

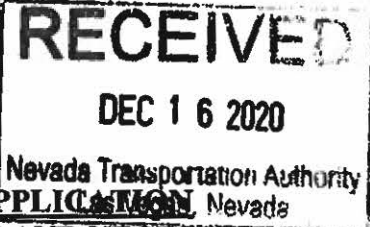
# Agenda Item# 42

**Additional material presented at  
the meeting.**

1 **BEFORE THE NEVADA TRANSPORTATION AUTHORITY**

2 Axel Transportation, LLC d/b/a Axel Transportation  
3 application to provide charter bus transportation of  
4 passengers and their baggage between points and places  
5 within the State of Nevada

) Docket 19-11004  
)  
)  
)



6 **PROTEST OF AXEL TRANSPORTATION'S APPLICATION**  
7 **FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

8 COMES NOW, the Livery Operators Association of Las Vegas ("LOA"), by and through its  
9 counsel, Kimberly Maxson-Rushton, Esq. of the law firm Cooper Levenson, P.A., and submits the  
10 following Protest of the Application of Axel Transportation, LLC. dba Axel Transportation for a  
11 Certificate of Public Convenience and Necessity ("CPCN") to provide charter bus services between  
12 points and places the State of Nevada. This Protest is filed pursuant to Nevada Administrative Code  
13 ("NAC") 706.397.  
14

15 All notices, pleadings documents and correspondence pertaining to this proceeding should be  
16 directed to the following individual:

17 Kimberly Maxson-Rushton  
18 Cooper Levenson, Attorneys at Law  
19 3016 West Charleston Boulevard, Ste. 195  
20 Las Vegas, Nevada 89102  
krushton@cooperlevenson.com

21 **I.**

22 **INTRODUCTION**

23 As the administrative record before the NTA reflects, in early 2019, Abderrahim Mansouri  
24 ("Applicant") made multiple threatening calls to certificated carrier ODS over the course of a day  
25 wherein he threatened to harm members of the LOA and their counsel. In listening to the recordings  
26 it's clear that Applicant was not only angry but also intoxicated and highly agitated.  
27  
28

1 The Authority is also aware of Applicant's pattern of belligerent behavior towards members  
2 of the NTA Staff, which further evidence Applicant's lack of self control and mental instability.

3 As a result of Applicant's specific threats to harm members of the transportation industry,  
4 coupled with his disrespect for the NTA and clear inability to maintain self-control, Applicant's  
5 prior CPCN was revoked in March 2019. Eight months later Applicant filed the subject application  
6 seeking authority (again) to hold a CPCN in order to operate as a commercial motor carrier of  
7 passengers. In response, the LOA respectfully submits this Protest and requests that the NTA deny  
8 the Application.  
9

## 10 II.

### 11 ARGUMENT

12 Under Nevada law, commercial motor carriers are required to operate in a safe manner  
13 thereby ensuring the safety of the public as well as other members of the transportation industry.  
14 See, NRS 706.151. In accordance with this legal obligation the NTA, when considering an  
15 application, must find the applicant to be fit to provide the transportation services otherwise the  
16 application shall be denied. See, NRS 706.391.  
17

18 Without question, Applicant is not fit to hold a privileged license as a charter bus operator  
19 nor is he fit to serve as a commercial driver. Applicant's behavior was criminal in nature.  
20 Specifically, Federal law provides that "[w]hoever transmits in interstate or foreign commerce any  
21 communication containing any threat to . . . injure the person of another . . . [is guilty of a felony]."  
22 18 U.S.C. § 875 (1994) (emphasis added); see also NRS 202.448 (2007). Moreover, Applicant's  
23 prior behavior clearly evidences an inability to control himself when angry.  
24

25 As the NTA is aware Applicant did not make an otherwise mean or angry statement about a  
26 competitor but instead expressed a specific intent to cause bodily harm to another member of the  
27 industry and in one instance, threatened to kill the LOA's counsel. The passing of eight months,  
28 "some vacation time" and an anger management class do not provide the members of the LOA and

1 their passengers with any assurance that Applicant has the requisite fitness to hold a CPCN and it  
2 should not serve as a basis for the Authority to grant this Application.

3  
4 **III.**

5 **CONCLUSION**

6 Based upon the extensive record before the NTA pertaining to this Applicant, it's clear that  
7 he is unfit to hold a CPCN. Furthermore, as the NTA's records demonstrate, Applicant presents a  
8 safety risk to the public and to the transportation industry otherwise making him ineligible to hold a  
9 NTA Driver's Permit. Accordingly, the LOA submits this Protest and respectfully requests that the  
10 NTA deny this Application.

11 DATED this 16<sup>th</sup> day of December, 2020.

12 Respectfully submitted,

13  
14 /s/Kimberly Maxson-Rushton

15 KIMBERLY MAXSON-RUSHTON, ESQ.

16 Nevada Bar No. 5065

17 COOPER LEVENSON, ATTORNEYS AT LAW

18 3016 West Charleston Boulevard, Ste. 195

19 Las Vegas, Nevada 89102

20 Counsel for Petitioner LIVERY OPERATORS

21 ASSOCIATION OF LAS VEGAS  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that, on December 16<sup>th</sup>, 2020, I served a copy of the above and  
foregoing **LIVERY OPERATORS ASSOCIATION OF LAS VEGAS PROTEST TO AXEL  
TRANSPORTATION, LLC** via U.S. Mail, postage prepaid, upon the following:

Louis V. Csoka  
Senior Deputy Attorney General  
Office of the Attorney General  
555 East Washington Avenue, Suite 390  
Las Vegas, Nevada 89101

Nevada Transportation Authority  
Applications Manager  
3300 West Sahara Avenue, Suite 200  
Las Vegas, Nevada 89102

Axel Transportation, LLC  
7090 Burcot Avenue, #33  
Las Vegas, NV 89156  
Anouarm20@gmail.com

/s/Christiane Smith  
An employee of Cooper Levenson,  
Attorneys at Law

# Agenda Item# 59

**Additional material presented at  
the meeting.**

## Liz Babcock

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**From:** zev kaplan <zevkaplanlv@gmail.com>  
**Sent:** Monday, November 9, 2020 11:29 AM  
**To:** Desiree Main  
**Cc:** Liz Babcock; Rene Revens  
**Subject:** Re: Docket 20-09020 - Luxury Limousines of Las Vegas, LLC  
**Attachments:** Lux Limo Upfitter requirements memo 11092020.docx

The forwarded message includes description of the Mercedes/Daimler Upfitter program. Also attached is further information regarding the Daimler program and NHTSA self-certification. Mercedes oprgram is an invited program where the Upfitter is invited through Dealer to become a member. There is a fleet pul inspection and various guidance as to how to perform the upfitting. In the end, however, the requirement of complying with NHTSA and the FMVSS requirements are the same whether a "Mercedes certified upfitter" or not. Both require self-certification of compliance with FMVSS per federal law. The advantage to the Mercedes program is substantially a marketing advantage to the Upfitter and Mercedes.

On Thu, Oct 29, 2020 at 3:42 PM Desiree Main <[dmain@nta.nv.gov](mailto:dmain@nta.nv.gov)> wrote:

Good Afternoon Zev,

Since we did not receive the requested documentation by the cutoff date for the November Agenda this matter has been moved to the December Agenda to allow you more time to collect data to support your clients case. The Interim remains in place and the carrier may continue to use the vehicle until it is heard. Please just be sure to get me those documents as soon as possible.

Regards,

*Desirée Main*

Compliance/Audit Investigator II

Nevada Transportation Authority

3300 W. Sahara Ave, Ste 200

Las Vegas, NV 89102

Email: [dmain@nta.nv.gov](mailto:dmain@nta.nv.gov)

Phone: 702-486-3303

Fax: 702-486-2590

#1

### **2019|2020 MasterUpfitter Application Process**

Thank you for your interest in becoming one of our Mercedes-Benz / Freightliner Vans MasterUpfitters!

MasterUpfitter Program Invitations are granted to potential MasterUpfitters based on a number of factors, focusing on program fit, company innovation, potential scale and overall upfit scope. In order to receive an invitation, both a Mercedes-Benz Vans dealer and an associated Mercedes-Benz Regional Sales Manager (RSM) and / or a Mercedes-Benz van Key Account Manager (KAM) must be a reference for you. Please see your local dealer, RSM, or KAM for the applicable reference form.

The 2019|2020 MasterUpfitter Program requires experienced applicants that are familiar and compliant with all applicable Federal Motor Vehicle Safety Standards (FMVSS) and required testing pertaining to the upfit of our vans. Applicants are required to adhere to all applicable Mercedes-Benz and Freightliner Body and Equipment Guidelines and related bulletins as well as match our transferable warranty of 3 years / 36,000 miles on upfit related parts and labor. For further requirements and details please see your local Mercedes-Benz Vans dealership.

**Please note:** Mercedes-Benz / Freightliner Vans does not make determinations regarding any and all safety aspects of MasterUpfitter builds. It is the MasterUpfitter who is solely responsible for all applicable required testing, certifications, and safety related performance of their products and upfitted vehicles. Any relevant information obtained by Mercedes-Benz / Freightliner vans from you, the upfitter, is obtained only for the purpose of determining if the upfitter is willing and able to comply with the Mercedes-Benz / Freightliner recommendations.

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MasterUpfitter Program Invitations are granted to potential MasterUpfitters based on a number of factors, focusing on program fit, company innovation, potential scale and overall upfit scope. In order to receive an invitation, both a Mercedes-Benz Vans dealer and an associated Mercedes-Benz Regional Sales Manager (RSM) and / or a Mercedes-Benz van Key Account Manager (KAM) must be a reference for you. Please see your local dealer, RSM, or KAM for the applicable reference form.



# MasterUpfitter Program Overview

Become a MasterUpfitter (<https://www.upfitterportal.com/en-us/upfitters/apply>)

## The MasterUpfitter Program

### Purpose of the MasterUpfitter Program

The Sprinter and the Metris deliver a solid base for every upfit – and a well-respected brand name. That means the title as a MasterUpfitter is a measurable competitive advantage. The shared desire for utmost customer satisfaction is supported 24/7 by providing each MasterUpfitter with a comprehensive toolbox that includes special access to technical information reserved only for MasterUpfitters, MasterUpfitter logo usage, dedicated engineering support, ship-to<sup>3</sup> capabilities and the opportunity to showcase their solutions.

### Key Advantages for MasterUpfitters

#### Dedicated MasterUpfitter Dashboard

MasterUpfitters have special access to the MasterUpfitter Dashboard via a login. From there, in a convenient platform, MasterUpfitters can update and manage their company profiles, upload pictures and brochures, download 3D data, connect to the VIP technical support team, access exclusive content on the Upfitter Portal and enjoy other exclusive benefits reserved only for MasterUpfitters.

#### VIP technical support

MasterUpfitters are entitled to a dedicated sales engineering team that can help you find answers to your technical questions, anything related to the options/packages of the base vehicle, the interpretation of existing guidelines and even the investigating of additional information required to build safely on Mercedes-Benz Vans and Daimler Vans vehicles.

#### MasterUpfitter Marketing Tools

The MasterUpfitter receives a certificate and a detailed handbook that are intended to assist in promoting and communicating the advantages of the MasterUpfitter status. The handbook includes the MasterUpfitter logo guidelines and basic vehicle product descriptions for use in all public and internal marketing efforts.

In addition, an online upfitter profile also offers Mercedes-Benz Vans and Daimler Vans authorized dealers the ability to search for upfit solutions online, MasterUpfitter solutions. The profile can include any number of images, brochures, spec sheets, contact information and other relevant information and it is maintained and updated by the MasterUpfitters themselves.

### Additional Benefits

Prominent features on the Upfitters section of the Mercedes-Benz Vans and Daimler Vans family of websites include Upfitter-specific videos, an image gallery and a searchable MasterUpfitter database open to the public. MasterUpfitters also have the opportunity to participate in corporate sponsored events and tradeshows upon request.

### Customer benefits gained from doing business with MasterUpfitters

#### Master of the Trade<sup>3</sup>

All MasterUpfitters are experts of their specific trade or specialty. Becoming a MasterUpfitter, involved a commitment to all applicable regulatory and the most up-to-date upfitting standards. By recognizing these experts, or Masters of their trades, customers can reap the benefits of their combined expertise and have a wealth of solutions available for the Sprinter or Metris.

#### 3-year / 36,000-mile Basic Limited Warranty

MasterUpfitters agree to match the 3-year / 36k-mile limited warranty which extends to cover components and installations that meet the high-quality standards customers expect from a Sprinter or Metris.<sup>1</sup>

#### Special Vehicle Financing Options

In most cases, vans sold by an authorized Mercedes-Benz Vans or Daimler Vans dealer with a solution from a MasterUpfitter are eligible to be structured into the same finance or lease contract as the base vehicle through Mercedes-Benz Financial Services.<sup>2</sup>

#### Drop-Ship Logistics Program Savings<sup>3</sup>

Customers can take advantage of having a vehicle customized by a MasterUpfitter included in the typical logistics chain. Both options can save customers time and money. Only MasterUpfitters are eligible to participate in the drop-ship program.<sup>3,4,5</sup>

#2

## NHTSA Upfitter Certifications

49 U.S.C. Section 30115 and 49 C.F.R. Part 567 provide for the self-certification of compliance with FMVSS. The following letter from NHTSA's Chief Counsel in response to an inquiry by a dealer discusses certification requirement.

Mr. Robert B. Dix, Jr.  
Fleet Manager  
JKJ Chevrolet  
Koons Plaza  
2000 Chain Bridge Road  
Vienna, VA 22180  
Dear Mr. Dix:

This responds to your letter requesting information concerning "after market upfittings". You indicate that you intend to bid on Federal, State or County motor vehicle solicitations and it appears that a number of these solicitations contain specifications that would require "after market upfittings". You asked how our regulations would affect those "after market upfittings".

As you may know, the National Traffic and Motor Vehicle Safety Act of 1966 (15 U.S.C. 1381 et seq.) prohibits the sale or introduction into interstate commerce of any new vehicle or item of motor vehicle equipment that does not conform to all applicable Federal motor vehicle safety standards. The Safety Act authorizes NHTSA to issue these safety standards. NHTSA does not have authority to approve, endorse, or offer assurances of compliance to a manufacturer's motor vehicles or motor vehicle equipment. Rather, the Safety Act established a "self-certification" process, in which each manufacturer is responsible for certifying that its products meet all applicable safety standards.

It is not clear from your letter whether "after market upfittings" means that you will be altering motor vehicles while they are still new, i.e., before they have been sold to a consumer for the first time or that you will be making modifications to used vehicles, i.e., ones that have been purchased already. The requirements applicable to the "after market upfittings" vary, depending on whether the alteration is performed before or after the vehicle has been sold to a consumer for the first time.

I will discuss first the requirements that would apply if you modify vehicles that are new. As modified, the vehicles must continue to comply with all applicable standards, since section 108(a)(1)(A) of the Safety Act prohibits the sale of any vehicle that does not comply with all applicable Federal motor vehicle safety standards. Further, the agency's certification requirements in Part 567 of the Code of Federal Regulations applies to any person who changes previously certified vehicles by means other than the addition, substitution, or removal of readily attachable components or minor finishing operations, or in such a manner that the weight ratings assigned to the vehicle are no longer valid. Such a person is considered an "alterer" for purposes of Part 567 (copy enclosed). The person performing the modifications set forth in your letter (installing a bench seat or

1073

adding auxiliary springs) would be considered an alterer, because seats and springs are not readily attachable components.

In this situation, 49 CFR 567.7 requires that:

(1) The alterer supplement the existing manufacturer certification label by affixing an additional label stating that the vehicle as altered conforms to all applicable Federal motor vehicle safety standards as well as stating the firm or individual name of the alterer and the month and the year in which the alterations were completed (see /567.7(a)); (2) The modified values for the vehicle be provided as specified in //567.4(g)(3) and (5), if the gross vehicle weight ratings or any of the gross axle weight ratings of the vehicle as altered are different from those shown on the original certification label (see /567.7(b)); and (3) The type classification be provided, if the vehicle as altered has a different type of classification from that shown on the original certification.

In addition to these certification requirements, an alterer is considered a "manufacturer" for the purposes of notification and recall for defects or noncompliance under the Safety Act and is subject to the requirements of 49 CFR Part 573, Defect and Noncompliance Reports.

With respect to your first point, i.e., that you believe you should "(o)btain from the company doing the work a certification that the after market upfitting meets National Highway Safety Standards," the alterer is required to certify that the altered new vehicle complies with all applicable Federal safety standards.

I am not sure that I understand your second point, i.e., that if a bench seat is installed in a cargo van, the van must have a side door that can be opened from the inside. If you are speaking of an obligation to make some modification to an existing side door, the door would be governed by Standard No. 206, Door locks and door retention system (See 49 CFR 571.206). S4 of Standard 206 provides that the standard's requirements apply to "any side door leading directly into a compartment that contains one or more seating accommodations" and specifies different strength and lock requirements for different types of doors. The addition of a bench seat to what was formerly the cargo compartment would convert that compartment into one subject to S4. The safety standard does not require that the inside rear door handles be operative.

If your second point refers to an obligation to install a side door because you install a bench seat, that is not correct. The Federal motor vehicle safety standards do not impose an obligation that there be a side door in a van. With all of the preceding statements, however, you should note that section 108(c) of the Safety Act provides that compliance with our standards does not exempt any person from any liability under common law. Accordingly, you may wish to consult with a private attorney regarding any product liability concerns you may have about the operability of the door.

Your third point is that you believe that you must place "a decal, label, or some form of paperwork in the vehicle indicating the results of the upfitting." If the "after market upfittings" to which you refer are made to a new vehicle, /567.7 requires the alterer to



permanently affix to the vehicle a label setting forth the information specified in that section.

Having discussed the requirements applicable to new vehicles, I now turn to discussing those applicable to used vehicles. If the "after market upfittings" are modifications to used vehicles (in this case, vehicles sold and delivered to a public authority), section 108(a)(2)(A) of the Safety Act applies. This section prohibits any manufacturer, distributor, dealer or motor vehicle repair business from knowingly rendering inoperative any equipment or element of design installed on a vehicle in compliance with our standards. Thus, neither your dealership nor any company that is a repair business or manufacturer can alter legally any vehicle that complies with all applicable Federal motor vehicle safety standards when you receive it (as certified on the motor vehicle by the original manufacturer), in such a way that the vehicle no longer complies with the applicable safety standards.

If the vehicles in question are used vehicles at the time of their modification, the company performing the modifications is not required to provide a separate certification, as discussed in your points 1 and 3. Since you, as the dealer, may be held responsible under section 108(a)(2)(A) for any rendering inoperative by a company acting as your agent, you may wish to get written assurances from the modifier that it has made the modifications in a manner which will not take the vehicle out of compliance with the Federal motor vehicle safety standards. However, that matter is left for your dealership and the modifier to resolve.

As an aid to helping you determine which standards may apply to the modified vehicles, I am enclosing a publication entitled "Federal Vehicle Safety Standards and Procedures." This pamphlet indicates which standards apply to which vehicle types. I also have enclosed a general information sheet for new manufacturers that gives a general description of the applicable regulations, and explains how to get copies of those regulations. I hope this information proves helpful. Please contact this agency again if we can be of further assistance.

Sincerely,

Erika Z. Jones Chief Counsel

Enclosures ref:VSA:567 d:12/29/87

# Attendance List

**SIGN IN SHEET FOR**  
**LAS VEGAS OFFICE**  
**MONTHLY AGENDA MEETING**  
**FOR THURSDAY, DECEMBER 17, 2020 MORNING SESSION ITEMS 1 THROUGH 66**  
**IN LAS VEGAS, NEVADA**

**PLEASE PRINT CLEARLY**

<b>DATE</b>	<b>TIME</b>	<b>NAME</b>	<b>COMPANY</b>	<b>AGENDA ITEM # OF INTEREST</b>
		Lucy Elias		38 & 39
		Artin Amirian		38 & 39
		David Walker	Triple JJJ	41
		Abderrahim Mansouri		42
		Casey Stiteler		62
		Sherrie		
		JJ Bell		43 & 44
		Aileen Pastor		63 & 73
		Zev Kaplan		59
		Luis Betancourt	EZEE Towing	40

**SIGN IN SHEET FOR**  
**LAS VEGAS OFFICE**  
**MONTHLY AGENDA MEETING**  
**FOR THURSDAY, DECEMBER 17, 2020 MORNING SESSION ITEMS 1 THROUGH 66**  
**IN LAS VEGAS, NEVADA**

**PLEASE PRINT CLEARLY**

DATE	TIME	NAME	COMPANY	AGENDA ITEM # OF INTEREST
		James Kent		45
		Joslin Frehner		
		Jenna Randall		47 & 59
		Brent Carson		58, 60, 61 & 65
		Andrew Meyers		43 & 44
		Desiree Dante		
		Jenny Du	Via	63
		Ayana Free	Via	63
		Avishai Shoham	Via	63
		Makenzie Schafer		

**SIGN IN SHEET FOR**  
**LAS VEGAS OFFICE**  
**MONTHLY AGENDA MEETING**  
**FOR THURSDAY, DECEMBER 17, 2020 MORNING SESSION ITEMS 1 THROUGH 66**  
**IN LAS VEGAS, NEVADA**

**PLEASE PRINT CLEARLY**

DATE	TIME	NAME	COMPANY	AGENDA ITEM # OF INTEREST
		Kristina Kleist		
		Kimberly Maxson-Rushton		42, 43, 44, 60 & 66
		Paul Curtis		
		Jeff D		
		Juan David Castillo		
		RT Simmons		
		Ron		
		Christopher Baker		64



**SIGN IN SHEET FOR**  
**LAS VEGAS OFFICE**  
**MONTHLY AGENDA MEETING**  
**FOR THURSDAY DECEMBER 17, 2020 AFTERNOON SESSION ITEM 67 THROUGH 75**  
**IN LAS VEGAS, NEVADA**

**PLEASE PRINT CLEARLY**

<b>DATE</b>	<b>TIME</b>	<b>NAME</b>	<b>COMPANY</b>	<b>AGENDA ITEM # OF INTEREST</b>
		Camilla Sparks	Quality Towing	72
		Regan Lively		
		Sherrie		
		Ron		
		Jennifer Atlas		
		Michael L. French		
		Paul Curtis		
		Lisa	Tango Car	73
		Elizabeth Gallagher	Lyft	73
		Alex Larro		

## MONTHLY AGENDA MEETING

## IN LAS VEGAS, NEVADA

[illegible]

## TIME

NAME \_\_\_\_\_

**COMPANY**

**AGENDA ITEM #  
OF INTEREST**

**Adib Eljaohari**