to provide results of positive drug/alcohol tests directly to the Authority.

o. Reimburse the Authority for all noticing fees or other outstanding debt owed to the Authority.

4. Compliance with the foregoing requirements must be made by the Applicant NO LATER THAN 120 days from the date of this Order. If the Applicant fails to comply within 120-day time period, the Deputy Commissioner of the Authority may vacate this Compliance Order and dismiss this Application.

5. ***This Order does not constitute operating authority; performance of the transportation service contemplated by this Order may not be instituted prior to the issuance of said Certificate referred to hereinabove.***

6. If Moving Up Enterprises, LLC d/b/a College Hunks Hauling Junk & Moving is cited by the Authority for any violation of NRS 706 prior to the close of the compliance period, the Deputy Commissioner shall vacate this Order and dismiss the Application unless the Authority orders otherwise.

7. The Deputy Commissioner shall be authorized to issue the above-referenced Certificate of Public Convenience and Necessity upon the Applicant meeting all requirements set forth herein.
8. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

**Moving Up Enterprises, LLC**
**Application for Household Goods Mover Authority**
**Docket 20-09014**
**March 4, 2021 General Session**

**Application Summary:**
On September 14, 2020, Moving Up Enterprises, LLC d/b/a College Hunks Hauling Junk & Moving ("Applicant") filed an application requesting authority to transport household goods within Clark County, Nevada on the one hand and State of Nevada on the other hand and to operate eight (8) vehicles. Said application was designated as docket 20-09014. Robert Bethune is the sole owner of the LLC.

**Staff Analysis:**
Staff supports this application, and therefore requests the application hearing be dispensed per NRS 706.391(9). The following procedures were performed by Staff with acceptable results and their basis to support this application:

1) The application was noticed and no petitions for leave to intervene or protests were filed.

1) Background investigation was performed with no areas of concern. (Attachment A)

2) Market – staff does not require household goods movers to provide market. Staff recognizes that documentary evidence is difficult to compile since moving is not a highly repetitive activity compared to market for transporting passengers.

3) Pro Forma Balance Sheet – lists 4 moving trucks (one financed currently, 3 to be financed in the future), 1 utility truck (financed currently), and 2 junk trucks (1 financed currently). The other 4 moving trucks will be leased and per current accounting principles are not required to be reported on the balance sheet. The PFBS includes junk truck #2 and it shouldn't. Removing this truck, the PFBS has 22% equity, a 2 to 1 current ratio, and enough cash to cover 90 days' worth of fixed expenses. A cash infusion of $44,300 will be required in the compliance period (Attachment B and C).

4) Pro Forma Income Statement - projects net income of $73,683 on $552,099 of revenues for the first 12 months of operations.

   Staff's analysis on the Applicant's projected revenues and expenses disclosed revenues projected are aggressive for a startup company.

5) Tariff – the proposed rates are within the range of rates currently charged by the industry for similar services. (Attachment E)

**Attachments:**
A. Investigator's Background Report without exhibits
B. Pro Forma Balance Sheet
C. Capital Infusion Narrative
D. Pro Forma Income Statement and Narratives
E. Tariff

**Compliance Items in addition to those included in the background report:**
A. Provide proof a cash infusion of $44,700 into the company's bank account.

# STATE OF NEVADA
## TRANSPORTATION AUTHORITY
## BACKGROUND INVESTIGATION FOR FULLY REGULATED CARRIERS

| | |
|---|---|
| **DOCKET NUMBER: 20-09014** | **DATE APPLICATION WAS FILED:** 09/14/2020 |
| **APPLICANT NAME:** Robert Bethune | **TITLE:** President |
| **COMPANY NAME:** Moving Up Enterprises, LLC dba College Hunks Hauling Junk & Moving | |
| **ADDRESS:** 2004 White Falls St. Las Vegas, NV 89128 | |
| **PHONE NUMBERS:** (713) 203-4748 | |
| **ATTORNEY: N/A** | **PHONE#: N/A** |
| **INVESTIGATOR :** M. Acevedo | **DATE ASSIGNED:** 10/01/2020 |

## GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)

**WHAT TYPE OF SERVICE IS PROPOSED?**

| | | | | | |
|---|---|---|---|---|---|
| Charter Limousine | | HHG | X | Airport Transfer | |
| Scenic Tours | | Special Services | | Taxi | |
| Contract Carrier | | NEMT | | | |

**WHAT GEOGRAPHICAL AREA IS PROPOSED FOR SERVICE?**

| | | | | | |
|---|---|---|---|---|---|
| Statewide | | County | X | Which Counties: | Clark |

| **IS APPLICANT PRESENTLY PROVIDING ANY TYPE OF SERVICE: YES** | | **NO** | X | **What type of service?** | |
|---|---|---|---|---|---|
| Charter Limousine | | Contract Carrier | | Charter Bus | |
| Scenic Tours | | Special Services | | HHG | |
| Tow Car | | Tow Car | | US DOT Authority | |
| Airport Transfer | | NEMT | | Other States | |

| | **Exhibit** |
|---|---|
| **Attach completed Application Oath page as Exhibit A** | **A** |

**IDENTIFY OWNERSHIP STRUCTURE OF THE PROPOSED OPERATIONS**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Corporation | | LLC | X | Partnership | | Sole Proprietorship | |

**Identify each owner and their percentage of ownership:**

**Robert Bethune 100%**

| | **Exhibit** |
|---|---|
| **Attach as an exhibit, appropriate proof of ownership interest where applicable.** | **B** |
| **Will the Applicant be operating under a fictitious firm name? If so, attach a copy of their fictitious firm name filing.** | **C** |

**Briefly describe the responsibilities of each owner, (i.e. driver, operational manager, mechanic, bookkeeper, financial backing only, etc):**

Robert Bethune – Financial operations, operational manager, driver qualification file, vehicle maintenance file, driver training, hiring and firing, driver.

| | | | | |
|---|---|---|---|---|
| **Has the criminal background check disclosed any issue of concern?** | **YES** | | **NO** | X |
| **Name:** Robert Bethune | | | | |
| **Has there been any previous NTA enforcement action? (Including against the companies drivers)** | **YES** | | **NO** | X |
| **Does the Applicant have USDOT Authority? (If so, include the SAFER printout as exhibit)** | **YES** | | **NO** | X |
| **Is Applicant operating in another state?** | **YES** | | **NO** | X |
| If so, Which State and under what type of Authority? | | | | |

Attachment A 1/3

ENTERED

| Explain: | |
|---|---|
| | Exhibit |
| If so, attach copies of Enforcement Database Printout(s). If more than 5 citations include summary listing the citation number, fine amounts and date of issuance, NAC or NRS, or CFR violations. Attach copies of MC/USDOT rating. | N/A |

**Identify any key operational personnel who have no ownership interest and briefly describe their responsibilities:**

**Will hire as need be.**

**Describe the type and number of vehicles the applicant intends to operate:**

**A. Type of Vehicles:**

26' Ford F650 Box truck

**B. Number of Vehicles: 1**

| | Exhibit |
|---|---|
| Attach photographs of vehicles as an exhibit | D |
| Attach as an exhibit, copies of vehicle titles and registration, if available | N/A |

**Describe the facilities to be used for this operation:**
It is a warehouse, storage property.

**C. Address (If Known):** 2410 N. Decatur Blvd. #125, Las Vegas, NV. 89108

| | | | | |
|---|---|---|---|---|
| **Does the Applicant have an acceptable Timekeeping method? ISolved Touch Punch** | **YES** | **X** | **NO** | |

**If Yes, Describe:**

**It is a web-based time clock application, which user's access is primarily through the internet. This application allows multiple employees to punch in and out via web interface.**
**It is a software that prevents unauthorized time alteration and will allow the applicant to maintain 3 years of records.**

| | | | | |
|---|---|---|---|---|
| Does the Applicant plan to store their vehicles at a location other than their legal domicile? | **YES** | | **NO** | **X** |

**D. If so, provide address (If known):**

**Are the facilities adequate for the proposed service?**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Properly Zoned? | **YES** | | **NO** | | Adequate? **Compliance** | **YES** | | **NO** | |

**If inadequate, describe the Applicant's plan to remedy:**

| | | | | |
|---|---|---|---|---|
| Does the Applicant understand the operating authority sought, and is their plans consistent with that grant of authority? | **YES** | **X** | **NO** | |
| Can the Applicant secure insurance as required by NAC 706.191? | **YES** | **X** | **NO** | |

| | Exhibit |
|---|---|
| **Attach appropriate proof of insurance, or ability to obtain, as an exhibit** | **E** |

| | | | | |
|---|---|---|---|---|
| Does the Applicant understand the requirements contained within 49 CFR 391.51 as they pertain to the establishment and maintenance of driver qualification files? | **YES** | **X** | **NO** | |
| Does the Applicant understand the requirements contained within 49 CFR 396 as they pertain to the establishment and maintenance of vehicle maintenance records? | **YES** | **X** | **NO** | |
| Does the Applicant understand the requirements that pertain to the establishment of a substance abuse policy/program as contained in 49 CFR Parts 40, 382? | **YES** | **X** | **NO** | |
| Has the Applicant contracted with a laboratory to perform and monitor their substance abuse program? | **YES** | | **NO** | **X** |
| **If so, which laboratory? Compliance** | | | | |
| Does the Applicant have adequate personnel (drivers, managers, etc) to operate their business? | **YES** | **X** | **NO** | |
| | | | | |

A 2/3

| | | | | | Exhibit |
|---|---|---|---|---|---|
| **Attach copies of the Applicant's charter orders, bills of lading, manifests, etc., as applicable. (Do not include copies of tariff or proposed contracts)** | | | | | F |
| Does the Applicant intend on using a Logo as contained in NAC 706.170(4)? *Limousine only* | **YES** | **X** | **NO** | | |

| | Exhibit |
|---|---|
| **Attach copies of proposed Logo** | **N/A** |

| | | | | |
|---|---|---|---|---|
| Has the Applicant demonstrated adequate knowledge of the rules and regulations that pertain to operating authority sought; i.e., provisions of NRS Chapter 706, NAC Chapter 706, and the Federal Motor Carrier Safety Regulations? | **YES** | **X** | **NO** | |
| Does the Applicant understand the limitations inherent in their grant of operating authority? | **YES** | **X** | **NO** | |

| | | | | |
|---|---|---|---|---|
| **Has the Applicant read and signed the NTA Knowledge Statement?** | **YES** | **X** | **NO** | |

| | Exhibit |
|---|---|
| **Attach signed Knowledge Statement.** | **G** |

| **COMPLIANCE ITEMS** | |
|---|---|
| 1 | Avoid Material Changes |
| 2 | File with the Authority evidence, (Form E), and/or if required (Form H) in the Applicant's name. |
| 3 | File with the Authority the necessary insurance (Certificate of Insurance), describing liability limits, vehicles covered. |
| 4 | Make vehicle(s) available for inspection by Enforcement Staff to ensure that they properly registered in motor carrier's name, display CPCN number, Logo and/or name of motor carrier. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles and registrations. |
| 5 | Ensure Driver qualification files are setup in accordance with CFR 391.51. Explain and make available set-up of time tracking method put into place. Ensure all drivers have pre-employment drug testing in accordance with Part 40, and CFR 382.301 and make available to Enforcement Staff for inspection of their business and vehicle domiciles, if different from business location. |
| 6 | Ensure vehicle maintenance files are setup in accordance with CFR 396. |
| 7 | File a copy of Bill of Lading (HHG) in accordance with NAC's which includes the CPCN number granted. |
| 8 | Provide copies of Business License(s). |
| 9 | File a Tariff for approval by the financial Analyst. |
| 10 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list. |
| 11 | Provide signed Affidavit acknowledging requirements of NTA Annual Report pursuant to NRS 706.167 |
| 12 | Reimburse the Authority for the cost of noticing fees of the application and/or other Debt owed to NTA |

* 13. Provide Proof that the Applicant is in compliance with all municipal, County, and Homeowners association laws, codes, regulations, and bylaws for the parking or storage of its vehicles.

| | |
|---|---|
| **INVESTIGATOR: M. Acevedo** | **DATE: 12/11/20** |
| **REVIEWED BY SUPERVISOR INVESTIGATOR:** Remi Rivers | **DATE:** 12/11/20 |
| **REVIEWED BY APPLICATION MANAGER:** AJ 13 | **DATE:** 12/15/20 |

**A listed EXHIBIT, (A,B,C etc), is the documentary evidence of the requirement being met. If a requirement has not been met, the EXHIBIT category will be left blank and it will be checked as a compliance item. Questions that do not apply to the Applicant the EXHIBIT category will be marked as NA**



Provide for approval by the Authority a website showing the Nevada

| Assets | | | |
|---|---|---|---|
| **Current assets:** | **Previous Year** | **Current Year** | **Notes** |
| Cash | | 100,000.00 | operating checking account from loan proceeds |
| Investments | | | |
| Inventories | | 2,460.00 | tape, boxes and misc. moving supplies |
| Accounts receivable | | | |
| Deposits | | 7,308.00 | truck lease ($5k) and Office ($2,308) |
| Other | | | |
| **Total Current Assets** | - | 109,768.00 | |
| | | | |
| **Fixed assets:** | **Previous Year** | **Current Year** | **Notes** |
| Property and Equipment | | 5,102.00 | hand tools and moving equipment: (4,010 + 1,092) |
| Preopening Set up | | 31,402.00 | |
| FF&E | | 9,000.00 | office furniture and applicances |
| | | 6,000.00 | computers and software |
| Leasehold Improvements | | | |
| Intangible assets-organizational costs from loan proceeds | | 11,511.00 | SBA fee and loan closing costs (6653+4858) |
| Intangible assets-organizational costs from owner equity | | 20,272.00 | |
| Intangible assets-franchise fee - zone 1 | | 60,000.00 | purchase with owner's equity |
| Intangible assets-franchise fee-zone 2 | | 40,000.00 | purchase with business loan proceeds |
| Truck Junk#1 | | 63,461.00 | purhcase with business loan proceeds (no payments) |
| Truck Junk#2 | | 58,681.00 | lease (payment $1,266) |
| Utility Truck | | 20,000.00 | purchase with business loan proceeds (no payments) |
| Moving truck#1 | | 86,600.00 | $82.2k purchase + $4.4k delivery |
| Moving truck#2 | | | lease |
| Moving truck#3 | | 38,000.00 | financed |
| Moving truck#4 | | | lease |
| Moving truck#5 | | 38,000.00 | financed |
| Moving truck#6 | | | lease |
| Moving truck#7 | | 38,000.00 | financed |
| Moving truck#8 | | | lease |
| Equity and other investments | | | |
| Less accumulated depreciation | | | |
| **Total fixed assets** | | 526,029.00 | |
| | | | |
| **Other assets:** | **Previous Year** | **Current Year** | |
| Goodwill | | | |
| **Total other assetes** | | | |
| | | | |
| **Total assets** | | 635,797.00 | |
| | | | |
| **Liabilities and owner's equity** | | | |
| **Current liabilities:** | **Previous Year** | **Current Year** | **Notes** |
| Trucks - purchase | | 14,497.00 | first year principal |
| Accounts payable | | | |
| Accrued wages | | | |
| Accrued compensation | | | |
| Income taxes payable | | | |
| Unearned revenue | | | |
| Other | | | |
| **Total curent liabilities** | - | 14,497.00 | |
| | | | |
| **Long-term liabilities:** | **Previous Year** | **Current Year** | **Notes** |
| Mortgage payable | | | |
| SBA loan - Accivity Financial | | 295,700.00 | |
| Trucks - purchase | | 198,600.00 | Financed portion of each truck |
| Trucks - lease | | | |
| **Total long-term liabilities** | | 494,300.00 | |
| | | | |
| **Owner's equity:** | **Previous Year** | **Current Year** | **Notes** |
| Investment Capital | | 127,000.00 | Franchise Agreement ($60K), other business set up expenses ($22.7K) |
| | | | |
| Investment capital trucks | | | |
| Accumulated retained earnings | | | |
| Net income | | | |
| **Total owner's equity** | | 127,000.00 | |
| | | | |
| **Total liabilities and owner's equity** | | 635,797.00 | |
| | | | |
| Balance | | - | |
| | Equity | 20.0% | |

ATTachment B

Moving Up Enterprises, LLC

Capital Contribution Narrative

Docket 20-09014

Mr. Robert , sole member of Moving Up Enterprises, LLC will infuse $44,700 into the company's checking account during the compliance period.

ATTACHMENT C

**Moving Up Enterprises LLC**

# Moving Service Only

**First 12-Month Operations**

| CASH RECEIPTS: | 4.7% | 4.7% | 4.9% | 5.0% | 5.1% | 9.9% | 10.2% | 10.5% | 10.8% | 11.1% | 11.4% | 11.8% | Total 100% |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Moving Services Revenue | $26,019 | $26,019 | $26,800 | $27,604 | $28,432 | $54,451 | $56,084 | $57,767 | $59,500 | $61,285 | $63,123 | $65,017 | $552,099 |
| (Returns and Allowances) | | | | | | | | | | | | | $0 |
| Gross Sales | $26,019 | $26,019 | $26,800 | $27,604 | $28,432 | $54,451 | $56,084 | $57,767 | $59,500 | $61,285 | $63,123 | $65,017 | $552,099 |
| **Cost of Goods Sold** | | | | | | | | | | | | | $0 |
| Purchases (merchandise/supplies) | $520 | $520 | $536 | $552 | $569 | $1,089 | $1,122 | $1,155 | $1,190 | $1,226 | $1,262 | $1,300 | $11,042 |
| Purchases (fuel) | $1,041 | $1,041 | $1,072 | $1,104 | $1,137 | $2,178 | $2,243 | $2,311 | $2,380 | $2,451 | $2,525 | $2,601 | $22,084 |
| Direct Labor Expense | | | | | | | | | | | | | $0 |
| **Total Cost of Goods Sold** | $1,561 | $1,561 | $1,608 | $1,656 | $1,706 | $3,267 | $3,365 | $3,466 | $3,570 | $3,677 | $3,787 | $3,901 | $33,126 |
| **Gross Profit** | $24,458 | $24,458 | $25,192 | $25,947 | $26,726 | $51,184 | $52,719 | $54,301 | $55,930 | $57,608 | $59,336 | $61,116 | $518,973 |
| **Expenses** | | | | | | | | | | | | | $0 |
| Employee Wages | $9,048 | $9,048 | $9,048 | $9,048 | $9,048 | $15,096 | $15,096 | $15,096 | $15,096 | $15,096 | $15,096 | $15,096 | $150,912 |
| Workers comp | $1,630 | $1,630 | $1,630 | $1,630 | $1,630 | $1,630 | $1,630 | $1,630 | $1,630 | $1,630 | $1,630 | $1,630 | $19,560 |
| Payroll expenses (taxes, etc.) | $995 | $995 | $995 | $995 | $995 | $1,661 | $1,661 | $1,661 | $1,661 | $1,661 | $1,661 | $1,661 | $16,600 |
| Outside services | $100 | $100 | $100 | $100 | $100 | $100 | $100 | $100 | $100 | $100 | $100 | $100 | $1,200 |
| Supplies (office & oper.) | $75 | $75 | $75 | $75 | $75 | $75 | $75 | $75 | $75 | $75 | $75 | $75 | $900 |
| Repairs & maintenance | $143 | $143 | $147 | $152 | $156 | $299 | $308 | $318 | $327 | $337 | $347 | $358 | $3,037 |
| Advertising (8% required) | $2,082 | $2,082 | $2,144 | $2,208 | $2,275 | $4,356 | $4,487 | $4,621 | $4,760 | $4,903 | $5,050 | $5,201 | $44,168 |
| Car, Delivery & Travel | | | | | | | | | | | | | $0 |
| Accounting & Legal | $349 | $349 | $349 | $349 | $349 | $349 | $349 | $349 | $349 | $349 | $349 | $349 | $4,188 |
| Rent | $2,308 | $2,308 | $2,308 | $2,308 | $2,308 | $2,308 | $2,308 | $2,308 | $2,308 | $2,308 | $2,308 | $2,308 | $27,696 |
| Telephone | $95 | $95 | $95 | $95 | $95 | $95 | $95 | $95 | $95 | $95 | $95 | $95 | $1,140 |
| Utilities | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $6,000 |
| Insurance | $886 | $886 | $886 | $886 | $886 | $1,521 | $1,521 | $1,521 | $1,521 | $1,521 | $1,521 | $1,521 | $15,077 |
| Taxes (real estate, etc.) | | | | | | | | | | | | | $0 |
| Interest | | | | | | | | | | | | | $0 |
| Other expenses (royalties 7%) | $1,821 | $1,821 | $1,876 | $1,932 | $1,990 | $3,812 | $3,926 | $4,044 | $4,165 | $4,290 | $4,419 | $4,551 | $38,647 |
| Other expenses (franchise ad fee 2%) | $520 | $520 | $536 | $552 | $569 | $1,089 | $1,122 | $1,155 | $1,190 | $1,226 | $1,262 | $1,300 | $11,042 |
| Loyalty and Service Center fee $945+$19/job) | $2,212 | $2,212 | $2,278 | $2,346 | $2,417 | $4,628 | $4,767 | $4,910 | $5,057 | $5,209 | $5,365 | $5,526 | $46,928 |
| Credit card fees | $468 | $468 | $482 | $497 | $512 | $980 | $1,010 | $1,040 | $1,071 | $1,103 | $1,136 | $1,170 | $9,938 |
| Miscellaneous | $250 | $250 | $250 | $250 | $250 | $250 | $250 | $250 | $250 | $250 | $250 | $250 | $3,000 |
| Truck Note | $1,591 | $1,591 | $1,591 | $1,591 | $1,591 | $1,591 | $1,591 | $1,591 | $1,591 | $1,591 | $1,591 | $1,591 | $19,092 |
| Truck Operating Lease | | | | | | $995 | $995 | $995 | $995 | $995 | $995 | $995 | $6,965 |
| Truck Capital Lease Finance | | | | | | | | | | | | | |
| SBA Loan Payment | $1,600 | $1,600 | $1,600 | $1,600 | $1,600 | $1,600 | $1,600 | $1,600 | $1,600 | $1,600 | $1,600 | $1,600 | $19,200 |
| **Total Operating Expenses** | $26,674 | $26,674 | $26,891 | $27,115 | $27,345 | $42,935 | $43,390 | $43,859 | $44,341 | $44,838 | $45,350 | $45,878 | $446,290 |
| **Net Income** | -$2,216 | -$2,216 | -$1,699 | -$1,168 | -$620 | $8,249 | $9,329 | $10,442 | $11,588 | $12,769 | $13,985 | $15,238 | $73,683 |

missing: depreciation exp
vehicle registration
Drug Testing → applicant has been notified 4/2.17.21

ATTachment D 1/9

**Moving Up Enterprises LLC**

**First 12-Month Operations**

# Moving & Junk Hauling Service

Included for Informational Purposes Only

| CASH RECEIPTS: | 4.7% | 4.7% | 4.9% | 5.0% | 5.1% | 9.9% | 10.2% | 10.5% | 10.8% | 11.1% | 11.4% | 11.8% | Total 100% |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Moving | $26,019 | $26,019 | $26,800 | $27,604 | $28,432 | $54,451 | $56,084 | $57,767 | $59,500 | $61,285 | $63,123 | $65,017 | $552,099 |
| Junk Hauling | $40,219 | $40,822 | $41,435 | $42,056 | $42,687 | $43,327 | $43,977 | $44,637 | $45,306 | $45,986 | $46,676 | $47,378 | $524,504 |
| (Returns and Allowances) | | | | | | | | | | | | | $0 |
| Gross Sales | $66,238 | $66,841 | $68,234 | $69,660 | $71,119 | $97,778 | $100,061 | $102,404 | $104,806 | $107,271 | $109,799 | $112,393 | $1,076,603 |
| Cost of Goods Sold | | | | | | | | | | | | | |
| Purchases (merchandise/supplies) | $520 | $520 | $536 | $552 | $569 | $1,089 | $1,122 | $1,155 | $1,190 | $1,226 | $1,262 | $1,300 | $11,042 |
| Purchases (fuel) | $2,650 | $2,674 | $2,729 | $2,786 | $2,845 | $3,911 | $4,002 | $4,096 | $4,192 | $4,291 | $4,392 | $4,496 | $43,064 |
| Purchases (disposal fee) | $781 | $781 | $804 | $828 | $853 | $1,634 | $1,683 | $1,733 | $1,785 | $1,839 | $1,894 | $1,951 | $16,563 |
| Direct Labor Expense | | | | | | | | | | | | | $0 |
| Total Cost of Goods Sold | $3,950 | $3,975 | $4,069 | $4,167 | $4,266 | $6,634 | $6,807 | $6,984 | $7,167 | $7,355 | $7,548 | $7,747 | $70,669 |
| Gross Profit | $62,288 | $62,867 | $64,165 | $65,493 | $66,852 | $91,144 | $93,255 | $95,419 | $97,639 | $99,916 | $102,251 | $104,646 | $1,005,934 |
| Expenses | | | | | | | | | | | | | |
| Employee Wages | $18,725 | $18,725 | $18,725 | $18,725 | $18,725 | $24,773 | $24,773 | $24,773 | $24,773 | $24,773 | $24,773 | $24,773 | $267,036 |
| Workers comp | $2,716 | $2,716 | $2,716 | $2,716 | $2,716 | $2,716 | $2,716 | $2,716 | $2,716 | $2,716 | $2,716 | $2,716 | $32,592 |
| Payroll expenses (taxes, etc.) | $2,060 | $2,060 | $2,060 | $2,060 | $2,060 | $2,725 | $2,725 | $2,725 | $2,725 | $2,725 | $2,725 | $2,725 | $29,374 |
| Outside services | $200 | $200 | $200 | $200 | $200 | $200 | $200 | $200 | $200 | $200 | $200 | $200 | $2,400 |
| Supplies (office & oper.) | $150 | $150 | $150 | $150 | $150 | $150 | $150 | $150 | $150 | $150 | $150 | $150 | $1,800 |
| Repairs & maintenance | $286 | $286 | $295 | $304 | $313 | $599 | $617 | $635 | $654 | $674 | $694 | $715 | $6,073 |
| Advertising (8% required) | $2,082 | $2,082 | $2,144 | $2,208 | $2,275 | $4,356 | $4,487 | $4,621 | $4,760 | $4,903 | $5,050 | $5,201 | $44,168 |
| Car, Delivery & Travel | | | | | | | | | | | | | $0 |
| Accounting & Legal | $349 | $349 | $349 | $349 | $349 | $349 | $349 | $349 | $349 | $349 | $349 | $349 | $4,188 |
| Rent | $2,308 | $2,308 | $2,308 | $2,308 | $2,308 | $2,308 | $2,308 | $2,308 | $2,308 | $2,308 | $2,308 | $2,308 | $27,696 |
| Telephone | $95 | $95 | $95 | $95 | $95 | $95 | $95 | $95 | $95 | $95 | $95 | $95 | $1,140 |
| Utilities | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $6,000 |
| Insurance | $2,812 | $2,812 | $2,812 | $2,812 | $2,812 | $3,447 | $3,447 | $3,447 | $3,447 | $3,447 | $3,447 | $3,447 | $38,189 |
| Taxes (real estate, etc.) | | | | | | | | | | | | | $0 |
| Interest | | | | | | | | | | | | | $0 |
| Other expenses (royalties 7%) | $1,821 | $1,821 | $1,876 | $1,932 | $1,990 | $3,812 | $3,926 | $4,044 | $4,165 | $4,290 | $4,419 | $4,551 | $38,647 |
| Other expenses (franchise ad fee 2%) | $520 | $520 | $536 | $552 | $569 | $1,089 | $1,122 | $1,155 | $1,190 | $1,226 | $1,262 | $1,300 | $11,042 |
| Loyalty and Service Center fee ($945+$19/job) | $2,212 | $2,212 | $2,278 | $2,346 | $2,417 | $4,628 | $4,767 | $4,910 | $5,057 | $5,209 | $5,365 | $5,526 | $46,928 |
| Credit card fees | $468 | $468 | $482 | $497 | $512 | $980 | $1,010 | $1,040 | $1,071 | $1,103 | $1,136 | $1,170 | $9,938 |
| Miscellaneous | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $500 | $6,000 |
| Truck Note | $1,591 | $1,591 | $1,591 | $1,591 | $1,591 | $1,591 | $1,591 | $1,591 | $1,591 | $1,591 | $1,591 | $1,591 | $19,092 |
| Truck Operating Lease | | | | | | $995 | $995 | $995 | $995 | $995 | $995 | $995 | $6,966 |
| Truck Capital Lease Finance | $1,168 | $1,168 | $1,168 | $1,168 | $1,168 | $1,168 | $1,168 | $1,168 | $1,168 | $1,168 | $1,168 | $1,168 | $14,016 |
| SBA Loan Payment | $3,200 | $3,200 | $3,200 | $3,200 | $3,200 | $3,200 | $3,200 | $3,200 | $3,200 | $3,200 | $3,200 | $3,200 | $38,400 |
| Total Operating Expenses | $43,763 | $43,763 | $43,985 | $44,213 | $44,448 | $60,181 | $60,645 | $61,123 | $61,615 | $62,122 | $62,644 | $63,182 | $651,684 |
| Net Income | $18,524 | $19,104 | $20,180 | $21,280 | $22,404 | $30,963 | $32,610 | $34,296 | $36,024 | $37,794 | $39,607 | $41,464 | $354,250 |

D 2/9

missing: depreciation expense
vehicle registration
DMV Tests

→ applicant has been notified
LS 2.17.21

LS 2.17.21

**12-Month Pro Forma Income Statement for Moving Services Only**

**Revenue**

The projected gross revenue for the first year of operation is based on the use of one vehicle for the first 5 months, adding a second vehicle in month 6. The average job will require 2.5 laborers at an average hourly tariff rate of $147.50 per hour (see below). The average billable work hours will be estimated at 7 hours per day. The work week will begin as a 6 day week and grow into a 7 day week at the end of the first year.

Average Hourly Tariff Rate for 2.5 laborers: ($120+175)/2 = $147.50

Gross Revenue: $147.50 rate x 7 hours x 6 days x 4.2 weeks = $26,019

The revenue grow is estimated at 3% per month begining in the third month.

In month 5, a second truck is added with the same initial impact of the first truck, producing an additional $26,019 in that month. Both trucks will continue to grow revenue at the rate of 3% for the remainder of the first year. The first year's gross revenue is estimated to be $552,099.

**Cost of Goods**

It is expected that College Hunks Hauling Junk & Moving will need to utilize various supplies to accomplish most tasks. These supplies will include items such as tape, cardboard boxes, plastic wrap, gloves, blankets, etc. The cost may vary month to month depending on the needs of the job. That average expected cost provided by the Franchise system is 2% of gross revenue.

The Franchise system average for fuel cost is 4% of gross revenue.

**Labor**

Each team member who will be scheduled to work on a moving job will be compensated at an hourly rate. The rate will depend on the persons experience, longevity with College Hunks Hauling Junk and Moving, and the role they play in the company (i.e. drivers will have a higher rate than the wingmen).

The team member wages will increase over time as their longevity with the company increases. College Hunks Hauling Junk and Moving intends to begin the hourly rate at an average of $12/hour per person (Driver $15 and Wingmen $10). Note: for the purpose of this demonstration, an FTE is a full time equivalent representing a 40-hour work week. The team member roster may be made up of full time, part time and/or on-call status.

Team Member Wages = $12 per hour X 8 hours X 6 days X 4.2 weeks X 2.5 FTEs = **$6,048/month**

General Manager Salary = **$3,000/month**

**Total Wages = $9,048/month**

D 3/9

Email 2.13.21

In month 5, the Team Member Wages will double with the addition of one move truck to a total (with management) of **$15,096**

### Workers Comp

NCCI Workers comp insurance quote for 10 employees and one manager is $32,591. This includes both Moving Services and Junk Hauling Services. For the purpose of breaking out the Move Services for the PFIS, the proportion of Gross Revenue breakdown is approximately 60/40 (Move/Junk Hauling). Using this breakdown, the annual WC premium for Moving Services is $19,560.

### Payroll Expenses (taxes)

The payroll expenses, including employer taxes, are calculated at 11%. This includes the FICA rate (Social Security + Medicare withholdings) of 7.65% and other expenses associated with payroll processing.

### Outside Services

This is estimated, irregular services that may be incurred incidentally while doing business. The average estimated cost will be $100 monthly (half of the Moving and Junk Hauling operation combine total).

### Supplies

This is estimated cost of office and related supplies. The average expected cost is $75 monthly (half of the Moving and Junk Hauling operation combine total).

### Repairs and Maintenance

The vehicles will be maintained on a scheduled basis as outlined in the preventative maintenance manual. The oil will be changed every three months as required, with an estimated cost of $85 per oil change. Additional considerations are made to achieve the monthly Franchise system average of 1.1% for combine Moving and Junk Hauling operations. This calculation is divided in half for the Moving operations.

### Advertising

This is a Franchise system requirement of 8% of gross revenue. It will consist of discretionary spending on Social Media, print and any other medium deemed effective in the local market.

### Accounting and Legal

The cost of system bookkeeping based up revenue benchmarks. This service will be provided by CHC services at a total cost of $349 per month in the first year for combined Moving and Junk Hauling operation. This is the minimal amount charged for this service. That said, if Moving operations were a stand-alone business without Junk Hauling services, the full amount would be billed.

### Rent

5 year contracted rental agreement with 10 year option. First year rent is $2,308 which includes base rent and CAM. Margin annual increases may occur not to exceed 5%.

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**Telephone**

Quoted cost of telephone and internet services from Cox Business at a monthly cost of $95.

**Utilities**

This is a monthly estimated cost for electricity and gas of $500.

**Insurance**

Progressive Auto for Moving trucks and Junk trucks is approximately $635/month (each truck).

All Risk General Liability Insurance premium is $5,013 for the entire company. For the purpose of breaking out the Move Services for the PFIS, the proportion of Gross Revenue breakdown is approximately 60/40 (Move/Junk Hauling). Using this breakdown, the annual GL premium for Moving Services is $3,008.

First month premiums for one truck ($635) and GL at 60% ($251) totals $886. In month six, an additional truck is added, increasing the monthly premium by $635, for a total of $1,521.

**Other Expenses (Royalties)**

Franchise system royalties of 7% of gross revenue.

**Other Expenses (Franchise Advertising Fee)**

Franchise system fee of 2% dedicated by the system for National Brand Development, website design and maintenance, local advertising support, etc.

**Loyalty and Service Center Fees**

This is a system average of 8.5% of revenue ($945 flat monthly rate plus $19 per scheduled appointment). This fee funds the Franchise call center.

**Credit Card Fees**

This is a system average of 1.8% of revenue.

**Miscellaneous**

Any incidental cost that does not have a specific accounting code assigned.

**Truck Note**

The first Move truck (26' Ford F650) will be purchased in the first month at a cost of $82,290. This amount will be financed at 6% for a period of 60 months at a monthly payment amount of $1,591.

**Truck Lease**

In month six, a second move truck (20' Isuzu Van) will be acquired on a 5 year lease. The purchase cost of the truck is $51,457. The lease amount will be an estimated $995/month.

**SBA Loan Payment**

This is a 10 year term loan payment for $295,700 at 6%. The monthly payment amount is $3,200 for combine Moving and Junk Hauling operations. This calculation is divided in half for the Moving operations for a monthly total of $1,600.

Included For Information purposes only

**12-Month Pro Forma Income Statement for Moving and Junk Hauling Services combined**

This PFIS assumes all notes from the Moving Services PFIS with the addition of the following notes that incorporate the Junk Hauling services.

**Revenue**

The use of 2 Junk Hauling trucks will provide an average of 2 jobs each per day. The average Junk Hauling job will be estimated at $399 (half truck rate).

Gross Revenue: 2 trucks x 2 jobs each x $399 average job x 6 days x 4.2 weeks = $40,219.20

The revenue grow is estimated at 1.5% per month.

**Cost of Goods**

Purchases for Merchandise/Supplies will not increase with the addition of Junk Hauling services.

The Franchise system average for fuel cost is 4% of gross revenue.

**Labor**

Each team member who will be scheduled to work on a moving job will be compensated at an hourly rate. The rate will depend on the persons experience, longevity with College Hunks Hauling Junk and Moving, and the role they play in the company (i.e. drivers will have a higher rate than the wingmen).

The team member wages will increase over time as their longevity with the company increases. College Hunks Hauling Junk and Moving intends to begin the hourly rate at an average of $12/hour per person (Driver $15 and Wingmen $10). Note: for the purpose of this demonstration, an FTE is a full time equivalent representing a 40-hour work week. The team member roster may be made up of full time, part time and/or on-call status with varying work hours.

In the first month, there will be 3 trucks in use, 2 Junk Hauling trucks and 1 Moving truck. The Junk trucks will require 2 team members and the Move truck will require 2.5 team members.

Move truck Team Member Wages = $12 per hour X 8 hours X 6 days X 4.2 weeks X 2.5 FTEs x 1 truck = **$6,048/month**

Junk truck Team Member Wages = $12 per hour X 8 hours X 6 days X 4.2 weeks X 2 FTEs X 2 trucks = **$9,677/month**

General Manager Salary = **$3,000/month**

**Total Wages = $18,725/month**

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In month 5, the Move Team Member Wages will double with the addition of one Move truck for a combine Total Wages of **$24,773**

### Disposal Fees

College Hunks Hauling Junk and Moving makes every attempt to recycle the materials collected. However, some materials must be disposed of by traditional means using waste services appropriate for the discarded materials. The Franchise system average for disposal fees is 3% of Junk Hauling gross revenue.

### Workers Comp

NCCI Workers comp insurance quote for 10 employees and one manager is $32,591. This includes both Moving Services and Junk Hauling Services. The monthly amount for this coverage is $2,716.

### Payroll Expenses (taxes)

The payroll expenses, including employer taxes, are calculated at 11%. This includes the FICA rate (Social Security + Medicare withholdings) of 7.65% and other expenses associated with payroll processing.

### Outside Services

This is estimated, irregular services that may be incurred incidentally while doing business. The average expected cost will be $200 monthly.

### Supplies

This is estimated cost of office and related supplies. The average expected cost is $150 monthly.

### Repairs and Maintenance

The vehicles will be maintained on a scheduled basis as outlined in the preventative maintenance manual. The oil will be changed every three months as required, with an estimated cost of $85 per oil change. Additional considerations are made to achieve the monthly Franchise system average of 1.1% for combine Moving and Junk Hauling operations.

### Advertising

This is a Franchise system requirement of 8% of gross revenue. It will consist of discretionary spending on Social Media, print and any other medium deemed effective in the local market.

### Accounting and Legal

The cost of system bookkeeping based up revenue benchmarks. This service will be provided by CHC services at a total cost of $349 per month in the first year for combined Moving and Junk Hauling operation.

### Rent

5 year contracted rental agreement with 10 year option. First year rent is $2,308/month which includes base rent and CAM. Margin annual increases may occur not to exceed 5%.

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### Telephone

Quoted cost of telephone and internet services from Cox Business at a monthly cost of $95.

### Utilities

This is a monthly estimated cost for electricity and gas of $500.

### Insurance

Progressive Auto for Moving trucks and Junk trucks is approximately $635/month (each truck). The manager utility truck is $489/month.

All Risk General Liability Insurance premium is $5,013 for Moving and Junk Hauling services, or $418/month.

First month premiums for one Moving truck ($635), two Junk trucks ($1,270), one manager utility truck ($489) and GL ($418) totals $2,812. In month six, an additional Moving truck is added, increasing the monthly premium by $635, for a total of $3,447.

### Other Expenses (Royalties)

Franchise system royalties of 7% of gross revenue.

### Other Expenses (Franchise Advertising Fee)

Franchise system fee of 2% dedicated by the system for National Brand Development, website design and maintenance, local advertising support, etc.

### Loyalty and Service Center Fees

This is a system average of 8.5% of revenue ($945 flat monthly rate plus $19 per scheduled appointment). This fee funds the Franchise call center.

### Credit Card Fees

This is a system average of 1.8% of revenue.

### Miscellaneous

Any incidental cost that does not have a specific accounting code assigned.

### Truck Note

The first Move truck (26' Ford F650) will be purchased in the first month at a cost of $82,290. This amount will be financed at 6% for a period of 60 months at a monthly payment amount of $1,591.

Note: The first Junk truck is purchased from the proceeds of the SBA loan. There is no separate note.

### Truck Operating Lease

In month six, a second move truck (20' Isuzu Van) will be acquired on a 5-year lease. The purchase cost of the truck is $51,457. The lease amount will be an estimated $995/month.

**Truck Capital Lease Financing**

The second Junk truck will be acquired using a Capital Lease Financing agreement. The monthly payments will be $1,168. At the end of the 5-year term, the truck will be purchased for $1.

**SBA Loan Payment**

This is a 10-year term loan for $295,700 at 6%. The monthly payment amount is $3,200 for combine Moving and Junk Hauling operations.

ORIGINAL TITLE PAGE CPCN No. _____

No supplement to this tariff will be issued
Except for the purpose of canceling the tariff
unless specifically authorized by the Authority.

Additions to, changes in and eliminations from
this tariff will be in loose-leaf form.

MOVING UP ENTERPRISES LLC
dba
COLLEGE HUNKS HAULING JUNK & MOVING

HOUSEHOLD GOODS

NAMING LOCAL TRANSPORTATION CHARGES
ALSO
ACCESSORIAL SERVICE CHARGES,
MISCELLANEOUS SERVICE CHARGES,
HOURLY RATES AND RULES AND REGULATIONS

APPLYING ON NEW AND USED FURNITURE AND HOUSEHOLD EFFECTS, PERSONAL EFFECTS AND OTHER PROPERTY AS DESCRIBED IN THE TARIFF

WITHIN CLARK COUNTY, NEVADA ON THE ONE HAND AND POINTS AND PLACES WITHIN THE STATE OF NEVADA ON THE OTHER.
FOR
COLLEGE HUNKS HAULING JUNK & MOVING

| Issued: | Issued by: | Effective: |
|---|---|---|
| | Robert Bethune, President<br>Moving Up Enterprises LLC<br>dba COLLEGE HUNKS<br>HAULING JUNK & MOVING<br>2410 N. Decatur Blvd #125<br>Las Vegas, NV 89108 | |

Attachment E/16

ORIGINAL PAGE ONE

CPCN No. _____

MOVING UP ENTERPRISES LLC
dba
COLLEGE HUNKS HAULING JUNK & MOVING
Household Goods

## Checking Sheet for Tariff

Upon receipt of new or revised pages, a check mark must be placed opposite the "Correction Number" (shown below) corresponding to number shown in lower left-hand corner of the new or changed page. If correction numbers are properly checked as received, check marks will appear in consecutive order without omission. However, if check marks indicate that a new or revised page has not yet been received, request should at once be made to the issuing carrier for a copy of the new or revised page.

## Correction Numbers

| | | | | |
|---|---|---|---|---|
| 1 | 7 | 13 | 19 | 25 |
| 2 | 8 | 14 | 20 | 26 |
| 3 | 9 | 15 | 21 | 27 |
| 4 | 10 | 16 | 22 | 28 |
| 5 | 11 | 17 | 23 | 29 |
| 6 | 12 | 18 | 24 | 30 |

## Explanation of Abbreviations and Other Reference Marks

dba ..... doing business as
NV ..... Nevada
No. ..... Number
Nos. ..... Numbers
NTA.....Nevada Transportation Authority

N ..... New
C ..... change, neither increase nor reduction
I ..... Increase
R ..... Reduction

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ORIGINAL PAGE TWO CPCN No. _____

MOVING UP ENTERPRISES LLC
dba
COLLEGE HUNKS HAULING JUNK & MOVING
Household Goods

## APPLICATION OF CARRIER'S OPERATIVE RIGHTS

Transportation of new and used household goods and personal effects to and from residences and establishments between all points and places within Clark County, Nevada on the one hand and points and places within the State of Nevada on the other; and general commodities, furnishings, stock, equipment or supplies to or from stores, offices and other establishments, on call, over irregular routes.

| Issued: | Issued by:<br>Robert Bethune, President<br>Moving Up Enterprises LLC<br>dba COLLEGE HUNKS<br>HAULING JUNK & MOVING<br>2410 N. Decatur Blvd #125<br>Las Vegas, NV 89108 | Effective: |
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ORIGINAL PAGE THREE CPCN No. _____

MOVING UP ENTERPRISES LLC
dba
COLLEGE HUNKS HAULING JUNK & MOVING
Household Goods

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MOVING UP ENTERPRISES LLC
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Household Goods

Rule No. Rules & Regulations

**10. Application of Rates – Commodity Description**
The rates named in this tariff apply to personal property, including furniture, baggage, equipment, stock or supplies of residence, stores, offices, or other establishments.

**20. Application of Rates-Territory**
The rates shown on this tariff apply to all points and places within Clark County, Nevada on the one hand and points and places within the State of Nevada on the other.

**30. Accessorial Services**
Except as otherwise provided herein, rates or changes covering accessorial services rendered by the carrier are in addition to the transportation rates named in this tariff.

**40. Agency Commission**
A maximum of ten percent (10%) of the applicable tariff charge may be paid to a referral service which has referred the booking to the company as a commission on each booking.

**50. Articles Not Accepted**
Unless otherwise provided, the following property will not be accepted for shipment: bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, credit cards, jewelry, postage stamps, trading stamps, letters or packets of letters, precious stones or articles manufactured therefrom, or perishable articles. Should such articles come into possession of the carrier without its knowledge, responsibility for safe delivery will not be assumed.

Firearms, hazardous materials, explosives, dangerous goods, or property liable to impregnate or otherwise damage equipment or other property will not be accepted for shipment.

Household pets or any living items will not be accepted for transportation.

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MOVING UP ENTERPRISES LLC
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COLLEGE HUNKS HAULING JUNK & MOVING
Household Goods

Rule No. Rules & Regulations

**55. Articles Liable to Cause Damage**

A. Carrier will not accept for shipment property liable to damage equipment or other property.
B. Carrier will not accept for shipment articles, which cannot be taken from the premises without damage to the article or the premises.

**60. Complete Article**

Each shipping piece or package and contents thereof constitute one article except the total component parts of any article taken apart of knocked down for handling or loading in vehicle shall constitute one article for the purpose of determining carrier's liability as provided in Rule 70.

**70. Declaration of Value**

A. Shippers are required to state specifically in writing the agreed or declared value of the property, otherwise a base value of $0.60 per pound per article will apply, where value in excess of $0.60 per pound article is declared, at the option of the shipper, the carrier will provide full declared value protection at an added charge equivalent to the required premium.
B. If shipper declines to declare the value or agree to release value in writing, the shipment may not be accepted. If accepted, base release value of $0.60 per pound per article will apply (See Rule 120).

**80. Claims**

A. Any claims for loss, damage or overcharge shall be in writing and shall be accompanied by the bill for transportation. Carrier may require a certified or sworn statement of claim.
B. Carrier shall be immediately notified of all claims for concealed damage and shall be given a reasonable opportunity to inspect alleged concealed damage in original package.

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COLLEGE HUNKS HAULING JUNK & MOVING
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| Rule No. | Rules & Regulations |
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C. The carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind or quality not exceeding the actual cash value of the property at time and place of loss, with due allowances for depreciation or deterioration howsoever caused. In no event shall the carrier's liability exceed: (1) the release value not exceeding $0.60 per pound per article: or (2) if shipper has declared a value on the entire shipment such proportion of the actual value of the article or articles last or damaged shall be determined under Rule 70.
D. The carrier's liability for goods shall cease when the property has been delivered to and receipted for by the owner, or by the consignee or shipper or the authorized agent of either, except as to damage noted at time of delivery. When the carrier is directed to unload or deliver property (order any services) at a place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivering.
E. Where the carrier is directed to lead property from (or render) any service at a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before loading.
F. The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed: (1) the released value not exceeding $.060 per pound per article: or (2) if the shipper has declared a value on the entire shipment, such proportion of the actual value of the article or articles lost or damaged shall be determined under Rule 70.

**85. Claims for Lost or Damaged Freight or Baggage**

A claim by a shipper or consignor against a common or motor carrier for lost or damaged freight or baggage must be submitted to the carrier within 7 days after the loss or damage is discovered. Within 14 days after receipt of the claim, the carrier shall: (A) compensate the shipper or consignor or (B) Deliver to the shipper or consignor a written denial of the claim.

A Denial of the claim may be appealed by the shipper or consignor to the Nevada Transportation Authority.

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Household Goods

| Rule No. | Rules & Regulations |
|---|---|

**90. Failure to Make Delivery**

A. In all instances where carrier is unable to locate the consignee at the address (if known by carrier); or where the consignee is unable or declines to accept delivery of the shipment; or the shipment remains in the possession of the carrier pursuant to instructions of the shipper or consignee, consignor or owner, written notice shall be delivered to the premises where actual delivery was to be effected or to the other notifying address and, at the option of the carrier, the property placed in a public warehouse, and upon such placement, liability to carrier shall immediately cease and liability shall thereafter be only that of the warehouseman in possession.

B. In cases where a "subsequent delivery" is called for and made, charges will be assessed for such "subsequent delivery" on the basis of charges lawfully applicable from carrier's terminal or from the public warehouse (as the case may be) to place of delivery.

**100. Impracticable Pick-up or Delivery**

A. It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may safely operate.

B. When it is physically impossible for the carrier to perform pick-up of shipment at origin address or to completed delivery of shipment at destination address with normally assigned road haul equipment due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration or roadway due to rain, flood, snow, the articles will be picked up or delivered at the nearest point of approach to the desired location where equipment can be made safely accessible. The carrier will have final determination over the ability to perform delivery.

C. Upon request of the shipper, consignee or owner of the goods, the carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, if possible, of accomplishment of transferring the shipment between the residence and the nearest point of approach by the carrier's road haul equipment. Charges for the auxiliary service to cover labor and additional vehicle (if used) will be as provided in Rule 300 and shall be in addition to all other transportation or accessorial charges.

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MOVING UP ENTERPRISES LLC
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Household Goods

Rule No. | Rules & Regulations

D. If the shipper does not accept the shipment at nearest point of safe approach by carrier's road haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available public warehouse, subject to a lien for all lawful charges. The liability on the part of the carrier will cease when the shipment is unloaded into the warehouse, and the shipment shall be considered as having been delivered.
E. Transportation charges to cover the movement of shipment or part thereon from point at which it was originally tendered to warehouse location shall constitute a new shipment, subject to applicable rate as provided in tariff from point at which it was originally tendered to warehouse location, which shall be in addition to charges from initial point of origin to point at which shipment was originally tendered. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of it to the warehouse. Any subsequent movement from warehouse shall constitute a new shipment.

**110. Impracticable Operation**

Nothing in this tariff shall require the carrier to perform any line-haul service or pick-up or delivery service or any other service from or to or at any point or location where, through no fault or neglect of the carrier, the operation of vehicles in impracticable because:
A. The condition of roads, streets, driveways, alleys, or approaches thereto would subject operations to unreasonable risk or loss of damage to life or property.
B. Loading or unloading facilities are inadequate; or
C. Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing, or other labor disturbance would (1) subject operations to unreasonable risk of loss or damage to like or property or (2) unreasonably jeopardize the ability of the carrier to render line-haul or pick-up or delivery or any other service from or to or at other points of location.

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Household Goods

Rule No. Rules & Regulations

**120. Valuation**

The cost of any insurance in the name of the shipper or for the benefit of the shipper will not be assumed by the carrier. (See Rule 70).

A. Standard Valuation – This coverage is free with the customer move. The customer is only reimbursed at $0.60 per pound per article for anything lost or damaged during the move.

B. Repair/Replacement Value (Maximum Liability limited to $1.00-$5.00 per pound, per article). If any article (unless otherwise identified on the Liability Waiver) is damaged while in our custody, based on the declared value chosen below and total weight of items, the Carrier is liable for the following:

1. Repair or replacement of the article to like condition, up to the coverage amount based on the declared value and total weight of the items to be moved.
2. Customer is paid the total coverage amount based on the declared value chosen and total weight of the items.
   Example: An item weighing 100 lbs. is damaged and at a valuation of $5 per pound, a total of $500 is applied towards the repair or replacement of that item.

Coverage Costs:

| Cost | Suggested Coverage | Goods Valued At | Maximum Liability |
|---|---|---|---|
| $49 | Average 1 Bedroom Apartment | $11,000 | $1 per pound, per item |
| $99 | Average 2 Bedroom Apartment | $19,500 | $2 per pound, per item |
| $149 | Average 2 Bedroom House | $25,000 | $3 per pound, per item |
| $199 | Average 3 Bedroom House | $43,000 | $4 per pound, per item |
| $249 | Average 4 Bedroom House | $50,000 | $5 per pound, per item |

C. Carrier reserves the right to repair or replace any damaged goods at Carrier's discretion for the kind and quality.

D.

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Household Goods

Rule No. Rules & Regulations

**130. Moving and Packing**

A. Articles of fragile or breakable nature must be properly packed. No claims will be allowed on any items that are not packed by the carrier.

B. The contents of all desk or dresser drawers, other than clothing, must be removed. File cabinets with contents must be locked or otherwise securely fastened.

C. Oversized or unique items such as pianos, organs, safes, full size copiers, fire proof file cabinets, pool tables, marble top tables, riding lawnmower and motorcycles may result in extra charges to the shipper for the delivery of such individual items as shown in Rule 300.

D. Where shipments are improperly or unsafely packed, crated or boxed, and by reason thereof the contents may be destroyed or damaged, carrier will arrange to have such shipment properly packed and charges shown in Rule 300 of this tariff will be assessed.

E. The shipper shall provide all original packing boxes or agree to use boxes as provided by carrier.

F. If the shipper instructs the carrier to pack or repack any items, those items must be unpacked by the carrier. No claims will be allowed on any items that are not unpacked by the carrier.

**135. Bill of Lading**

Upon completion of shipment of customer's household goods, carrier shall present to the person paying for the shipment the original bill for payment. Such bill shall show:

A. The name and address of the carrier.
B. The names of the consignor and consignee
C. The points of origin and destination
D. The date and time the shipment was received by the carrier
E. The date and time of arrival of the shipment at its destination
F. The date of the bill
G. The route over which the household goods were transported, the name of the point of transfer and the name of each carrier participating in the transportation
H. The numbers of vehicles which transported the household goods

| Issued: | Issued by:<br>Robert Bethune, President<br>Moving Up Enterprises LLC<br>dba COLLEGE HUNKS<br>HAULING JUNK & MOVING<br>2410 N. Decatur Blvd #125<br>Las Vegas, NV 89108 | Effective: |
|---|---|---|

E 11/16

MOVING UP ENTERPRISES LLC
dba
COLLEGE HUNKS HAULING JUNK & MOVING
Household Goods

Rule No. Rules & Regulations

I. An adequate description of the property transported including the number of items carried
J. The rate charged for the service
K. Any other charge incident to the transportation
L. A statement that carrier's rates are subject to regulation by the Nevada Transportation Authority
M. Any other information required by the Nevada Transportation Authority

**140. Payment of Charges**

A. The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and advance charges included in the original estimate have been paid by money order, cashier's check, or credit card, except where arrangements have been made in advance.
B. The carrier shall have lien rights on any property transported by it for all charges incurred.
C. The shipper will furnish the carrier, upon demand, a certified statement describing and setting forth the actual cash value of any property in possession of carrier being held for payment.
D. Transportation charges to cover the movement of shipment or part thereof from point at which it was originally tendered to a warehouse location shall constitute a new shipment subject to applicable rate as provided in tariff from point at which it was originally tendered to the warehouse location, which shall be in addition to charges from initial point of origin to point at which shipment was originally tendered. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same to the warehouse. Any subsequent movement from the warehouse shall constitute a new shipment.
E. After seven days, with proper notice, carrier shall have the right to sell, as shipper's agent, at public or private sale, any property of shipper in satisfaction of any charge not paid in full.
F. Upon default by the customer, shipper is entitled to collect legal fees and interest as provided in the contract.

**150. Pick-up and Delivery at Warehouse**

Except as otherwise provided herein, if shipment is delivered to or picked up at a warehouse, the rates for transportation include only the unloading or loading at the door, platform, or other point convenient or accessible to the vehicle.

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|---|---|---|

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ORIGINAL PAGE TWELVE CPCN No. _____

MOVING UP ENTERPRISES LLC
dba
COLLEGE HUNKS HAULING JUNK & MOVING
Household Goods

Rule No. Rules & Regulations

**160. Shipments Accepted Subject to Laws**
Shipments will be accepted subject to the requirements of ordinances or limitation of law regulating the transportation of the property, or the use of the vehicles and facilities.

**170. Waiting or Delay**
When a vehicle is held for convenience of shipper or consignee through no fault of the carrier, a charge for waiting time will apply at the hourly rates shown in Rule 300.

**180. Inspection of Packages**
When the carrier or his agent believes it is necessary that the contents of packages be inspected, he shall make or cause such inspection to be made or require other sufficient evidence to determine the actual character of the property.

**190. Servicing Special Articles**
The services provided by this tariff do not include the servicing of refrigerators, stoves, deep freeze cabinets, radios, record players, washing machines, dryers, television sets, air conditioners, television aerials or other articles or appliances requiring special servicing prior to or immediately after transportation.

**200. Advancing of Charges**
Carrier will not engage third persons to perform any services for shipper, and carrier shall not advance charges for other services engaged by the shipper. When third parties are engaged by the shipper to perform any domestic or maid service, the carrier will not assume responsibility for their activities or conduct; amount of their charges; nor for the quality or quantity of service furnished, except as otherwise provided.

| Issued: | Issued by:<br>Robert Bethune, President<br>Moving Up Enterprises LLC<br>dba COLLEGE HUNKS<br>HAULING JUNK & MOVING<br>2410 N. Decatur Blvd #125<br>Las Vegas, NV 89108 | Effective: |
|---|---|---|

E 13/16

ORIGINAL PAGE THIRTEEN CPCN No. _____

MOVING UP ENTERPRISES LLC
dba
COLLEGE HUNKS HAULING JUNK & MOVING
Household Goods

| Rule No. | Rules & Regulations |
|---|---|

**210. Labor Charges**
Cover all accessorial services for which no charges are otherwise provided in this tariff when such services are requested by the shipper.

**220. Early Termination of Shipment**
A. The carrier reserves the right to stop work at any time for health and safety of its employees and demand payment for time worked and time estimated to complete the shipment.
B. The shipper reserves the right to stop work at any time. Minimum charges still apply.

**230. Notification of Liability Coverage**
Before providing any service subject to regulation by the Authority, a carrier of household goods must notify the customer, in writing, the scope of the standard liability coverage provided and the availability of additional coverage.

**295. Estimate of Charges**
If requested by the shipper, the carrier will perform a visual inspection of the goods and provide the shipper a written binding estimate of the charges. The original estimate shall be delivered to the shipper and a copy maintained by carrier in carrier's record of shipment.

The binding estimate shall be based upon the carrier's tariff filed with the Nevada Transportation Authority. The final charge for transporting shipper's goods may not exceed the binding estimate unless the customer requests services that are not included in the written binding estimate and agrees to pay for the additional services so requested. If the final charge is less than the binding estimate, the carrier shall only collect the actual charge for the service.

| Issued: | Issued by:<br>Robert Bethune, President<br>Moving Up Enterprises LLC<br>dba COLLEGE HUNKS<br>HAULING JUNK & MOVING<br>2410 N. Decatur Blvd #125<br>Las Vegas, NV 89108 | Effective: |
|---|---|---|

E 14/14

ORIGINAL PAGE FOURTEEN CPCN No. _____

MOVING UP ENTERPRISES LLC
dba
COLLEGE HUNKS HAULING JUNK & MOVING
Household Goods

Rule No. Rules & Regulations

**300. Application of Rates**

Carrier will charge hourly rates for use of vehicle and cost of labor. Partial hours to be determined in fifteen-minute increments by dividing the appropriate rate by 4.

A. Mover Labor Rates - Hourly rates apply from arrival at origin are as follows, based on 2 seasons, REGULAR and PEAK.

**January / February / March / April / October / November / December**

| | 2 movers | 3 movers | 4 movers | 5 Movers |
|---|---|---|---|---|
| Mon-Thu | $120 | $175 | $230 | $285 |
| Fri & Sat | $140 | $195 | $250 | $305 |
| Sun | $140 | $195 | $250 | $305 |

**May / June / July / August / September**

| | 2 movers | 3 movers | 4 movers | 5 Movers |
|---|---|---|---|---|
| Mon-Thu | $125 | $180 | $235 | $290 |
| Fri & Sat | $145 | $200 | $255 | $310 |
| Sun | $145 | $200 | $255 | $310 |

B. Mover Labor contract time is from Carrier arrival at origin to Carrier departure from destination.
C. Each additional Mover will be an additional $55 per Mover, per hour.
D. Minimum charge on all Mover Labor is two (2) hours.
E. Truck & travel rate will be a flat fee equivalent to the Mover Labor rate of 1-hour for the amount of assigned Movers.

| Issued: | Issued by:<br>Robert Bethune, President<br>Moving Up Enterprises LLC<br>dba COLLEGE HUNKS<br>HAULING JUNK & MOVING<br>2410 N. Decatur Blvd #125<br>Las Vegas, NV 89108 | Effective: |
|---|---|---|

E 15/14

ORIGINAL PAGE FIFTEEN CPCN No. _____

MOVING UP ENTERPRISES LLC
dba
COLLEGE HUNKS HAULING JUNK & MOVING
Household Goods

| Rule No. | Rules & Regulations |
|---|---|

F. Cancellations with less than 72-hours' notice are subject to a forfeiture of deposit equivalent to one (1) hour minimum charge. No charge for cancellations at least 72 hours before the move date.

G. Individual Rates for Individual Items – Carrier will move individual pieces of appliances, furniture, or equipment per the shipping rates in 300 A and 300 B. For Individual Items there will be a minimum charge of 1 hour per 300A and 300 B. For Bulky Items listed in 300 H, additional Mover charges may apply (see 300 C).

H. Bulky Items – An additional Mover(s) may be added to the customers move if any of the following items are requested to be moved. This additional Mover(s) will be added per 300 D.

- Pianos, Organs
- Large TVs and Appliances
- Gun Safes, Safes
- Pool Tables
- Hot Tubs, Tanning Beds
- Snowmobiles, Jet Skis
- Sheds, Playhouses

I. Storage Fee – First day is $125 and $100 every day thereafter, per truck. This fee is assessed when the carrier needs to keep a shipper's or consignor's goods on the carrier's truck overnight due to unforeseen circumstances out of the carrier's, shipper's or consignor's control, i.e. house did not close on time, as expected.

J. Discount – 10% Military and Senior (65+ years) discount applicable for all moves with proper identification (State Issued Driver License or ID / US Military issued ID). $25 Repeat customer discount applicable for all moves where we have record of prior service.

| Issued: | Issued by:<br>Robert Bethune, President<br>Moving Up Enterprises LLC<br>dba COLLEGE HUNKS<br>HAULING JUNK & MOVING<br>2410 N. Decatur Blvd #125<br>Las Vegas, NV 89108 | Effective: |
|---|---|---|

E 14/16

# Agenda Item# 81

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In the Matter of the Application of Total Home Experience, LLC for a Certificate of Public Convenience and Necessity to operate as a household goods mover within the State of Nevada. | ) ) ) ) ) | Docket 20-11031 |

At a general session of the Nevada Transportation Authority held on March 4, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner David Newton
Deputy Commissioner Jennifer De Rose

## COMPLIANCE ORDER

The Nevada Transportation Authority ("Authority") makes the following findings of fact and conclusions of law:

1. That on November 25, 2020, Total Home Experience, LLC ("Applicant") filed an application for a Certificate of Public Convenience and Necessity to operate as a household goods mover within Clark County, Nevada on the one hand and points and places within the State of Nevada on the other and to operate two (2) vehicles. Said Application was designated as docket 20-11031.
2. That on December 10, 2020, the Application was properly noticed to the public and no Petitions for Leave to Intervene or Protests were filed.
3. That Staff requested the hearing on the Application be dispensed, pursuant to NRS 706.391 paragraph 9. Commissioner George Assad, serving in his capacity as Presiding Officer for the Authority, granted the request.
4. That Authority Staff reported the following:
    a. Howard Woods, Compliance Audit Investigator, investigated the Applicant's background and inspected documentation relative to the proposed operation. Mr.

Woods reported no areas of concern regarding the Applicant's operational fitness and stated that he supported approval of the Application.

b. Paul Servelo, Financial Analyst for the Authority, inspected the Applicant's financial information. Mr. Servello reported no areas of concern regarding the Applicant's financial fitness and stated that he supported approval of the Application.

c. Liz Babcock, Applications Manager, reported that the Applicant met the requirements; Staff had no concerns; and supported approval of the Application.

5. Based on all records pertaining to the Application, after investigation, and pursuant to NRS 706.391:

a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.

b. The Applicant is financially and operationally fit, willing, and able to perform the transportation service for which applied.

c. Granting the Application on file herein would be in the public interest, will tend to foster sound economic conditions in the industry, and will not unreasonably or adversely affect other carriers operating in the territory served under the Certificate.

d. The operation contemplated by Applicant will be consistent with the public interest and will not operate to defeat the legislative policy set forth in NRS 706.151.

e. The operation contemplated by the Applicant will benefit and protect the safety and convenience of the traveling and shipping public and the motor carrier business in this State.

f. The proposed operation will provide service on a continuous basis.

g. The market identified by the Applicant as the market the Applicant intends to serve will support the proposed operation.

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**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. The Application on file herein shall be GRANTED for the transportation service specified below:

> Transportation of household goods between points and places within Washoe, Douglas, Lyon and Churchill Counties and Carson City, Nevada on the one hand and points and places within the State of Nevada on the other.
>
> RESTRICTION:
> The number of vehicles in the carrier's fleet shall be no more than two (2).

2. Upon full compliance with the conditions of this Order, a Certificate of Public Convenience and Necessity identified as **CPCN 3385** shall be issued to Total Home Experience, LLC authorizing operation in the transportation of household goods as is more particularly described in the first ordering paragraph hereinabove.

3. Before issuance of the Certificate referred to hereinabove, the Applicant shall be required to:

    a. Avoid material changes in any conditions relied upon by the Authority in its determination of operational or financial fitness and immediately report to Authority Staff any such material changes, should they occur.

    b. File with the Authority evidence of the required insurance (Form E) in the Applicant's name.

    c. File with the Authority the necessary insurance (Certificate of Insurance) describing the liability limits and vehicles covered.

    d. Make vehicles available for inspection by Authority Staff to ensure that they have been marked in accordance with NAC 706.170 including the carrier's name/logo and CPCN number. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles, and registrations.

    e. Ensure driver qualification files are set up in accordance with CFR391.51. Explain and make available set-up of time tracking method put into place. Ensure all drivers have pre-employment drug testing in accordance with Part 40 and CFR 382.30. Make available for inspection by Authority Staff the business and vehicle domiciles.

    f. Ensure vehicle maintenance files are setup in accordance with CFR 396.

g. Provide a copy of the Bill of Lading with the CPCN number granted and with complaint/commendation language, in accordance with NAC 706.335 and NAC 706.282.

h. Provide proof that Applicant is in compliance with all municipal, county, and homeowner's association laws, codes, regulations, and bylaws for the parking or storage of its vehicles.

i. Provide copies of all applicable business licenses.

j. File a tariff that includes a description of the Authority granted, CPCN number, and the name and address of the Applicant.

k. Provide signed affidavit acknowledging requirements of NTA Annual Report pursuant to NRS 706.167.

l. Provide, for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the COVID-19 pandemic.

m. Provide a copy of the contract between Applicant and the laboratory that will perform and monitor the substance abuse program. If the owner will also operate as a driver, the contract must require the laboratory to provide results of positive drug/alcohol tests directly to the Authority.

n. Reimburse the Authority $82.00 for noticing fees and any other outstanding debt due to the Authority.

4. Compliance with the foregoing requirements must be made by the Applicant NO LATER THAN 120 days from the date of this Order. If the Applicant fails to comply within 120-day time period, the Deputy Commissioner of the Authority may vacate this Compliance Order and dismiss this Application.

5. ***This Order does not constitute operating authority; performance of the transportation service contemplated by this Order may not be instituted prior to the issuance of said Certificate referred to hereinabove.***

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6. If Total Home Experience, LLC is cited by the Authority for any violation of NRS 706 prior to the close of the compliance period, the Deputy Commissioner shall vacate this Order and dismiss the Application unless the Authority orders otherwise.
7. The Deputy Commissioner shall be authorized to issue the above-referenced Certificate of Public Convenience and Necessity upon the Applicant meeting all requirements set forth herein.
8. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

**Total Home Experience, LLC**
**Application for Household Goods Mover Authority**
**Docket 20-11031**
**March 4, 2021 General Session**

**Application Summary:**
On November 25, Total Home Experience, LLC ("Applicant") filed an application requesting authority to transport household goods within the State of Nevada and to operate two (2) vehicles within Washoe, Douglas, Lyon and Churchill Counties and Carson City, Nevada on the one hand and points and places in the State of Nevada on the other. Said Application was accepted on November 25, 2020 and designated as Docket 20-11031.

On December 24, 2019, the application was properly noticed and no PLTIs or protests have been filed.

Kathleen Coombs is the 100% owner of the company. Ms. Coombs will oversee the day to day operations which include client contact, scheduling, billing, and record keeping. Noah Cherry is the Manager and will oversee driver qualification and vehicle maintenance files, driver training and hiring and firing.

**Staff Analysis:**
Staff supports this application operationally and financially and respectfully requests the application hearing be dispensed pursuant to NRS 706.391 (9), for the reasons stated below:

1. Background investigation was performed with no areas of concern **(Attachment A).**

2. Market – The applicant currently owns and operates Total Home Experience LLC, which currently offers a variety of home and personal related services, including cleaning & janitorial, general labor, yard work and home improvement. The applicant will be using the marketing expertise and contacts created during the last three years as a starting point for the additional Household Goods operations. Staff recognizes that documentary evidence is difficult to compile since moving is not a highly repetitive activity compared to market for transporting passengers. Staff does not require household goods movers to provide market.

3. The Pro Forma Balance Sheet is the actual Balance Sheet ending 12/31/2020 and lists two (2) vehicles; an 80.3% equity ratio; a 4.5 to 1 current ratio, and sufficient cash to support their 90 day cash requirement. The Applicant meets the Authority's financial requirements **(Attachment B).**

4. The Pro Forma Income Statement for the HHG services projects net income of $16,144 on $130,845 of revenues for the first twelve (12) months of operations, and a consolidated net income of $50,140 on $488,850 of revenues. Staff considers the revenue projection to be conservative when compared to other similarly situated carriers [i.e., Phoenix Movers, LLC d/b/a Carneys Ful Service Movers (CPCN 3258), and All The Right Moves, LLP (CPCN 3340 Sub 2)]; Staff's analysis did not disclose any material errors or omissions that would materially affect net income and make the proposed operations not compensable **(Attachment C).**

5. Capital Infusion – Total Home Experience LLC currently has enough cash on hand to meet the 90 day operating cash requirement and no further cash infusion is required.

6. Tariff—the proposed rates were compared to several existing carrier's tariffs with similar authorities and vehicle restrictions [i.e., Phoenix Movers, LLC d/b/a Carneys Ful Service Movers (CPCN 3258), A & R Delivery Service, LLC (CPCN 3359) and All The Right Moves, LLP (CPCN 3340 Sub 2) and were found to be within the range of rates currently charged for similar services (**Attachment D**).

**Attachments:**

A. Investigator's Background Report without exhibits
B. Pro Forma Balance Sheet
C. Pro Forma Income Statement and Narratives
D. Tariff

**Compliance Items are those included in the background report:**

# STATE OF NEVADA
## TRANSPORTATION AUTHORITY
## BACKGROUND INVESTIGATION FOR FULLY REGULATED CARRIERS

| | |
|---|---|
| **DOCKET NUMBER: 20-11031** | **DATE APPLICATION WAS FILED: 11/30/2020** |
| **APPLICANT NAME:** Kathleen D. Coombs | **TITLE:** Owner |
| **COMPANY NAME:** Total Home Experience, LLC | |
| **ADDRESS:** 1140 Flanders Rd., Reno NV 89511 | |
| **PHONE NUMBERS:** 775 691 3813 | |
| **ATTORNEY:** | **PHONE#:** |
| **INVESTIGATOR : Woods** | **DATE ASSIGNED: 12/03/2020** |

**GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)**

**WHAT TYPE OF SERVICE IS PROPOSED?**

| | | | | | |
|---|---|---|---|---|---|
| Charter Limousine | | HHG | X | Airport Transfer | |
| Scenic Tours | | Special Services | | Taxi | |
| Contract Carrier | | NEMT | | | |

**WHAT GEOGRAPHICAL AREA IS PROPOSED FOR SERVICE?**

| | | | | | |
|---|---|---|---|---|---|
| Statewide | | County | X | Which Counties: | Washoe, Douglas, Lyon, Carson, Churchill |

**IS APPLICANT PRESENTLY PROVIDING ANY TYPE OF SERVICE: YES** | | **NO** | X | **What type of service?**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Charter Limousine | | Contract Carrier | | Charter Bus | | Airport Transfer | |
| Scenic Tours | | Special Services | | HHG | | NEMT | |
| Tow Car | | Tow Car | | US DOT Authority | | Other States | |

| | Exhibit |
|---|---|
| **Attach completed Application Oath page as Exhibit A** | **A** |

**IDENTIFY OWNERSHIP STRUCTURE OF THE PROPOSED OPERATIONS**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Corporation | | LLC | X | Partnership | | Sole Proprietorship | |

**Identify each owner and their percentage of ownership: Kathleen Coombs 100%**

| | Exhibit |
|---|---|
| **Attach as an exhibit, appropriate proof of ownership interest where applicable.** | **B** |
| **Will the Applicant be operating under a fictitious firm name? If so, attach a copy of their fictitious firm name filing.** | **N/A** |

**Briefly describe the responsibilities of each owner, (i.e. driver, operational manager, mechanic, bookkeeper, financial backing only, etc):**
Owner Kathleen Coombs will be responsible for maintaining Driver Qualification Files, Vehicle Maintenance Files, Billing, Payroll, Day to Day Operations.

Manager: Noah Cherry, will conduct all Driver training, and daily supervision of employees.

ENTERED 2/5/21 DT



A-1013

| | | | | |
|---|---|---|---|---|
| **Has the criminal background check disclosed any issue of concern?** | **YES** | | **NO** | **X** |
| **Name:**<br>**Kathleen D. Coombs** | | | | |
| **Has there been any previous NTA enforcement action?**<br>**(Including against the companies drivers)** | **YES** | | **NO** | **X** |
| **Does the Applicant have USDOT Authority? (If so, include the SAFER printout as exhibit)** | **YES** | | **NO** | **X** |
| **Is Applicant operating in another state?** | **YES** | | **NO** | **X** |
| If so, Which State and under what type of Authority? | | | | |
| **Explain:** | | | | |

| | **Exhibit** |
|---|---|
| **If so, attach copies of Enforcement Database Printout(s). If more than 5 citations include summary listing the citation number, fine amounts and date of issuance, NAC or NRS, or CFR violations. Attach copies of MC/USDOT rating.** | **N/A** |

**Identify any key operational personnel who have no ownership interest and briefly describe their responsibilities: None at this time will hire as needed.**

**Describe the type and number of vehicles the applicant intends to operate:**

**A. Type of Vehicles:**
2001 International Medium Duty Box Van
2004 GMC Medium Duty Box Van

**B. Number of Vehicles: 2**

| | **Exhibit** |
|---|---|
| **Attach photographs of vehicles as an exhibit** | **C** |
| **Attach as an exhibit, copies of vehicle titles and registration, if available** | **D** |

**Describe the facilities to be used for this operation: Personal Residence**

**C. Address (If Known):1140 Flanders Rd. Reno NV 89511**

| | | | | |
|---|---|---|---|---|
| **Does the Applicant have an acceptable Timekeeping method?** | **YES** | **X** | **NO** | |
| **If Yes, Describe: Timeclock** | | | | |

| | | | | |
|---|---|---|---|---|
| Does the Applicant plan to store their vehicles at a location other than their legal domicile? | **YES** | | **NO** | **X** |
| **D. If so, provide address (If known):** | | | | |

**Are the facilities adequate for the proposed service?**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Properly Zoned? | **YES** | **X** | **NO** | | Adequate? | **YES** | **X** | **NO** | |

**If inadequate, describe the Applicant's plan to remedy: Location is rural county acreage with no restrictions for parking equipment. Owner can provide county Zoning authorization.**

| | | | | |
|---|---|---|---|---|
| Does the Applicant understand the operating authority sought, and is their plans consistent with that grant of authority? | **YES** | **X** | **NO** | |
| Can the Applicant secure insurance as required by NAC 706.191? | **YES** | **X** | **NO** | |

| | **Exhibit** |
|---|---|
| **Attach appropriate proof of insurance, or ability to obtain, as an exhibit** | **E** |

| | | | | |
|---|---|---|---|---|
| Does the Applicant understand the requirements contained within 49 CFR 391.51 as they pertain to the establishment and maintenance of driver qualification files? | **YES** | **X** | **NO** | |
| Does the Applicant understand the requirements contained within 49 CFR 396 as they pertain to the establishment and maintenance of vehicle maintenance records? | **YES** | **X** | **NO** | |
| Does the Applicant understand the requirements that pertain to the establishment of a substance abuse policy/program as contained in 49 CFR Parts 40, 382? | **YES** | **X** | **NO** | |
| Has the Applicant contracted with a laboratory to perform and monitor their substance abuse program? | **YES** | **X** | **NO** | |

A-2 of 3

| | | | | |
|---|---|---|---|---|
| **If so, which laboratory? Lab Corp** | | | | |
| Does the Applicant have adequate personnel (drivers, managers, etc) to operate their business? | **YES** | **X** | **NO** | |

| | |
|---|---|
| | **Exhibit** |
| **Attach copies of the Applicant's charter orders, bills of lading, manifests, etc., as applicable. (Do not include copies of tariff or proposed contracts)** | **F** |

| | | | | |
|---|---|---|---|---|
| Does the Applicant intend on using a Logo as contained in NAC 706.170(4)? *Limousine only* | **YES** | | **NO** | **X** |

| | |
|---|---|
| | **Exhibit** |
| **Attach copies of proposed Logo** | **N/A** |

| | | | | |
|---|---|---|---|---|
| Has the Applicant demonstrated adequate knowledge of the rules and regulations that pertain to operating authority sought; i.e., provisions of NRS Chapter 706, NAC Chapter 706, and the Federal Motor Carrier Safety Regulations? | **YES** | **X** | **NO** | |
| Does the Applicant understand the limitations inherent in their grant of operating authority? | **YES** | **X** | **NO** | |

| | | | | |
|---|---|---|---|---|
| **Has the Applicant read and signed the NTA Knowledge Statement?** | **YES** | **X** | **NO** | |

| | |
|---|---|
| | **Exhibit** |
| **Attach signed Knowledge Statement.** | **G** |

| **COMPLIANCE ITEMS** | |
|---|---|
| 1 | Avoid Material Changes |
| 2 | File with the Authority evidence, (Form E), and/or if required (Form H) in the Applicant's name. |
| 3 | File with the Authority the necessary insurance (Certificate of Insurance), describing liability limits, vehicles covered. |
| 4 | Make vehicle(s) available for inspection by Enforcement Staff to ensure that they properly registered in motor carrier's name, display CPCN number, Logo and/or name of motor carrier. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles and registrations. |
| 5 | Ensure Driver qualification files are setup in accordance with CFR 391.51. Explain and make available set-up of time tracking method put into place. Ensure all drivers have pre-employment drug testing in accordance with Part 40, and CFR 382.301 and make available to Enforcement Staff for inspection of their business and vehicle domiciles, if different from business location. |
| 6 | Ensure vehicle maintenance files are setup in accordance with CFR 396. |
| 7 | File a copy of Bill of Lading (HHG) in accordance with NAC's which includes the CPCN number granted. |
| 8 | Provide copies of Business License(s). |
| 9 | File a Tariff for approval by the financial Analyst. |
| 10 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list. |
| 11 | Provide for approval, a Safety Plan following Nevada Governmental Guidelines and Protocols during the Covid 19 pandemic. |
| | |
| 12 | Provide signed Affidavit acknowledging requirements of NTA Annual Report pursuant to NRS 706.167 |
| 13 | If vehicles are to be parked at residence, applicant shall produce 1) a letter signed by an authorized officer of homeowners association (HOA) or 2) if no HOA then a letter signed by an authorized officer of the city (or county) office of parking and code enforcement where the residence is located. The letter shall identify the applicant, identify and describe the vehicle(s) and identify the residence address. |
| 14 | Reimburse the Authority for the cost of noticing fees or other outstanding debt due to the Authority. |

| | |
|---|---|
| **INVESTIGATOR: Woods** | **DATE: 1/26/21** |
| **REVIEWED BY SUPERVISOR INVESTIGATOR:** | **DATE:** 1/28/21 |
| **REVIEWED BY APPLICATION MANAGER:** | **DATE:** 2/5/21 |

**A listed EXHIBIT, (A,B,C etc), is the documentary evidence of the requirement being met. If a requirement has not been met, the EXHIBIT category will be left blank and it will be checked as a compliance item. Questions that do not apply to the Applicant the EXHIBIT category will be marked as NA.**



A-3013

# Total Home Experience, LLC

## BALANCE SHEET

As of December 31, 2020

| | TOTAL |
|---|---|
| ASSETS | |
| Current Assets | |
| Bank Accounts | |
| THE, LLC | 29,987.75 |
| **Total Bank Accounts** | **$29,987.75** |
| Other Current Assets | |
| Uncategorized Asset | 26.50 |
| **Total Other Current Assets** | **$26.50** |
| **Total Current Assets** | **$30,014.25** |
| Fixed Assets | |
| 2002 International | 6,500.00 |
| Improvements - Vehicle (2004 GMC W4500) | 5,775.52 |
| Vehicle (2004 GMC W4500) | 5,000.00 |
| **Total Fixed Assets** | **$17,275.52** |
| **TOTAL ASSETS** | **$47,289.77** |
| LIABILITIES AND EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Credit Cards | |
| Credit Card | -1,263.29 |
| Credit Card 2 | -9.04 |
| Credit Card Noah | 156.67 |
| **Total Credit Cards** | **$ -1,115.66** |
| Other Current Liabilities | |
| Direct Deposit | 0.00 |
| Direct Deposit Payable | 0.00 |
| Paycheck Protection Program | 8,667.00 |
| Payroll Liabilities | |
| Federal Taxes (941/944) | 1,240.77 |
| Federal Unemployment (940) | 176.33 |
| NV Unemployment Tax | 340.69 |
| **Total Payroll Liabilities** | **1,757.79** |
| **Total Other Current Liabilities** | **$10,424.79** |
| **Total Current Liabilities** | **$9,309.13** |
| **Total Liabilities** | **$9,309.13** |
| Equity | |
| Owner's Investment | 31,847.61 |
| Owner's Pay & Personal Expenses | -33,000.00 |
| Retained Earnings | -4,886.33 |
| Net Income | 44,019.36 |
| **Total Equity** | **$37,980.64** |
| **TOTAL LIABILITIES AND EQUITY** | **$47,289.77** |

CURRENT RATIO 4.5-1

EQUITY 80.3%

Re Email 2/9/21

# Total Home Experience, LLC
## Profit and Loss by Month
### Twelve Month ProForma Income Household Goods Moving

| | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Month 8 | Month 9 | Month 10 | Month 11 | Month 12 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Income** | | | | | | | | | | | | | |
| Number of Moves | 10 | 10 | 10 | 15 | 15 | 15 | 20 | 20 | 20 | 20 | 20 | 20 | 195 |
| Service Revenue - HHG Moving | 6,700 | 6,700 | 6,700 | 10,050 | 10,050 | 10,050 | 13,400 | 13,400 | 13,400 | 13,400 | 13,400 | 13,400 | 130,650 |
| | | | | | | | | | | | | | 0 |
| **Total Income** | **6,710** | **6,710** | **6,710** | **10,065** | **10,065** | **10,065** | **13,420** | **13,420** | **13,420** | **13,420** | **13,420** | **13,420** | **130,845** |
| **Expenses** | | | | | | | | | | | | | |
| Advertising & Marketing | | | | | | | | | | | | | 0 |
| Bank Charges & Fees | | | | | | | | | | | | | 0 |
| Car & Truck | | | | | | | | | | | | | 0 |
| Claims | 336 | 336 | 336 | 503 | 503 | 503 | 671 | 671 | 671 | 671 | 671 | 671 | 6,542 |
| Contractors | 2,684 | 2,684 | 2,684 | 4,026 | 4,026 | 4,026 | 5,368 | 5,368 | 5,368 | 5,368 | 5,368 | 5,368 | 52,338 |
| Depreciation | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 2,700 |
| Fuel | 244 | 244 | 244 | 366 | 366 | 366 | 488 | 488 | 488 | 488 | 488 | 488 | 4,753 |
| Insurance | | | | | | | | | | | | | 0 |
| Job Supplies | 450 | 450 | 450 | 675 | 675 | 675 | 900 | 900 | 900 | 900 | 900 | 900 | 8,775 |
| Legal & Professional Services | | 110 | 90 | | 30 | 30 | 30 | | | | | | 290 |
| Meals & Entertainment | | | 28 | | | 20 | 15 | | | | | 486 | 550 |
| Office Supplies & Software | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 1,200 |
| Other Business Expenses | 245 | 0 | 0 | | | | 0 | 0 | 120 | 0 | | | 365 |
| Payroll Taxes | 224 | 224 | 224 | 337 | 337 | 337 | 449 | 449 | 449 | 449 | 449 | 449 | 4,378 |
| Driver Wages | 1,200 | 1,200 | 1,200 | 1,800 | 1,800 | 1,800 | 2,400 | 2,400 | 2,400 | 2,400 | 2,400 | 2,400 | 23,400 |
| Repairs & Maintenance | 456 | 456 | 456 | 456 | 456 | 456 | 456 | 456 | 456 | 456 | 456 | 456 | 5,475 |
| Taxes & Licenses | | | | 350 | | | | | 380 | | | 406 | 1,136 |
| Travel | | | | | | | | | | | | | 0 |
| Telephone/Utilities | 234 | 234 | 234 | 234 | 234 | 234 | 234 | 234 | 234 | 234 | 234 | 234 | 2,802 |
| **Total Expenses** | **6,397** | **6,262** | **6,270** | **9,071** | **8,751** | **8,772** | **11,335** | **11,290** | **11,790** | **11,290** | **11,290** | **12,182** | **114,701** |
| **Net Income** | **313** | **448** | **440** | **994** | **1,314** | **1,293** | **2,085** | **2,130** | **1,630** | **2,130** | **2,130** | **1,238** | **16,144** |

2015

## Profit and Loss by Month

Consolidated Twelve Month ProForma Income

| | Maonth 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Month 8 | Month 9 | Month 10 | Month 11 | Month 12 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Income | | | | | | | | | | | | | |
| Service Revenue - Cleaning | 7,750.00 | 6,100.00 | 7,800.00 | 6,900.00 | 8,000.00 | 11,500.00 | 21,300.00 | 22,810.00 | 24,300.00 | 22,100.00 | 18,300.00 | 29,340.00 | 186,200 |
| Service Revenue - HHG Moving | 6,700.00 | 6,700.00 | 6,700.00 | 10,050.00 | 10,050.00 | 10,050.00 | 13,400.00 | 13,400.00 | 13,400.00 | 13,400.00 | 13,400.00 | 13,400.00 | 130,650 |
| Service Revenue - Maintenance | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 30,000 |
| Service Revenue - Junk Removal | 11,833 | 11,833 | 11,833 | 11,833 | 11,833 | 11,833 | 11,833 | 11,833 | 11,833 | 11,833 | 11,833 | 11,833 | 142,000 |
| Total Income | 28,783 | 27,133 | 28,833 | 31,283 | 32,383 | 35,883 | 49,033 | 50,543 | 52,033 | 49,833 | 46,033 | 57,073 | 488,850 |
| Expenses | | | | | | | | | | | | | |
| Advertising & Marketing | 800 | 800 | 800 | 800 | 800 | 800 | 800 | 800 | 800 | 800 | 800 | 800 | 9,600 |
| Bank Charges & Fees | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 1,380 |
| Car & Truck | 0 | 0 | 0 | 0 | 0 | 61 | 0 | 320 | 0 | 1,693 | 0 | 0 | 2,074 |
| Claims | 336 | 336 | 336 | 503 | 503 | 503 | 671 | 671 | 671 | 671 | 671 | 671 | 6,542 |
| Contractors | 19,944 | 19,944 | 19,944 | 21,286 | 21,286 | 21,286 | 22,628 | 22,628 | 22,628 | 22,628 | 22,628 | 22,628 | 259,458 |
| Depreciation | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 2,700 |
| Fuel | 244 | 244 | 244 | 366 | 366 | 366 | 488 | 488 | 488 | 488 | 488 | 488 | 4,753 |
| Insurance | 380 | 791 | 380 | 775 | 380 | 196 | 1,036 | 196 | 858 | 3,425 | 1,278 | 69 | 9,763 |
| Job Supplies | 3,312 | 3,312 | 3,312 | 3,537 | 3,537 | 3,537 | 3,762 | 3,762 | 3,762 | 3,762 | 3,762 | 3,762 | 43,120 |
| Legal & Professional Services | 0 | 220 | 180 | 0 | 60 | 60 | 60 | 0 | 0 | 0 | 0 | 0 | 579 |
| Meals & Entertainment | 0 | 0 | 56 | 0 | 0 | 41 | 31 | 0 | 0 | 0 | 0 | 972 | 1,100 |
| Office Supplies & Software | 387 | 387 | 387 | 387 | 387 | 387 | 387 | 387 | 387 | 387 | 387 | 387 | 4,639 |
| Other Business Expenses | 490 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 240 | 0 | 0 | 0 | 730 |
| Payroll Taxes | 894 | 894 | 894 | 1,006 | 1,006 | 1,006 | 1,119 | 1,119 | 1,119 | 1,119 | 1,119 | 1,119 | 12,414 |
| Wages | 4,782 | 4,782 | 4,782 | 5,382 | 5,382 | 5,382 | 5,982 | 5,982 | 5,982 | 5,982 | 5,982 | 5,982 | 66,384 |
| Repairs & Maintenance | 456 | 456 | 456 | 456 | 607 | 456 | 456 | 456 | 456 | 580 | 456 | 810 | 6,104 |
| Taxes & Licenses | 0 | 0 | 0 | 700 | 0 | 0 | 0 | 0 | 759 | 0 | 0 | 812 | 2,271 |
| Travel | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 300 |
| Utilities | 412 | 412 | 412 | 412 | 412 | 412 | 417 | 367 | 392 | 392 | 392 | 367 | 4,799 |
| Total Expenses | 32,802 | 32,942 | 32,547 | 35,975 | 35,091 | 34,857 | 38,201 | 37,540 | 38,906 | 42,291 | 38,327 | 39,231 | 438,710 |
| Net Income | -4,018 | -5,809 | -3,714 | -4,692 | -2,707 | 1,026 | 10,832 | 13,003 | 13,127 | 7,542 | 7,707 | 17,843 | 50,140 |

Received 02/10/21

Revised EXQ FFIS

Received 2/10/21

**12 Month Statement Pro-Forma Income and Expense for Total Home Experience LLC**

**Projected Revenue Narrative:**

Total Home Experience has been in existence since April 2018 and has experienced increasing revenues from its existing business. We plan on leveraging our existing client base for referrals for moving. We project 15-25 referrals jobs from this base.
We anticipate 5 jobs per month from advertising during the slow months and 10 jobs per month from advertising during the busy months.

The projected revenue, for the first year of business, is based on two trucks already owned. This projection is based on 10 moves per month for the first three months, increasing to 15 moves per month for the second three months, and increasing to 20 moves a month for month 7 through twelve.
Projected revenue of $130,845.00 at 195 jobs = $670.00 (average tariff rate).
Using 2 men plus a truck at the average tariff rate with an average move at 5 hours equals an average move at $670.00.

Projections are based on a 30 day month and allows for down time for maintenance or other vehicle issues each month.

**Vehicle Fuel:**

Vehicle fuel is based upon vehicles averaging 8 miles per gallon and fuel priced approximately at $3.00 per gallon. Estimated mileage per job is 65 miles. In the beginning the truck will not be scheduled at 100% to allow downtime for maintenance. Vehicles one will be scheduled at 5 jobs in months 1-3, 10 jobs month 4-6, and 15 jobs months 7 – 12 Based on these assumptions our projected fuel price, is projected to cost $3,291.00.
Vehicle Maintenance:
Vehicles will be maintained every 6,000 miles, about every 3-5 months. Based on estimates from the shop, this averages out to be about $300 per month per truck for months 1-3, 450.00 per month for months 4 – 6, and 600.00 per month per truck for months 7 - 12.
This includes vehicle inspection points, oil changes, filter change and lube job and annual DOT inspections. Yearly total for vehicle maintenance is $5,475.00

**Supplies:**

Supplies consist of moving materials: tape, shrink wrap, bubble wrap, packing paper and boxes. We assume a majority of our customers will pack themselves and will only need limited supplies for their move. We project an average of $45 in moving supplies per job over a 12 month period for a total of $6,075.00 for the year for supplies.

**Tools and equipment:**

Since Total home Experience LLC is already an ongoing business, we expect monthly expenses for small tools and miscellaneous items for day to day moves and operations to be minimal. We have budgeted $200 per month for small things throughout the year. For a total of $2,400.00.

**Received 2/10/21**

Insurance:
Total Home Experience already has insurance on its trucks which exceed the minimum requirements of NAC 706.191. Therefore, the PFIS for household Goods does not reflect any additional insurance premiums. We have budgeted and annual cost of 12,840 on the consolidated.

**Telephone/Utilities:**
Two cell phones will be used to make and take all business calls for a total of $233.50 per month. A total of $2,802.00 for the first year.

**Advertising/Marketing:**

Total Home Experience already allocates Advertising Expenses and will continue to use these same marketing channels for its HHG moving component. We did not allocate any marginal advertising expenditures on the HHG PFIS; however, we are allocating an annual cost of $9,600 on the consolidated PFIS, which is based on historical expenditures.

**Office Rent:**

Total Home Experience operates out of the owner's home, where the property is such a size as to already have garages for existing vehicles on site. Therefore, rent is not allocated on the PFIS

**Licenses;**

Licenses we must obtain are allocated on the Consolidated PFIS:
State Business License: $350
Other annual licenses $1150

**Claims:**

Although we will try to avoid any damages, through training and proper moving techniques, if a claim is filed, we will work to take care of the claim in a timely manner. Total Home Experience LLC will set aside a fund of 5% of Revenues per month for a yearly total of $6,082

**Office Supplies:**

Total Home Experience LLC only expects a marginal increase in its current Office Supplies expense, and has allocated $100.00 per month to its HHG moving business, and a consolidated total of 4,639.00

**Travel:**

Total Home Experience has not experienced a great need for travel in its current operations and does not forecast any marginal increase. We have allocated 300.00 per year on our consolidated PFIS based on prior experience.

**Received 2/10/21**

**Driver wages:**

Total Home Experience wages for the period 11/1/19 – 10/31/20 was $40,718. We expect to fully utilize most of our existing staff anticipate a marginal increase of driver wages of $16,200 annually based on average driver salary of $20.00 per hour with 6 hours allocated per job. The consolidated budget for wages, including drivers, will be $59,184 annual, based on prior experience and costs.

**Contract labor;**
Total Home Experience Contract Labor for the period 11/1/19 – 10/31/20 was $155,541. We anticipate a marginal increase in Contract Labor Costs of approximately $48,654 annually, as we expect to fully utilize most of our existing staff. The consolidated budget for Contract Labor, will be $255,774 annual, based on prior experience and costs.

**Payroll Tax**:

Payroll overhead includes items such as FICA, Federal Unemployment Insurance
and state equivalent and is based on 15% of payroll for each. Workers comp has been included here at 3.7% for total consolidated annual expense of $11,067.00 per year.

**Depreciation** (see attachments)
Depreciation expense is calculated using 5 year Straight Line method

**Bank and Credit Card Services;**
Total home Experience has budgeted 115.00 per month for bank charges based on prior experience.

NO SUPPLEMENT TO THIS TARIFF WILL BE ISSUED EXCEPT
FOR THE PURPOSE OF CANCELING THE TARIFF UNLESS
OTHERWISE SPECIFICALLY AUTHORTIZED BY N.T.A.

# TOTAL HOME EXPERIENCE, LLC

## NEVADA HOUSEHOLD GOODS TARIFF NO. 1

NAMING LOCAL AND LONG DISTANCE TRANSPORTATION CHARGES

ALSO

RATES, RULES AND REGULATIONS APPLYING ON

NEW AND USED FURNITURE AND HOUSEHOLD EFFECTS, PERSONAL

EFFECTS, AND OTHER PROPERTY AS DESCRIBED IN THIS TARIFF

BETWEEN

ON-CALL, OVER IRREGULAR ROUTE TRANSPORTATION OF HOUSEHOLD

GOODS OF ALL TYPES AND DESCRIPTIONS BETWEEN POINTS AND

PLACES WITHIN WASHOE, DOUGLAS, LYON & CHURCHILL COUNTIES

AND CARSON CITY, NEVADA ON THE ONE HAND AND POINTS AND PLACES

WITHIN THE STATE OF NEVADA ON THE OTHER

ISSUED: ISSUED BY: EFFECTIVE:

Kathleen D. Coombs, Owner
1140 Flanders Road
Reno, NV 89511

9-10 8

| Checking Sheet For Tariff |
|---|
| Upon receipt of new or revised pages, a check mark must be placed in the box next to the correction number corresponding to number shown in lower right-hand corner of the new or changed page. If correction numbers are properly checked as received, check marks will appear in consecutive order without omission. However, if check marks indicated that a new or revised page has not yet been received, request should at once be made to the issuing carrier for a copy of the new or revised page. |

**Correction Numbers**

| | | | | |
|---|---|---|---|---|
| ☐ 1 | ☐ 7 | ☐ 13 | ☐ 19 | ☐ 25 |
| ☐ 2 | ☐ 8 | ☐ 14 | ☐ 20 | ☐ 26 |
| ☐ 3 | ☐ 9 | ☐ 15 | ☐ 21 | ☐ 27 |
| ☐ 4 | ☐ 10 | ☐ 16 | ☐ 22 | ☐ 28 |
| ☐ 5 | ☐ 11 | ☐ 17 | ☐ 23 | ☐ 29 |
| ☐ 6 | ☐ 12 | ☐ 18 | ☐ 24 | ☐ 30 |

**Explanation of Abbreviations and Other Reference Marks**

dba .....Doing Business As
NV .....Nevada
No. .....Number
Nos. .....Numbers
NTA .....Nevada Transportation Authority

N .....New
C .....Change, neither increase nor reduction
R .....Reduction
I .....Increase

INTENTIONALLY LEFT BLANK

ISSUED: ISSUED BY: EFFECTIVE:

Kathleen D. Coombs, Owner
1140 Flanders Road
Reno, NV 89511

D-2018

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Kathleen D. Coombs, Owner
1140 Flanders Road
Reno, NV 89511

D-3018

**SECTION I**
**Rules and Regulations**

| ITEM NO. | |
|---|---|
| 10 | APPLICATION OF RATES – METHOD OF DETERMINING DISTANCE<br>The distance will be computed using a current official internet mapping system, i.e. Google maps. When carrier receives a request to move between two points mileage shall be computed from point of truck pick up to point of delivery to point of truck return. Rates will be computed using round trip mileage. |
| 20 | APPLICATION OF RATES – TERRITORY<br>The rates shown in this tariff apply between all points and places within Washoe, Douglas, Lyon & Churchill Counties and Carson City, Nevada on the one hand and points and places within the State of Nevada on the other. |
| 30 | APPLICATION OF RATES – COMMODITY DESCRIPTION<br>The rates named in this tariff apply on household goods, i.e.; personal effects, baggage and property used or to be used in a dwelling, furniture, fixtures, equipment and the property of stores, offices, museums, institutions, hospitals, or other establishments and articles, including objects of art, displays and exhibits and other equipment which because of their unusual nature or value require specialized handling and equipment usually employed in moving household goods. |
| 40 | ARTICLES NOT ACCEPTED<br>Unless otherwise provided, the following property will not be accepted for shipment: bank bills, coins, or currency deeds, notes, drafts or valuable papers of any kind, credit cards, jewelry, postage or trading stamps, precious stones, or articles of peculiarity inherent or extraordinary value, precious metals, or articles manufactured there from or perishable articles.<br>Should such articles come into the possession of the carrier without its knowledge, responsibility for safe delivery will not be assumed. Explosives, dangerous goods or property liable to impregnate or otherwise damage equipment or other property will not be accepted for shipment. Household pets will not be accepted for shipment. |
| 50 | DECLARATION OF VALUE<br>Shippers are required to state specifically in writing the agreed or declared value of the property, otherwise base value of 60 cents per pound, per article will apply. Where value in excess of 60 cents per pound, per article is declared, at the option of the shipper, the carrier will provide full declared value protection through special insurance at an added charge equivalent to the required premium. If shipper declines to declare the value or agree to release value in writing the shipment may not be accepted. If accepted, base release of 60 cents per pound, per article will apply. |
| 60 | BILL FOR PAYMENT<br>Upon the completion of a shipment of household goods, the authorized carrier shall present to the person paying for the shipment the original bill for payment. The bill must show: |

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Kathleen D. Coombs, Owner
1140 Flanders Road
Reno, NV 89511

D-418

| | |
|---|---|
| | (a) The name and address of the carrier.<br>(b) The names of the consignor and consignee.<br>(c) The points of origin and destination.<br>(d) The date and time the shipment was received by the carrier.<br>(e) The date and time of arrival of the shipment at its destination.<br>(f) The date of the bill.<br>(g) The weight of the shipment, if applicable.<br>(h) The route over which the household goods were transported, the name of the point of transfer and the name of each carrier participating in the transportation.<br>(i) The number of vehicles which transported the household goods.<br>(j) An adequate description of the property transported, including the number of items carried.<br>(k) The rate charged for the service.<br>(l) Any other charge incident to the transportation.<br>(m) A statement that the carrier's rates are subject to regulation by the Authority.<br>(n) Any other information required by the Authority. |
| 70 | CHARGES ON DIFFERENT MINIMUM WEIGHTS<br>When charges accruing on a shipment based upon actual weight exceed the charges computed upon a rate based upon a greater minimum weight, the latter will apply. |
| 80 | ESTIMATE OF CHARGES<br>1. A common motor carrier of household goods, must, if requested by the shipper after a visual inspection of the goods, give to the shipper a written estimate of the charges. The original must be delivered to the shipper and a copy maintained by the carrier in his record of the shipment.<br>2. The estimate must be based upon the carrier's tariff filed with the Authority. The final charge for transporting the goods may not exceed the estimate unless the customer requests services that are not included in the written estimate and agrees to pay for the additional services so requested. If the final charge is less than the estimate, the carrier shall only collect the actual charge for the service. |
| 90 | SHIPMENTS ACCEPTED SUBJECT TO LAWS<br>Shipments will be accepted subject to the requirements of ordinances or limitations of law regulating the transportation of the property, or the use of vehicles and facilities. |
| 100 | CLAIMS<br>1. A claim by a shipper or consignor against a common or contract motor carrier for lost or damaged freight or baggage must be submitted to the carrier within 7 days after the loss or damage is discovered.<br>2. Within 14 days after receipt of the claim, the carrier shall;<br>(a) Compensate the shipper or consignor; or<br>(b) Deliver to the shipper or consignor a written denial of the claim.<br>3. A denial of a claim may be appealed by the shipper or consignor to the Authority. |

ISSUED: ISSUED BY: EFFECTIVE:

Kathleen D. Coombs, Owner
1140 Flanders Road
Reno, NV 89511

| | |
|---|---|
| | 4. Any claims for loss, or damage shall be in writing. Carrier may require certified or sworn statement of claim. Claims for property or cargo damage must first be noted on the bill of lading prior to the crew leaving the destination address.<br>5. The carrier liability shall not exceed the cost of repairing or replacing the property listed or damaged with materials of like kind and quality not exceeding the actual cast value of the property at time and place of loss, with due released value not exceeding 60 cents per pound, per article. If the shipper has not released the value to a lump sum for the entire shipment, such proportion of the actual value of the article or articles lost or damaged shall be determined under item no. 50.<br>6. The carrier liability for goods shall cease when the property has been delivered to and receipted for by the owner, co-signee or the authorized agent of either, except as to damage noted at time of delivery. When the carrier is directed to unload or deliver property (or render any service) at a place or places at which the co-signee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.<br>7. Where the carrier is directed to load property from (or render any service) at a place or places at which the co-signee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.<br>8. The services provided by this tariff do not include the servicing of refrigerators, stoves, deep freezers, record players, washing machines, television sets, air conditioners, television aerial, or other articles or appliances requiring special servicing prior to or immediately after transportation. |
| 110 | INSPECTION OF PACKAGES<br>When carrier or his agent believes it necessary that contents of packages be inspected, he shall make or cause such inspections to be made, or require other sufficient evidence to determine the actual character of the property. |
| 120 | NOTIFICATION OF LIABILITY COVERAGE<br>Before providing any service subject to regulation by the Authority, a carrier of household goods must notify the customer in writing of the scope of the standard liability coverage provided and the availability of additional coverage. |
| 130 | FULL VALUE PROTECTION<br>1. When full value protection is ordered in writing and paid for by the customer, carrier will guarantee either replacement of article lost or damaged while in carrier's custody, reimbursement for full replacement cost or satisfactory repairs, whichever is less. |
| 140 | IMPRACTIBLE PICK-UP OR DELIVERY<br>1. It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be safely operated.<br>2. When it is physically impossible for carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment, due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of the roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the carrier |

| | |
|---|---|
| | shall hold itself available at point of pick-up or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be safely made.<br>3. Upon request of the shipper, co-signee or owner of the goods, the carrier will use or engage additional equipment than its normal road haul equipment or provide extra labor to complete the load or unload of shipment. Charges for this extra service to cover labor and additional vehicle (if used) will be in addition to all other transportation charges. The labor will be the hourly rate.<br>4. If the shipper does not accept the shipment at nearest point of safe approach by carrier road haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at a public warehouse, subject to a lien of all lawful charges. The liability on the part of the carrier will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered. |
| 150 | INSURANCE<br>The cost of any insurance in the name of the shipper, or for the benefit of the shipper will not be assumed by the carrier. |
| 160 | PAYMENT OF CHARGES<br>The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and advance charges have been paid by cash, or credit except where other arrangements have been made in advance. |
| 170 | WAITING, DELAY OR DELIVERY FAILURE<br>When vehicle is held in excess of one-half (0.5) hour for convenience of shipper or co-signee through no fault of the carrier, a charge for waiting time will apply at the hourly rates shown in this tariff. If unable to locate co-signee or they are unable to accept shipment, property will be placed in a public storage at additional cost to co-signee upon such placement liability as a carrier shall immediately cease. |
| 180 | DISASSEMBLING AND REASSEMBLING<br>1. Distance and hourly rates in this tariff do not include removing any outdoor articles embedded in the ground or secured to a building, nor the assembling or disassembling of any outdoor articles such as hot tubs, saunas, steel utility cabinets, swing sets, slides, sky rides, jungle gyms or other outdoor articles of similar nature, nor the assembling or disassembling of unusual articles found inside of buildings, such as water beds, steel shelving, pool tables, pianos, elongated work tables, counters, etc. Upon request of the shipper, and if the carrier has the qualified personnel, carrier will disassemble and reassemble such articles, subject to additional hourly charges. Nor are any items to be disconnected or reconnected to gas or propane lines or systems.<br>2. Ready to assemble furniture such as inexpensive computer desks, entertainment centers, bookcases and wall units that are manufactured to be assembled by owner may result in damage during move even when properly handled. This furniture is not made to be moved once assembled. The carrier cannot accept responsibility for condition after move. |



Kathleen D. Coombs, Owner
1140 Flanders Road
Reno, NV 89511

D-7018

## SECTION II
## Mileage Rates

| ITEM NO. | |
|---|---|
| | SHIPMENT – Released to a value not exceeding 60 cents per pound, per article.<br>TRANSPORTED – Between all points and places within Washoe, Douglas, Lyon & Churchill Counties and Carson City, Nevada on the one hand and points and places within the State of Nevada on the other.<br>GEOGRAPHIC AREA – These rates do not apply on shipments moving within 100 miles of the base of operation. Hourly rates will apply on those shipments. |
| 200 | MILEAGE RATES – OVER 100 MILES<br>Any shipments moving over 101 miles from the base of operation will be billed at and additional $1.20 per mile. |

## SECTION III
## Hourly Rates

| ITEM NO. | |
|---|---|
| | SHIPMENT – Released to a value not exceeding 60 cents per pound, per article.<br><br>Rates in this section apply to all shipments within a 100 mile radius of base of operation, within Washoe, Douglas, Lyon & Churchill Counties and Carson City, Nevada on the one hand and points and places within the State of Nevada on the other. |
| 300 | HOURLY AND FLAT RATES<br>1. Furnish 10' or 15' box truck $120.00<br>Furnish 20' or 26' box truck $150.00<br>Driver/Man labor $45.00 per hour*<br>Additional Man labor $45.00 per hour*<br><br>*Three hours minimum required<br>*Three men minimum required for 3rd floor or more flights of stairs. |
| 300 | TRAVEL FEE – travel fee will be added per hourly rate round trip. Contract time is base to base. Time starts when movers leave base and arrive back to base after the job is completed. |

ISSUED: ISSUED BY: EFFECTIVE:

Kathleen D. Coombs, Owner
1140 Flanders Road
Reno, NV 89511

D-8018

# Agenda Item# 82

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|---|
| In Re: The Joint Application of 24/7 Entertainment, LLC d/b/a 24/7 Entertainment Limousines for the interim temporary transfer of operating rights granted under CPCN 1102, to 24/7 Limousines, LTD d/b/a 24/7 Limousines. | ) | Docket 21-01026 |

**INTERIM ORDER**

The Nevada Transportation Authority of Nevada ("Authority") makes the following findings of fact and conclusions of law:

1. That on January 29, 2021, 24/7 Entertainment, LLC d/b/a 24/7 Entertainment Limousines ("24/7 Ent.") and 24/7 Limousines, LTD d/b/a 24/7 Limousines ("24/7 Limo") filed a joint Application with the Authority for the temporary transfer of operating rights granted under Certificate of Public Convenience and Necessity ("CPCN") 1102 from 24/7 Ent. to 24/7 Limo. 24/7 Ent. is authorized to provide charter limousine service within Clark, Nye and Lincoln Counties, Nevada, on the one hand and points and places within the State of Nevada on the other, restricted to four (4) vehicles. Said Application was designated as Docket 21-01026.
2. That simultaneously the Applicant requested temporary interim authority.
3. That on January 29, 2021, the Application was properly noticed to the public and the notice period will expire on March 1, 2021. *As of February 18, 2021, no Petitions for Leave to Intervene ("PLTI") or Protests have been filed.*
4. That should a PLTI be filed, the Authority will consider the filing in the normal due course of processing this application for temporary transfer of operating rights.

5. That on February 1, 2021 Chairman Dawn Gibbons, acting as Hearing Officer in this matter, granted the interim request.
6. That the transfer is between two certificated carriers. 24/7 Limo (Transferee-Applicant) is authorized to provide charter limousine service, scenic tour service, and special services under CPCN 1039, Sub 4, and charter limousine service under CPCN 1065, Sub 3.
7. That 24/7 Ent. and 24/7 Limo are owned by Tony Clark as follows:

   24/7 Ent - Tony Clark 100% (CPCNs 1102 and 2073)

   24/7 Limo – Clark Legacy Trust 84%, Tony Clark Trustee, and

   Tony Clark 16% (CPNCs 1039 and 1065)
8. Based on all the records pertaining to the Application, and pursuant to NRS 706.6411:
   a. The Authority has considered the service which has been performed by the Transferor-Applicant and that which may be performed by the Transferee-Applicant;
   b. The Authority has considered the other authorized facilities for transportation in the territory for which the transfer is sought;
   c. The Transferee-Applicant is fit, willing, and able to perform the services of a common motor carrier by vehicle, and the proposed operation would be consistent with the legislative policy set forth in NRS 706.151; and
   d. The public interest requires no additional amendments, restrictions or modifications be attached to the Certificate.

**Therefore, based upon the foregoing findings, it is ORDERED that:**

1. Upon full compliance with the conditions of this Compliance Order, the certificate identified as CPCN 1102, shall be CANCELLED, and a new Certificate of Public

Convenience and Necessity to be designated as CPCN 1102, Sub 1, shall be issued to 24/7 Limousines, LTD d/b/a 24/7 Limousines, authorizing operation as follows:

> INTERIM TEMPORARY:
> Provide charter limousine service to passengers and their luggage, on-call, over irregular routes between points and places within Clark, Nye and Lincoln Counties, Nevada, on the one hand and points and places within the State of Nevada on the other.
>
> RESTRICTIONS: the number of vehicles in the carrier's fleet shall be no more than four (4).
>
> ~~The carrier may not sell, transfer, expand or modify the operating authority granted for eighteen (18) months following the issuance of this certificate.~~
>
> INTERIM TEMPORARY AUTHORITY IN EFFECT during the time period of the pendency of the application in Docket 21-01026 or until the Authority orders otherwise, *whichever comes first*.

2. Before issuance of said Certificate referred to hereinabove, Transferee-Applicant shall be required to:

   a. Avoid material changes in any conditions relied upon by the Authority in its determination of operational or financial fitness and immediately report to Authority Staff any such material changes, should they occur.

   b. File with the Authority evidence of the required insurance (Form E) in the Applicant's name.

   c. File with the Authority the necessary insurance (Certificate of Insurance) describing the liability limits and vehicles covered.

   d. Make vehicles available for inspection by Authority Staff to ensure that they have been marked in accordance with NAC 706.170 including the carrier's name/logo and CPCN number. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles, and registrations.

   e. Ensure driver qualification files are set up in accordance with CFR391.51. Explain and make available set-up of time tracking method put into place. Ensure all drivers have pre-employment drug testing in accordance with Part 40 and CFR 382.30. Make available for inspection by Authority Staff the business and vehicle domiciles.

   f. Ensure all drivers applied for temporary driver permits.

g. Ensure vehicle maintenance files are setup in accordance with CFR 396.

h. Provide copies of current State of Nevada Department of Taxation permit and all applicable business licenses.

i. File a tariff that includes a description of the Authority granted, CPCN number, and the name and address of the Applicant.

j. Provide a copy of the contract between Applicant and the laboratory that will perform and monitor the substance abuse program. If the owner will also operate as a driver, the contract must require the laboratory to provide results of positive drug/alcohol tests directly to the Authority.

k. Reimburse the Authority for all noticing fees and/or other outstanding debt to the Authority.

3. The Deputy Commissioner of the Authority shall be authorized to issue the above-referenced CPCN upon the Applicant meeting all requirements set forth herein.

4. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

_____
Dawn Gibbons, Chairman

_____
George Assad, Commissioner

_____
David Newton, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

NOTICE: Pursuant to NRS 233B.130, any party to this matter aggrieved by the above final decision may file a petition for rehearing or reconsideration. A petition for rehearing or reconsideration must be filed with the Authority within 15 days after the date the party received this Order.

21-01027

# 24/7 Entertainment LLC

Date: December 28, 2020

To whom it may concern:

I am requesting temporary interim authority while applications are under consideration for final approval. We are seeking this due to being unable to insure 24/7 Entertainment LLC (CPCN 1102 & 2073) any further with the insurance companies. They will no longer insure 24/7 Entertainment LLC due to one of our drivers having multiple accidents and the risk/liability is too high. The driver is no longer employed by 24/7 Entertainment or 24/7 Limousines.

Respectfully,

A. Angelina Rivera

Angelina Rivera
Assistant General Manager

3930 W. Windmill Lane, Ste 130
Las Vegas, NV 89139
Phone: 702-616-6000

21-01026

RECEIVED
JAN 2 9 2021
Nevada Transportation Authority
Las Vegas, Nevada

1/29/21 rmb
DT/NTA

**BEFORE THE NEVADA TRANSPORTATION AUTHORITY**

2.1.2021 interim approval

**APPLICATION TO TEMPORARILY TRANSFER OPERATING RIGHTS**

24/7 Entertainment LLC. ("24/7 Entertainment") and 24/7 Limousines LTD ("24/7 Limousines") (or collectively "Applicants") are seeking approval to temporarily transfer the operating rights of 24/7 Entertainment to 24/7 Limousines, pursuant to Nevada Administrative Code 706.359. Specifically, Applicants seek authority for 24/7 Limousines to assume operations under Certificate of Public Convenience and Necessity ("CPCN") 2073, Sub 1 and ("CPCN")1102, from 24/7 Entertainment LLC. for a period of not less than thirty (30) days or longer than two (2) years.

The application was filed pursuant to Chapter 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").

I.

**PUBLIC INTEREST**

Applicants, 24/7 Entertainment and 24/7 Limousines respectfully submit that the requested authority to temporarily transfer the operating rights of 24/7 Entertainment to 24/7 Limousines is in the public interest for the following reasons:

1/ The proposed transfer is between two certificated carriers which are currently regulated by the NTA. Specifically, the purpose is to combine both companies since they are owned by the same owner with the interest of combining the CPCN 1102 & 2073 with 24/7 Limousines CPCN 1039 to have only one operation.

2/ Consistent with the intent of the regulation, the parties are preparing to enter into a permanent transaction to sale and purchase the assets and operating rights of 24/7 Entertainment thus, the temporary transfer will allow 24/7 Limousines, the proposed new owner an opportunity

to conduct operations and maintain the good-will of during the pendency of the sale and transfer application.

II.

**TERM OF LEASE**

Consistent with the provisions set forth in NAC 706.359(2), attached hereto is an executed copy of the Temporary Transfer of Operating Rights.

III.

**CIRCUMSTANCES WHICH MAKE THE TRANSFER NECESSARY**

Both companies are owned by the same owner and therefore would allow for a seamless and more structured operation by combing all of the assets and operations

IV.

**SPECIFIC PERIOD FOR WHICH TRANSFER IS SOUGHT, CONSIDERATION FOR THE TRANSFER, TIME AND METHOD OF PAYMENT AND AGREEMENT RELATIVE TO OPERATING RIGHTS AND REVERSION OF OPERATING RIGHTS**

Please see attached copy of the Temporary Transfer of Operating Rights and Lease Agreement which sets forth the applicable terms and conditions of the proposed lease agreement, operating rights and reversion of operating rights.

V.

**A STATEMENT OF THE RATES OR FARES PROPOSED TO BE CHARGED AND THE RULES GOVERNING SERVICE**

Please find attached hereto a proposed tariff submitted on behalf of 24/7 Entertainment as operated by 24/7 Limousines LTD dba 24/7 Limousines. The rates will remain the same as the current approved tariff.

VI.

**EVIDENCE THAT 24/7 IS FINANCIALLY ABLE TO OPERATE THE PROPOSED BUSINESS.**

Please find attached hereto a current balance sheet for 24/7 evidencing the company's financial fitness.

**VII.**

**EVIDENCE THAT THE APPLICANT, 24/7 CAN SECURE THE INSURANCE REQUIRED BY NAC 706.191.**

Please find attached hereto a letter from a licensed insurance carrier evidencing 24/7 Limousines ability to secure the necessary insurance as required by NAC 706.191.

**VIII.**

**STATEMENT DESCRIBING THE FACILITIES TO BE USED TO PROVIDE THE PROPOSED SERVICE**

Upon approval of the application to temporarily transfer the operating rights of 24/7 Entertainment to 24/7 Limousines, said business, including the storage of vehicles as well as the maintenance of all required records and files, will continue to be conducted at the currently shared domicile that both 24/7 Limousines and 24/7 Entertainment are located.

## IX.

## ADDITIONAL INFORMATION NECESSARY FOR A FULL UNDERSTANDING OF THE APPLICATION

If authorized to assume the operating rights of 24/7 Entertainment, 24/7 Limousines proposes to utilize vehicles currently in its authorized fleet and consistent with all restrictions contained in CPCN 2073. Accordingly, the vehicles will be marked "24/7" with the specific CPCN 2073 identified on each vehicle in order to demonstrate compliance with said restrictions.

Additionally, all records specific to the operation of 24/7 Entertainment will be maintained on site at 24/7 Limousines business domicile including but not limited to driver qualification files and vehicle maintenance files.

DATED this _28___ day of December, 2020



# 24/7 Entertainment LLC

RECEIVED
DEC 30 2020
NTA APPLICATIONS
Las Vegas, Nevada

Date: December 5, 2020

To whom it may concern:

24/7 Entertainment seeks to file a Petition for Interim Authority in order to file a motion for temporary transfer of operating right for both CPCN 1102 & 2073.

Respectfully,

A. Angelina Rivera

Angelina Rivera
Assistant General Manager

**3930 W. Windmill Lane, Ste 130**
**Las Vegas, NV 89139**
**Phone: 702-616-6000**

# 24-7 Limousines LTD
## Balance Sheet
### As of December 31, 2020

| | Dec 31, 20 |
|---|---|
| **ASSETS** | |
| **Current Assets** | |
| **Checking/Savings** | |
| **US Bank -0599** | 3,615.79 |
| **Total Checking/Savings** | 3,615.79 |
| **Other Current Assets** | |
| **NR - Motorsports** | 1,050.00 |
| **NR - Showcase** | 6,325.00 |
| **Total Other Current Assets** | 7,375.00 |
| **Total Current Assets** | 10,990.79 |
| **Fixed Assets** | |
| **2006 Lincoln Town Car (VIN 1843** | 20,000.00 |
| **2007 Lincoln Town Car (VIN 4137** | 12,000.00 |
| **2014 Chrysler 300 (VIN 1565)** | 30,000.00 |
| **2014 Chrysler 300 (VIN 5665)** | 30,000.00 |
| **2014 Chrysler 300 (VIN 7895)** | 30,000.00 |
| **Accumulated Depreciation** | -166,498.00 |
| **Dodge Durango VIN 0717** | 61,000.00 |
| **Escalade Sedan 55 VIN 9603** | 58,132.00 |
| **Hummer VP1 VIN 4722** | 85,000.00 |
| **Hummer VP7 VIN 1403** | 55,000.00 |
| **Hummer VP9 VIN 1999** | 114,391.51 |
| **Sweeper/Scrubber** | 8,000.00 |
| **Total Fixed Assets** | 337,025.51 |
| **Other Assets** | |
| **Accumulated Amortization** | -24,097.22 |
| **Investment in LVT** | 100,000.00 |
| **Purchase of License - AVT** | 87,500.00 |
| **Total Other Assets** | 163,402.78 |
| **TOTAL ASSETS** | **511,419.08** |
| **LIABILITIES & EQUITY** | |
| **Liabilities** | |
| **Current Liabilities** | |
| **Other Current Liabilities** | |
| **Department of Labor** | 52,821.85 |
| **Due to/from 24/7 Entertainment** | -11,349.00 |
| **Due to/from 24/7 Indoor Storage** | 69,039.70 |
| **Due to/from 24/7 Vegas Motorspo** | -6,500.00 |
| **NP - Coastline Financial** | 37,372.46 |
| **NP - Devon Kampshoff** | 9,974.19 |
| **NP - Dodge Durango VIN 0717** | 39,706.06 |
| **NP - Escalade SUV 55 VIN 9603** | 9,409.21 |
| **NP - Summer Munnikuysen** | 5,187.47 |
| **Payroll Liabilities** | |
| **Payroll Tax** | -8,406.80 |
| **Total Payroll Liabilities** | -8,406.80 |
| **Total Other Current Liabilities** | 197,255.14 |
| **Total Current Liabilities** | 197,255.14 |
| **Long Term Liabilities** | |
| **SBA Loan** | 149,900.00 |
| **Total Long Term Liabilities** | 149,900.00 |
| **Total Liabilities** | 347,155.14 |

# 24-7 Limousines LTD
## Balance Sheet
### As of December 31, 2020

| | | Dec 31, 20 |
|---|---|---|
| Equity | | |
| Anthony Clark Dist/Cont | | -53,243.27 |
| Clark Legacy Trust Dist/Cont | | 385,749.54 |
| Contributions | | 136,617.76 |
| Opening Balance Equity | | -126,916.02 |
| Prior Period Adj Lease Pay | | -161,800.00 |
| Retained Earnings | | -114,216.86 |
| Shareholder Distributions | | |
| Due to /from 24/7 Indoor Storag | 12,600.00 | |
| Due to/from 24/7 Ent | 107,268.03 | |
| Due to/from 24/7 Motorsports | 10,000.00 | |
| Due to/from Showcase | 2,925.00 | |
| Total Shareholder Distributions | | 132,793.03 |
| Net Income | | -34,720.24 |
| Total Equity | | 164,263.94 |
| TOTAL LIABILITIES & EQUITY | | 511,419.08 |

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Edgewood Partners Insurance Center
6260 McLeod Dr. , Suite 100
Las Vegas NV 89120

**CONTACT NAME:** Tammy Gould
**PHONE (A/C, No, Ext):** (702) 364-4727 **FAX (A/C, No):** (702) 364-9727
**E-MAIL ADDRESS:** Tammy.Gould@epicbrokers.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Mesa Underwriters Specialty Insurance Company | 36838 |
| INSURER B : National Casualty Company | 11991 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
24/7 Limousines LTD,
3930 W. Windmill Lane Ste. 130L
Las Vegas NV 89139

**COVERAGES** **CERTIFICATE NUMBER:** 20/21 Evidence **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | MP0005007000113 | 02/01/2020 | 02/01/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ Included |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | QPO0003151 | 07/18/2020 | 07/18/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,500,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Uninsured motorist | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

**CERTIFICATE HOLDER**

Nevada Transportation Authority
3300 W. Sahara Ave, Ste. 200
Las Vegas NV 89102

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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## COMMENTS/REMARKS

Vehicle Schedule

2014 Chrysler 300 2C3CCAAG9EH141565 Seating 9
2014 Chrysler 300 2C3CCAAG4EH127895 Seating 10
2014 Mercedes-Benz Sprinter WD3PF4DCXE5872036 Seating 15
2007 Lincoln Towncar 1L1FM88W17Y632911 Seating 8
2007 GMC Hummer 5GRGN23U47H101403 Seating 14
2005 Hummer H2 5GRGN23U75H124722 Seating 15


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# Additional Named Insureds

| Other Named Insureds | |
|---|---|
| 24/7 Entertainment Limousines | Doing Business As |
| 24/7 Limousine | Doing Business As |
| 24/7 Limousines, LTD | Additional Named Insured |
| Las Vegas Transportation, Inc | Additional Named Insured |


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# TEMPORARY TRANSFER OF OPERATING RIGHTS

**THIS TEMPORARY TRANSFER OF OPERATING RIGHTS** (hereinafter referred to as this "Agreement") is made and entered into on this 28 day of December, 2020 by and between., 24/7 Entertainment LLC. dba 24/7 Entertainment (hereinafter referred to as the "**24/7 Entertainment**" or "**OWNER**"), and 24/7 Limousines LTD, DBA 24/7 Limousines (hereinafter referred to as the "**LESSEE-OPERATOR**" or "**24/7 Limousines**") for the purpose of temporarily transferring the operating rights granted to 24/7 Entertainment pursuant to Certificate of Public Convenience and Necessity ("**CPCN 1102 and 2073**") to 24/7 Limousines LTD consistent with the provisions set forth pursuant to Nevada Administrative Code ("**NAC**") 706.359.

## RECITALS

A. 24/7 Entertainment is the duly registered owner of commercial transportation business presently located at 3930 W. Windmill Lane, Ste-130L, Las Vegas, NV 89139 in Clark County, Nevada.

B. OWNER currently holds CPCN 1102 & 2073 issued by the Nevada Transportation Authority ("NTA") authorizing OWNER to provide state-wide scenic tour, charter limousines and special services. Said CPCN includes the lawful right to engage in the general transportation of persons for compensation on an irregular schedule and over irregular routes within Clark County, Nevada. A copy of the CPCN's attached hereto as Exhibit "A".

C. OWNER desires to temporarily transfer the operating rights and authority contained in CPCN, 1102 and 2073 to 24/7 Limousines, and 24/7 Limousines agrees to accept the rights and obligations to operate 24/7 Entertainment (otherwise referred to as "The Business") consistent with all terms and conditions as required by the NTA.

NOW THEREFORE, in consideration of the mutual agreements of the parties contained in this Agreement, the parties agree as follows:

1. **LEASE AGREEMENT.** OWNER agrees to lease the business currently operated by 24/7 Entertainment to 24/7 Limousines consistent with terms and conditions set forth herein as well as all applicable federal and state laws. Additionally, the parties mutually agree that the proposed temporary transfer of operating rights may not occur until the application filed pursuant to NAC 706.359 is approved by the NTA.

2. **SERVICES TO BE PERFORMED AND LIMITATIONS.**

a. **Services.** LESSEE-OPERATOR shall at all times have complete responsibility for and control over the day to day operations and transportation services rendered pursuant to this Agreement. The services to be performed by LESSEE-OPERATOR shall include:

(i) Operating and managing The Business within the confines of Chapter 706 of the Nevada Revised Statutes ("**NRS**"), Chapter 706 of the NAC, CPCN (1102 & 2073), and as prescribed by any Federal, state, county or city agencies, including, without limitation the NTA.

(ii) Paying any and all normal expenses associated with operating The Business.

(iii) The training, safety instruction, and supervision of all employees.

(iv) The hiring and firing of all employees.

(v) Maintaining the vehicles as prescribed by their maintenance manuals and the maintenance program of the Business.

(vi) Maintaining as part of the normal expenses set forth in Section 2(a)(ii), the same insurance coverage as presently maintained by Owner and consistent with the provisions set forth in NRS and NAC Chapter 706.

(vii) Keeping a true and accurate account of all money's, checks, drafts, money orders, any other evidences of indebtedness, services, goods, equipment and effects which pertain to the Business.

(viii) Rendering monthly accounting reports to the OWNER containing an accurate and itemized list of monthly expenditures, amount of services rendered by the Business, the revenues generated by the Business, and any other information regarding the Business requested by the OWNER.

(ix) Any other services as the OWNER may from time to time reasonably prescribe.

b. **Limitations.** In providing its services, the LESSEE-OPERATOR shall at all times have the following limitations:

(i) All checks, drafts or other orders for the payment of money, or other evidences of indebtedness issued in the name of the Business signed by the LESSEE-OPERATOR shall not exceed $100,000 In the event any such checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness exceed said amount, the LESSEE-OPERATOR shall need to have the written consent of OWNER.

(ii) No loans shall be contracted on behalf of the Business by the LESSEE-OPERATOR, and no notes or other evidences of indebtedness of the Business shall be issued except upon written authorization by OWNER;

(iii) No contracts on behalf of the Business shall be executed the LESSEE-OPERATOR in an amount in excess of $100,000, except upon written authorization by the OWNER. No conveyances of property of the Business, other than payments of money in the ordinary course of business, shall be made except upon written authorization by OWNER.

3. **REGULATORY APPROVALS.** The Parties acknowledge and agree that this Agreement is subject to approval by the NTA. The OWNER will promptly take all necessary and appropriate actions to obtain all consents or approvals by the NTA.

4. **SCOPE.** The LESSEE-OPERATOR agrees to devote the necessary time, skill, labor and attention, to the Business during the term of this Agreement.

5. **COSTS.** LESSEE-OPERATORS shall pay OWNER a sum total of one dollar. All net operating profits will be maintained by the LESSEE-OPERATOR. For purpose of this Agreement, net operating profit for any accounting period shall mean the gross receipts of the Business for that period, less the sum of all cash expenses of operation for that period, and such sums as may be necessary to establish a reserve for operating expenses. Any and all net operating losses shall be borne solely by the LESSEE-OPERATOR.

6. **TERM OF LEASE AGREEMENT.** The temporary transfer of operating rights shall commence upon receipt of all necessary approvals from the NTA and shall remain in effect for a term up to twenty-four (24) months **or the completion of sale and transfer if sale/transfer is completed in less than twenty-four (24) months, all lease payments in this agreement are to be paid in full through the twenty-four (24) month period.** This Agreement may only be cancelled as set forth below in Section 12 of this Agreement. **If sale and transfer is not completed within the twenty-four (24) months an extension for 12 months will be requested.**

7. **PLACE OF BUSINESS.** The LESSEE-OPERATOR shall provide the location from which the Business shall be operated, said location to be located at, 3930 W. Windmill Lane, Ste-130L, Las Vegas, Nevada, (hereinafter referred to as the "Commerce Location").

8. **BOOKS AND RECORDS.** The LESSEE-OPERATOR shall maintain full and complete books and records with all receipts and expenditures resulting from the operation and management of the Business. Such books of account and records shall comply with Generally Accepted Accounting Principles and as required pursuant NRS and NAC Chapters 706. The books and records shall be the property of the OWNER and shall at all times during regular business hours be open to the inspection by OWNER or its representatives or any authorized member of the NTA.

On termination of services, for any cause, or upon presentation of a written order by any authorized agent of the OWNER, the LESSEE-OPERATOR will promptly turn over to OWNER, or its agents, lists of customers, all books of accounts, contracts with customers, papers, orders, price lists, and all other property and documents pertaining to or containing information relative to or belonging to the OWNER, or used in its Business.

9. **NO JOINT VENTURE OR PARTNERSHIP CREATED.** Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of a joint venture between the Parties, or of partnership, or of any association whatsoever between the OWNER and the LESSEE-OPERATOR, it being expressly understood and agreed that no other provisions contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the OWNER and the LESSEE-OPERATOR other than the relationship of OWNER and LESSEE-OPERATOR.

10. **REPRESENTATIONS AND WARRANTIES.** The OWNER hereby represents and warrants to the LESSEE-OPERATOR that this Agreement is a valid obligation binding on the OWNER except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder and compliance by the OWNER with any of the provisions hereof will (i) violate any provision of law or administrative regulation or any judicial or administrative order, or judgment or decree applicable to the OWNER; (2) conflict with any provision or the OWNER'S bylaws, or (3) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any material agreement or instrument relating to the Business or any other material agreement or instrument to which the OWNER is a party or by which the OWNER is bound.

11. **INDEMNITY.** The LESSEE-OPERATOR shall indemnify, defend and hold harmless the OWNER and its Affiliates, officers, directors, agents and representatives and persons claiming by and through any of them and their respective heirs, personal representatives, successors and assigns (collectively, the "OWNER's Group"), for, from and against all demands, claims, actions, causes of action, losses, damages, liabilities, costs and expenses, including, but not limited to, interest, penalties and reasonable attorneys' fees and expenses asserted against, imposed upon or incurred by the OWNER's Group or any member thereof by reason of the LESSEE-OPERATOR operation of the Business.

12. **TERMINATION.** The operating rights involved in the transaction shall revert to the OWNER at the expiration of the term, or upon the discontinuance of operations by the LESSEE-OPERATOR at any time before the expiration of the term. In case of reversion, the OWNER shall give immediate notice to the NTA.

a. **Events of Termination.** Except as otherwise specifically provided herein, this Agreement may be terminated as follows:

(i) By both parties mutually consenting in writing to the termination of this Agreement;

(ii) Upon receipt of approval from the NTA authoring the sale and transfer of The Business from OWNER to LESSEE-OPERATOR;

(iii) By the OWNER, if the LESSEE-OPERATOR materially breaches its duties and responsibilities herein;

(iv) By the OWNER, if the LESSEE-OPERATOR is unable to perform the services set forth herein;

(v) By the OWNER, if the NTA revokes the authorization for the LESSEE-OPERATOR to manage the Business;

b. **Effect of Termination.**

(i)Upon termination of this Agreement by the Parties as provided in Sections 11(a)(i) and (v), the OWNER and the LESSEE-OPERATOR shall have no further rights or obligations pursuant to this Agreement.

(ii)Upon termination of this Agreement by the OWNER as provided in Sections 12(a)(ii), (iii), (iv), and (vi), the OWNER and the LESSEE-OPERATOR shall have no further rights or obligations pursuant to this Agreement; however, the OWNER shall have the right to continue operating from the Commerce Location for up to thirty (30) days rent free or until the OWNER finds a new location from which to operate, whichever occurs first.

c. **Remedies.** For any breach of this Agreement by the LESSEE-OPERATOR, the OWNER may avail itself of all rights, powers remedies now or hereafter existing at law or in equity or by statute or otherwise, including, without limitation, the rights to specific performance and/or damages.

**13. FURNISHING BUSINESS INFORMATION TO OUTSIDERS.** The LESSEE-OPERATOR agrees that he will not, during the term of employment, or at any other time of employment, furnish to any individual, firm, or corporation other than the OWNER any list or lists of customers, or information of any kind or nature pertaining to the Business.

**14. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and supersedes any and all prior discussions and agreements between the parties hereto about such matters.

15. **ARBITRATION.** Any controversy or claim between OWNER and LESSEE-OPERATOR relating to this Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. One arbitrator will be used, unless the parties to the dispute are not able to agree on a designated arbitrator, in which case a three (3) member panel of arbitrators will be used. The formula will be that each party will appoint one arbitrator and the two arbitrators will appoint a third. The third arbitrator will be appointed at the discretion of the first two appointed arbitrators, and without input from either of the parties. The exception to arbitration will be injunctive relief. All other matters will be presented to such arbitrator for final arbitration under the Uniform Arbitration Act.

16. **REPRESENTATION BY COUNSEL.** The Parties represent and agree that they fully understand their right to discuss this Agreement with an attorney; that to the extent, if any, the Parties so desired, they have availed themselves of this opportunity; that they have carefully read and fully understand all of the provisions of this Agreement; and that the Parties are voluntarily entering into this Agreement with full understanding of its legal consequences.

17. **INTERPRETATION.** The Parties acknowledge it is their respective intention that this Agreement be interpreted as if drafted cooperatively by any counsel representing the Parties to this Agreement, and that for purposes of subsequent interpretation, this Agreement shall be treated as if drafted equally by each Party and shall not be interpreted against either one Party of the other, but rather inure to the benefit of both the same.

18. **MISCELLANEOUS.**

a. This agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.

b. The captions are inserted into this Agreement for convenience only and in no way define, limit or describe the scope of this Agreement, nor the intent of any provision herein.

c. In the event either Party shall prevail in any legal action commenced to enforce this agreement, including Arbitration, the prevailing party shall be entitled to all costs incurred in such action including attorney's fees.

d. Time is of the essence of the Agreement and each of its provisions.

e. No waiver, amendment or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by both the OWNER and the LESSEE-OPERATOR.

f. The parties shall not have the right to assign their respective interests in this Agreement.

g. All notices or other communications that are required or permitted hereunder shall be in writing and sufficient if delivered personally by telex, telegram, prepaid courier, or registered or certified mail, postage prepaid, return receipt requested, at the last known address of the Parties.

h. One or more waivers of any covenant, term or condition of this Agreement by either Party shall not be construed by the other Party as a waiver of a subsequent breach of the same or any other covenant, term or condition, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act.

i. This Agreement is governed and interpreted under the laws of the State of Nevada as they exist at the date of the Agreement.

**IN WITNESS WHEREOF,** each of the Parties hereto has caused this Agreement to be executed on its behalf in the State of Nevada as of the day and year as first written above.

**OWNER:**

**24/7 Entertainment LLC**
**3930 W. Windmill Lane, Ste-130L**
**Las Vegas, NV 89139**

**Tony Clark Managing Member**

**Dated:** 12-28-2020

**LESSEE-OPERATOR:**

**24/7 Limousines LTD**
**3930 W. Windmill Lane, Ste-130L**
**Las Vegas, NV 89139**

**Tony Clark Managing Member**

**Dated:** 12-28-2020

TRANSPORTATION SERVICES AUTHORITY OF NEVADA

ORDER
and
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

24/7 Entertainment, LLC
dba 24/7 Entertainment Limousines

CPCN 2073, Sub 1
(Formerly CPCN 2073)
Docket No. 01-9030

The Transportation Services Authority of Nevada ("Authority") finds that the above-named carrier has complied with this Authority's Compliance Order dated November 8, 2001, the findings of fact and conclusions of law, which are hereby incorporated by this reference, and therefore is entitled to receive authority from this Authority to engage in transportation in intrastate commerce as a motor carrier.

IT IS ORDERED that Certificate of Public Convenience and Necessity CPCN 2073 formerly issued to 24/7 Entertainment, LLC dba 24/7 Elite Transportation Services is hereby CANCELLED and that in lieu thereof this Certificate of Public Convenience and Necessity CPCN 2073, Sub 1 is hereby granted to 24/7 Entertainment, LLC dba 24/7 Entertainment Limousines, as evidence of the authority of the holder to engage in transportation in intrastate commerce as a common carrier by motor vehicle subject to applicable statutes, rules and regulations of the Authority, and such terms, conditions and limitations as are now or may hereafter be attached to the exercise of the privileges herein granted.

IT IS FURTHER ORDERED and made a condition of this Certificate that the holder shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure to do so shall constitute sufficient grounds for suspension, modification or revocation of this certificate.

IT IS FURTHER ORDERED that nothing contained herein shall be construed to be either a franchise or irrevocable and that failure to comply with rules, regulations and orders of the Authority and applicable statutory provisions shall constitute sufficient grounds for suspension or revocation of this certificate.

IT IS FURTHER ORDERED that this authority shall not be sold or transferred without the Authority's prior approval.

IT IS FURTHER ORDERED that the transportation service to be performed by said carrier shall be as specified below:

Operate as a passenger carrier to provide Intrastate Charter Bus service between points and places in the State of Nevada.

IT IS FURTHER ORDERED that the Authority retains jurisdiction for the purpose of correcting any errors, which may have occurred in the drafting or issuance of this Order and Certificate of Public Convenience and Necessity.

By the Authority,

PAUL J. CHRISTENSEN, Chairman

Attest:
Dave Kimball, Deputy Commissioner

Dated: April 24, 2002
Las Vegas, Nevada

A 2/2

**24/7 Entertainment LLC**

**dba.**

**24/7 Entertainment Limousines**

**Operated By:**

**24/7 Limousines LTD**

**dba.**

**24/7 Limousines**

CPCN NO 1102
24/7 Entertainment LLC,
Dba 24/7 Entertainment Limousines
Charter Service Tariff #1

No supplement to this tariff will be issued except for the purpose of canceling the tariff unless specifically authorized by the Authority. Additions to, changes in and eliminations from this tariff will be in loose-leaf form.

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# CHARTER SERVICE TARIFF 1

NAMING

## FARES, CHARGES, RULES AND REGULATIONS

FOR

## THE TRANSPORTATION OF PASSENGERS AND THEIR BAGGAGE

IN

## CHARTER LIMOUSINE OPERATIONS

IN

## POINTS AND PLACES WITHIN CLARK, NYE AND LINCOLN COUNTIES, NEVADA ON THE ONE HAND AND POINTS AND PLACES WITHIN THE STATE OF NEVADA ON THE OTHER

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Issued: January 7th, 2012: Effective:_____

ISSUED BY:
24/7 Entertainment LLC,
Dba 24/7 Entertainment Limousines
3930 W. Windmill Ln Ste. 130
Las Vegas, Nevada 89139

# CPCN NO 1102
# 24/7 Entertainment LLC,
# Dba 24/7 Entertainment Limousines
# Charter Service Tariff #1

## APPLICATION OF CARRIERS OPERATING AUTHORITY

Fares and charges in this tariff are limited in their application to the extent of carrier's operating authority set forth in certificate, issued by the Nevada Transportation Authority, RESTRICTED to transportation in INTRASTATE Commerce only as a common carrier by motor vehicle, as follows:

24/7 Entertainment LLC, Dba 24/7 Entertainment Limousines

A on Call over irregular routes, of Passengers in charter limousine service, between points and within Clark, Nye and Lincoln Counties, Nevada on the one hand and points and places within the State of Nevada on the other.

## RULES AND REGULATIONS

### APPLICATION OF TARIFF

Fares and charges named in this tariff are stated in gross (commissionable) terms; and cover only ground transportation of passengers and their baggage, as provided in Carrier's Operating Authority in transportation operations. Rates and charges provided in this tariff, for services as ordered, shall be prepaid or paid by established accounts within 30 days of service. Charges for services in addition to the services ordered and previously prepaid shall be paid within 24 hours of presentation of invoice or transportation bill to the debtor. CHARTER OPERATIONS shall be conducted under charges as provided in this tariff.

### BAGGAGE & CLAIM PROCEDURE

Hand baggage, not to exceed fifty pounds in weight for each fare ticket will be carried without charge. No baggage other than hand baggage will be carried on any trip. Carrier will not be liable for loss or damage to baggage or contents thereof unless occasioned by lack of reasonable care on its part and then only for the maximum liability of $250.00 for the loss of, or damage to, any single piece of baggage, including its contents. Claims for loss of baggage must be communicated to the carrier at the time the passenger arrives at his/her final destination. Carrier will not settle claims on the spot in any circumstances. The passenger will have 7 days to submit a supporting written claim which must contain sufficient information regarding such loss. The carrier shall have a reasonable time in which to locate baggage before making settlement, which will not be more fourteen (14) days after being notified of such loss. Within fourteen (14) days after receipt of the written claim with supporting documents, the carrier shall (a) compensate the passenger or (b) deliver the passenger a written denial of the claim. A denial of a claim may be appealed to the Nevada Transportation Authority. (NAC 706.333)

### OBJECTIONABLE PERSONS

The driver of the transit vehicle will have the right to refuse to carry any person or require any passenger to leave the vehicle. The person or passenger is intoxicated, unruly is believed to be under the influence of narcotics, or is believed to present a danger to the health or safety of the driver.

Issued: January 25, 2016: Effective:_____

ISSUED BY:
24/7 Entertainment LLC,
Dba 24/7 Entertainment Limousines
3930 W. Windmill Ln Ste. 130
Las Vegas, Nevada 89139

CPCN NO 1102
24/7 Entertainment LLC,
Dba 24/7 Entertainment Limousines
Charter Service Tariff #1

## CHILDREN - UNACCOMPANIED

No person under the age of 18 will be permitted to charter a limousine. Anyone under the age of 18 will require a parent, guardian or other responsible adult to accompany the minor or will require a minors liability agreement which is signed and given to the driver for each minor. In addition in the case all minors are under the age of 15 they will be permitted to participate in the services provided that an adult is present. We define an adult as any person who is 18 years of age, or older who is responsible for the care and supervision of the minor during the Charter. If any persons under the age of 21 is caught possessing or consuming alcohol or drugs during a charter, the charter will be terminated immediately and minors parents or guardians will be required to come and pick the minors up at the location terminated, or the minors will be returned to the parent or guardians pick up location, or authorities will be contacted depending on circumstances, and no monies will be refunded from the Charter.

## ITEMS OF CARRIERS LIABILITY

The Carrier will not be liable for delays caused by an act of God, public enemy, authority of law, quarantine, riots, strikes, force majeure, accidents, breakdowns, unnavigable conditions of the road, storms and other conditions beyond its control; and does not guarantee to arrive at or depart from any point of specified time. The Carrier will endeavor to maintain the schedule submitted by its agent or employee; and, over routes indicated, but the same is not guaranteed.

In the event any of the above conditions exist and, in the opinion of the Carrier, it is inadvisable to operate its equipment from the point of origin to any point in route. The Carrier shall not be liable therefore, or be held in damages for any reason whatsoever.

## ANIMALS

Animals, other than ADA (Americans with Disabilities ACT) Service Animals will not be carried unless properly confined.

## PASSENGER AGENT

Carrier may select to appoint as its agent any organization, firm, corporation, motel, hotel, or legal gaming operation, who individually or collectively, desire to obtain passenger transportation service between one or more common points for the collection of all applicable charges and remittance thereof direct to carrier without individual passenger fare collection by the carrier.

## CANCELLATION FEE

50% Deposit's are required on all reservations (50% deposit for transportation is non-refundable if cancelled less than 48 hours prior to start date). The cancellation fee shall be 50% of the Full fare, unless request is canceled more than 48 hours from departure destination. After equipment has already arrived at departure destination, such fee shall then be the full fare forfeit.

## APPLICATION

Charges shown in this section for Charter Services cover continuous round trip transportation only from points and places within Clark, Nye and Lincoln County, Nevada on the one hand and points and places within the state of Nevada on the other. Charter services will be conducted over paved, oil macadam roads, or roads over which carrier's equipment can be operated with safety and without undue wear.

Issued: January 25, 2016: Effective:_____

ISSUED BY:
24/7 Entertainment LLC,
Dba 24/7 Entertainment Limousines
3930 W. Windmill Ln Ste.130
Las Vegas, Nevada 89139

CPCN NO 1102
24/7 Entertainment LLC,
Dba 24/7 Entertainment Limousines
Charter Service Tariff #1

## VEHICLE DEFINITIONS

1. **Ultra Stretch Limousine** is a production model vehicle with a passenger capacity of 12 or 14, including driver which has been modified structurally in a manner that includes the lengthening of the frame.

2. **SUV Stretch Limousine** is defined as a passenger vehicle, SUV (Sport Utility Vehicle), at the time of its manufacture & was later modified to increase its length as having a capacity of 14 passengers, including the driver.

   **SUV Super Stretch Limousines** are defined as passenger vehicles, SUV (Sport Utility Vehicle), at the time of its manufacture & later modified to increase its length as having a capacity of 15 passengers, including the driver.

3. **Specialty SUV Stretch Limousines are defined as passenger vehicles, SUV (Sport Utility Vehicle) at the time of its manufacture & later modified to increase its length as having a capacity of 20 passengers, including the driver. These vehicles will come with a colored paint and interior that was customized after it was manufactured from the limousine builder.**

## CHARTER TYPE DEFINITION

* **"Kelly Rates"** Applies where customers do not pre-arrange for transportation via company telephone or internet but by other sources where there are no marketing expenses involved. Rate includes driver & audio equipment.

**"**Office Charters"** Applies where customer pre-arranges transportation via company telephone or internet. Rate includes driver & audio equipment.

CPCN NO 1102
24/7 Entertainment LLC,
Dba 24/7 Entertainment Limousines
Charter Service Tariff #1

# CHARTER SERVICES RATES AND CHARGES

Charges shown below will be computed on the bases of the Hourly Rate or the minimum charge whichever is greater.

| **Equipment Description** | * "Kelly Rates" | ** "Office Charter Rates" |
|---|---|---|
| **All times except for Weekend Nights, Holiday & Special Events** | | |
| Ultra Stretch Limousine per hour | **$55.00** | **$80.00** |
| Each subsequent One Half Hour less | **$27.50** | **$40.00** |
| SUV Stretch Limousine per hour | **$80.00** | **$105.00** |
| Each subsequent One Half Hour less | **$40.00** | **$52.50** |
| SUV Super Stretch Limousine per hour | **$90.00** | **$120.00** |
| Each subsequent One Half Hour less | **$45.00** | **$60.00** |
| Specialty SUV Stretch Limousine per hour | **$100.00** | **$135.00** |
| Each subsequent One Half Hour less | **$50.00** | **$67.50** |
| **Weekend Nights (6:00pm Friday to 1:00am Saturday and 6:00 pm Saturday to 1:00 am Sunday)** | | |
| Ultra Stretch Limousine per hour | **$70.00** | **$90.00** |
| Each subsequent One Half Hour less | **$35.00** | **$45.00** |
| SUV Stretch Limousine per hour | **$90.00** | **$115.00** |
| Each subsequent One Half Hour less | **$45.00** | **$57.50** |
| SUV Super Stretch Limousine per hour | **$100.00** | **$130.00** |
| Each subsequent One Half Hour less | **$50.00** | **$65.00** |
| Specialty SUV Stretch Limousine per hour | **$125.00** | **$155.00** |
| Each subsequent One Half Hour less | **$62.50** | **$77.50** |
| **Holiday & Special Events** | | |
| Ultra Stretch Limousine per hour | **$80.00** | **$100.00** |
| Each subsequent One Half Hour less | **$40.00** | **$50.00** |
| SUV Stretch Limousine per hour | **$125.00** | **$155.00** |
| Each subsequent One Half Hour less | **$62.50** | **$77.50** |
| SUV Super Stretch Limousine per hour | **$135.00** | **$165.00** |
| Each subsequent One Half Hour less | **$67.50** | **$82.50** |
| Specialty SUV Stretch Limousine per hour | **$150.00** | **$175.00** |
| Each subsequent One Half Hour less | **$75.00** | **$87.50** |

Issued: June 17, 2016: Effective:_____

ISSUED BY:
24/7 Entertainment LLC,
Dba 24/7 Entertainment Limousines
3930 W. Windmill Ln St. 130
Las Vegas, Nevada 89139

CPCN NO 1102
24/7 Entertainment LLC,
Dba 24/7 Entertainment Limousines
Charter Service Tariff #1

## CHARTER SERVICES RATES AND CHARGES CONT.

**Holidays** defined as all nationally recognized Holidays.

Special Event defined as all events forecasted from the Event Organizer, Las Vegas Convention & Visitor Authority ("LVCVA") with an estimated visitor count of 60,000 people or more, at the time of booking, and includes Homecomings (6-hour minimum),
Proms (6-hour minimum), NASCAR (8-hour minimum), CES (2-hour minimum), and EDC (2-hour minimum). The estimated visitor count from the previous year will be used if the estimate for the current year has not been released by the LVCVA at the time of booking.

- Limousine Amenities Packages (LED lights, T.V'S, DVD, I-Pod, Smoke machines, Laser Lights, etc.) will be a cost of $25 per hour per amenities package.
- An airport fee of $10.00 per hour will apply to all airport arrival charters (AVI fee)
- Meet and greet fee of $15.00 will be added for all airport charters requiring driver to meet passengers with sign in baggage claim.
- Rates and Charges named in this tariff are applicable to, and apply from the earlier of the scheduled time of pick– up including waiting time and/or live service until the time of drop off.
- Rates and charges named in this Tariff are applicable to "dead head time". Dead head time is when the vehicle is without passengers and the customers point of origin or point of destination is more that fifteen (15) miles from base. For calculation purposes, the base is McCarran International Airport
- Rate is exclusive of rates for accompanying staff (Interpreter services, VIP Host, or concierge services)
- Out of town charters (Charters operating outside of a 50 mile radius of McCarran International Airport) will be charged an additional $50.00 per charter hour for added mileage, fuel, and maintenance expenses
- A $25.00 fee per hour will be charged to request a specific SUV Stretch Limousine, SUV Super Stretch Limousine or Specialty SUV Stretch Limousine.
- A 10% discount is given when a customer reserves simultaneously two (2) separate 1hour charter limousine service for transportation north of Sunset Road, south of Sahara Avenue, west of Paradise Road and east of Dean Martin Road. Both hours must be reserved at the time of booking. This discount does not apply to Sedans or SUV vehicles or walk up service.

CPCN NO 1102
24/7 Entertainment LLC,
Dba 24/7 Entertainment Limousines
Charter Service Tariff #1

- Any toll charges, parking,, park entrance fees, or other trip fees are responsibilities of the customer
- Maximum driving allowed by law is 10 hours per day. Any long distance trip over 5 hours driving one way requires overnight stay at turning point, making the trip two days. A Per Diem of $100.00 per night plus $25.00 per hour waiting time will be charged in lieu of driver lodging and meal expenses.
- Platinum Corporate Account (defined as corporate customers who signed agreement of usage of forty (40) hours or more, cumulative for all vehicle categories in any calendar month) rates will be based on the "Kelly Rates"

## DAMAGE AND SPECIAL CLEANING

(A) Each vehicle dispatched for a charter will be in good condition upon arrival. Any damage to the vehicle which is caused by the charter customer(s) will be charged by the carrier to the customer(s).

| **Per Item:** | |
|---|---|
| **Vomit & Special Cleaning** | **$500.00** |
| **Flat Screen TV** | **$500.00** |
| **Limousine Window** | **$500.00** |
| **Cigarette burns inside Vehicle** | **$250.00** |
| **Broken window shade** | **$175.00** |
| **Emergency Hatch Alarm reset** | **$150.00** |
| **Seat tears and/or rips in the interior** | **$150.00** |
| **Broken or missing rock or champagne glasses** | **$5.00** |

Issued: January 7,, 2012: Effective:_____

ISSUED BY:
24/7 Entertainment LLC,
Dba 24/7 Entertainment Limousines
3930 W. Windmill Ln St. 130
Las Vegas, Nevada 89139

"Affiliate" Limousine Company is a company that holds the proper authority to provide transportation services as a common motor carrier both in and out of the state of Nevada. Companies located outside the state of Nevada will be required to maintain proper state recognition of their operating authority on file with Las Vegas Transportation's client files and available for inspection by the NTA. The rates shown below will be computed on the hourly rate. The rates are based on minimum charter hours used by the affiliate.

| Equipment Description<br>One-hour minimum | "Charter Rates" |
|---|---|
| Tier 1-All times (These rates require a minimum of 200-500 charter hours) | |
| SUV Super Stretch Limousine per hour | $130.00 |
| Each subsequent One Half Hour less | $65.00 |
| Tier 2-All times (These rates require a minimum of 501-750 charter hours) | |
| SUV Super Stretch Limousine per hour | $100.00 |
| Each subsequent One Half Hour less | $50.00 |
| Tier 3-All times (These rates require a minimum of 751-or more charter hours) | |
| SUV Super Stretch Limousine per hour | $90.00 |
| Each subsequent One Half Hour less | $ 45.00 |

Credit Card Fees : All Charter Services for Affiliates will be charged a 2.5% CC Processing Fee to all credit card transactions resulting in a cost to the company.

Cancelation Policy for Affiliates: A cancellation fee will be charged in the event that the request for transportation is cancelled less than twenty-four (24) hours from time of cancellation notification to time of requested service. Cancellation with less than twenty-four (24) hour notice will be charged the full amount of the chartered service.

# Agenda Item# 83

Item #83

Docket

20-10017

REMOVED

FROM AGENDA

# Agenda Item# 84

Voss Automotive Group, LLC
d/b/a Rush In Towing
Order to Show Cause
Docket 20-10032
March 4, 2021 General Session

On November 20, 2020 An Order to Show Cause hearing was held with Commissioner Newton acting as Hearing Officer in the matter.

Mr. Voss indicated his intention to resume operations and his proposed location for operations. He was given 30 days to resume operations, meeting the general compliance requirements to do so.

As of the date of this writing, February 18, 2021, Mr. Voss has not completed those requirements to resume operations.

# Agenda Item# 85

**BEFORE THE NEVADA TRANSPORTATION AUTHORITY**

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| In re:<br><br>Application of 360 Transportation, LLC d/b/a Vegas 360 Transportation has filed an application for a Certificate of Public Convenience and Necessity to provide charter bus service within the State of Nevada. | Docket No.: 18-11004<br><br>**Motion to Dismiss Application and Notice of Hearing** |

Jennifer DeRose, Deputy Commissioner (the "Deputy Commissioner") of the Nevada Transportation Authority ("NTA"), moves that the NTA Commissioners dismiss the application of 360 Transportation, LLC d/b/a Vegas 360 Transportation ("360 Trans" or the "Applicant"), Docket Number 18-11004. This Motion to Dismiss Application and Notice of Hearing (this "Motion") is made and based upon the Application, the Memorandum of Points and Authorities that follows, and any argument and/or evidence presented at the Hearing of this matter.

**Memorandum of Points and Authorities**

**I. Jurisdiction**

The NTA has jurisdiction over charter bus operators in Nevada.[1] Applicants for charter bus services, such as 360 Trans, must submit an application and specific information to the NTA prior to operating.[2] The Deputy Commissioner shall move for dismissal of deficient applications.[3] Thus, the NTA has jurisdiction to hear and rule on this Motion.

**II. Background Facts**

On November 8, 2018, 360 Trans filed an application with the NTA, which was accepted and noticed on November 8, 2018, and designated as Docket No. 18-11004 (the "Application"). In its Application, 360 Trans requested an initial issuance of a certificate of public convenience and necessity to provide charter bus services within the State of Nevada. Neither Protests nor Petitions for Leave to Intervene were filed relative to the Application.

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[1] *See* NRS 706.463; NRS 706.391; NAC 706.034; *see generally* NRS Chapter 706.
[2] *See* NAC 706.1377.
[3] *See* NAC 706.1375(3).

On June 6, 2019, the application was approved granting charter bus authority to 360 Trans. On June 13, 2019, the order was signed, and the compliance period was set to expire on October 13, 2019.

On September 8, 2019, the Applicant requested an additional 6 month extension. The request was based on the fact that the vehicle purchased for use as a charter bus did not meet the regulatory requirements. The extension was administratively granted for 90 days (the limit on a first compliance period extension). The expirations date was January 13, 2020.

On January 9, 2020, the Applicant requested an additional 90 day compliance period extension so that he could purchase a vehicle that meets the requirements. The request was granted at the January 31, 2020 General Session. The extension period expired on April 9, 2020.

Since then, there has been no further contact by the Applicant. On June 9, 2020 Staff attempted to contact the Applicant. The email bounced back and no one has responded to the voice messages left on Applicant's phone.

Accordingly, Applicant had abandoned its Application.

## III. Argument

Applicants for charter bus services must provide various specific information with their application.[4] Pursuant to its regulations, Staff normally notifies Applicant about such omissions and deficiencies in writing.[5] Thereafter, the Applicant must cure the omissions and deficiencies within 15 working days.[6]

Here, the Applicant has abandoned its Application. In particular, since the last extension to the Compliance Period expired on April 9, 2020, there has been no further contact by the Applicant.

Accordingly, the Deputy Commissioner has satisfied the requirements for dismissal.

## IV. Conclusion

The Applicant failed to prosecute the Application in good faith. The Deputy Commissioner has satisfied the requirements for dismissal and, therefore, hereby moves that the NTA grant this Motion at their next Agenda Meeting.

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[4] *See* NAC 706.1377 (1) and (2).
[5] *See supra.*
[6] *See* NAC 706.1375(3); *see also* NAC 706.1377(3).

**Notice of Hearing**

PLEASE TAKE NOTICE that the above Motion is included as an action item on the NTA's regular agenda meeting scheduled for March 4, 2021 at 9:30 a.m. The meeting will take place at: (1) The NTA's Las Vegas Office, 3300 W. Sahara Ave., Suite 400, Las Vegas, NV 89102; and (2) the NTA's Reno Office, 1755 East Plumb Lane, Suite 216, Reno, NV 89502. This is an open meeting under Nevada's open meeting law (NRS Chapter 241) and may be attended by the public.

During the meeting, the NTA may take action on the Motion in accordance with NRS 706 and NAC 706. Please note that the Motion is one of several items on the agenda and that it is your responsibility to be present when the Motion is called. If you are not present when the Motion is called, the NTA may still take action and grant the Motion.

You are specifically informed that you have the rights to: appear and be heard, either personally or through your counsel of choice at your expense; respond and present relevant evidence and argument; call and examine witnesses, introduce exhibits, and cross examine opposing witnesses on any relevant matters.

**VOLUNTARY WITHDRAWAL OF APPLICATION IN LIEU OF HEARING:** Instead of proceeding to a hearing on the Motion you may mail or fax a letter to the NTA and the undersigned Deputy Attorney General withdrawing your application.

Respectfully submitted this 13th day of January, 2021.

By: Jennifer DeRose
NTA Deputy Commissioner

AARON D. FORD
Attorney General

By: /s/ Louis V. Csoka
Louis V. Csoka
Deputy Attorney General

**CERTIFICATE OF MAILING**

I hereby certify that I am an employee of the State of Nevada, Office of the Attorney General and that on the 14 day of January, 2020, I served a copy of the foregoing Motion to Dismiss Application and Notice of Hearing via regular and certified mail, addressed as follows:

Certified Mail. No. 7020 0640 0000 7651 8107

360 TRANSPORTATION
d/b/a VEGAS 360 TRANSPORTATION
PO BOX 400284
LAS VEGAS NV 89140

Marilyn Millam
An employee of the Office of the Attorney General

STEVE SISOLAK
*Governor*

STATE OF NEVADA

TERRY REYNOLDS
*Director B&I*

DAWN GIBBONS
*Chairman*
GEORGE ASSAD
*Commissioner*
DAVID NEWTON
*Commissioner*

DEPARTMENT OF BUSINESS AND INDUSTRY
**NEVADA TRANSPORTATION AUTHORITY**

# WebEx and Teleconferencing Instructions

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https://businessnv2.webex.com
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2. If joining by phone, you will mute and unmute yourself by pressing star six (*6) and you will state the following information:
   a. Your first and last name.
   b. The name of your company, if applicable.
   c. Your item number on the agenda.

3. For all comments, please do the following to let us know you wish to speak:

   a. By web, raise your hand in the participant box.
   b. By phone, press star three (*3).
   c. Wait to be recognized by the coordinator before unmuting your phone/mic to speak.
   d. State your name as you begin your comments for the record.

# Agenda Item# 86

**BEFORE THE NEVADA TRANSPORTATION AUTHORITY**

| | |
|---|---|
| In the Matter of the Application of Sebastian Moving Las Vegas, LLC d/b/a Sebastian Moving Las Vegas has filed an application for a CPCN to provide household goods moving service within Clark, Lincoln and Nye Counties, Nevada on the one hand and the State of Nevada on the other. | Docket No.: 19-01006<br><br>**Motion to Dismiss Application and Notice of Hearing** |

Jennifer DeRose, Deputy Commissioner (the "Deputy Commissioner") of the Nevada Transportation Authority ("NTA"), moves that the NTA Commissioners dismiss the application of Sebastian Moving Las Vegas, LLC d/b/a Sebastian Moving Las Vegas, Docket Number 19-01006 ("Sebastian" or "Applicant"). This Motion to Dismiss Application and Notice of Hearing (this "Motion") is made and based upon the Application, the Memorandum of Points and Authorities that follows, and any argument and/or evidence presented at the Hearing of this matter.

**Memorandum of Points and Authorities**

**I. Jurisdiction**

The NTA has jurisdiction over household goods movers in Nevada.[1] Applicants for household goods movers, such as Sebastian, must submit an application and specific information to the NTA prior to operating.[2] The Deputy Commissioner shall move for dismissal of deficient applications.[3] Thus, the NTA has jurisdiction to hear and rule on this Motion.

**II. Background Facts**

On or about January 11, 2019, Sebastian filed an application with the NTA, which was contemporaneously noticed and designated as Docket No. 19-01006 (the "Application"). In its Application, Sebastian requested initial issuance of a certificate of public convenience and necessity to operate as a household goods mover within Clark, Lincoln, and Nye Counties, Nevada on the one hand and places within the State of Nevada on the other. On November 8, 2019, at the General Session of the Authority, the Application was approved, granting household goods moving authority to Sebastian. At

[1] *See* NRS 706.442 through NRS 706.443.
[2] *See* NRS 706.443; NAC 706.1375 (2).
[3] *See* NAC 706.1375(3)

the time, the Applicant was owned 51% by Sebastian Moving and More, LLC (held 95% by Jamin Sebastian and 5% by Jason Sebastian (collectively, the "Sebastians")) and 49% Thomas Franko. The Sebastians reside in Florida, and Mr. Franko was going to run the company in Nevada.

On November 19, 2019, the Compliance Order was signed, and the compliance period was set to expire on March 19, 2020. On March 5, 2020, the Applicant informed the NTA that Mr. Franko was no longer involved in the company. Simultaneously with the information of the change in ownership, the Applicant requested and was granted a 90 day extension of the compliance period. The new expiration date was June 19, 2020. On March 5, 2020, the Applicant was informed they would need to file an amendment to the Application and the procedures they would need to follow.

To date there has been no further contact by the Applicant.

Accordingly, the Applicant abandoned the Application.

## III. Argument

Applicants for household goods movers must provide various specific information with their application.[4] Pursuant to its regulations, Staff normally notifies Applicant about such omissions and deficiencies in writing.[5] Thereafter, the Applicant must cure the omissions and deficiencies within 15 working days.[6]

Here, the Applicant has not provided the necessary information to the NTA nor met the necessary conditions in the Compliance Order, even though the NTA granted repeated extensions to the Compliance Period. Further, the Applicant is no longer communicating with the NTA and has not filed the necessary amendments to the Applicant, in light of its change of ownership

Accordingly, the Deputy Commissioner has satisfied the requirements for dismissal.

## IV. Conclusion

The Applicant failed to prosecute the Application in good faith. The Deputy Commissioner has satisfied the requirements for dismissal and, therefore, hereby moves that the NTA grant this Motion at their next agenda meeting.

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[4] *See* NAC 706.1375(2)(a) through (u)
[5] *See* NAC 706.1375 (3)
[6] *See id.*

**Notice of Hearing**

PLEASE TAKE NOTICE that the above Motion is included as an action item on the NTA's regular agenda meeting scheduled for March 4, 2021 at 9:30 a.m. The meeting will take place at: (1) The NTA's Las Vegas Office, 3300 W. Sahara Ave., Suite 400, Las Vegas, NV 89102; and (2) the NTA's Reno Office, 1755 East Plumb Lane, Suite 216, Reno, NV 89502. This is an open meeting under Nevada's open meeting law (NRS Chapter 241) and may be attended by the public.

During the meeting, the NTA may take action on the Motion in accordance with NRS 706 and NAC 706. Please note that the Motion is one of several items on the agenda and that it is your responsibility to be present when the Motion is called. If you are not present when the Motion is called, the NTA may still take action and grant the Motion.

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~~**VOLUNTARY WITHDRAWAL OF APPLICATION IN LIEU OF HEARING:** Instead of~~ proceeding to a hearing on the Motion you may mail or fax a letter to the NTA and the undersigned Deputy Attorney General withdrawing your application.

Respectfully submitted this 13th day of January, 2021.

By: Jennifer DeRose
NTA Deputy Commissioner

AARON D. FORD
Attorney General

By: /s/ Louis V. Csoka
Louis V. Csoka
Deputy Attorney General

**CERTIFICATE OF MAILING**

I hereby certify that I am an employee of the State of Nevada, Office of the Attorney General and that on the 14 day of January, 2021, I served a copy of the foregoing Motion to Dismiss Application and Notice of Hearing via regular and certified mail, addressed as follows:

SEBASTIAN MOVING LAS VEGAS LLC
2228 MAJESTIC WOODS BLVD
APOPKA, FL 32712

Certified Mail No. 7020 0640 0000 7651 8091

An employee of the Office of the Attorney General

STEVE SISOLAK
*Governor*

STATE OF NEVADA

TERRY REYNOLDS
*Director B&I*

DAWN GIBBONS
*Chairman*
GEORGE ASSAD
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DAVID NEWTON
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DEPARTMENT OF BUSINESS AND INDUSTRY
**NEVADA TRANSPORTATION AUTHORITY**

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   d. State your name as you begin your comments for the record.

# Agenda Item# 87

**BEFORE THE NEVADA TRANSPORTATION AUTHORITY**

| | |
|---|---|
| In re:<br><br>Application of Tryp Transportation, LLC d/b/a Promotions Vegas for a Certificate of Public Convenience and Necessity to provide charter bus services within the state of Nevada. | Docket No.: 19-10035<br><br>**Motion to Dismiss Application and Notice of Hearing** |

Jennifer DeRose, Deputy Commissioner (the "Deputy Commissioner") of the Nevada Transportation Authority ("NTA"), moves that the NTA Commissioners dismiss the application of Tryp Transportation, LLC d/b/a Promotions Vegas ("Tryp Trans" or the "Applicant"), Docket Number 19-10035. This Motion to Dismiss Application and Notice of Hearing (this "Motion") is made and based upon the Application, the Memorandum of Points and Authorities that follows, and any argument and/or evidence presented at the Hearing of this matter.

**Memorandum of Points and Authorities**

**I. Jurisdiction**

The NTA has jurisdiction over charter bus operators in Nevada.[1] Applicants for charter bus services, such as Tryp Trans, must submit an application and specific information to the NTA prior to operating.[2] The Deputy Commissioner shall move for dismissal of deficient applications.[3] Thus, the NTA has jurisdiction to hear and rule on this Motion.

**II. Background Facts**

On October 23, 2019, Tryp Trans filed an application with the NTA, which was ultimately accepted and noticed on October 28, 2019, and designated as Docket No. 19-10035 (the "Application"). In its Application, Tryp Trans requested an initial issuance of a certificate of public convenience and necessity to provide charter bus services within the State of Nevada. Neither Protests nor Petitions for Leave to Intervene were filed relative to the Application.

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[1] *See* NRS 706.463; NRS 706.391; NAC 706.034; *see generally* NRS Chapter 706.
[2] *See* NAC 706.1377.
[3] *See* NAC 706.1375(3).

David Otero ("Mr. Otero") and Trypto Technologies ("Typto Tech") each own a fifty percent (50%) membership interest in the Applicant. In turn, Trypto Tech is owned by Madeline Palmer ("Mrs. Palmer") and Claus Palmer ("Mr. Palmer").

On November 7, 2019, NTA Compliance Audit Investigator Rayson provided Mr. Otero and Mrs. Palmer with the requisite fingerprint forms. (When it was determined at later time that Mr. Palmer was also an ultimate owner in the Applicant, NTA Staff advised the Applicant that Mr. Palmer also needed to have his fingerprints taken.)

Notwithstanding, to date, none of the Applicants have done the required fingerprint forms.

On December 24, 2019, Mr. Otero e-mailed the NTA, to find out how to remove the other owners (i.e., Trypto Tech) from the Application, thereby making Mr. Otero the sole owner of the Applicant. Mr. Otero indicated that he did not want to continue his "partnership" with the Palmers. NTA Staff advised Mr. Otero that (1) if the Palmers agree to exit, then Mr. Otero would need to amend the Application or (2) if the Palmers do not agree to exit, then Mr. Othero would need to file a new Application separately.

Since such developments, there has been no further contact from the Applicant or its members.

Accordingly, Applicant had abandoned its Application.

## III. Argument

Applicants for charter bus services must provide various specific information with their application.[4] Pursuant to its regulations, Staff normally notifies Applicant about such omissions and deficiencies in writing.[5] Thereafter, the Applicant must cure the omissions and deficiencies within 15 working days.[6]

Here, the Applicant has abandoned its Application. In particular, the Applicant failed to provide the requested information to the NTA for several months, notwithstanding repeated requests for the same.

Accordingly, the Deputy Commissioner has satisfied the requirements for dismissal.

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[4] *See* NAC 706.1377 (1) and (2).
[5] *See supra.*
[6] *See* NAC 706.1375(3); *see also* NAC 706.1377(3).

## IV. Conclusion

The Applicant failed to prosecute the Application in good faith. The Deputy Commissioner has satisfied the requirements for dismissal and, therefore, hereby moves that the NTA grant this Motion at their next Agenda Meeting.

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**Notice of Hearing**

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Respectfully submitted this 13th day of January, 2021.

By: Jennifer DeRose
NTA Deputy Commissioner

AARON D. FORD
Attorney General

By: /s/Louis V. Csoka
Louis V. Csoka
Deputy Attorney General

**CERTIFICATE OF MAILING**

I hereby certify that I am an employee of the State of Nevada, Office of the Attorney General and that on the 14 day of January, 2021, I served a copy of the foregoing Motion to Dismiss Application and Notice of Hearing via regular and certified mail, addressed as follows:

Certified Mail. No. 7009 3410 0002 3251 6915

TRYP TRANSPORTATION LLC DBA
PROMOTIONS VEGAS
7380 West Sahara Avenue, Suite 180
Las Vegas, Nevada 89117

and 7009 3410 0002 3251 6922

TRYP TRANSPORTATION LLC DBA
PROMOTIONS VEGAS
7437 South Eastern Avenue, Suite 610
Las Vegas, Nevada 89123

An employee of the Office of the Attorney General

STEVE SISOLAK
*Governor*

STATE OF NEVADA

TERRY REYNOLDS
*Director B&I*

DAWN GIBBONS
*Chairman*
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