

Agenda Item# 6

STATE OF NEVADA



DAWN GIBBONS
Chair

GEORGE ASSAD
Commissioner

R. DAVID GROOVER
Commissioner

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, February 17, 2022 at 9:30 am (Items 1 through 76).** 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 77 through 94 commencing at 1:15 pm,** preceded and followed by additional public comment periods.

The public may attend the meeting via WebEx or via telephone pursuant to AB253. Public comment will be accepted by either mode of attendance as indicated on the agenda below. Members of the public may request the supporting material for this meeting by visiting the NTA's website and clicking on the "Attachments" link for the scheduled meeting, http://nta.nv.gov/About/Meetings/2021/2021_Mtg/ or by contacting **Rita Brownawell, Nevada Transportation Authority, 3300 West Sahara Ave., Suite #200, Las Vegas, Nevada 89102, (702) 486-6498, rbrownawell@nta.nv.gov**

WEBEX LINK: <https://businessnv2.webex.com>

DIAL IN NUMBER: 1-844-621-3956

THURSDAY, FEBRUARY 17, 2022 MEETING ACCESS CODE: 2480 542 1186

THURSDAY, FEBRUARY 17, 2022 MEETING PASSWORD: xsV3PFVP3k6

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 13, 2022 Agenda Meeting – *FOR POSSIBLE ACTION***
- 8. Briefings from the Commissioners**
- 9. Briefing from the Deputy Commissioner**
- 10. Report of Legal Counsel**

ADMINISTRATIVE CITATIONS AND IMPOUNDMENTS

Please note that items 11 through 42 below may be voted on in a block unless a party to the matter requests an item number be pulled for consideration.

- 11. Citation 21492 and 21493 and Impound I-4280** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citations 21492 and 21493 issued to Danilo Odoia for violations of NRS 706.386 and NRS 706A.280 (DG) – ***FOR POSSIBLE ACTION***
- 12. Citation 22156 and Impound I-3575** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 22156 issued to Antonio D Rivera for violations of NRS 706.386 and NRS 706.758 (DG) – ***FOR POSSIBLE ACTION***
- 13. Citation 22710 and Impound I-4213** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 22710 issued to Joel Babich for violation of NRS 706.386 (DG) – ***FOR POSSIBLE ACTION***
- 14. Citation 22726 and Impound I-3758** the impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 22726 issued to James Haverkorn for violation of NRS 706.386 (DG) – ***FOR POSSIBLE ACTION***
- 15. Citation 22854** issued to Bekins A-1 Movers, Inc d/b/a National Moving Storage for violations of NAC 706.218 and NRS 706.398 (DG) – ***FOR POSSIBLE ACTION***

16. **Citation 22916** issued to Daniel Garcia Ferreira for violations of NRS 706.386 and NRS 706.758 (DG) – **FOR POSSIBLE ACTION**
17. **Citation 22917 and 22918 and Impound I-4281** the impoundment pursuant to NRS 706.476 of a vehicle registered to and Citations 22917 and 22918 issued to Younes Jemni for violations of NRS 706.386 and NRS 706A.280 (DG) – **FOR POSSIBLE ACTION**
18. **Citation 23119** issued to Tanvir Nayem for a violation of NAC 706.365.4 (DG) – **FOR POSSIBLE ACTION**
19. **Citation 23122 and Impound I-4246** the impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 23122 issued to Michael Marzio for violation of NRS 706.386 (DG) – **FOR POSSIBLE ACTION**
20. **Impound I-4279** The impoundment pursuant to NRS 706.476 of a vehicle registered to Lisdrey Garcia Moreira (DG) – **FOR POSSIBLE ACTION**
21. **Citation 21494 and 21495 and Impound 3274** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citations 21494 and 21495 issued to Emmanuel Ezem for violations of NRS 706.386 and NRS 706A.280 (GA) – **FOR POSSIBLE ACTION**
22. **Citation 21971** issued to Badly Scattered Land and Cattle Company d/b/a Medic Coach Service for violation of NAC 706.203(4) (GA) – **FOR POSSIBLE ACTION**
23. **Citation 21970** issued to Richard Davidson d/b/a Ricks Mr. Tow for violation of NAC 706.203(4) (GA) – **FOR POSSIBLE ACTION**
24. **Citation 21972** issued to All My Sons Moving and Storage of Las Vegas, LLC for violation of NAC 706.203(4) (2 counts) (GA) – **FOR POSSIBLE ACTION**
25. **Citation 21973** issued to Move 4 Less, LLC d/b/a Move 4 Less for violation of NAC 706.203(4) (GA) – **FOR POSSIBLE ACTION**
26. **Citation 21974** issued to Kaptyn Nevada, LLC d/b/a Kaptyn for violation of NAC 706.203(4) (GA) – **FOR POSSIBLE ACTION**
27. **Citation 22475** issued to Charles Adam Bromberger for violation of NRS 706.386 and NRS 706.758 (GA) – **FOR POSSIBLE ACTION**
28. **Citation 22524** issued to Yonas Meshasha for violation of NAC 706.228 and NAC 706.311 (GA) – **FOR POSSIBLE ACTION**
29. **Citation 22580** issued to Holiday Motor Coach, LLC for violation of NAC 706.203 (4) (GA) – **FOR POSSIBLE ACTION**
30. **Citation 22639** issued to Bell Trans, A Nevada Corporation d/b/a Bell Trans, Bell Limousine for violation of NAC 706.203 (4 counts) (GA) – **FOR POSSIBLE ACTION**
31. **Citation 22646** issued to 1st Response Towing, Inc. d/b/a The Tow Truck Company for violation of NAC 706.203 (3 counts) (GA) – **FOR POSSIBLE ACTION**

- 32. **Citation 22647** issued to ASP Inc d/b/a Aaction Movers of Nevada for violation of NAC 706.203 (GA) – **FOR POSSIBLE ACTION**
- 33. **Citation 22648** issued to Cesar Escoffie Euan d/b/a High Speed Towing for violation of NAC 706.203(4) (GA) – **FOR POSSIBLE ACTION**
- 34. **Citation 22649** issued to Trimont Land Company, Inc. d/b/a Northstar at Tahoe Resort for violation of NAC 706.203(4) (GA) – **FOR POSSIBLE ACTION**
- 35. **Citation 22650** issued to Greyhound Lines, Inc. for violation of NAC 706.203(4) (GA) – **FOR POSSIBLE ACTION**
- 36. **Citation 22849** issued to Greyhound Lines, Inc. for violation of NAC 706.203(4) (2 counts) (GA) – **FOR POSSIBLE ACTION**
- 37. **Citation 22912** issued to Michelle Osterberg-Hutchinson for violations of NRS 706.386 and NRS 706.758 (GA) – **FOR POSSIBLE ACTION**
- 38. **Citation 23253** issued to Dave’s Taxi Tahoe for violations of NRS 706.386 and NRS 706.758 (GA) – **FOR POSSIBLE ACTION**
- 39. **Impound I-4212** The impoundment pursuant to NRS 706.476 of a vehicle registered to David Lawrence Brinton (GA) – **FOR POSSIBLE ACTION**
- 40. **Citation 21488 and 21489 and Impound I-3933** the impoundment pursuant to NRS 706.476 of a vehicle registered to and Citations 21488 and 21489 issued to Samuel Awealom for violations of NRS 706.386 and NRS 706A.280 (RDG) – **FOR POSSIBLE ACTION**
- 41. **Citation 22913 and Impound I-4278** the impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 22913 issued to Anthony Turner for violation of NRS 706.386 (RDG) – **FOR POSSIBLE ACTION**
- 42. **Impound I-3949** the impoundment pursuant to NRS 706.476 of a vehicle registered to U-Haul (RDG) – **FOR POSSIBLE ACTION**

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

- 43. **Docket 21-08014** The Application of RS Enterprises, LLC d/b/a 365 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) – **FOR POSSIBLE ACTION**
- 44. **Docket 21-08031** The Application of Loas, LLC d/b/a Free 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) – **FOR POSSIBLE ACTION**

45. **Docket 21-09018** The Application of AM+ Towing Service, LLC d/b/a AM Plus Towing Service 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***
46. **Docket 21-10005** The Application of Mojarro Enterprises, LLC d/b/a Mojarro 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. (GA) – ***FOR POSSIBLE ACTION***
47. **Docket 21-11008** The Application of Firme 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***
48. **Docket 21-11010** The Application of ZDR Corporation d/b/a Del Rey 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. (GA) – ***FOR POSSIBLE ACTION***

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

49. **Docket 21-05014** The Application of St. George Executive Shuttle, L.L.C. d/b/a St. George Shuttle 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***
50. **Docket 21-08015** The Application of Carreras Tours, LLC for a certificate of public convenience and necessity to provide charter bus service within the State of Nevada. Staff investigation concluded. (GA) – ***FOR POSSIBLE ACTION***
51. **Docket 21-10018** The Joint Application of Zerihun Demessie for authority to sell and transfer and the remaining members of Alpha Transportation, LLC to purchase and acquire 25% of membership in Alpha Transportation, LLC a carrier authorized to provide charter bus service within the State of Nevada granted under CPCN 2230, Sub 1. Staff investigation concluded. (GA) – ***FOR POSSIBLE ACTION***
52. **Docket 21-10035** The Application of JMC Limousine, LLC d/b/a JMC Transportation for a certificate of public convenience and necessity to provide charter bus service within the State of Nevada. Staff investigation concluded. (RDG) – ***FOR POSSIBLE ACTION***

REQUEST FOR TEMPORARY DISCONTINUANCE

53. **Docket 22-01003** The temporary discontinuance from December 3, 2021, through January 2, 2022, of service provided by Reinier Towing, LLC under CPCN 7456. This carrier has resumed operations. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

REQUEST TO EXTEND TEMPORARY DISCONTINUANCE

54. **Docket 19-04031** The request to extend temporary discontinuance from November 1, 2021 through May 1, 2022, of services provided by Oasis Moving & Storage, Inc. under CPCN 3349. This requires retroactive approval. Staff investigation concluded. – ***FOR POSSIBLE ACTION***
55. **Docket 20-06018** The request to extend temporary discontinuance from December 24, 2021 through June 24, 2022, of services provided by Columbian Enterprises, LLC d/b/a LV Bus Express under CPCN 2180. This requires retroactive approval. Staff investigation concluded. – ***FOR POSSIBLE ACTION***
56. **Docket 20-07020** The request to extend temporary discontinuance from September 15, 2021 through March 15, 2022, of contract carrier services provided by Desert Sky Transportation, Inc. d/b/a Desert Sky under Permit MV 6138, Sub 2. This requires retroactive approval. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

EXPIRED TEMPORARY DISCONTINUANCE

57. **Docket 19-07032** The expired temporary discontinuance granted from June 15, 2021 through December 15, 2021, of charter bus service provided by Red Carpet VIP Transportation, LLC d/b/a ALS VIP under CPCN 2209 and Staff's recommendation to issue an Order to Show Cause as to why the CPCN should not be revoked. Staff investigation concluded. – ***FOR POSSIBLE ACTION***
58. **Docket 20-02010** The expired temporary discontinuance granted from June 14, 2021 through December 14, 2021, of consent and non-consent tow car services provided by Power Wheels Towing, LLC d/b/a Power Wheels Towing under CPCN 7396 and Staff's recommendation to issue an Order to Show Cause as to why the CPCN should not be revoked. Staff investigation concluded. – ***FOR POSSIBLE ACTION***
59. **Docket 20-05017** The expired temporary discontinuance granted from May 16, 2021 through November 15, 2021, of consent and household goods moving services provided by Nevada Relocation Services under CPCN 3367 and Staff's recommendation to issue an Order to Show Cause as to why the CPCN should not be revoked. Staff investigation concluded. – ***FOR POSSIBLE ACTION***
60. **Docket 21-07016** The expired temporary discontinuance granted from June 29, 2021 through December 29, 2021, of consent -only tow car services provided by Arkidian Towing, LLC under CPCN 7351 and Staff's recommendation to issue an Order to Show Cause as to why the CPCN should not be revoked. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

- 61. Docket 21-11022** The expired Request for temporary discontinuance filed for the period of November 18, 2021 through November 24, 2021, for services provided by Bekins A-1 Movers, Inc. d/b/a National Moving & Storage under CPCN 3244 and Staff's recommendation to issue an Order to Show Cause as to why the CPCN should not be revoked. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

MOTION TO EXTEND COMPLIANCE PERIOD

- 62. Docket 20-12027** The motion to extend the compliance period to May 23, 2022 for the application of Queen Business Solutions, LLC d/b/a MoveON moving, Move On Moving. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

VOLUNTARY CANCELLATIONS

- 63. Docket 21-12036** The voluntary cancellation of charter bus service of World Crawl Transportation, LLC, CPCN 2204. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

PETITIONS TO DEVIATE FROM REGULATION

- 64. Docket 21-12038** For final approval of the Petition to deviate from Regulation NAC 706.2473 and CFR 396.11 for services conducted by TC Nevada, LLC d/b/a TLC Luxury Transportation granted under CPCN 2201, Sub 1. Staff investigation concluded. – ***FOR POSSIBLE ACTION***
- 65. Docket 21-12039** The Petition to deviate from Regulation NAC 706.3745 for services conducted by Yellow Cab of Reno, Inc. d/b/a Star Taxi, Deluxe Taxi, and Yellow Cab granted under CPCN 1014, Sub 2. Staff investigation concluded. – ***FOR POSSIBLE ACTION***
- 66. Docket 21-12040** The Petition to deviate from Regulation NAC 706.3745 for services conducted by Reno Cab Company, Inc. d/b/a Reno-Sparks Cab Company granted under CPCN 1025, Sub 1. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

FINANCIAL RATES AND TARIFFS

- 67. Docket 21-10026** The Application of Carson City Towing, Inc. for approval of a tariff rate modification for services conducted under CPCN 7036, Sub 1. Tabled from January 2022 general session. Staff investigation concluded. – ***FOR POSSIBLE ACTION***
- 68. Docket 21-12021** The Application of Abraham Limo Service, Inc. d/b/a ALV for approval of a tariff rate modification for services conducted under CPCN 1090, Sub 2. Staff investigation concluded. – ***FOR POSSIBLE ACTION***
- 69. Docket 21-12022** The Application of Western Limousine Service, LLC d/b/a Western Limousine Service for approval of a tariff rate modification for services conducted under CPCN 1054, Sub 3. Staff investigation concluded. – ***FOR POSSIBLE ACTION***

70. **Docket 21-12023** The Application of R.A. Moving, LLC d/b/a Two Men and a Truck of Reno, Nevada for approval of a tariff rate modification for services conducted under CPCN 3373. Staff investigation concluded. – ***FOR POSSIBLE ACTION***
71. **Docket 22-01004** The Application of Wolf Pack Moving, LLC for approval of a tariff rate modification for services conducted under CPCN 3383. Staff investigation concluded. – ***FOR POSSIBLE ACTION***
72. **Docket 22-01009** The Application of Shaul Marketing, Inc. d/b/a Triple 7 Movers for approval of a tariff rate modification for services conducted under CPCN 3350, Sub3. Staff investigation concluded. – ***FOR POSSIBLE ACTION***
73. **Docket 22-01010** The Application of Red Carpet Moving, Inc. d/b/a Red Carpet Moving for approval of a tariff rate modification for services conducted under CPCN 3339. Staff investigation concluded. – ***FOR POSSIBLE ACTION***
74. **Docket 22-01014** The Application of High Altitude Services, LLC d/b/a Reno Tahoe Movers for approval of a tariff rate modification for services conducted under CPCN 3372. Staff investigation concluded. – ***FOR POSSIBLE ACTION***
75. **Docket 22-01019** The NTA Investigation of Non-Consent Tow Tariff Rates for reconsideration of COVID-19 related rates that may not be considered just and reasonable pursuant to NRS 706.311. The Authority will discuss and determine the appropriate process for addressing such rates. Staff investigation concluded. (RDG). – ***FOR POSSIBLE ACTION***
76. **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

77. **WebEx Instructions**
78. **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

79. **Docket 22-01005** Petition for Reconsideration from James Olivas for reconsideration of revocation of driver permit #1713 by Citation 20873 – ***FOR POSSIBLE ACTION***
80. **Docket 21-12033** Petition for Reconsideration from Rico Quintero for removal from the Compliance denied driver list. – ***FOR POSSIBLE ACTION***

APPLICATIONS FOR FULLY REGULATED CARRIERS

- 81. Docket 16-11028 and 16-11029** The Joint Applications of Lewis Carriages, Inc. d/b/a All Resort Limousines for temporary transfer of operating rights and for authority to sell and transfer, respectively, and Abraham Limo Service, Inc. to purchase and acquire the authority granted under CPCN 1125 and Staff's request for a hearing officer to be assigned and the matter set for an Order to Show Cause hearing. Staff investigation concluded. (GA) – ***FOR POSSIBLE ACTION***
- 82. Dockets 19-08033, 20-04010, 20-04013 and 20-04014** The Applications of Platinum LV Transportation, Series LLC for temporary discontinuances of 4 Series LLCs including: Platinum LV Transportation CPCN 2166, Mammoth Limousine CPCN 1105, Airport Mini Bus CPCN 2350, and Bell Limo CPCN 1217, respectively, for a status check and Staff's request that an Order to Show Cause hearing be set on the matter. – ***FOR POSSIBLE ACTION***
- 83. Dockets 21-10008 through 21-10013** The joint Applications of Platinum LV Transportation, Series LLC for sale and transfer of 6 Series LLCs including: Celebrity Coaches CPCN 2105, Platinum LV Transportation CPCN 2166, Whittlesea Checker Taxi CPCN 2118, Bell Limo CPCN 1217, Airport Mini Bus CPCN 2350, Mammoth Limousine CPCN 1105, for a status check and Staff's request that an Order to Show Cause hearing be set on the matter. (DG)– ***FOR POSSIBLE ACTION***
- 84. Docket 20-06016** The Application of GMT CARE, LLC for an expansion of authority to operate a fleet of not more than 50 vehicles granted under CPCN 1115, Sub 2 within the State of Nevada. Staff investigation concluded. (GA) – ***FOR POSSIBLE ACTION***
- 85. Docket 21-03021** The Application of Western Trails Charters & Tours, LLC d/b/a St. George Express, Salt Lake Express for a status check of the final approval of a certificate of public convenience and necessity to provide special service, including regular routes, and airport transfer service within the State of Nevada. Tabled from January 2022 general session. Staff's recommendation for an Order to Show Cause as to why this certificate should not be revoked. Staff investigation concluded. (DG) – ***FOR POSSIBLE ACTION***
- 86. Docket 21-05036** The Application of Medlife Transportation, LLC d/b/a Medlife Transportation for an expansion of authority to provide non-emergency medical transportation within the State of Nevada granted under CPCN 1126, Sub 1. Staff investigation concluded. (DG) – ***FOR POSSIBLE ACTION***
- 87. Docket 21-09026** The Application of Zavala's Moving, 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***

ORDERS TO SHOW CAUSE

- 88. Docket 19-12030** The Order to Show Cause issued to Oasis Moving & Storage as to why CPCN 3349 should not be revoked, and the Sale and Transfer of CPCN 3349 under Docket 19-03005. Staff investigation concluded. – ***FOR POSSIBLE ACTION***
- 89. Docket 21-12027** The Order to Show Cause issued to Ring Tours & Travel Company, Inc. d/b/a Ring Tours & Travel Company as to why Certificate of Public Convenience and Necessity 2255 should not be revoked. - ***FOR POSSIBLE ACTION***
- 90. Docket 21-12028** The Order to Show Cause issued to Five Star Limo, LLC d/b/a Five Star Limobus as to why Certificate of Public Convenience and Necessity 2153 should not be revoked. - ***FOR POSSIBLE ACTION***
- 91. Docket 21-12029** The Order to Show Cause issued to My Auto Service, LLC d/b/a My Auto Service as to why Certificate of Public Convenience and Necessity 7295 should not be revoked. - ***FOR POSSIBLE ACTION***
- 92. Docket 21-12030** The Order to Show Cause issued to Jambo Transportation, LLC d/b/a Jambo Transportation as to why Certificate of Public Convenience and Necessity 2163 should not be revoked. - ***FOR POSSIBLE ACTION***
- 93. 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.
- 94. 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) 687 - 9790 as far in advance of the meeting or hearing as possible.



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 Thursday, February 17, 2022:

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: **2480 542 1186**

The next screen will ask for a password. Type in the following: **xsV3PFVP3k6**

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: **2480 542 1186**

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

STATE OF NEVADA



DAWN GIBBONS
Chair

GEORGE ASSAD
Commissioner

R. DAVID GROOVER
Commissioner

DEPARTMENT OF BUSINESS AND INDUSTRY
NEVADA TRANSPORTATION AUTHORITY

MINUTES OF THE January 13, 2022 GENERAL SESSION

WEBEX LINK: <https://businessnv2.webex.com>

DIAL IN NUMBER: 1-844-621-3956

THURSDAY, JANUARY 13, 2022 MEETING ACCESS CODE: 2480 670 6832

THURSDAY, JANUARY 13, 2022 MEETING PASSWORD: PMkXYfJW836

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

Commissioner George Assad called the meeting to order at 9:30 a.m.

2. Roll Call

Present: Commissioner George Assad, Commissioner David Groover, Administrative Attorney Patricia Erickson, Financial Analyst Yvonne Shelton, Financial Analyst Paul Servello, Chief of Enforcement Todd Park, Deputy Attorney General Louis Csoka

3. Pledge of Allegiance

Financial Analyst Paul Servello 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

Approved 2-0

7. Approval of the Minutes of the December 9, 2021 Agenda Meeting

Approved 2-0

8. Briefings from the Commissioners

Commissioner Assad thanked several staff members by name for the preparation of the Agenda and recognized the new Enforcement Investigators. Commissioner Groover echoed Commissioner Assad's comments thanking staff and stated the Chair was preparing a draft to schedule another workshop on the tow regulations, that he has been reviewing fines and remedies and that he has been reviewing the policies manual as well.

9. Briefing from the Deputy Commissioner

10. Report of Legal Counsel

Deputy Attorney Csoka welcomed Deputy Attorney Rahdika Kunnel to the Authority and stated nothing new to report in the three active cases.

ADMINISTRATIVE CITATIONS AND IMPOUNDMENTS

Items 11 through 46 were considered collectively. Approved 2-0

- 11. Citations 21490 and 21491 and Impound I-3912** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citations 21490 and 21491 issued to Andre Massot Vidal Da Silva for violations of NRS 706.386 and NRS 706A.280 (DG)
- 12. Citation 21932** issued to Yusuf Dawood Nuri for a violation of NAC 706.228 (DG)
- 13. Citation 22337** issued to Kaptyn Nevada, LLC d/b/a Kaptyn for violation of NAC 706.218 and NRS 706.398 (DG)
- 14. Citations 22910 and 22523** issued to Kemal Juhar Hadush for violations of NRS 706.386 and NRS 706A.280 (DG)
- 15. Citation 22604 and Impound I-3617** the impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 22604 issued to Antonio D. Rivera for violation of NRS 706.386 (DG)
- 16. Citation 22605** issued to Charles R Quinn - Elite Towing for violation of NRS 706.758 (DG)
- 17. Citation 22606 and Impound I-3667** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 22606 issued to Darren Keith Kane for violation of NRS 706.386 (DG)
- 18. Citations 22658 and 22659 and Impound I-3945** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citations 22658 and 22659 issued to Yuniel Villegas-Gonzalez for violations of NRS 706A.28 and NRS 706.386 (DG)
- 19. Citation 22706** issued to Speedy Roadside for violation of NRS 706.758 (DG)
- 20. Citation 22707** issued to Bruce Bounds for violations of NRS 706.386 and NRS 706.758 (DG)
- 21. Citation 22884 and Impound I-3963** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 22884 issued to Virginia Arredondo for violations of NRS 706.386 and NRS 706.758 (DG)

22. **Citations 22906 and 22907 and Impound I-3910** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citations 22906 and 22907 issued to Jaouad Essaadi for violations of NRS 706.386 and NRS 706A.280 (DG)
23. **Citations 22908 and 22909** issued to Carlos Ochoa-Avila for violations of NRS 706.386 and NRS 706A.280 (DG)
24. **Citation 22911 and Impound I-3913** the impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 22911 issued to Mary Clarita Linda for violations of NRS 706.386 and NRS 706.758 (DG)
25. **Citation 22926** issued to Mohammad Khan for violations of NRS 706.386 and NRS 706.758 (DG)
26. **Citation 23075** issued to Whittlesea Taxi for violation of NAC 706.218 and NRS 706.398 (DG)
27. **Citations 23142, 23143, 23144 and 23145** issued to Capitol Cab for violations of NAC 706.2473 ref. 49 CFR 382.305 (9 counts), NAC 706.2473 ref. 49 CFR 391.51(a) (228 counts), NAC 706.2473 ref. 49 CFR 396.3(b)(3) (4 counts), NAC 706.2473 ref. 49 CFR 396.5(a)(b), NAC 706.2473 ref. 49 CFR 396.17 (3 counts), NAC 706.2473 ref. 49 CFR 396.21 (3 counts) and NAC 706.2473 ref. 49 CFR 396.3(c) (4 counts) (DG)
28. **Citation 23220** issued to VC Tours, LLC for violation of NAC 706.218 and NRS 706.398 (DG)
29. **Impound I-3792** The impoundment pursuant to NRS 706.476 of a vehicle registered to Siedee Abdu (DG)
30. **Impound I-3911** The impoundment pursuant to NRS 706.476 of a vehicle registered to Eduardo Molina (DG)
31. **Impound I-3297** The impoundment pursuant to NRS 706.476 of a vehicle registered to Tonia Khan (DG)
32. **Impound I-4277** The impoundment pursuant to NRS 706.476 of a vehicle registered to Richard Butts (DG)
33. **Citations 21947 and 21948 and Impound I-3307** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citations 21947 and 21948 issued to Zelalem Wondemu for violations of NRS 706.386 and NRS 706A.280 (GA)
34. **Citation 22579** issued to LV Quik Tow, LLC d/b/a LV Quik Tow for a violation of NAC 706.311 (GA) – **FOR POSSIBLE ACTION**
35. **Citation 22696** issued to Tolesa Haile for violation of NAC 706.228 and NAC 706.311(GA)
36. **Citation 22704** issued to Reno Cab Company, Inc. d/b/a Reno-Sparks Cab Company for violation of NAC 706.379.3(d) (GA)
37. **Citation 22847** issued to Reno Cab Company, Inc. d/b/a Reno-Sparks Cab Company for violation of NAC 706.203 (GA)

38. **Citations 22879 and 22880** issued to Juarez Guillermo Fuentes for violations of NRS 706.386 and NRS 706A.280 (GA)
39. **Citation 22904** issued to Zerihun Demessie for violation of NAC 706.228 and NAC 706.311 (GA)
40. **Citation 23103** issued to Yida Wang/Northwest Bus Corp. for a violation of NRS 706.386 (GA)
41. **Citations 23107 and 23108** issued to Stephen Barnes for violations of NAC 706.376.11 (11 counts), NAC 706.3747(197 counts) and NAC 706.360 (52 counts) (GA)
42. **Impound I-3805** The impoundment pursuant to NRS 706.476 of a vehicle registered to Patricia Oliveira-Pereira (GA)
43. **Impound I-3851** The impoundment pursuant to NRS 706.476 of a vehicle registered to U-Haul Co. of Arizona (GA)
44. **Citation 22425 and Impound I-4271** the impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 22425 issued to Screamline Investment Corp. d/b/a Tour Coach Transpt for violation of NRS 706.386 (RDG)
45. **Citations 22660 and 22661 and Impound I-3451** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citations 22660 and 22661 issued to Kalegzabher Mengstalem for violations of NRS 706.386, NRS 706.758 and NRS 706A.280 (RDG)
46. **Citation 22709 and Impound I-4211** the impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 22709 issued to Carmen Cornejo for violation of NRS 706.386 and NRS 706.758 (RDG)

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

47. **Docket 20-12010** The Joint Application of Medley Capital Corporation for authority to sell and transfer and WE URT Holdings, LLC to purchase and acquire 100% of the stock of City Towing, Inc. d/b/a Quality Towing, a carrier authorized to provide consent and non-consent tow car service within the State of Nevada granted under CPCN 3069, Sub 4. Staff investigation concluded. (GA)

Items 47, 48, and 49 were considered collectively.

Financial Analyst Paul Servello summarized the application and indicated staff support.

Commissioner Groover questioned the \$5.00 cleaning fee. Approved with the cleaning fee removed Approved 2-0

48. **Docket 20-12011** The Joint Application of Medley Capital Corporation for authority to sell and transfer and WE URT Holdings, LLC to purchase and acquire 100% of the stock of Sunrise Towing, Inc, a carrier authorized to provide consent and non-consent tow car service within the State of Nevada granted under CPCN 7049, Sub 2. Staff investigation concluded. (GA)

Items 47, 48, and 49 were considered collectively.

Financial Analyst Paul Servello summarized the application and indicated staff support. Commissioner Groover questioned the \$5.00 cleaning fee. Approved with the cleaning fee removed Approved 2-0

- 49. Docket 20-12012** The Joint Application of Medley Capital Corporation for authority to sell and transfer and WE URT Holdings, LLC to purchase and acquire 100% of the stock of Ken Lehman Enterprises, Inc. d/b/a South Strip Towing, aka SST, a carrier authorized to provide consent and non-consent tow car service within the State of Nevada granted under CPCN 7008, Sub 3. Staff investigation concluded. (GA)
Items 47, 48, and 49 were considered collectively.
Financial Analyst Paul Servello summarized the application and indicated staff support. Commissioner Groover questioned the \$5.00 cleaning fee. Approved with the cleaning fee removed Approved 2-0
- 50. Docket 20-12028** The Application of TowForLess, LLC d/b/a TowForLess 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)
Approved 2-0
- 51. Docket 21-09015** The Application of Reliable Towing, LLC d/b/a Reliable 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)
Approved 2-0
- 52. Docket 21-09016** The Application of Silver Star Towing, LLC d/b/a Silver Star 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. (GA)
Approved 2-0
- 53. Docket 21-09017** The Application of Rods 17 Trucking, 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)
Approved 2-0
- 54. Docket 21-09022** The Application of David Enterprises Corporation d/b/a Mr. 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. (GA)
Approved 2-0
- 55. Docket 21-09023** The Application of Rubens 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)
Approved 2-0

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

- 56. Docket 21-09009** The Application of One Party Bus, LLC d/b/a One Party Bus for a certificate of public convenience and necessity to provide charter bus service within the State of Nevada. Staff investigation concluded. (DG)

James Kent, Esq. appeared on behalf of the Applicant. Approved 2-0

- 57. Docket 21-09010** The Application of True Transportation, LLC d/b/a True Transportation for a certificate of public convenience and necessity to provide charter bus service within the State of Nevada. Staff investigation concluded. (GA)

James Kent, Esq. appeared on behalf of the Applicant. Approved 2-0

REQUEST FOR TEMPORARY DISCONTINUANCE

- 58. Docket 21-11025** The temporary discontinuance from November 15, 2021, through May 14, 2022 of service provided by American Transport, L.L.C. under CPCN 7424. This requires retroactive approval. Staff investigation concluded.

Approved 2-0

- 59. Docket 21-12018** The temporary discontinuance from December 15, 2021, through June 15, 2022 of service provided by Madden Transportation, LLC under CPCN 2205. Staff investigation concluded.

Approved 2-0

- 60. Docket 21-12020** The temporary discontinuance from December 13, 2021, through February 13, 2022 of service provided by Isnagas Brother, LLC d/b/a Isnagas Brother under CPCN 7459. This requires retroactive approval. Staff investigation concluded.

Approved 2-0

REQUEST TO EXTEND TEMPORARY DISCONTINUANCE

- 61. Docket 20-10033** The request to extend temporary discontinuance from December 21, 2021 through June 21, 2022, of consent-only tow car services provided by Alejandro Morales Mejia d/b/a A & L Towing under CPCN 7425. Staff investigation concluded.

Paul Servello summarized the request and indicated staff was not in support. Motion to deny Request for Extension and revoke CPCN 7425 Approved 2-0

- 62. Docket 21-01007** The request to extend temporary discontinuance from January 1, 2022 through June 30, 2022, of services provided by Desert Cab, Inc. d/b/a Odyssey Limousine under CPCN 1075, Sub 2. Staff investigation concluded.

Approved 2-0

EXPIRED TEMPORARY DISCONTINUANCE

- 63. Docket 19-04031** The expired temporary discontinuance granted from April 30, 2021 through October 30, 2021, services provided by Oasis Moving & Storage, Inc. under CPCN 3349 and Staff's recommendation to address in conjunction with the Order to Show Cause as to why the CPCN should not be revoked, Docket 19-12030. Staff investigation concluded.

Item 63 and 88 to be taken together during the afternoon session.

Financial Analyst Paul Servello summarized the procedural history of the docket and indicated staff's request that the Order to Show Cause go forward and the CPCN be revoked.

Brent Carson, Esq. gave several reasons for the delay in the submission of documents that were requested at the December 9, 2021 Agenda meeting. Items 63 and 88 to be tabled to the next subsequent Agenda with the items requested to be delivered to staff prior to the next Agenda.

Approved 2-0

- 64. Docket 20-02006** The expired temporary discontinuance granted from February 3, 2021 through August 3, 2021, of consent only tow car services provided by Arrowhead Services, LLC under CPCN 7352 and Staff's recommendation to issue an Order to Show Cause as to why the CPCN should not be revoked. Staff investigation concluded.

Order to Show Cause - Approved 2-0

VOLUNTARY CANCELLATIONS

- 65. Docket 21-11034** The voluntary cancellation of tow car service of Dylan Towing, LLC, CPCN 7460. Staff investigation concluded.

Approved 2-0

- 66. Docket 21-12001** The voluntary cancellation of tow car service of B&B Towing, LLC, CPCN 7287. Staff investigation concluded.

Approved 2-0

- 67. Docket 21-12008** The voluntary cancellation of tow car service of La Familia Towing, Inc., CPCN 7139. Staff investigation concluded.

Approved 2-0

- 68. Docket 21-12013** The voluntary cancellation of tow car service of LV Quick Tow, LLC d/b/a LV Quik Tow, CPCN 7202, Sub 2. Staff investigation concluded.

Brent Carson, Esq. appeared on behalf of the carrier. Approved 2-0

FINANCIAL RATES AND TARIFFS

- 69. Docket 21-10026** The Application of Carson City Towing, Inc. for approval of a tariff rate modification for services conducted under CPCN 7036, Sub 1. Staff investigation concluded. *Financial Analyst Yvonne Shelton summarized the request and indicated staff support. Item tabled to next subsequent Agenda, Approved 2-0*
- 70. Docket 21-11016** The Application of Limousines of LV Parking, LLC d/b/a Nevada Limousine Service for approval of a contract modification for services conducted under Contract Carrier Permit MV 6148. Staff investigation concluded. *Financial Analyst Yvonne Shelton summarized the request and indicated staff support. Approved 2-0*
- 71. Docket 21-11018** The Application of 24/7 Limousines LTD d/b/a 24/7 Limousines for final approval of a tariff rate modification for services conducted under CPCN 1065, Sub 3. Staff investigation concluded. *Financial Analyst Yvonne Shelton summarized the request and indicated staff support. Approved 2-0*
- 72. Docket 21-11020** The Application of Elko Taxi Service, Inc. for approval of a tariff rate modification for services conducted under CPCN 1046, Sub 2. Staff investigation concluded. *Financial Analyst Yvonne Shelton summarized the request and indicated staff support. Approved 2-0*
- 73. Docket 21-12011** The Application of Omni Limousine, Inc. for approval of a tariff rate modification for services conducted under CPCN 1084, Sub 5. Staff investigation concluded. *Financial Analyst Yvonne Shelton summarized the request and indicated staff support. Approved 2-0*
- 74. Docket 21-12014** The Application of Summerlin Movers, LLC d/b/a Summerlin Movers for approval of a tariff rate modification for services conducted under CPCN 3384. Staff investigation concluded. *Financial Analyst Yvonne Shelton summarized the request and indicated staff support. Approved 2-0*

- 75. Public Comment**
none

1:15 PM AFTERNOON SESSION

- 76. WebEx Instructions**
IT Professional Jeffrey Berry read directions for participation in the Webex meeting.
- 77. Public Comment**
None

PETITIONS FOR RECONSIDERATION

- 78. Docket 21-05020** The Petition for Reconsideration from Las Vegas Beyond, LLC d/b/a Las Vegas Beyond granted at the July 27, 2021 general session reinstating CPCN 2232, for status check.
Financial Analyst Paul Servello summarized the procedural history of the docket and requested the CPCN be revoked as carrier did not submit the required documents and staff has had no contact with carrier. CPCN to be revoked – Approved 2-0
- 79. Docket 21-11019** Petition for Reconsideration from MD Nurul Amin for reconsideration of revocation of Driver Permit 002365.
Petition granted with a drug test prior to reinstatement – Approved 2-0
- 80. Docket 21-12010** Petition for Reconsideration from Marcus D. Weatherspoon for reconsideration of denial of Driver Permit 8716.
Marcus Weatherspoon appeared and detailed his request. Approved 2-0
- 81. Docket 21-12017** Petition for Reconsideration of revocation of driver permit on Citation 23213 from John Verhunce III.
John Verhunce appeared and detailed his request. Completion of SAP and drug screen prior to returning to work Approved 2-0

NOTICES (NO ACTION REQUIRED)

- 82. Docket 21-12024** Accounting for leases, Generally Accepted Accounting Principles, GAAP, new lease standards for non-public entities effective for fiscal years beginning after December 15, 2021, and the effect on fully regulated carriers annual reporting.
Financial Analyst Paul Servello summarized the new standards.

APPLICATIONS FOR FULLY REGULATED CARRIERS

- 83. Docket 16-11028 and 16-11029** The Joint Applications of Lewis Carriages, Inc. d/b/a All Resort Limousines for temporary transfer of operating rights and for authority to sell and transfer, respectively, and Abraham Limo Service, Inc. to purchase and acquire the authority granted under CPCN 1125 and Staff's request for a hearing officer to be assigned and the matter set for an Order to Show Cause hearing. Staff investigation concluded. (GA)
Financial Analyst Paul Servello summarized the application and indicated staff requests an Order to Show Cause. Brent Carson, Esq. appeared on behalf of the carrier and gave several reasons for the delay in the submission of documents.
Item tabled to a next subsequent Agenda – Approved 2-0

- 84. Docket 20-09008** The Temporary Transfer of Operating Rights of Bour Enterprises, LLC d/b/a Vegas Limousine Service, Vegas Royalty Limos, Stardust Transportation granted under CPCN 1059, Sub 12, to Fabulous Limousine Service, Inc. d/b/a Fabulous Limousine Service. Staff investigation concluded.

Brent Carson, Esq. appeared on behalf of the Applicant. Financial Analyst Paul Servello summarized the application and indicated staff is in support with a vehicle limitation of five (5). Approved 2-0

- 85. Docket 21-03021** The Application of Western Trails Charters & Tours, LLC d/b/a St. George Express, Salt Lake Express for a status check of the final approval of a certificate of public convenience and necessity to provide special service, including regular and irregular routes, and airport transfer service within the State of Nevada. Staff investigation concluded. (DG)

Financial Analyst Yvonne Shelton summarized staff's request for documentation and the non-compliance with staff's request. Order to Show Cause Approved 2-0

- 86. Docket 21-09006** The Application of DG & CO, 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. Staff investigation concluded. (DG)

Financial Analyst Paul Servello summarized the application and indicated staff support. Approved 2-0

APPLICATIONS FOR TRANSPORTATION NETWORK COMPANY PERMITS

- 87. Docket 21-10004** The Application of Pop-Up Rideshare, Inc. d/b/a Pop-up Rideshare for a permit to operate as a transportation network company within the State of Nevada. Staff investigation concluded. (DG)

James Kent, Esq. appeared on behalf of Pop-Up. Financial Analyst Paul Servello summarized the application and indicated staff support. Approved 2-0

ORDERS TO SHOW CAUSE

- 88. Docket 19-12030** The Order to Show Cause issued to Oasis Moving & Storage as to why CPCN 3349 should not be revoked, and the Sale and Transfer of CPCN 3349 under Docket 19-03005, for a status check. Staff investigation concluded. Item tabled from the December 2021 general session.

Item 63 and 88 to be taken together during the afternoon session.

Brent Carson, Esq. appeared on behalf of the carrier. Financial Analyst Paul Servello summarized the procedural history of the docket and indicated staff was in receipt of a few items but had requested several more. Brent Carson, Esq. gave several reasons for the delay in the submission of documents that were requested at the December 9, 2021 Agenda meeting. Items 63 and 88 to be tabled to the next subsequent Agenda with the items requested to be delivered to staff prior to Agenda. Approved 2-0

- 89. Docket 20-02019** Amended Order Regarding Order to Show Cause issued to LV Quik Tow, Certificate of Public Convenience and Necessity 7202.2. Staff investigation concluded. (DN)

Approved 2-0

APPLICATIONS FOR DRIVER PERMITS

(Closed sessions may be held for items 90 through 94 to consider character, alleged misconduct, professional competence, and physical or mental health pursuant to NRS 241.030.)

- 90. Permit 12013** The Authority will determine whether to grant the application of Veronica Fitch for issuance of a driver's permit pursuant to NRS 706.462. Staff investigation concluded.
Permit denied 2-0
- 91. Permit 12219** The Authority will determine whether to grant the application of Anthony T. Blankes, Jr. for issuance of a driver's permit pursuant to NRS 706.462. Staff investigation concluded.
Mr. Blankes appeared. Permit approved
- 92. Permit 12457** The Authority will determine whether to grant the application of Steven Slaughter for issuance of a driver's permit pursuant to NRS 706.462. Staff investigation concluded.
Mr. Slaughter appeared. Permit approved
- 93. Permit 12518** The Authority will determine whether to grant the application of Michael Graham for issuance of a driver's permit pursuant to NRS 706.462. Staff investigation concluded.
Permit denied 2-0
- 94. Permit 12552** The Authority will determine whether to grant the application of Michael Scios for issuance of a driver's permit pursuant to NRS 706.462. Staff investigation concluded.
Permit approved
- 95. Public Comment**
none
- 96. Adjournment**
Meeting adjourned at 2:30 p.m.

Agenda Item#

11

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|--|---|---------------------------|
| In Re: the impoundment pursuant to NRS 706.476 |) | Impound 4280 and |
| of a vehicle registered to and Citations 21492 and |) | Citations 21492 and 21493 |
| 21493 issued to Danilo Odoya for violations of |) | |
| NRS 706.386 and NRS 706A.280. |) | |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chair Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On October 26, 2021, a hearing on the above-captioned matters was held before Chair Dawn Gibbons serving in her capacity as Hearing Officer for the Nevada Transportation Authority (“Authority”). The Respondent to Citations 21492 and 21493 and registered owner of the impounded vehicle, Danilo Odoya, was present and elected to proceed without counsel. Compliance Audit Investigator II Marta Acevedo served as Interpreter.

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 the alleged violation of NRS 706A.280.

2. To the admission of Citation 21492, 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;
3. That Danilo Odoia is the registered owner of the impounded vehicle in this matter and was present at the hearing regarding said vehicle;
4. 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;
5. That no CPCN had been issued by the Authority authorizing the operations undertaken by the Respondent in this matter;
6. 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;
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 \$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; and
9. 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.

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 21492 and 21493, issued to Danilo Odoya for violation of NRS 706.386 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 21492 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 or NAC 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; and

7. 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, Chair

George Assad, Commissioner

R David Groover, 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#

12

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|--|---|------------------|
| In Re: the impoundment pursuant to NRS 706.476 of |) | Impound 3575 and |
| a vehicle registered to and Citation 22156 issued to |) | Citation 22156 |
| Antonio D Rivera for violations of NRS 706.386 and |) | |
| NRS 706.758. |) | |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chair Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 17, 2021, a hearing on the above-captioned matters was held before Chairman Dawn Gibbons serving in her capacity as Hearing Officer for the Nevada Transportation Authority (“Authority”). The Respondent to Citation 22156 and registered owner of the impounded vehicles, Antonio D. Rivera, 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 22156 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 Antonio D. Rivera is the registered owner of the impounded vehicle in this matter and an authorized representative 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 \$750.00 for the impoundment of the vehicle;
7. To a fine in the amount of \$7,500.00 for the NRS 706.386 violation with \$6,500.00 of said fine amount suspended pending no further violations of NRS 706.386, NRS 706.758 or NRS 706.476 within two years and timely payment of the fine amount;
8. 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 706.386, NRS 706.758 or NRS 706.476 violations within two years and timely payment of the outstanding fine amount for the NRS 706.386 violation; and
9. 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;
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;

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 22156, issued to Antonio D Rivera for violations of NRS 706.386 and NRS 706.758, is hereby AFFIRMED;
3. That a fine in the amount of Seven Hundred Fifty Dollars and Zero Cents (\$750.00) be assessed for the impoundment of the vehicle in this matter;
4. That the *total* fine for Citation 22156 shall be in the amount of Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00), with Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) of said fine amount to be suspended pending no further NRS 706.386, NRS 706.758 or NRS 706.476 violations within two years 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, Chair

George Assad, Commissioner

R. David Groover, 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# 13

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|--|---|------------------|
| In Re: the impoundment pursuant to NRS 706.476 of |) | Impound 4213 and |
| a vehicle registered to and Citation 22710 issued to |) | Citation 22710 |
| Joel Babich for violation of NRS 706.386. |) | |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chair Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 16, 2021, a hearing on the above-captioned matters was held before Chair Dawn Gibbons serving in her capacity as Hearing Officer for the Nevada Transportation Authority (“Authority”). The Respondent to Citation 22710 and registered owner of the impounded vehicle, Joel Babich, 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 22710 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 Joel Babich 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 passenger transportation; 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 as alleged and that the impoundment of the vehicle pursuant to NRS 706.476 was proper;
6. To a fine in the amount of \$1,500.00 be assessed for the impoundment of the vehicle in this matter;
7. To a fine in the amount of \$7,500.00 for the NRS 706.386 violation with \$6,000.00 of said fine amount suspended pending no further violations of NRS 706 or NAC 706 within two years and timely payment of the fine amount; 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.

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.

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 Citation and Verified Complaint 22710, issued to Joel Babich for violation of NRS 706.386, is hereby AFFIRMED;
3. That a fine in the amount of One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00) be assessed for the impoundment of the vehicle in this matter;
4. That the *total* fine for Citation 22710 shall be in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), with Six Thousand Dollars and Zero Cents (\$6,000.00) of said fine amount to be suspended pending no further NRS 706 or NAC 706 violations within two years 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; and

///

///

///

///

///

///

///

7. 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, Chair

George Assad, Commissioner

R. David Groover, 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

| | | |
|--|---|------------------|
| In Re: the impoundment pursuant to NRS 706.476 of |) | Impound 3758 and |
| a vehicle registered to and Citation 22726 issued to |) | Citation 22726 |
| James Haverkorn for violation of NRS 706.386. |) | |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chair Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 19, 2021, a hearing on the above-captioned matters was held before Chair Dawn Gibbons serving in her capacity as Hearing Officer for the Nevada Transportation Authority (“Authority”). The Respondent to Citation 22726 and registered owner of the impounded vehicle, James Haverkorn, 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 22726 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 James Haverkorn 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 passenger transportation; 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 as alleged and that the impoundment of the vehicle pursuant to NRS 706.476 was proper;
6. To a fine in the amount of \$200.00 be assessed for the impoundment of the vehicle in this matter;
7. To a fine 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 or NAC 706 within one year and timely payment of the fine amount; 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.

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.

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 Citation and Verified Complaint 22726, issued to James Haverkorn for violation of NRS 706.386, is hereby AFFIRMED;
3. That a fine in the amount of Two Hundred Dollars and Zero Cents (\$200.00) be assessed for the impoundment of the vehicle in this matter;
4. That the *total* fine for Citation 22726 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 or NAC 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; and

///

///

///

///

///

///

///

7. 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, Chair

George Assad, Commissioner

R. David Groover, 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

In re: Citation 22854 issued to Bekins A-1 Movers,)
Inc d/b/a National Moving Storage for violations of) Citation 22854
NAC 706.218 and NRS 706.398.)
_____)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chair Dawn Gibbons
 Commissioner George Assad
 Commissioner R. David Groover
 Deputy Commissioner Jennifer De Rose

ORDER

On November 15, 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, Bekins A-1 Movers, Inc d/b/a National Moving Storage was present through their representative, Jeremy Green. Mr. Green 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 withdraw the alleged violation of NRS 706.398;

2. To admit into evidence the Citation 22854 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 NAC 706.218 related to failure to file an annual report with the Authority;
4. To a fine in the amount of \$1,200.00 for the NAC 706.218 violation with \$800.00 of said fine amount suspended pending no further violations of NRS 706 or NAC 706 within one year and timely payment of fine amount; 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 706.218.

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22854, issued to Bekins A-1 Movers, Inc d/b/a National Moving Storage for violation of NAC 706.218, is hereby AFFIRMED;
2. That the *total* fine for Citation 22854 shall be in the amount of One Thousand Two Hundred Dollars and Zero Cents (\$1,200.00), with Eight Hundred Dollars and Zero Cents (\$800.00) of said fine amount to be suspended pending no further violations of NRS 706 or NAC 706 within one year and timely payment of fine amount; and

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, Chair

George Assad, Commissioner

R. David Groover, 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

In Re: Citation 22916 issued to Daniel Garcia)
Ferreira for violations of NRS 706.386 and NRS) Citation 22916
706.758.)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chair Dawn Gibbons
Commissioner George Assad
Commissioner R David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 15, 2021, a hearing on the above-captioned matters was held before Chair Dawn Gibbons serving in her capacity as Hearing Officer for the Nevada Transportation Authority (“Authority”). The Respondent to Citation 22916 Daniel Garcia Ferreira, 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 22916 and the Investigation Report for the Citation (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 no CPCN had been issued by the Authority authorizing the operations or advertising undertaken by the Respondent in this matter;
3. That the Respondent's actions constituted one violation of NRS 706.386 and one violation of NRS 706.758 as alleged was proper;
4. To a fine 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 or NAC 706 within one year and timely payment of the fine amount;
5. 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 or NAC 706 violations within one year and timely payment of the outstanding fine amount for the NRS 706.386 violation; 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 (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; and
2. 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.

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citations and Verified Complaint 22916, issued to Daniel Garcia Ferreira for violations of NRS 706.386 and NRS 706.758, is hereby AFFIRMED;

2. That the *total* fine for Citation 22916 shall be in the amount of Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00), with Three Thousand Two Hundred Fifty Dollars and Zero Cents (\$3,250.00) of said fine amount to be suspended pending no further NRS 706 violations within one year and timely payment of the outstanding fine amount;
3. That the Respondent is to immediately **CEASE AND DESIST** any and all operation in violation of NRS 706.386;
4. That pursuant to NRS 706.758, the Respondent is to **CEASE AND DESIST** the unlawful advertising; and

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

5. 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, Chair

George Assad, Commissioner

R David Groover, 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

| | | |
|--|---|---------------------------|
| In Re: the impoundment pursuant to NRS 706.476 |) | Impound 4281 and |
| of a vehicle registered to and Citations 22917 and |) | Citations 22917 and 22918 |
| 22918 issued to Younes Jemni for violations of |) | |
| NRS 706.386 and NRS 706A.280. |) | |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 18, 2021, a hearing on the above-captioned matters was held before Chairman Dawn Gibbons serving in her capacity as Hearing Officer for the Nevada Transportation Authority (“Authority”). The Respondent to Citations 22917 and 22918 and registered owner of the impounded vehicle, Younes Jemni, 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 22917 and 22918, 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 Younes Jemni 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 22918, the Respondent's actions constituted a violation of NRS 706A.280 (in that they 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 \$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;
9. That no fine or disqualification be imposed for the NRS 706A.280 violation; and
10. 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 22917 and 22918, issued to Younes Jemni 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 22917 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 22918 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
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

R. David Groover, 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#

18

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: Citation 23119 issued to Tanvir Nayem for a violation of NAC 706.365.4.)
) Citation 23119
)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chair Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 17, 2021, a hearing on the above-captioned matter was held before Chair Dawn Gibbons, serving in her capacity as Hearing Officer for the Nevada Transportation Authority (“Authority”). The Respondent, Tanvir Nayem, was present through 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 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 23119 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 four violations of NAC 706.356.4 related to taking a route longer than necessary; 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. That a fine be assessed in the amount of \$400.00.

Respondent requested a reduction in the fine amount.

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 the four violations of NAC 706.365.4; and
3. That a fine be assessed in the amount of \$400.00 with \$300.00 of said fine amount to be suspended pending no further NRS 706 or NAC 706 violations within one year and timely payment of the fine.

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 23119, issued to Tanvir Nayem for violation of NAC 706.365.4, is hereby AFFIRMED;
2. That the *total* fine for Citation 23119 shall be in the amount of \$400.00 with \$300.00 of said fine amount to be suspended pending no further NRS 706 or NAC 706 violations within one year and timely payment of the fine; and

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, Chair

George Assad, Commissioner

R. David Groover, 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 706.203 (4) 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

**Revised draft order provided
after initial posting of
supporting material but prior to
meeting.**

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: Citation 23119 issued to Tanvir Nayem for a violation of NAC 706.365.4.)
)
) Citation 23119

At a general session of the Nevada Transportation Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 17, 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, Tanvir Nayem, 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 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 23119 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 706.356.4 related to taking a route longer than necessary;
3. That the abeyance of \$600.00 from prior Citation 23132 shall immediately become due and owing; 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.

Respondent requested a reduction in the fine amount.

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 the violation of NAC 706.365.4; and
3. That a fine be assessed in the amount of \$400.00 with \$300.00 of said fine amount to be suspended pending no further NRS 706 or NAC 706 violations within one year and timely payment of the fine amount.

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 23119, issued to Tanvir Nayem for violation of NAC 706.365.4, is hereby **AFFIRMED**;
2. That the *total* fine for Citation 23119 shall be in the amount of Four Hundred Dollars and Zero Cents (\$400.00), with Three Hundred Dollars and Zero Cents (\$300.00) of said fine

amount to be suspended pending no further NRS 706 or NAC 706 violations within one year and timely payment of the fine amount;

3. That the suspended fine of \$600.00 from prior Citation 23132 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

R. David Groover, 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 706.203 (4) 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

| | | |
|--|---|------------------|
| In Re: the impoundment pursuant to NRS 706.476 of |) | Impound 4246 and |
| a vehicle registered to and Citation 23122 issued to |) | Citation 23122 |
| Michael Marzio for violation of NRS 706.386. |) | |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chair Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 19, 2021, a hearing on the above-captioned matters was held before Chair Dawn Gibbons serving in her capacity as Hearing Officer for the Nevada Transportation Authority (“Authority”). The Respondent to Citation 23122 and registered owner of the impounded vehicle, Michael Marzio, 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 23122 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 Michael Marzio 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 passenger transportation; 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 as alleged and that the impoundment of the vehicle pursuant to NRS 706.476 was proper;
6. To a fine in the amount of \$200.00 be assessed for the impoundment of the vehicle in this matter;
7. To a fine in the amount of \$7,500.00 for the NRS 706.386 violation with \$7,250.00 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
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.

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.

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 Citation and Verified Complaint 23122, issued to Michael Marzio for violation of NRS 706.386, is hereby AFFIRMED;
3. That a fine in the amount of Two Hundred Dollars and Zero Cents (\$200.00) be assessed for the impoundment of the vehicle in this matter;
4. That the *total* fine for Citation 23122 shall be in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), with Seven Thousand Two Hundred Fifty Dollars and Zero Cents (\$7,250.00) of said fine amount to be suspended pending no further NRS 706 or NAC 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; and

///

///

///

///

///

///

///

7. 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, Chair

George Assad, Commissioner

R. David Groover, 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: the impoundment pursuant to NRS 706.476)
of a vehicle registered to Lisdrey Garcia Moreira.)
_____)

Impound 4279

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chair Dawn Gibbons
Commissioner George Assad
Commissioner R David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 15, 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 registered owner of the impounded vehicle, Lisdrey Garcia Moreira, was present by and through her power of attorney, Daniel Garcia Ferreira. Mr. Garcia Ferreira 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 the admission of the Investigation Report for Impound 4279 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 a representative of the registered owner of the impounded vehicle 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 passenger transportation; and
 - b. That the impounded vehicle did not meet all required standards of the Authority;
4. To a fine in the amount of \$150.00 for the impoundment of the vehicle in this matter; 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 the impoundment of the vehicle be deemed proper under NRS 706.476.

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 is hereby AFFIRMED;
2. That a fine in the amount of One Hundred Fifty Dollars and Zero Cents (\$150.00) shall be assessed for the impoundment of the vehicle in this matter;

3. 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; 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, Chair

George Assad, Commissioner

R David Groover, 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 |) | Impound 3274 and |
| vehicle registered to and Citations 21494 and 21495 |) | Citations 21494 and 21495 |
| issued to Emmanuel Ezem for violations of NRS |) | |
| 706.386 and NRS 706A.280. |) | |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer DeRose

ORDER

On November 8, 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 21494 and 21495 and registered owner of the impounded vehicle, Emmanuel Ezem, 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 21494 and 21495, 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 Emmanuel Ezem 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 a fine in the amount of \$5,000.00 for the NRS 706.386 violation with \$4,500.00 of said fine amount suspended pending no further violations of NRS 706 within two years and timely payment of the fine amount;
7. That no fine be imposed for the NRS 706A.280 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 (waiver entered as Exhibit 2).

Authority Staff recommended the following fines and remedies:

1. That fine in the amount of \$500.00 be assessed for the impoundment of the vehicle in this matter;
2. That the abeyance of \$2,250.00 from Citation 22576 become immediately due and owing.

3. That the Respondent shall be disqualified from driving under a TNC application.

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;
4. That a fine in the amount of \$200.00 be assessed for the impound;
5. That Respondent will not be disqualified from driving for a TNC; and
6. That the abeyance of \$2,250.00 from Citation 22576 shall be extended for an additional two years.

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 21494 and 21495, issued to Emmanuel Ezem for violations of NRS 706.386 and NRS 706A.280, is hereby AFFIRMED;
3. That a fine in the amount of Two Hundred Dollars and Zero Cents (\$200.00) shall be assessed for the impoundment of the vehicle in this matter;
4. That the *total* fine for Citation 21494 shall be in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00), with Four Thousand Five Hundred Dollars and Zero Cents

(\$4,500.00) of said fine amount to be suspended pending no further NRS 706 violations within two years and timely payment of the fine amount;

5. That *no fine* or disqualification be imposed for Citation 21495 for the NRS 706A.280 violation;
6. That the abeyance of \$2,250.00 from Citation 22576 shall be extended for an additional two years;
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

R. David Groover, 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

In Re: Citation 21971 issued to Badly Scattered Land)
and Cattle Company d/b/a Medic Coach Service for) Citation 21971
violation of NAC 706.203(4).)
_____)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 9, 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, Badly Scattered Land and Cattle Company d/b/a Medic Coach Service was present through their Manager, David Fry. Mr. Fry 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 21971 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 706.203 (4) related to failure to submit annual vehicle inspection report;
3. To a fine in the amount of \$200.00 for the NAC 706.203 (4) 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 706.203 (4).

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 21971, issued to Badly Scattered Land and Cattle Company d/b/a Medic Coach Service for violation of NAC 706.203 (4), is hereby AFFIRMED;
2. That the *total* fine for Citation 21971 shall be in the amount of Two Hundred Dollars and Zero Cents (\$200.00); and

///

///

///

///

///

///

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

R. David Groover, 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 706.203 (4) 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

| | | |
|--|---|----------------|
| In Re: Citation 21970 issued to Richard Davidson |) | |
| d/b/a Ricks Mr. Tow for violation of NAC |) | Citation 21970 |
| 706.203(4). |) | |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 9, 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, Richard Davidson d/b/a Ricks Mr. Tow 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 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 21970 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 706.203 (4) related to failure to submit annual vehicle inspection report;
3. To a fine in the amount of \$100.00 for the NAC 706.203 (4); 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 706.203 (4).

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 21970, issued to Richard Davidson d/b/a Ricks Mr. Tow for violation of NAC 706.203 (4), is hereby AFFIRMED;
2. That the *total* fine for Citation 21970 shall be in the amount of One Hundred Dollars and Zero Cents (\$100.00); and

///

///

///

///

///

///

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

R. David Groover, 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 706.203 (4) 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

In Re: Citation 21972 issued to All My Sons Moving)
and Storage of Las Vegas, LLC for violation of NAC) Citation 21972
706.203(4) (2 counts).)
_____)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 9, 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, All My Sons Moving and Storage of Las Vegas, LLC was present through their Operations Manager, Alex Del Pozo. Mr. Del Pozo 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 21972 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 706.203 (4) (2 counts) related to failure to submit annual vehicle inspection report;
3. To a fine in the amount of \$400.00 for the NAC 706.203 (4) (2 counts); 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 706.203 (4) (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 21972, issued to All My Sons Moving and Storage of Las Vegas, LLC for violation of NAC 706.203 (4) (2 counts), is hereby AFFIRMED;
2. That the *total* fine for Citation 21972 shall be in the amount of Four Hundred Dollars and Zero Cents (\$400.00); and

///

///

///

///

///

///

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

R. David Groover, 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 706.203 (4) 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

In Re: Citation 21973 issued to Move 4 Less, LLC)
d/b/a Move 4 Less for violation of NAC 706.203(4).) Citation 21973
_____)

At a general session of the Nevada Transportation Authority held on February 17, 2022.

PRESENT: Chair Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 9, 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, Move 4 Less, LLC d/b/a Move 4 Less was present through their Operations Manager, Donovan Vandever. Mr. Vandever 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 21973 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 706.203 (4) related to failure to submit periodic inspection report;
3. To a fine in the amount of \$200.00 for the NAC 706.203 (4) 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 706.203 (4).

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 21973, issued to Move 4 Less, LLC d/b/a Move 4 Less for violation of NAC 706.203 (4), is hereby AFFIRMED;
2. That the *total* fine for Citation 21973 shall be in the amount of Two Hundred Dollars and Zero Cents (\$200.00); and

///

///

///

///

///

///

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, Chair

George Assad, Commissioner

R. David Groover, 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 706.203 (4) 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

In Re: Citation 21974 issued to Kaptyn Nevada, LLC)
d/b/a Kaptyn for violation of NAC 706.203(4).) Citation 21974
_____)
)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 9, 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, Kaptyn Nevada, LLC d/b/a Kaptyn was present through their Business Manager, James Morgan. Mr. Morgan 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 21974 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 706.203 (4) related to failure to submit annual vehicle inspection report;
3. To a fine in the amount of \$100.00 for the NAC 706.203 (4) 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 706.203 (4).

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 21974, issued to Kaptyn Nevada, LLC d/b/a Kaptyn for violation of NAC 706.203 (4), is hereby AFFIRMED;
2. That the *total* fine for Citation 21974 shall be in the amount of One Hundred Dollars and Zero Cents (\$100.00); and

///

///

///

///

///

///

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

R. David Groover, 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 706.203 (4) 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: Citation 22475 issued to Charles Adam |) | |
| Bromberger for violation of NRS 706.386 and NRS |) | Citation 22475 |
| 706.758. |) | |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chair Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 10, 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, Charles Adam Bromberger, 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 22475 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 no CPCN had been issued by the Authority authorizing the operations or advertising undertaken by the Respondent in this matter;
3. 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;
4. To a fine in the amount of \$5,000.00 for the NRS 706.386 violation with \$4,250.00 of said fine amount suspended pending no further violations of NRS 706 or NAC 706 within two years and timely payment of the fine amount;
5. 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 or NAC 706 violations within two years and timely payment of the outstanding fine amount for the NRS 706.386 violation; 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;
2. 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;

///

///

///

///

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

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22475, issued to Charles Adam Bromberger for violations of NRS 706.386 and NRS 706.758, is hereby **AFFIRMED**;
2. That the *total* fine for Citation 22475 shall be in the amount of Six Thousand Dollars and Zero Cents (\$6,000.00), with Five Thousand Two Hundred Fifty Dollars and Zero Cents (\$5,250.00) of said fine amount to be suspended pending no further NRS 706 or NAC 706 violations within two years and timely payment of the fine amount;
3. 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;
4. That the Respondent is to immediately **CEASE AND DESIST** any and all operation in violation of NRS 706.386;
5. That pursuant to NRS 706.758, the Respondent is to **CEASE AND DESIST** the unlawful advertising; and

///

///

///

///

///

///

///

///

///

6. 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, Chair

George Assad, Commissioner

R. David Groover, 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# 28

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In re: Citation 22524 issued to Yonas Meshasha for)
violation of NAC 706.228 and NAC 706.311.) Citation 22524
_____)
)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 8, 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, Yonas Meshasha 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 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 22524 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 706.228, related to solicitation of passengers and violation of NAC 706.311, related to failure to charge according to approved tariff;
3. To a fine in the amount of \$400.00 for the NAC 706.228 violation and a fine in the amount of \$400.00 for the NAC 706.311 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 706.228 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 22524, issued to Yonas Meshasha for violation of NAC 706.228 and NAC 706.311, is hereby AFFIRMED;
2. That the *total* fine for Citation 22524 shall be in the amount of Eight Hundred Dollars and Zero Cents (\$800.00); and

///

///

///

///

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

R. David Groover, 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#

29

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|----------------|
| In Re: Citation 22580 issued to Holiday Motor |) | |
| Coach, LLC for violation of NAC 706.203 (4). |) | Citation 22580 |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chair Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 9, 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, Holiday Motor Coach, LLC was present through their General Manager, Kelly Silvey. Ms. Silvey 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 22580 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 violations of NAC 706.203(4) related to failure to submit a periodic inspection report;
3. To a fine in the amount of \$200.00 for the violation of NAC 706.203(4); 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 violations of NAC 706.203(4).

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22580, issued to Holiday Motor Coach, LLC for violations of NAC 706.203(4), is hereby AFFIRMED;
2. That the *total* fine for Citation 22580 shall be in the amount of Two Hundred Dollars and Zero Cents (\$200.00); and

///

///

///

///

///

///

///

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, Chair

George Assad, Commissioner

R. David Groover, 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 706.203 (4) 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# 30

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|--|---|----------------|
| In Re: Citation 22639 issued to Bell Trans, A |) | |
| Nevada Corporation d/b/a Bell Trans, Bell |) | Citation 22639 |
| Limousine for violation of NAC 706.203 (4 counts). |) | |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chair Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 10, 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, Bell Trans, A Nevada Corporation d/b/a Bell Trans, Bell Limousine was present through 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 22639 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 violations of NAC 706.203 (4 counts) related to failure to submit periodic inspection report; 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. To a fine in the amount of \$200.00 per each violation of NAC 706.203 (4 counts) for a total of \$800.00.

Respondent requested a reduction in the fine amount due to their computer being hacked.

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 violations of NAC 706.203 (4 counts); and
3. That a fine in the amount of \$50.00 for each violation of NAC 706.203 (4 counts) for a total of \$200.00.

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22639, issued to Bell Trans, A Nevada Corporation d/b/a Bell Trans, Bell Limousine for violations of NAC 706.203 (4 counts), is hereby AFFIRMED;
2. That the *total* fine for Citation 22639 shall be in the amount of Two Hundred Dollars and Zero Cents (\$200.00); and

///

///

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, Chair

George Assad, Commissioner

R. David Groover, 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 706.203 (4) 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#

31

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|--|---|----------------|
| In Re: Citation 22646 issued to 1st Response |) | |
| Towing, Inc. d/b/a The Tow Truck Company for |) | Citation 22646 |
| violation of NAC 706.203 (3 counts). |) | |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chair Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 9, 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, 1st Response Towing, Inc. d/b/a The Tow Truck Company was present through their General Manager, Brian Howard. Mr. Howard 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 22646 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 violations of NAC 706.203 (3 counts) related to failure to submit periodic inspection report;
3. To a fine in the amount of \$200.00 per each violation of NAC 706.203 (3 counts) for a total of \$600.00 with \$400.00 suspended pending no further NRS 706 or NAC 706 violations within two years 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 violations of NAC 706.203 (3 counts).

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22646, issued to 1st Response Towing, Inc. d/b/a The Tow Truck Company for violations of NAC 706.203 (3 counts), is hereby AFFIRMED;
2. That the *total* fine for Citation 22646 shall be in the amount of Six Hundred Dollars and Zero Cents (\$600.00) with Four Hundred Dollars (\$400.00) suspended pending no further NRS 706 or NAC 706 violations within two years and timely payment of the fine amount; and

///

///

///

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, Chair

George Assad, Commissioner

R. David Groover, 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 706.203 (4) 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#

32

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: Citation 22647 issued to ASP Inc d/b/a Aaction)
Movers of Nevada for violation of NAC 706.203.) Citation 22647
_____)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chair Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 9, 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, ASP Inc d/b/a Aaction Movers of Nevada was present through their Corporate Fleet Safety Supervisor, Ceisha Moller. Ms. Moller 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 22647 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 706.203 related to failure to submit periodic inspection report;
3. To a fine in the amount of \$100.00 for the NAC 706.203 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 706.203.

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22647, issued to ASP Inc d/b/a Aaction Movers of Nevada for violation of NAC 706.203, is hereby AFFIRMED;
2. That the *total* fine for Citation 22647 shall be in the amount of One Hundred Dollars and Zero Cents (\$100.00); and

///

///

///

///

///

///

///

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, Chair

George Assad, Commissioner

R. David Groover, 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 706.203 (4) 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#

33

In Re: Citation 22648 issued to Cesar Escoffie Euan)
d/b/a High Speed Towing for violation of NAC) Citation 22648
706.203(4).)
_____)

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

1. To admit into evidence the Citation 22648 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 706.203 (4) related to failure to submit annual vehicle inspection report;
3. To a fine in the amount of \$100.00 for the NAC 706.203 (4); 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 706.203 (4).

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22648, issued to Cesar Escoffie Euan d/b/a High Speed Towing for violation of NAC 706.203 (4), is hereby AFFIRMED;
2. That the *total* fine for Citation 22648 shall be in the amount of One Hundred Dollars and Zero Cents (\$100.00); and

///

///

///

///

///

///

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

R. David Groover, 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 706.203 (4) 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#

34

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|----------------|
| In Re: Citation 22649 issued to Trimont Land |) | |
| Company, Inc. d/b/a Northstar at Tahoe Resort for |) | Citation 22649 |
| violation of NAC 706.203(4). |) | |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 9, 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, Trimont Land Company, Inc. d/b/a Northstar at Tahoe Resort was present through their Transportation Manager, Phillip Mercurio. Mr. Mercurio 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 22649 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 706.203 (4) related to failure to submit annual vehicle inspection report;
3. To a fine in the amount of \$200.00 for the NAC 706.203 (4) violation;
4. That the \$1,000.00 held in abeyance on prior Citation 20921 shall remain in abeyance; 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 706.203 (4).

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22649, issued to Trimont Land Company, Inc. d/b/a Northstar at Tahoe Resort for violation of NAC 706.203 (4), is hereby AFFIRMED;
2. That the *total* fine for Citation 22649 shall be in the amount of Two Hundred Dollars and Zero Cents (\$200.00);
3. That the \$1,000.00 held in abeyance on prior Citation 20921 shall remain in abeyance; 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

R. David Groover, 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 706.203 (4) 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#

35

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: Citation 22650 issued to Greyhound Lines, Inc.)
for violation of NAC 706.203(4).) Citation 22650
_____))
))

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 9, 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, Greyhound Lines, Inc. was present through their Maintenance Manager, Mr. Johnson. Mr. Johnson 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 22650 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 706.203 (4) related to failure to submit annual vehicle inspection report;
3. To a fine in the amount of \$100.00 for the NAC 706.203 (4); 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 706.203 (4).

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22650, issued to Greyhound Lines, Inc. for violation of NAC 706.203 (4), is hereby AFFIRMED;
2. That the *total* fine for Citation 22650 shall be in the amount of One Hundred Dollars and Zero Cents (\$100.00); and

///

///

///

///

///

///

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

R. David Groover, 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 706.203 (4) 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#

36

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: Citation 22849 issued to Greyhound Lines, Inc.)
for violation of NAC 706.203(4) (2 counts).) Citation 22849
_____))
))

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 9, 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, Greyhound Lines, Inc. was present through their Maintenance Manager, Mr. Johnson. Mr. Johnson 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 22849 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 706.203 (4) (2 counts) related to failure to submit annual vehicle inspection report;
3. To a fine in the amount of \$200.00 for the NAC 706.203 (4) (2 counts); 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 706.203 (4) (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 22849, issued to Greyhound Lines, Inc. for violation of NAC 706.203 (4) (2 counts), is hereby AFFIRMED;
2. That the *total* fine for Citation 22849 shall be in the amount of Two Hundred Dollars and Zero Cents (\$200.00); and

///

///

///

///

///

///

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

R. David Groover, 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 706.203 (4) 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#

37

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: Citation 22912 issued to Michelle Osterberg-) Citation 22912
Hutchinson for violations of NRS 706.386 and NRS)
706.758.)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 8, 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, Michelle Osterberg-Hutchinson, 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 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 22912 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 no certificate of public convenience and necessity ("CPCN") had been issued by the Authority authorizing the operations or advertising undertaken by the Respondent in this matter;
3. That the Respondent's actions constituted violations of NRS 706.386 and NRS 706.758;
4. To a fine 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 706.386 within one year and timely payment of fine amount;
5. 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 violations of NRS 706.758 within one year and timely payment of the NRS 706.386 fine amount; 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 Respondents for one violation of NRS 706.386, related to operating as a fully regulated carrier without authority, and one violation of NRS 706.758, related to advertising the services of a fully regulated carrier without authority.

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer regarding Administrative Citation and Verified Complaint 22912, issued to Michelle Osterberg-Hutchinson for violations of NRS 706.386 and NRS 706.758, is hereby AFFIRMED;

2. That the *total* fine for Citation Number 22912 shall be in the amount of Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00), with Three Thousand Two Hundred Fifty Dollars and Zero Cents (\$3,250.00) of said fine amount to be suspended pending no further violations of NRS 706.386 or NRS 706.758 within one year and timely payment of fine amount;
3. That the Respondent is to immediately **CEASE AND DESIST** any and all operation in violation of NRS 706.386;
4. That pursuant to NRS 706.758, the Respondent is to immediately **CEASE AND DESIST** any unlawful advertising; and

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

5. 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

R. David Groover, 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#

38

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|----------------|
| In Re: Citation 23253 issued to Dave's Taxi Tahoe |) | Citation 23253 |
| for violations of NRS 706.386 and NRS 706.758. |) | |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 30, 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, Dave's Taxi Tahoe, was present by and through their Owner, Dave Brinton. Mr. Brinton 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 the admission of Citation 23253 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 Respondent pled no contest with the understanding that the following violations would be found; one violation of NRS 706.386 and one violation of NRS 706.758;

3. That no certificate of public convenience and necessity (“CPCN”) had been issued by the Authority authorizing the operations or advertising undertaken by the Respondent in this matter;
4. That the Respondent’s actions constituted violations of NRS 706.386 and NRS 706.758; 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.

Authority Staff recommended the following fines and remedies:

1. A fine in the amount of \$5,000.00 for the NRS 706.386 violation;
2. A fine in the amount of \$1,000.00 for the NRS 706.758 violation.

As a basis for the recommended fines, Authority Staff stated the Respondent had two prior impounds for the same violations, one in 2015 and one in 2019.

Respondent requested a reduction in fine amounts.

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 Respondents for one violation of NRS 706.386, related to operating as a fully regulated carrier without authority, and one violation of NRS 706.758, related to advertising the services of a fully regulated carrier without authority.
3. That a fine be assessed in the amount of \$5,000.00 for the NRS 706.386 violation; and
4. That a fine be assessed in the amount of \$1,000.00 for the NRS 706.758 violation.

///

///

///

///

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

1. That the recommendation of the Hearing Officer regarding Administrative Citation and Verified Complaint 23253, issued to Dave's Taxi Tahoe for violations of NRS 706.386 and NRS 706.758, is hereby **AFFIRMED**;
2. That the *total* fine for Citation Number 23253 shall be in the amount of Six Thousand Dollars and Zero Cents (\$6,000.00);
3. That the Respondent is to immediately **CEASE AND DESIST** any and all operation in violation of NRS 706.386;
4. That pursuant to NRS 706.758, the Respondent is to immediately **CEASE AND DESIST** any unlawful advertising; and

///

///

///

///

///

///

///

///

///

///

///

///

///

5. 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

R. David Groover, 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#

39

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: the impoundment pursuant to NRS 706.476)
of a vehicle registered to David Lawrence Brinton.)
_____) Impound 4212

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
 Commissioner George Assad
 Commissioner R. David Groover
 Deputy Commissioner Jennifer De Rose

ORDER

On November 30, 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 registered owner of the impounded vehicle, David Lawrence Brinton, 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 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 the Investigation Report for Impound 4212 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 registered owner of the impounded vehicle 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 passenger transportation; and
 - b. That the impounded vehicle did not meet all required standards of the Authority; 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 a fine in the amount of \$5,000.00 as Respondent had two prior impounds for the same offenses.

Respondent requested a reduction in the fine amount.

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 a fine in the amount of \$5,000.00 be assessed for the impoundment of the vehicle; and
3. That the impoundment of the vehicle be deemed proper under NRS 706.476.

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 is hereby AFFIRMED;
2. That a fine in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) shall be assessed for the impoundment of the vehicle in this matter;

3. 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; 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

R. David Groover, 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#

40

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|--|---|---------------------------|
| In Re: the impoundment pursuant to NRS 706.476 |) | Impound 3933 and |
| of a vehicle registered to and Citations 21488 and |) | Citations 21488 and 21489 |
| 21489 issued to Samuel Awealom for violations |) | |
| of NRS 706.386 and NRS 706A.280. |) | |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chair Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 23, 2021, a hearing on the above-captioned matters was held before Commissioner R David Groover serving in his capacity as Hearing Officer for the Nevada Transportation Authority (“Authority”). The Respondent to Citations 21488 and 21489 and registered owner of the impounded vehicle, Samuel Awealom, was present and elected to proceed without counsel. Compliance Audit Investigator II Marta Acevedo served as Interpreter.

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 the alleged violation of NRS 706A.280.

2. To the admission of Citation 21488, 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;
3. That Samuel Awealom is the registered owner of the impounded vehicle in this matter and was present at the hearing regarding said vehicle;
4. 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;
5. That no CPCN had been issued by the Authority authorizing the operations undertaken by the Respondent in this matter;
6. 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;
7. That a fine in the amount of \$250.00 be assessed for the impoundment of the vehicle in this matter;
8. 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; and
9. 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.

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 21488 and 21489, issued to Samuel Awealom for violation of NRS 706.386 is hereby AFFIRMED;
3. That a fine in the amount of Two Hundred Fifty Dollars and Zero Cents (\$250.00) be assessed for the impoundment of the vehicle in this matter;
4. That the *total* fine for Citation 21488 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 or NAC 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; and

7. 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, Chair

George Assad, Commissioner

R David Groover, 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#

41

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|--|---|------------------|
| In Re: the impoundment pursuant to NRS 706.476 of |) | Impound 4278 and |
| a vehicle registered to and Citation 22913 issued to |) | Citation 22913 |
| Anthony Turner for violation of NRS 706.386. |) | |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chair Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

On November 8, 2021, a hearing on the above-captioned matters was held before Commissioner R David Groover serving in his capacity as Hearing Officer for the Nevada Transportation Authority (“Authority”). The Respondent to Citation 22913 and registered owner of the impounded vehicle, Anthony Turner, 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 22913 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 Anthony Turner 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 passenger transportation; 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 as alleged and that the impoundment of the vehicle pursuant to NRS 706.476 was proper;
6. To a fine in the amount of \$250.00 be assessed for the impoundment of the vehicle in this matter;
7. To a fine in the amount of \$10,000.00 for the NRS 706.386 violation with \$9,400.00 of said fine amount suspended pending no further violations of NRS 706 or NAC 706 within two years and timely payment of the fine amount; 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.

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.

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 Citation and Verified Complaint 22913, issued to Anthony Turner for violation of NRS 706.386, is hereby AFFIRMED;
3. That a fine in the amount of Two Hundred Fifty Dollars and Zero Cents (\$250.00) be assessed for the impoundment of the vehicle in this matter;
4. That the *total* fine for Citation 22913 shall be in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), with Nine Thousand Four Hundred Dollars and Zero Cents (\$9,400.00) of said fine amount to be suspended pending no further NRS 706 or NAC 706 violations within two years 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; and

///

///

///

///

///

///

///

7. 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, Chair

George Assad, Commissioner

R. David Groover, 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# 42

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In re the impoundment pursuant to NRS 706.476 of)
a vehicle registered to U-Haul.)

)

Impound 3949

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
 Commissioner George Assad
 Commissioner R. David Groover
 Deputy Commissioner Jennifer De Rose

ORDER

On November 22, 2021, a hearing on the above-captioned matter was held before Commissioner R David Groover, serving in his capacity as Hearing Officer for the Nevada Transportation Authority (“Authority”). The registered owner of the impounded vehicle, U-Haul, was present through its authorized representative, Cecilia Morales, Traffic Control Manager. Ms. Morales 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. That U-Haul is the registered owner of the impounded vehicle (specifically, a 2012 Ford box truck bearing Arizona license plate AE55690) and was present at the hearing regarding the vehicle through an authorized representative;

2. To the admission of the Notice of Hearing and the Investigation Report for Impound 3949 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;
3. That no certificate of public convenience and necessity had been issued by the Authority authorizing the use of the impounded vehicle to provide intrastate commerce for transportation of household goods within the State of Nevada and that the impoundment of the vehicle pursuant to NRS 706.476 was therefore proper;
4. That the vehicle would be released to the registered owner without an administrative fine assessed pursuant to NRS 706.478 as:
 - a. U-Haul is a short-term lessor of vehicles licensed by the Nevada Department of Motor Vehicles pursuant to NRS 482.363 and is engaged in the business of renting or leasing vehicles in accordance with NRS 482.295 to 482.3159, inclusive;
 - b. At the time of the impoundment, the vehicle was subject to a short-term lease;
 - c. At the time of the impoundment, the vehicle was in the care, custody, and control of the short-term lessee; and
 - d. The short-term lessor in this matter did not appear to be complicit or culpable regarding the vehicle rental to an uncertificated passenger carrier; 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 the impoundment of the vehicle be deemed proper under NRS 706.476.

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 is hereby AFFIRMED;
2. That no fine shall be assessed to U-Haul for the impoundment of the vehicle pursuant to NRS 706.478; and

///

///

///

///

///

///

///

///

///

///

///

///

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

R. David Groover, 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# 43

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of RS Enterprises, LLC)
d/b/a 365 Towing for a certificate of public)
convenience and necessity to provide consent-only) Docket 21-08014
tow car service within the State of Nevada.)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
 Commissioner George Assad
 Commissioner R. David Groover
 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 11, 2021, RS Enterprises, LLC d/b/a 365 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 21-08014.
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 7512** shall be issued to RS Enterprises, LLC d/b/a 365

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 and Schedule of Autos) 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 complying with all municipal, county, and homeowner's 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. Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority.
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

R. David Groover, 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: 21-08014 | DATE APPLICATION WAS FILED: 08/11/21 |
| APPLICANT: Sarai Estefany Gonzalez | TITLE: Owner |
| COMPANY NAME: RS Enterprises, LLC dba 365 Towing | |
| ADDRESS: 1919 Hubbell St., Las Vegas, NV 89156 | |
| PHONE NUMBERS: 702-904-1698 | |
| ATTORNEY: N/A | PHONE#: 702-904-1698 |
| INVESTIGATOR: D. Main | DATE ASSIGNED: 08/21/21 |

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 | | | | | Airport Transfer |
| Scenic Tours | | Special Services | | | | | Tow Car |
| HIG | | NEMT | | | | | Other States |
| | | | | | | | |

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

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

| | |
|---|--|
| Identify each owner and their percentage of ownership: Sarai Estefany Gonzalez – 100% | |
|---|--|

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

| | |
|---|--|
| Briefly describe the responsibilities of each owner. Ms. Gonzalez will be the sole owner of the company and will be responsible for all aspects of the day-to-day operations. To include dispatching, billing, maintenance of the driver and vehicle files, supervision of the drivers and office staff. Ms. Gonzalez does not intend to be a driver and has someone who is familiar with tow trucks ready to be hired upon approval. | |
|---|--|

| | | | |
|--|-----|----|---|
| Has the criminal background check disclosed any issue of concern? | YES | NO | X |
| Name(s): Sarai Estefany Gonzalez – no issues of concern were noted during this process. | | | |
| 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) | | | |
| | | | |


 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 |
| | C |

| |
|--|
| Identify key personnel who have no ownership interest and briefly describe their responsibilities: |
| There will not be any other key personnel at this time. |

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

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

| | | |
|--|------------|----|
| Describe the facilities to be used for this operation: Residential | | |
| Address (If Known): 1919 Hubbell Street, Las Vegas, NV 89156 | | |
| Does the Applicant have an acceptable Timekeeping method? | YES | NO |
| 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 | -A commercial location will be chosen upon approval. | |

| | | | |
|---|---------|---|----|
| 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 | | NO |
| If so, which laboratory? | COMPLIANCE | | |

| | | | | |
|---|-----|---|----|--------------|
| Has the Applicant signed the NTA Knowledge Statement? | YES | X | NO | |
| Attach signed Knowledge Statement. | | | | Exhibit 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 | File a copy of Charter Order if Charter Bus Service with CPCN |
| 9 | 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. |
| 10 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list. |
| 11 | Please 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. |
| 12 | Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority. |

| | |
|--|----------------|
| INVESTIGATOR: <i>[Signature]</i> | DATE: 01/25/22 |
| REVIEWED BY SUPERVISOR: <i>[Signature]</i> | DATE: 1/25/22 |
| REVIEWED BY FINANCIAL ANALYST <i>N/A</i> | DATE: |
| REVIEWED BY APPLICATION MANAGER <i>[Signature]</i> | DATE: 1-25-22 |

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#

44

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of Loas, LLC d/b/a Free Towing for a certificate of public convenience and necessity to provide consent-only tow car service within the State of Nevada.)
)
) Docket 21-08031
)
)
_____)

At a general session of the Nevada Transportation Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
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 24, 2021, Loas, LLC d/b/a Free 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 21-08031.
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 7513** shall be issued to Loas, LLC d/b/a Free 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 and Schedule of Autos) 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 complying with all municipal, county, and homeowner's 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. Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority.
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

R. David Groover, 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: 21-08031 | DATE APPLICATION WAS FILED: 8/24/21 |
| APPLICANT: Hirlanda Loaiza Leon | TITLE: Manager/Owner |
| COMPANY NAME: Loas, LLC d/b/a Free Towing | |
| ADDRESS: 3217 Mary Dee Ave Ste D-E North Las Vegas, NV 89030 | |
| PHONE NUMBERS: 702-888-5099 | |
| INVESTIGATOR: K. Rayson | DATE ASSIGNED: 9/2/21 |

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 | | 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 |

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

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

| |
|---|
| Identify each owner and their percentage of ownership: |
| Hirlanda Loaiza Leon |

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

| |
|--|
| Briefly describe the responsibilities of each owner. |
| Hirlanda Loaiza Leon – Hiring and Firing, Maintaining Driver Qualification and Vehicle Maintenance Files, Responsible for and overseeing all day to day operations, Will hire experienced driver to train, Will not be a driver. |

| | | | |
|--|------------|-----------|----------|
| Has the criminal background check disclosed any issue of concern? | YES | NO | X |
| Name(s): | | | |
| Hirlanda Loaiza Leon | | | |
| 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
 1/24/22
 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. | 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: |
| Applicant plans to begin operation with a flat bed tow truck |
| B. Number of Vehicles: |
| Applicant plans to begin operation with one vehicle |

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

| | | | | | | | |
|---|--|--|--|------------|----------|-----------|--|
| Describe the facilities to be used for this operation: | | | | | | | |
| Applicant will operate from a commercial office location with available space for parking their tow truck | | | | | | | |
| Address (If Known): | | | | | | | |
| 3217 Mary Dee Ave Suites D&E North Las Vegas, NV 89030 | | | | | | | |
| 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 | | NO | X |
| Provide address (If known): | | | | |

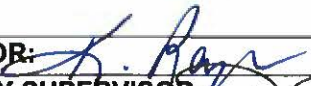


| | | | | |
|--|------------|----------|----------------|--|
| Does the Applicant understand the operating authority sought, and is their plans consistent with the applied authority? | YES | X | NO | |
| Can the Applicant secure insurance as required by NAC 706.191? | YES | X | NO | |
| | | | Exhibit | |
| 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? | 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. |
| 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 | File a copy of tow invoice which includes the CPCN number granted. |
| 8 | File a copy of dispatch log in accordance with NRS 706.4465 |
| 9 | 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. |
| 10 | Apply for a tow car plate(s). |
| 11 | Provide copy of Amber light Permit. |
| 12 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list. |
| 13 | 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. |
| 14 | Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority. |

| | |
|--|---------------|
| INVESTIGATOR:  | DATE: 1/11/22 |
| REVIEWED BY SUPERVISOR:  | DATE: 1/14/22 |
| REVIEWED BY FINANCIAL ANALYST: N/A | DATE: |
| REVIEWED BY APPLICATION MANAGER:  | DATE: 1-24-22 |

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#

45

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of AM+ Towing Services,)
LLC d/b/a AM Plus Towing Service for a certificate)
of public convenience and necessity to provide) Docket 21-09018
consent-only tow car service within the State of)
Nevada.)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
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 15, 2021, AM+ Towing Services, LLC d/b/a AM Plus Towing Service ("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 21-09018.
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 7514** shall be issued to AM+ Towing Services, LLC d/b/a AM Plus Towing Service 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 and Schedule of Autos) 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 complying with all municipal, county, and homeowner's 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. Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority.
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.

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

R. David Groover, 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: 21-09018 | DATE APPLICATION WAS FILED: 09/15/21 |
| APPLICANT: Maximo Noe Acosta Rojas | TITLE: Owner |
| COMPANY NAME: AM+ Towing Services LLC dba AM Plus Towing Service | |
| ADDRESS: 3208 Reynolds Ave, N Las Vegas, NV 89030 | |
| PHONE NUMBERS: 725-236-2846 | |
| INVESTIGATOR: D. Main | DATE ASSIGNED: 09/24/21 |

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 |

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

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

| |
|---|
| Identify each owner and their percentage of ownership: |
| Maximo Noe Acosta Rojas – 100% |

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

| |
|--|
| Briefly describe the responsibilities of each owner. |
| Mr. Rojas will be solely responsible for all aspects of the business to include day to day operations, maintenance of the driver qualification and vehicle maintenance files, driver hiring, firing and training as well as all other related vehicles. Mr. Rojas also intends to be the driver/owner initially with plans to expand and hire more drivers once business picks up. |

| | | | |
|--|-----|----|---|
| Has the criminal background check disclosed any issue of concern? | YES | NO | X |
| Name(s): Maximo Noe Acosta Rojas – no issues of concern noted during this process. | | | |
| 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) | | | |
| | | | |


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 C |
|--|--------------|

| | |
|--|--|
| Identify key personnel who have no ownership interest and briefly describe their responsibilities: There will be no other key personnel at this time. | |
|--|--|

| | |
|---|--|
| Describe the type and number of vehicles the applicant intends to operate: A. Type of Vehicles: 2005 Ford F650 B. Number of Vehicles: 1 | |
|---|--|

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

| | |
|--|---|
| Describe the facilities to be used for this operation: Home Office Address (If Known): 3208 Reynolds Ave, N Las Vegas, NV 89030 | |
| Does the Applicant have an acceptable Timekeeping method? | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> X |
| If Yes, Describe: COMPLIANCE | |

| | |
|---|--|
| Does the Applicant plan to store their vehicles at a location other than their business domicile? | YES <input type="checkbox"/> X NO <input type="checkbox"/> |
| Provide address (If known): A commercial location to be determined during COMPLIANCE. | |




| | |
|---|--|
| Does the Applicant understand the operating authority sought, and is their plans consistent with the applied authority? | YES <input type="checkbox"/> X NO <input type="checkbox"/> |
| Can the Applicant secure insurance as required by NAC 706.191? | YES <input type="checkbox"/> X NO <input type="checkbox"/> |
| 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 <input type="checkbox"/> X NO <input type="checkbox"/> |
| Does the Applicant understand the requirements contained within 49 CFR 396 as they pertain to the establishment and maintenance of vehicle maintenance records? | YES <input type="checkbox"/> X NO <input type="checkbox"/> |
| 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 <input type="checkbox"/> X NO <input type="checkbox"/> |
| Has the Applicant contracted with a laboratory to perform and monitor their substance abuse program? | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> X |
| If so, which laboratory? COMPLIANCE | |

| | | | | |
|---|-----|---|----|--------------|
| Has the Applicant signed the NTA Knowledge Statement? | YES | X | NO | |
| Attach signed Knowledge Statement. | | | | Exhibit 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 | File a copy _____ tow invoice which includes the CPCN number granted. |
| 8 | File a copy of dispatch log in accordance with NRS 706.4465 |
| 9 | 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. |
| 10 | (TOW CAR) Apply for a tow car plate(s). |
| 11 | (TOW CAR) Provide copy of Amber light Permit. |
| 12 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list. |
| 13 | 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. |
| 14 | Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority. |

| | |
|---|----------------|
| INVESTIGATOR:  | DATE: 12/13/21 |
| REVIEWED BY SUPERVISOR:  | DATE: 1/8/22 |
| REVIEWED BY FINANCIAL ANALYST N/A | DATE: |
| REVIEWED BY APPLICATION MANAGER  | DATE: 1/10/22 |

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#

46

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of Mojarro Enterprises,)
LLC d/b/a Mojarro's Towing for a certificate of)
public convenience and necessity to provide) Docket 21-10005
consent-only tow car service within the State of)
Nevada.)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
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 6, 2021, Mojarro Enterprises, LLC d/b/a Mojarro's 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 21-10005.
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 7515** shall be issued to Mojarro Enterprises, LLC d/b/a Mojarro's 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 and Schedule of Autos) 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 complying with all municipal, county, and homeowner's 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. Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority.
 - o. Provide a copy of the Articles of Organization, certified by the Nevada Secretary of State, and all amendments thereto.
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

R. David Groover, 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: 21-10005 | | DATE APPLICATION WAS FILED: 10/06/2021 | |
| APPLICANT: Cesar Mojarro | | TITLE: Manager | |
| COMPANY NAME: Mojarro Enterprises, LLC d/b/a Mojarro's Towing | | | |
| ADDRESS: 2921 Daley Street, North Las Vegas, NV 89030 | | | |
| PHONE NUMBERS: 702-266-2804 | | | |
| ATTORNEY: N/A | | PHONE#: N/A | |
| INVESTIGATOR: D. Main | | DATE ASSIGNED: 10/22/21 | |

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: | | | | | | What type of service? | |
|--|--|------------------|--|------------|-----------|------------------------------|------------------|
| | | | | YES | NO | X | |
| Charter Limousine | | Charter Bus | | | | | Airport Transfer |
| Scenic Tours | | Special Services | | | | | Tow Car |
| HHG | | NEMT | | | | | Other States |

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

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

| |
|---|
| Identify each owner and their percentage of ownership: |
| Haidee Morga – 50% and Gloria Mojarro – 50% |

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

| |
|--|
| Briefly describe the responsibilities of each owner. |
| Ms. Moraya and Mrs. Mojarro will run the day to day operations to include maintaining the driver qualification and vehicle maintenance files, dispatching, billing and all other aspects of the office duties. |

| | | | |
|--|------------|-----------|----------|
| Has the criminal background check disclosed any issue of concern? | YES | NO | X |
| Name(s): Haidee Mojarro-Morya, Gloria Mojarro and Cesar Mojarro – no issues of concern were noted during this process for either owner or the manager. | | | |
| 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) | | | |


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 C |
|--|--------------|

| | |
|--|--|
| Identify key personnel who have no ownership interest and briefly describe their responsibilities: Cesar Mojarro, Manager – will be responsible for supervising, hiring, firing, training of all drivers. He will also oversee all maintenance on the vehicles. | |
|--|--|

| | |
|--|--|
| Describe the type and number of vehicles the applicant intends to operate: | |
| A. Type of Vehicles: Ford F550 Flatbed | |
| B. Number of Vehicles: 1 | |

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

| | |
|---|----------|
| Describe the facilities to be used for this operation: Residential Office Location | |
| Address (If Known): 2921 Daley Street, N. Las Vegas, NV 89030 | |
| Does the Applicant have an acceptable Timekeeping method? | YES X NO |
| If Yes, Describe: Applicant intends to use dispatch logs to maintain time tracking. | |
| Does the Applicant plan to store their vehicles at a location other than their business domicile? | YES X NO |
| Provide address (If known): Commercial Location will be obtained 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 | | | |

| | |
|--|--------------|
| 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 | | NO | X |

| | | | | |
|---|-----|---|----|--------------|
| Has the Applicant signed the NTA Knowledge Statement? | YES | X | NO | |
| Attach signed Knowledge Statement. | | | | Exhibit 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. |
| 9 | File a copy of tow invoice which includes the CPCN number granted. |
| 10 | File a copy of dispatch log in accordance with NRS 706.4465 |
| 11 | 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 | Please 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. |
| 17 | Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority. |

| | |
|--|-----------------------|
| INVESTIGATOR: <i>D. Main</i> | DATE: <i>01/19/22</i> |
| REVIEWED BY SUPERVISOR: <i>[Signature]</i> | DATE: <i>1/19/22</i> |
| REVIEWED BY FINANCIAL ANALYST <i>N/A</i> | DATE: |
| REVIEWED BY APPLICATION MANAGER <i>[Signature]</i> | DATE: <i>1-19-22</i> |

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 12/20/21mr

* Provide a copy of articles of organization certified by the Secretary of State and all amendments thereto. *[Signature]*

Agenda Item#

47

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of Firme Towing, LLC for)
a certificate of public convenience and necessity to)
provide consent-only tow car service within the) Docket 21-11008
State of Nevada.)
_____)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
 Commissioner George Assad
 Commissioner R. David Groover
 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 8, 2021, Firme 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 21-11008.
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 7516** shall be issued to Firme 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 and Schedule of Autos) 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 complying with all municipal, county, and homeowner's 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. Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority.
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

R. David Groover, 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: 21-11008 | DATE APPLICATION WAS FILED: 21-11008 |
| APPLICANT: Jose De Jesus Lopez | TITLE: Owner |
| COMPANY NAME: Firme Towing, LLC | |
| ADDRESS: 5809 Shawnee Ave, Las Vegas, NV 89107 | |
| PHONE NUMBERS: 702-743-4048 | |
| ATTORNEY: N/A | PHONE#: N/A |
| INVESTIGATOR: D. Main | DATE ASSIGNED: 11/17/21 |

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 | | | | | Airport Transfer |
| Scenic Tours | | Special Services | | | | | Tow Car |
| HHG | | NEMT | | | | | Other States |
| | | | | | | | US DOT Authority |

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

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

| | |
|--|--|
| Identify each owner and their percentage of ownership: | |
| Jose De Jesus Lopez – 100% | |

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

| | |
|---|--|
| Briefly describe the responsibilities of each owner. | |
| Mr. Lopez will run the day-to-day operations to include maintaining the driver qualification and vehicle maintenance files, dispatching, billing and all other aspects of the office duties. He will also be the only driver initially. | |

| | | | |
|--|-----|----|---|
| Has the criminal background check disclosed any issue of concern? | YES | NO | X |
| Name(s): Jose De Jesus Lopez – no issues of concern were noted during this process. | | | |
| 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
1/31/22
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: |
| There will not be any other key personnel. |

| |
|--|
| Describe the type and number of vehicles the applicant intends to operate: |
| A. Type of Vehicles: 2004 Ford F650 Flatbed or similar |
| B. Number of Vehicles: 1 |

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

| | | | |
|---|-----|---|----|
| Describe the facilities to be used for this operation: Residential Office Location | | | |
| Address (If Known): 5809 Shawnee Ave, Las Vegas, NV 89107 | | | |
| Does the Applicant have an acceptable Timekeeping method? | YES | X | NO |
| If Yes, Describe: Applicant intends to use dispatch logs to maintain time tracking. | | | |

| | | | |
|---|-----|---|----|
| Does the Applicant plan to store their vehicles at a location other than their business domicile? | YES | X | NO |
| Provide address (If known): Commercial Location will be obtained 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 |
| If so, which laboratory? | COMPLIANCE | | X |

| | | | | |
|---|-----|---|----|--------------|
| Has the Applicant signed the NTA Knowledge Statement? | YES | X | NO | |
| Attach signed Knowledge Statement. | | | | Exhibit 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 and Schedule of Autos), 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 | File a copy of tow invoice which includes the CPCN number granted. |
| 8 | File a copy of dispatch log in accordance with NRS 706.4465 |
| 9 | 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. |
| 10 | (TOW CAR) Apply for a tow car plate(s). |
| 11 | (TOW CAR) Provide copy of Amber light Permit. |
| 12 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list. |
| 13 | Please 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. |
| 14 | Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority. |

| | |
|---|----------------|
| INVESTIGATOR: <i>D. Maw</i> | DATE: 01/25/22 |
| REVIEWED BY SUPERVISOR: <i>[Signature]</i> | DATE: 1/25/22 |
| REVIEWED BY FINANCIAL ANALYST: N/A | DATE: |
| REVIEWED BY APPLICATION MANAGER: <i>[Signature]</i> | DATE: 1-25-22 |

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#

48

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of ZDR Corporation d/b/a)
Del Rey Towing for a certificate of public)
convenience and necessity to provide consent-only) Docket 21-11010
tow car service within the State of Nevada.)
_____)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
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 8, 2021, ZDR Corporation d/b/a Del Rey 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 21-11010.
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 7517** shall be issued to ZDR Corporation d/b/a Del Rey

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 and Schedule of Autos) 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 complying with all municipal, county, and homeowner's 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. Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority.
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

R. David Groover, 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: 21-11010 | DATE APPLICATION WAS FILED: 11/17/2021 |
| APPLICANT: LETICIA CHAVEZ | TITLE: OWNER |
| COMPANY NAME: ZDR CORPORATION dba DEL REY TOWING | |
| ADDRESS: 5512 IRISH SPRING STREET LAS VEGAS NV 89149 | |
| PHONE NUMBERS: 702 266 6993 | |
| ATTORNEY: | PHONE#: |
| INVESTIGATOR: Woods | DATE ASSIGNED: 11/17/2022 |

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 | | | | | Airport Transfer |
| Scenic Tours | | Special Services | | | | | Tow Car |
| HHG | | NEMT | | | | | Other States |
| | | | | | | | US DOT Authority |

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

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

| |
|--|
| Identify each owner and their percentage of ownership: LETICIA CHAVEZ CABRERA 100% |
|--|

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

| |
|--|
| Briefly describe the responsibilities of each owner. |
| Leticia Chavez-Cabrera will be responsible for hiring, firing, Driver Training, vehicle maintenance files, driver qualification files, day to day operations, will not be operating tow vehicle, will hire driver. |

| | | | |
|--|-----|----|---|
| Has the criminal background check disclosed any issue of concern? | YES | NO | X |
| Name(s): LETICIA CHAVEZ CABRERA | | | |
| 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
1/31/22 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 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: Hino Roll back tow B. Number of Vehicles: 1 |
|---|

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

| |
|--|
| Describe the facilities to be used for this operation: Commercial space, once approved Address (If Known): Unknown 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): |
|---|

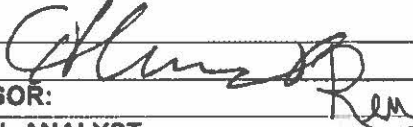
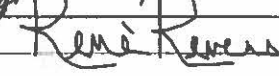

| | |
|--|--------------|
| Does the Applicant understand the operating authority sought, and is their plans consistent with the applied authority? YES X NO Can the Applicant secure insurance as required by NAC 706.191? YES X NO Attach appropriate proof of insurance, or ability to obtain, as an exhibit. | 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 NO X If so, which laboratory? COMPLIANCE |
|---|

| | | | | |
|---|-----|---|----|--------------|
| Has the Applicant signed the NTA Knowledge Statement? | YES | X | NO | |
| Attach signed Knowledge Statement. | | | | Exhibit 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 | File a copy of tow invoice which includes the CPCN number granted. |
| 8 | File a copy of dispatch log in accordance with NRS 706.4465 |
| 9 | 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. |
| 10 | (TOW CAR) Apply for a tow car plate(s). |
| 11 | (TOW CAR) Provide copy of Amber light Permit. |
| 12 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list. |
| 13 | Please 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. |
| 14 | Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority. |

| | | |
|---------------------------------|--|---------------|
| INVESTIGATOR: Woods |  | DATE: 1/20/22 |
| REVIEWED BY SUPERVISOR: |  | DATE: 1/24/22 |
| REVIEWED BY FINANCIAL ANALYST | | DATE: |
| REVIEWED BY APPLICATION MANAGER |  | DATE: 1/28/22 |

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#

49

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In the Matter of the Application of St. George)
Executive Shuttle, LLC d/b/a St. George Shuttle for a) Docket 21-05014
Certificate of Public Convenience and Necessity to)
provide intrastate charter bus service within the State)
of Nevada.)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
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 May 10, 2021, St. George Executive Shuttle, LLC d/b/a St. George Shuttle ("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 21-05014.
2. That 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 2304** shall be issued to St. George Executive Shuttle, LLC d/b/a St. George Shuttle authorizing operation in intrastate commerce 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 and Schedule of Autos) 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 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 number.
 - 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 current fictitious name filing.
 - k. 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.
 - l. Provide proof that the Applicant is complying with all municipal, county, and homeowner's association laws, codes, regulations, and bylaws for the parking or storage of its vehicles.
 - 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. **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 above-referenced Certificate.**
6. If Applicant is cited by the Authority for any violation of NRS 706 or NAC 706 prior to the issuance of the above-referenced Certificate, 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 all requirements herein having been met by the

Applicant.

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

R. David Groover, 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: 21-05014 | DATE APPLICATION WAS FILED: 05/10/21 |
| APPLICANT: Zach Wade | TITLE: Officer of St. George Shuttle |
| COMPANY NAME: St. George Executive Shuttle, LLC dba St. George Shuttle | |
| ADDRESS: 1275 E Redhills Parkway, St George, UT 84770 | |
| PHONE NUMBERS: 435-628-8320 | |
| INVESTIGATOR: K. Rayson | DATE ASSIGNED: 5/20/21 |

GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)

| WHAT TYPE OF SERVICE IS PROPOSED? | |
|-----------------------------------|-------------------------------------|
| Charter Bus | <input checked="" type="checkbox"/> |
| *Tow Car | <input type="checkbox"/> |
| *Consent | <input type="checkbox"/> |
| *Non-Consent | <input type="checkbox"/> |

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

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

| IDENTIFY OWNERSHIP STRUCTURE OF THE PROPOSED OPERATIONS | | | | |
|---|--------------------------|-----|-------------------------------------|---------------------|
| Corporation | <input type="checkbox"/> | LLC | <input checked="" type="checkbox"/> | Partnership |
| | <input type="checkbox"/> | | <input type="checkbox"/> | Sole Proprietorship |

| |
|--|
| Identify each owner and their percentage of ownership: |
| Sheena Wade – 95% |
| Sea Jay – 5% |

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

| |
|---|
| Briefly describe the responsibilities of each owner. |
| Sheena Wade – Not involved in the day to day operations of the business |
| Sea Jay – Management company that is not involved in the day to day operations of the business but in the overview of the company |

| | | | | |
|--|------------|--------------------------|-----------|-------------------------------------|
| Has the criminal background check disclosed any issue of concern? | YES | <input type="checkbox"/> | NO | <input checked="" type="checkbox"/> |
| Name(s): | | | | |
| Sheena Wade | | | | |
| Zach Wade | | | | |
| Jake Baker | | | | |

ENTERED
1/31/22

DT

| | | | | |
|--|-----|---|----|--|
| 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 | X | NO | |
| If so, which State and under what type of Authority? (explain) | | | | |
| Applicant operates several transportation entities in the state of Utah that do not require special certificates for each authority. They operates Charter Bus, Shuttle Bus, Private Van and Taxi service. | | | | |

| | |
|---|--------------|
| 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 D |
|--|--------------|

| |
|--|
| Identify key personnel who have no ownership interest and briefly describe their responsibilities: |
| Zach Wade – Oversees all company operations and financial information |
| Ed Hill – Oversees fleet operations, vehicle maintenance files – reports to Zach Wade. |
| Jake Baker – Oversees anything related to drivers including Driver Files, Training, Hiring and Firing. |

| |
|--|
| Describe the type and number of vehicles the applicant intends to operate: |
| A. Type of Vehicles: Applicant plans to begin operations with 38 plus passenger capacity Prevost and Freightliner Buses |
| B. Number of Vehicles: Applicant plans to begin Operations with 5 buses |

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

| | | | | |
|---|-----|---|----|--|
| Describe the facilities to be used for this operation: | | | | |
| Domicile location is a commercial business location | | | | |
| Address (If Known): 1275 E Redhills Parkway, St George, UT 84770 | | | | |
| Does the Applicant have an acceptable Timekeeping method? | YES | X | NO | |
| If Yes, Describe: Time Clocks and Electronic Logging Devices | | | | |

| | | | | |
|---|-----|---|----|---|
| 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 G |
|---|--------------|

| | |
|--|--------------|
| 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 H |
|--|--------------|

| | | | | |
|---|-----|---|----|--|
| 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? | | | | |
| DAT Express | | | | |

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

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

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. |
| 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 | File a copy of Charter Order with CPCN number. |
| 9 | 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. |
| 10 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list. |
| 11 | 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. |
| 12 | Provide for approval by the Authority, a safety plan following the Nevada governmental guidelines and protocols for operations during the Covid-19 Pandemic. <i>N/A NO LONGER REQUIRED</i> |
| 13 | Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority. |

| | |
|---|----------------------|
| INVESTIGATOR: <i>K. Boy</i> | DATE: <i>1/25/22</i> |
| REVIEWED BY SUPERVISOR: <i>[Signature]</i> | DATE: <i>1/25/22</i> |
| REVIEWED BY FINANCIAL ANALYST: <i>NA</i> | DATE: <i>1-25-22</i> |
| REVIEWED BY APPLICATION MANAGER: <i>[Signature]</i> | DATE: <i>1-25-22</i> |

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.

** 12 - provide a current copy of the fictitious firm Name filing - [Signature]*

Agenda Item# 50

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In the Matter of the Application of Carreras Tours,)
LLC for a Certificate of Public Convenience and) Docket 21-08015
Necessity to provide intrastate charter bus service)
within the State of Nevada.)
_____)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
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 11, 2021, Carreras Tours, 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 21-08015.
2. That 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 2305** shall be issued to Carreras Tours, LLC, LLC authorizing operation in intrastate commerce 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 and Schedule of Autos) 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 number.

- 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. 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. **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 above-referenced Certificate.**
 6. If Applicant is cited by the Authority for any violation of NRS 706 or NAC 706 prior to the issuance of the above-referenced Certificate, 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 all requirements herein having been met by the Applicant.

///

///

///

///

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

R. David Groover, 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: 21-08015 | DATE APPLICATION WAS FILED: 08/03/21 |
| APPLICANT: Robert Saucedo | TITLE: Owner |
| COMPANY NAME: Carreras Tours, LLC | |
| ADDRESS: 6939 Schaefer Ave #D135, Chino, CA 91710 | |
| PHONE NUMBERS: 909-467-4949 | |
| INVESTIGATOR: K. Rayson | DATE ASSIGNED: 8/21/21 |

GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)

| WHAT TYPE OF SERVICE IS PROPOSED? | |
|-----------------------------------|-------------------------------------|
| Charter Bus | <input checked="" type="checkbox"/> |
| *Tow Car | <input type="checkbox"/> |
| *Consent | <input type="checkbox"/> |
| *Non-Consent | <input type="checkbox"/> |

| IS APPLICANT PRESENTLY PROVIDING ANY TYPE OF SERVICE: | | | | YES | NO | What type of service? |
|---|--|------------------|-------------------------------------|-----|----|-----------------------|
| Charter Limousine | | Charter Bus | <input checked="" type="checkbox"/> | | | Airport Transfer |
| Scenic Tours | | Special Services | | | | Tow Car |
| HHG | | NEMT | | | | Other States |
| | | | | | | US DOT Authority |

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

| IDENTIFY OWNERSHIP STRUCTURE OF THE PROPOSED OPERATIONS | | | | | |
|---|--------------------------|-----|-------------------------------------|---------------------|--------------------------|
| Corporation | <input type="checkbox"/> | LLC | <input checked="" type="checkbox"/> | Partnership | <input type="checkbox"/> |
| | | | | Sole Proprietorship | <input type="checkbox"/> |

| |
|---|
| Identify each owner and their percentage of ownership: Robert Saucedo – 51% Adelaido Saucedo – 49% |
|---|

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

| |
|--|
| Briefly describe the responsibilities of each owner. Robert Saucedo – Hiring and Firing, Training, Maintain Driver Qualification Files and Vehicle Maintenance Files, Training, Oversee all Day to Day Operations and as needed Driver. Adelaido Saucedo – Ownership only, not involved in any day to day operations. |
|--|

| | | | |
|--|------------|-----------|----------|
| Has the criminal background check disclosed any issue of concern? | YES | NO | X |
| Name(s): Robert Saucedo Adelaido Saucedo | | | |

ENTERED
 8/21/22
 DT

| | | | | |
|--|-----|---|----|--|
| 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 | X | NO | |
| If so, which State and under what type of Authority? (explain) | | | | |
| Applicant has charter bus authority in California | | | | |

| | |
|---|---------|
| 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: |
| Tobias Mangabat – Operations - assist with day to day operations, dispatching and order inputs from new sales. |

| |
|--|
| Describe the type and number of vehicles the applicant intends to operate: |
| A. Type of Vehicles: Motorcoach Buses |
| B. Number of Vehicles: |
| 1 Van Hool and 11 Prevost 48 – 56 passenger buses |

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

| | | | | |
|---|------------|--|----|--|
| Describe the facilities to be used for this operation: | | | | |
| Applicant's domicile is a commercial business office. | | | | |
| Address (If Known): | | | | |
| 408 E Transit St. Ontario, CA 91761 | | | | |
| Does the Applicant have an acceptable Timekeeping method? | YES | | NO | |
| 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): | | | | |

| | | | | |
|---|-----|---|----|---------|
| 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 |
| | | | | F |




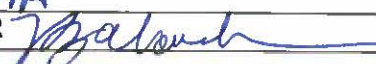
| | |
|--|--------------|
| Attach copies of the Applicant's charter orders, tow bill, tow invoice (whichever is applicable) and for tow companies only, a copy of a tariff. | Exhibit G |
|--|--------------|

| | | | |
|--|---|----|--|
| 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 | X | NO | |
| If so, which laboratory? Bus Advisors | | | |

| | | | | |
|---|-----|---|----|--------------|
| Has the Applicant signed the NTA Knowledge Statement? | YES | X | NO | |
| 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, 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 | File a copy of Charter Order with CPCN Number |
| 9 | 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. |
| 10 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list. |
| 11 | Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority. |

| | |
|--|---------------|
| INVESTIGATOR:  | DATE: 1/25/22 |
| REVIEWED BY SUPERVISOR:  | DATE: 1/25/22 |
| REVIEWED BY FINANCIAL ANALYST  | DATE: |
| REVIEWED BY APPLICATION MANAGER  | DATE: 1/25/22 |

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#

51

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Joint Application of Zerihun Demessie,)
25% owner of Alpha Transportations, LLC to sell) Docket 21-10018
and transfer and of the remaining owners to)
purchase and acquire 25% of Alpha)
Transportations, LLC, a carrier authorized to)
provide intrastate charter bus service within the)
State of Nevada under CPCN 2230, Sub 1.)
_____)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
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 11, 2021, Lemma S. Admasu, 25% owner of Alpha Transportations, LLC filed a Joint Application with the Authority for Zerihun Demessie, 25% owner of Alpha Transportations, LLC to sell and transfer and of the remaining owners to purchase and acquire his 25%. Alpha Transportations, LLC, is a carrier authorized to provide intrastate charter bus service within the State of Nevada granted under Certificate of Public Convenience and Necessity ("CPCN") 2230, Sub 1.
2. That said Application was accepted on October 11, 2021 and designated as Docket 21-10018.
3. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.

4. That Alpha Transportations, LLC is authorized under CPCN 2230, Sub 1, to provide charter bus service within the State of Nevada as specified below:

Operate as a passenger carrier to provide intrastate charter bus service between points and places within the State of Nevada.

5. That prior to this sale and transfer Alpha Transportations, LLC was held as follows:

| | |
|--------------------------|-----|
| Lemma Admasu | 25% |
| Mesafente Assefa | 25% |
| Meselech A. Negbash | 25% |
| Zerihun Sebsibe Demessie | 25% |

6. That as a result of this sale and transfer the ownership will be

| | |
|---------------------|--------|
| Lemma Admasu | 33.33% |
| Mesafente Assefa | 33.33% |
| Meselech A. Negbash | 33.33% |

7. Based upon all the records pertaining to the Application and after investigation:

- 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.
- The Transferee Applicant is fit, willing and able to perform the transportation service for which applied.
- Granting the application on file herein would be in the public interest.
- 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 service 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 conditions of this Compliance Order, the certificate identified as **CPCN 2230, Sub 1**, shall be CANCELLED, and a new Certificate of Public Convenience and Necessity to be designated as **CPCN 2230, Sub 2**, shall be issued to Alpha Transportations, LLC authorizing operation in intrastate commerce as is more particularly described in the first ordering paragraph above.
3. Before completion of the transfer referred to hereinabove, the Transferee 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 for review by the Authority Staff a tariff, which includes a description of the authority granted, name and address of the Applicant, and CPCN number.
 - a. Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority.
4. Compliance with the foregoing requirements must be met NO LATER THAN 120 days after the issuance of this Order. If the Applicant fails to comply within 120 days after the issuance of this Order, the Deputy Commissioner may vacate this Order and dismiss the 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

R. David Groover, 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 ALL CARRIER APPLICATIONS
SALE AND TRANSFER OF**

CPCN: 2230

| | | | |
|---|--|---|--|
| DOCKET NUMBER: 21-10018 | | DATE APPLICATION WAS FILED: 10/11/21 | |
| SELLER APPLICANT: Zerihun Demessie | | TITLE: Owner | |
| SELLER COMPANY NAME: Alpha Transportation, LLC | | | |
| ADDRESS: 5009 Plate Buffalo Rd., Las Vegas, NV 89183 | | | |
| PHONE NUMBERS: 702-328-7264 | | | |
| BUYER APPLICANT: Lemma Admasu | | TITLE: Owner | |
| BUYER COMPANY NAME: Alpha Transportation, LLC | | | |
| ADDRESS: 910 Scarlet Haze Ave., Las Vegas, NV 89186 | | | |
| PHONE NUMBERS: 702-275-1725 | | | |
| ATTORNEY: N/A | | PHONE#: N/A | |
| INVESTIGATOR: D. Main | | DATE ASSIGNED: 11/04/21 | |

| WHAT TYPE OF AUTHORITY/SERVICE DOES THE SELLER APPLICANT HAVE? | | | | | | | |
|---|--------------------------|------------------|-------------------------------------|------------------|--------------------------|--------------|--------------------------|
| Charter Limousine | <input type="checkbox"/> | Contract Carrier | <input type="checkbox"/> | Airport Transfer | <input type="checkbox"/> | Scenic Tours | <input type="checkbox"/> |
| Special Services | <input type="checkbox"/> | Charter Bus | <input checked="" type="checkbox"/> | HHG | <input type="checkbox"/> | NEMT | <input type="checkbox"/> |
| US DOT Authority | <input type="checkbox"/> | Other States | <input type="checkbox"/> | Taxi | <input type="checkbox"/> | *Tow Car | <input type="checkbox"/> |
| | | | | | | *Consent | Non-consent |

| | |
|---|----------------------|
| Attach completed Application Oath pages as Exhibit A | Exhibit A |
|---|----------------------|

| IDENTIFY NEW OWNERSHIP STRUCTURE AS PROPOSED BY BUYER APPLICANT | | | | |
|--|--------------------------|-----|-------------------------------------|---------------------|
| Corporation | <input type="checkbox"/> | LLC | <input checked="" type="checkbox"/> | Partnership |
| | | | | Sole Proprietorship |
| Identify each new owner and their percentage of ownership: | | | | |
| Lemma Admasu – 33.33% | | | | |
| Mesafente Assefa – 33.33% | | | | |
| Meselech Negbash – 33.33% | | | | |

| | |
|--|----------------------|
| Attach as an exhibit, appropriate proof of ownership interest where applicable | Exhibit B |
| Will the Applicant (Buyer) be operating under a fictitious firm name? If so, attach copy to exhibit | N/A |

| | |
|---|--|
| Briefly describe the responsibilities of each new owner, (i.e. driver, operational manager, mechanic, bookkeeper, financial backing only, etc): | |
| All responsibilities of the members will remain the same. All three owners will maintain the day to day operations to include hiring, firing and training of drivers, maintenance of the vehicle maintenance and driver qualification files and all other aspects of maintaining the company. | |

| | | | | | | |
|---|--|--|--|------------|-----------|-----------|
| Has the criminal background check disclosed any issue of concern? | | | | YES | NO | X |
| Name(s): Lemma Admasu, Mesafente Assefa and Meselech Negbash – no issues of concern were noted during this process. | | | | | | |
| 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 |

ENTERED 1/25/22 DT/NTA 1

| | | | | |
|---|-----|--|----|---|
| 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 C |
|---|--------------|

| | | | | |
|--|-----|---|----|--|
| Will (Buyer) Applicant utilize the same domicile currently being used by Seller? | YES | X | NO | |
| If not, what is the domicile address: 9890 Pollock Dr. Las Vegas, Nv 89183 | | | | |
| Does the Applicant have an acceptable Timekeeping method? | YES | X | NO | |
| If Yes, Describe: timeclock | | | | |

| | | | | |
|---|-----|---|----|--|
| Does the (Buyer) Applicant plan to store equipment at a location other than their legal domicile? | YES | X | NO | |
| If so, provide address (If known): 9890 Pollock Dr., Las Vegas, NV 89183 (current location) | | | | |

| | | | | |
|--|-----|---|----|--|
| 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 | |

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

| | | | | |
|---|-----|---|----|--|
| 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? 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 E |
|---|--------------|

| | | | | |
|---|-----|---|----|--|
| 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 | |

| | |
|---|--------------|
| Attach Operational Inspection as an Exhibit | Exhibit F |
|---|--------------|

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

| COMPLIANCE ITEMS | |
|------------------|--|
| 1 | Avoid Material Changes |
| 2 | File a tariff for approval by the Financial Analyst. |
| 3 | Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority. |

| | |
|---|--|
| 1 | Avoid Material Changes |
| 2 | File a tariff for approval by the Financial Analyst. |
| 3 | Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority. |

| | |
|---|-----------------------|
| INVESTIGATOR: <i>D. Mac</i> | DATE: <i>01/24/22</i> |
| REVIEWED BY SUPERVISOR: <i>[Signature]</i> | DATE: <i>1/24/22</i> |
| REVIEWED BY APPLICATION MANAGER: <i>[Signature]</i> | DATE: <i>1/25/22</i> |

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.01/24/22-rmr

Agenda Item#

52

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In the Matter of the Application of JMC Limousine,)
LLC d/b/a JMC Transportation for a Certificate of) Docket 21-10035
Public Convenience and Necessity to provide)
intrastate charter bus service within the State of)
Nevada.)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
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 21, 2021 JMC Limousine, LLC d/b/a JMC Transportation ("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 21-10035.
2. That 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 2306** shall be issued to JMC Limousine, LLC d/b/a JMC Transportation authorizing operation in intrastate commerce 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 and Schedule of Autos) 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 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 number.
 - 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 complying with all municipal, county, and homeowner's association laws, codes, regulations, and bylaws for the parking or storage of its vehicles.
 - l. 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. **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 above-referenced Certificate.**
6. If Applicant is cited by the Authority for any violation of NRS 706 or NAC 706 prior to the issuance of the above-referenced Certificate, 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 all requirements herein having been met by the Applicant.

///

///

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

R. David Groover, 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: 21-10035 | DATE APPLICATION WAS FILED: 10/21/21 |
| APPLICANT: Jorge Garcia Galvez | TITLE: Owner |
| COMPANY NAME: JMC Limousine, LLC d/b/a JMC Transportation | |
| ADDRESS: 3460 Twilight Star Dr., Las Vegas, NV 89117 | |
| PHONE NUMBERS: 702-969-2763 | |
| ATTORNEY: James S. Kent, Esq | PHONE#: 702-385-1100 |
| INVESTIGATOR: D. Main | DATE ASSIGNED: 11/05/21 |

GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)

| WHAT TYPE OF SERVICE IS PROPOSED? | |
|-----------------------------------|-------------------------------------|
| Charter Bus | <input checked="" type="checkbox"/> |
| *Tow Car | <input type="checkbox"/> |
| *Consent | <input type="checkbox"/> |
| *Non-Consent | <input type="checkbox"/> |

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

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

| IDENTIFY OWNERSHIP STRUCTURE OF THE PROPOSED OPERATIONS | | | |
|---|--|---------------------|-------------------------------------|
| Corporation | | LLC | <input checked="" type="checkbox"/> |
| | | Partnership | <input type="checkbox"/> |
| | | Sole Proprietorship | <input type="checkbox"/> |

| | |
|---|----------------------|
| Identify each owner and their percentage of ownership: Jorge Garcia Galvez – 50% Jacqueline Garcia – 50% | |
| Attach as an exhibit, appropriate proof of ownership interest where applicable | Exhibit B |

| |
|--|
| Briefly describe the responsibilities of each owner. Ms. Garcia will be responsible for the day to day operations to include dispatching, billing, maintain driver qualification and vehicle maintenance file. Mr. Garcia Galvez will be responsible for hiring, firing and training of all drivers, continued maintenance on the vehicles and he also intends to be the only driver initially. |
|--|

| | | | |
|---|-----|----|---|
| Has the criminal background check disclosed any issue of concern? | YES | NO | X |
| Name(s): Jorge Garcia Galvez and Jacqueline Garcia – no issues of concern were noted during this process. | | | |


 ENTERED
 1/31/22
 DT

| | | | | |
|--|-----|--|----|---|
| 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) | | | | |

| | |
|---|---------|
| 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: There will not be any other key personnel operating the business at this time. |
|--|

| |
|--|
| Describe the type and number of vehicles the applicant intends to operate: |
| A. Type of Vehicles: Mercedes Sprinter/Ford F 450 or similar – applicant has been informed of the NTA's requirements for adding a Sprinter to their charter bus fleet. |
| B. Number of Vehicles: 1 |

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

| | | | | |
|--|------------|--|----|--|
| Describe the facilities to be used for this operation: Home Office | | | | |
| Address (If Known): 3460 Twilight Star Dr., Las Vegas, NV 89117 | | | | |
| Does the Applicant have an acceptable Timekeeping method? | YES | | NO | |
| 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): Commercial Location to be determined. | | | | |

| | | | | |
|---|-----|---|----|--------------|
| 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 | | NO |
| If so, which laboratory? | COMPLIANCE | | |

| | | | |
|---|-----|---|--------------|
| Has the Applicant signed the NTA Knowledge Statement? | YES | X | NO |
| Attach signed Knowledge Statement. | | | Exhibit 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 and Schedule of Autos), 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 | File a copy of Charter Order if Charter Bus Service with CPCN |
| 9 | 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. |
| 10 | Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list. |
| 11 | Please 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. |
| 12 | Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority. |

| | |
|--|----------------|
| INVESTIGATOR: <i>Dman</i> | DATE: 01/25/22 |
| REVIEWED BY SUPERVISOR: <i>[Signature]</i> | DATE: 1/25/22 |
| REVIEWED BY FINANCIAL ANALYST: <i>N/A</i> | DATE: |
| REVIEWED BY APPLICATION MANAGER: <i>Balevich</i> | DATE: 1-25-22 |

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#

53

In the Matter of the Request of Reinier Towing, LLC)
to discontinue operations authorized under CPCN) Docket 22-01003
7456, from December 3, 2021, through January 2,)
2022.)
_____)

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

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

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

1. The Request of Towing Solutions of Reinier Towing, LLC to temporarily discontinue operations authorized under CPCN 7310, is hereby GRANTED for the period December 3, 2021,

through January 2, 2022, subject to the condition set forth in subparagraph 2 below.

2. Prior to resuming operations under CPCN 7456, submit to the Authority staff, on company letterhead, a request to resume operations, 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. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
 - d. Provide a list of all current vehicles along with copies of current registrations and AVIRs, and
 - e. 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

R. David Groover, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

Reinier Towing, LLC
Docket 22-01003
February 17, 2022 General Session

This carrier filed a timely request with the NTA on November 22, 2021 for a temporary discontinuance from December 3, 2021 through January 2, 2022.

Due to Staff oversight this request was not placed on the January agenda.

The carrier resumed operations on January 7, 2022

Agenda Item#

54

Items #54 and 88

Dockets

19-04031 and 19-12030

To be heard together

Agenda Item#

55

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|--|---|-----------------|
| In the Matter of the Request of Colombian |) | |
| Enterprises, LLC d/b/a LV Bus Express to discontinue |) | Docket 20-06018 |
| operations authorized under Certificate of Public |) | |
| Convenience and Necessity 2180 from December 24, |) | |
| 2021 through June 24, 2022. |) | |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

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

1. That on June 25, 2020, Carlos Camacho, Owner of Colombian Enterprises, LLC d/b/a LV Bus Express ("Petitioner") filed a Request, designated as Docket 20-06018, with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 2180 for the period of June 24, 2020, through December 24, 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 December 24, 2020, the Petitioner filed a second request with the Authority to extend the period of temporary discontinuance of operations for the period of December 24, 2020 through June 24, 2021.
4. That the request was granted at the January 28, 2021 general session.

5. That on June 23, 2021 the Petitioner filed a third request with the Authority to extend the period of temporary discontinuance of operations for the period of June 24, 2021 through December 24, 2021.
6. That the request was granted at the July 27, 2021 general session.
7. That on December 29, 2021, the Petitioner filed a fourth request with the Authority to extend the period of temporary discontinuance of operations for the period of December 24, 2021 through June 24, 2022.
8. That the request requires retroactive approval.
9. That the Request on file herein comes within the purview of the statutes of the State of Nevada.
10. 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 Colombian Enterprises, LLC d/b/a LV Bus Express to temporarily discontinue operations authorized under CPCN 2180 is hereby GRANTED for the period December 24, 2021 through June 24, 2022, 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 2180 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 that all drivers have applied for drivers' permit,
 - d. Provide proof of enrollment in a random drug testing consortium and current enrollment list.

///

///

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

R. David Groover, Commissioner

Attest:

Jennifer De Rose, Deputy Commissioner

Dated:

Las Vegas, Nevada

State of Nevada
Department of Business and Industry
Nevada Transportation Authority

Extension
20-06018
RECEIVED
DEC 29 2021
Nevada Transportation Authority
Las Vegas, Nevada

Request to Temporarily Discontinue Service

Company Name: COLOMBIAN ENTERPRISES, LLC dba LV BUS EXPRESS

Address: 3525 W. HACIENDA AVE

City, State, Zip: LAS VEGAS, NV 89118

CPCN: 2180


In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from 12/24/21 to 06/24/22. (Not to exceed 6 months)

This request is due to: EXTEND TEMPORARY DISCONTINUANCE. NO BUSINESS

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

CARLOS E. CAMACHO

Printed name of Certificate Holder

702-807-5084

Phone number Fax number

ulslv@outlook.com

Email Address

Submit both pages of this Request to:

Nevada Transportation Authority
3300 West Sahara Avenue or 1755 E Plumb Lane
Suite 200 Suite 229
Las Vegas, NV 89102 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 Desert Sky |) | |
| Transportation, Inc. d/b/a Desert Sky to discontinue |) | Docket 20-07020 |
| operations authorized under Contract Carrier Permit |) | |
| MV 6138, Sub 2 from September 15, 2021 through |) | |
| March 15, 2021. |) | |
| _____ |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
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 24, 2020, Yoshitaro Hentona, Manager of Desert Sky Transportation, Inc. d/b/a Desert Sky ("Petitioner") filed a Request, designated as Docket 20-07020, with the Authority to temporarily discontinue operations authorized under Contract Carrier Permit MV 6138, Sub 2 for the period of March 15, 2020 through September 15, 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 9, 2020, the Petitioner filed a second request with the Authority to extend the period of temporary discontinuance of operations for the period of September 15, 2020 through March 15, 2021.
5. That the request was granted at the October 15, 2020 general session.

6. That on July 26, 2021, the Petitioner filed a third request with the Authority to extend the period of temporary discontinuance of operations for the period March 15, 2021 through September 15, 2021.
7. That the Request required retroactive approval.
8. That the request was granted at the August 26, 2021 general session.
9. That on January 19, 2022, the Petitioner filed a fourth request with the Authority to extend the period of temporary discontinuance of operations for the period September 15, 2021 through March 15, 2022.
10. That the Request requires retroactive approval.
11. 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.
12. 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 Sky Transportation, Inc. d/b/a Desert Sky to temporarily discontinue operations authorized under MV 6138, Sub 2 is hereby GRANTED for the period September 15, 2021 through March 15, 2022, 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 6138, Sub 2 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 that all drivers have applied for drivers' permit,
 - d. Ensure carrier has current decals on vehicles, and
 - e. Provide proof of enrollment in a random drug testing consortium and current enrollment list.
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

R. David Groover, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

State of Nevada
Department of Business and Industry
Nevada Transportation Authority



Request to Temporarily Discontinue Service

Company Name: Desert Sky Transportation, Inc.

Address: 6135 Harrison Dr. #10

City, State, Zip: Las Vegas, NV 89120

CPCN: MV6138

In accordance with NRS 706.341 and NAC 706.356, the above-named certificate holder would like to temporarily discontinue service, from 09/15/2021 to 03/15/2022. (Not to exceed 6 months)

This request is due to: Covid-19, and its variants, continue to affect the carrier business by limiting international travel due to quarantine restrictions.

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.

Yoshi H
Signature of Certificate Holder

Yoshitaro Hentona

Printed name of Certificate Holder
702-278-3479

Phone number Fax number

yoshi.h@sunplazatours.com

Email Address

Submit both pages of this Request to:

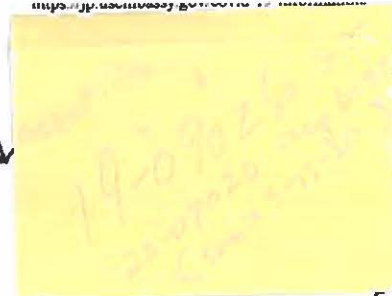
Nevada Transportation Authority
3300 West Sahara Avenue or 1755 E Plumb Lane
Suite 200 Suite 229
Las Vegas, NV 89102 Reno, NV 89502

If you have any questions, please contact us at 702-486-3303, extension 66546.



U.S. EMBASSY & CONSULATES
IN JAPAN

*Sumi Plana
20-11021 S+T
20-03026 Tap D.
(since 3-20-20)*



COVID-19 INFORMATION

By **U.S. MISSION JAPAN**

JANUARY 10, 2022

*Printed from
the internet
1/11/22*

Travel to the United States of America:

Starting December 6, all air passengers, regardless of vaccination status, must show a negative COVID-19 test taken no more than 1 day before travel to the United States, regardless of nationality. This tighter testing timeline provides an added degree of public health protection as scientists continue to assess the Omicron variant.

Exemptions will be considered on an extremely limited basis. Please contact your nearest embassy or consulate to apply for an exemption. Please visit the CDC webpages for more information about exemptions and the requirement for proof of negative COVID-19 test or recovery from COVID-19 for all air passengers arriving in the United States.

For detailed information regarding Covid-19 vaccine and testing requirements for travel to the United States, please visit our travel requirements page.

Agenda Item#

57

Red Carpet VIP Transportation, LLC
Expired Temporary Discontinuance
Docket 19-07032
February 17, 2022 General Session

This carrier has been on a temporary discontinuance since July 15, 2019, a period of over 2 ½ years.

The first two 6 month periods (7/15/19~1/15/20, 1/15/20~6/15/20) were due to “travel out of the country”. The next period was due to the pandemic (6/15/20~12/15/20) and the following two periods are stated as due to the pandemic and financial (12/15/20~6/15/21, 6/15/21~12/15/21).

The period of temporary discontinuance expired on December 15, 2021. Staff has discussed the matter with the Arthur Gambaryan, owner, and he is aware but has not filed an extension or gone back into business.

Staff is requesting issuance of an Order to Show Cause as to why CPCN 2209 should not be revoked.

Agenda Item#

58

Power Wheels Towing, LLC
Expired Temporary Discontinuance
Docket 20-02010
February 17, 2022 General Session

This carrier has been on a temporary discontinuance since February 11, 2020 a period of approximately 2 years.

The reason stated was “insurance”. The cost of insurance is a main expense of any business. This carrier has been unable to pay for insurance for 2 years.

The period of temporary discontinuance expired on December 15, 2021. The carrier has neither filed an extension nor resumed operations.

Staff is requesting issuance of an Order to Show Cause as to why CPCN 7396 should not be revoked.

Agenda Item#

59

Nevada Relocation Services, LLC
Docket 20-05017
February 17, 2022 General Session

This carrier has been on a temporary discontinuance since May 15, 2020, a period of over 1 1/2 years.

The first year was due to COVID-19. The next six month period was due to “restructuring the company due to COVID”

The period of temporary discontinuance expired on November 15, 2021. The carrier has neither filed an extension nor gone back into business.

Staff is requesting issuance of an Order to Show Cause as to why CPCN 3367 should not be revoked

Agenda Item#

60

Arkidian Towing Services, LLC
Docket 21-07016
February 17, 2022 General Session

This carrier has been on a temporary discontinuance since July 19, 2021.

The reason given was “insurance coverage being too expensive and not enough work”.

The period of temporary discontinuance expired on December 29, 2021. The carrier has neither filed an extension nor resumed operations.

Staff is requesting issuance of an Order to Show Cause as to why CPCN 7351 should not be revoked

Agenda Item#

61

Bekins A1 Movers, Inc. d/b/a National Moving & Storage
Docket 21-11022
February 17, 2022 General Session

This carrier filed for a temporary discontinuance on November 18, 2021 for a period of six days. The Request was filed by Jeremy Green as General Manager. Mr. Green is not listed as a contact person in the NTA data base.

Staff reached out to Mr. Green and Jay McConnel, Senior Vice President. as the discontinuance was expired 6 days later and they had not resumed operations. Despite emails received on January 7, 2022 from both gentlemen that they would come file another form to extend, neither one has done so. The carrier is non responsive.

The filing is the result of an ongoing operational inspection which disclosed issues with their leased vehicles. As of the date of this writing – February 1, 2022, the carrier is still not in operations.

Staff is requesting issuance of an Order to Show Cause as to why CPCN 3244 should not be revoked

Extension 21-11027

RECEIVED

FEB 02 2022

State of Nevada
Department of Business and Industry
Nevada Transportation Authority
Nevada Transportation Authority
Las Vegas, Nevada

Request to Temporarily Discontinue Service

Company Name: Bekins AL Movers, Inc.

Address: 4210 Sabb Avenue

City, State, Zip: Las Vegas, NV 89118

CPCN: 3244

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from 11/25/21 to 4/2/22.

(Not to exceed 6 months)

This request is due to: Still working to get our new vehicles registered.

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

Jeremy Green
Printed name of Certificate Holder

702-798-5561
Phone number Fax number

Submit both pages of this Request to:

Nevada Transportation Authority
3300 West Sahara Avenue or 1755 E Plumb Lane
Suite 200 Suite 229
Las Vegas, NV 89102 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, Jeremy Green, being duly sworn, state that I file this application as (indicate relationship to applicant, i.e. owner, title as officer, etc.) General Manager; 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

2 day of February, 2022.



Notary Public



Signature of Attorney, if any

Mailing address of applicant:

4210 Sobb Avenue
Las Vegas, NV 89118

Phone: 702-798-5561

Fax: _____

Email: jgreen@bekinsms.com

Mailing address of attorney:

Phone: _____

Fax: _____

Email: _____

Agenda Item# 62



4625 Wynn Road, STE B30, Las Vegas, 89103

PH (702) 750-9710, FAX (702) 750-97201

January 25, 2022

Deputy Commissioner Jennifer De Rose
Nevada Transportation Authority

RE: Queen Business Solutions LLC, DBA moveON moving
Docket #20-12027
Motion to Extend Compliance Period



Dear Ms. De Rose,

Queen Business Solutions, dba moveON moving would like to request an additional (120) day extension to submit the outstanding compliance requirements, including:

- The drivers files
- Inspector and brake inspector qualification forms

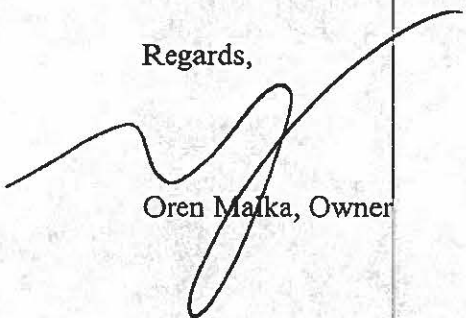
As you know we have been struggling for over six months to get the requisite paperwork from Penske but we believe that we are now in the final stages of that. Additionally, hiring has been a struggle and we currently only have one driver in the process, despite having attempted to hire several others, including one who was supposed to show up today and then did not do so.

Based on the above, we request an additional (120) days from the date of this motion to complete the compliance requirements.

Although we are asking for an extension please note that we are doing so with the intention of providing this documentation asap so that nothing else on file will time out in the process.

Thank you in advance for your assistance and consideration.

Regards,



Oren Malka, Owner

Agenda Item#

63

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The voluntary cancellation of Certificate of)
Public Convenience and Necessity 2204 issued to) Docket 21-12036
World Crawl Transportation, LLC.)
_____)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
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 9, 2017, the Authority issued Certificate of Public Convenience and Necessity ("CPCN") 2204 to World Crawl Transportation, LLC ("World Crawl") authorizing the transportation service specified below:

Operate as a passenger carrier to provide intrastate charter bus
service between points and places within the State of Nevada.

2. That on December 30, 2021, Nicholas Field, Owner of World Crawl provided notice to the Authority of the voluntary cancellation of CPCN 2204.
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 Petition on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.

5. 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 2204 issued to World Crawl Transportation, LLC is hereby CANCELLED.
2. The carrier is to immediately remove any and all markings indicating “CPCN 2204” 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

R. David Groover, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

21-12036

Department of Business and Industry
Nevada Transportation Authority



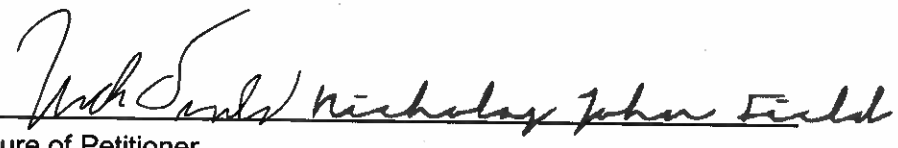
Request for Voluntary Cancellation of CPCN

In the matter of the request by Nicholas Field of
World Crawl Transportation LLC to cancel Certificate of Public
Convenience and Necessity (CPCN) number: 2204

The above named carrier is no longer conducting operations or providing transportation
services authorized under CPCN 2204

Therefore, Nicholas Field, the authorized representative for
World Crawl Transportation 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.


Signature of Petitioner

Nicholas Field

Printed name of Petitioner

4224 West Reno Ave, Las Vegas, NV 89118

Address

702.891.5001 c. 702.353.5817

Phone number

Fax number

nick@worldcrawl.com

Email address

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:

COVID has shut us down initially and changed the landscape of our
hospitality industry. As much as we would have liked to continue
we just can't make it work.

3. Have you removed all markings (name and CPCN number) from the vehicles?

☒ Yes, they were removed on Dec 29, 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.

OATH

STATE OF Virginia }
COUNTY OF Chesapeake }

I, Nicholas John Field, being duly sworn, state that I file this application as (indicate relationship to applicant, i.e. owner, title as officer, etc.) Owner; 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.

Nicholas John Field
Signature of Affiant

Subscribed to and sworn before me on this

29th day of December, 2021.

Terima K Clark
Notary Public



Notarized online using audio-video communication

N/A
Signature of Attorney, if any

Mailing address of applicant:

4224 West Reno Ave
Las Vegas NV 89118

Mailing address of attorney:

N/A

Phone: 702.353.5817

Phone: _____

Fax: _____

Fax: _____

Email: nick@worldcrawl.com

Email: _____

Agenda Item#

64

STEVE SISOLAK
Governor

STATE OF NEVADA



DEPARTMENT OF BUSINESS AND INDUSTRY

NEVADA TRANSPORTATION AUTHORITY

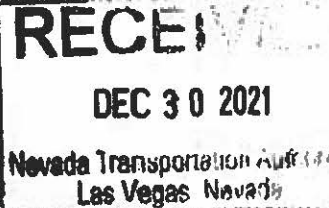
PETITION TO DEVIATE

TERRY REYNOLDS
Director B&I

DAWN GIBBONS
Chairman

GEORGE ASSAD
Commissioner

DAVID NEWTON
Commissioner



To: Deputy Commissioner, Nevada Transportation Authority

Company Name: TC Nevada, LLC dba TLC Luxury Transporta

Telephone: 702-431-7654

Mailing Address: 4015 W Tompkins Ave, Las Vegas, NV 89103

Reason for request: We are requesting to deviate from regulation regarding our Driver-Vehicle
Inspections Report (DVIR). Instead of using paper DVIRs, we would like to use our Electronic
Logging Devices (ELD) to conduct the DVIRs without paper.

Signature: John Haggerty
Printed Name and Title: John Haggerty/General Manager

Date: 6/23/21

CPCN: 2201.1

☐ \$50 Filing Fee

☐ \$50 Interim Authority Fee

For NTA Office Use Only

Docket # _____

Assigned Hearing Officer: _____

Agenda Item#

65



YELLOW CAB CO. of RENO, INC.

475 Gentry Way
Reno, Nevada 89502
(775) 333-3322

FAX: (775) 829-4699

Serving Reno-Sparks for over 50 years



January 5, 2022

Nevada Transportation Authority
1755 East Plumb Lane, Ste. #229
Reno, NV 89502

RE: AMENDED Petition to deviate from NAC 706.3745

Yellow Cab of Reno, Inc. finds it necessary to petition the Authority to deviate from NAC 706.3745 pursuant to NAC 706.1305 with regards to removing aged-out vehicles.

In August of this year, a former administrator for Yellow Cab of Reno, Inc. petitioned and was granted vehicle extensions for six (6) vehicles that are now coming up to retirement in February 2022. We find it necessary to petition for another six (6) month extension for four (4) of the six (6) vehicles previously extended, with interim authority to operate.

Yellow Cab of Reno, Inc. currently has four (4) vehicles with original retirement dates for November 2021. We are requesting the Authority to consider granting a six (6) month extension from the original retirement date and allow us to bring these vehicles back in service, with interim authority to operate.

While still feeling the effects from the COVID-19 Pandemic, we as a company are struggling with our vehicle count as all surrounding car dealerships are experiencing their own supply hardships. This is making it difficult for us to purchase new vehicles. We expect to add new vehicles to the fleet when vehicles become more readily available.

It is important to us as a company to keep our drivers working and maintain enough taxi cabs in service to be able to provide reliable transportation to the public. The vehicles mentioned below are in safe working condition as maintenance has not been neglected.



YELLOW CAB CO. of RENO, INC.

475 Gentry Way
Reno, Nevada 89502
(775) 333-3322

FAX: (775) 829-4699

Serving Reno-Sparks for over 50 years

1. Fleet #: 157 / 2013 Chevy Impala / VIN: 2G1WF5E34D1235366 / Extended Retirement Date: 2/6/22 – Requested Retirement Date: 8/6/22 – Mileage: 165,009
2. Fleet #: 159 / 2013 Chevy Impala / VIN: 2G1WF5E34D1237604 / Extended Retirement Date: 2/4/22 – Requested Retirement Date: 8/4/22 – Mileage: 178,361
3. Fleet #: 160 / 2013 Chevy Impala / VIN: 2G1WF5E3XD1236506 / Extended Retirement Date: 2/20/22 – Requested Retirement Date: 8/20/22 – Mileage: 161,875
4. Fleet #: 161 / 2013 Chevy Impala / VIN: 2G1WF5E31D1237141 / Extended Retirement Date: 2/4/22 – Requested Retirement Date: 8/4/22 – Mileage: 188,622
5. Fleet #: 165 / 2014 Chevy Impala / VIN: 2G1WA5E32E1168881 / Current Retirement Date: 11/6/21 – Requested Retirement Date: 5/6/22 – Mileage: 238,092
6. Fleet #: 166 / 2014 Chrysler Town & Country / VIN: 2C4RC1BG4ER438662 / Current Retirement Date: 11/6/21 – Requested Retirement Date: 5/6/22 – Mileage: 207,676
7. Fleet #: 167 / 2014 Chrysler Town & Country / VIN: 2C4RC1BG5ER436922 / Current Retirement Date: 11/13/21 – Requested Retirement Date: 5/13/22 – Mileage: 201,566
8. Fleet #: 169 / 2014 Chrysler Town & Country / VIN: 2C4RC1BG8ER434002 / Current Retirement Date: 11/13/21 – Requested Retirement Date: 5/13/22 – Mileage: 232,127

Thank you for your time and consideration.

Best Regards,

Britani Street

Operations Manager

Yellow Cab of Reno, Inc. C.P.C.N. 1014

Agenda Item#

66

1/6/22 rmb
DT/NTA

STEVE SISOLAK
Governor

STATE OF NEVADA



DEPARTMENT OF BUSINESS AND INDUSTRY

NEVADA TRANSPORTATION AUTHORITY

PETITION TO DEVIATE

TERRY REYNOLDS
Director B&I

DAWN GIBBONS
Chairman

GEORGE ASSAD
Commissioner

R. DAVID GROOVER
Commissioner



To: Deputy Commissioner, Nevada Transportation Authority

Company Name: RENO CAB COMPANY, INC.

Telephone: (775) 333-3322
X321

Mailing Address: 475 GENTRY WAY RENO, NV 89502

Reason for request: REQUEST TO DEVIATE FROM NAC 706.3745
PURSUANT TO NAC 706.1305 REGARDING A TOTAL
OF EIGHT (8) VEHICLES WITH FEBRUARY 2027
ORIGINAL RETIREMENT DATES. THE FLEET NUMBERS
ARE: 1007, 1008, 1070, 1071, 1072, 1073, 1074 & 1075.
WE ARE REQUESTING A SIX (6) MONTH EXTENSION FOR EACH VEHICLE.

Signature: Brian Street Date: 12.29.21

Printed Name and Title: BRIAN STREET - OPERATIONS MANAGER
CPCN: 1025

☒ \$50 Filing Fee

☒ \$50 Interim Authority Fee

For NTA Office Use Only

Docket # _____

Assigned Hearing Officer: _____

RENO-SPARKS CAB CO.
475 Gentry Way
Reno, Nevada 89502
(775) 333-3322



FAX: (775) 829-4699

December 28, 2021

**Nevada Transportation Authority
1755 East Plumb Lane, Ste. #229
Reno, NV 89502
Attn: Chairman Dawn Gibbons**

RE: Petition to deviate from NAC 706.3745

Dear Chairman Gibbons:

Reno Cab Company, Inc. finds it necessary to petition the Authority to deviate from NAC 706.3745 pursuant to NAC 706.1305 with regards to removing aged-out vehicles.

While still feeling the effects from the COVID-19 Pandemic, we as a company are struggling with our vehicle count as all surrounding car dealerships are experiencing their own supply hardships. This is making it difficult for us to purchase new vehicles. We expect to add new vehicles to the fleet when vehicles become more readily available.

Reno Cab Company, Inc. currently has eight (8) vehicles with original retirement dates for February 2022. We are requesting to extend these original retirement dates for a period of six (6) months, with interim authority to operate. I believe this will give us the much-needed time to find and convert new vehicles for taxi cabs.

It is important to us as a company to keep our drivers working and maintain enough taxi cabs in service to be able to provide reliable transportation to the public. The vehicles mentioned below are in safe working condition as maintenance has not been neglected.

RENO-SPARKS CAB CO.
475 Gentry Way
Reno, Nevada 89502
(775) 333-3322



FAX: (775) 829-4699

1. Fleet #: 667 / 2015 Toyota Scion / VIN: JTLZE4FE7FJ078270 / Current Retirement Date: 2/11/22 – Requested Retirement Date: 8/11/22 – Mileage: 299,960
2. Fleet #: 668 / 2015 Toyota Scion / VIN: JTLZE4FEXFJ077355 / Current Retirement Date: 2/11/22 – Requested Retirement Date: 8/11/22 – Mileage: 313,572
3. Fleet #: 670 / 2015 Toyota Scion / VIN: JTLZE4FE7FJ078513 / Current Retirement Date: 2/18/22 – Requested Retirement Date: 8/18/22 – Mileage: 336,070
4. Fleet #: 671 / 2015 Toyota Scion / VIN: JTLZE4FE1FJ079754 / Current Retirement Date: 2/18/22 – Requested Retirement Date: 8/18/22 – Mileage: 318,239
5. Fleet #: 672 / 2015 Toyota Scion / VIN: JTLZE4FE1FJ080192 / Current Retirement Date: 2/18/22 – Requested Retirement Date: 8/18/22 – Mileage: 294,017
6. Fleet #: 673 / 2015 Toyota Scion / VIN: JTLZE4FE1FJ079480 / Current Retirement Date: 2/18/22 – Requested Retirement Date: 8/18/22 – Mileage: 400,770
7. Fleet #: 674 / 2015 Toyota Scion / VIN: JTLZE4FE9FJ077931 / Current Retirement Date: 2/19/22 – Requested Retirement Date: 8/19/22 – Mileage: 300,262
8. Fleet #: 675 / 2015 Toyota Scion / VIN: JTLZE4FE6FJ075764 / Current Retirement Date: 2/19/22 – Requested Retirement Date: 8/19/22 – Mileage: 305,594

Thank you for your time and consideration.

Best Regards,

A handwritten signature in black ink, appearing to read "Britani Street", written in a cursive style.

Britani Street

Operations Manager

Reno Cab Company, Inc. C.P.C.N. 1025

Agenda Item#

67

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of Carson City Towing,)
Inc. for authority to modify tariff rates pursuant to) Docket 21-10026
NAC 706.1384.)
_____)

At a general session of the Nevada Transportation
Authority held on January 13, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
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 Carson City Towing, Inc. ("Applicant"), a carrier certificated to provide tow car service as described in Certificate of Public Convenience and Necessity ("CPCN") 7036, Sub 1, for authority to modify tariff rates pursuant to NAC 706.1384.
2. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.
3. That the Applicant seeks to add new rates and change existing tow rates as outlined in the attachment.

(Note: Category C Rates with an unladen weight of 15,000 lbs. or less will be indicated as "Light" and with an unladen weight of more than 15,000 lbs. will be indicated as "Heavy")
4. That the proposed rates are within the range of rates currently charged by the industry, specifically in Northern Metro, Nevada.
5. That the Applicant's last tariff modification was in May 2019.

6. 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 Carson City Towing, 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

R. David Groover, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

| Tow Service | | Old Rate | New Rate | % Difference Increase/(Decrease) |
|---|---|----------|----------|-------------------------------------|
| CONVERTER GEAR | Category B-Day | | 162.02 | New Rate |
| | Category B-Night | | 162.02 | New Rate |
| CONVERTER GEAR, Mileage | Category B-Day | | 1.39 | New Rate |
| | Category B-Night | | 1.39 | New Rate |
| HOOKUP FLAT - CATEGORY C SINGLE & COMBINATION VEHICLE | Category C, Light-Night | 265.74 | 266.26 | 0.20% |
| | | | | |
| LIEN FEE | Category A, B, and C (1/2 of lien fee) | 138.50 | 138.54 | 0.03% |
| | | | | |
| OFF HOOK | Category A-Day | 140.08 | 140.90 | 1% |
| | Category A-Night | 140.08 | 140.90 | 1% |
| | Category B-Night | 174.07 | 174.89 | 0.5% |
| OFF ROAD TRAVEL | Category B-Day | 45.83 | 45.84 | 0.02% |
| | Category B-Night | 45.83 | 45.84 | 0.02% |
| RECOVERY, 50-Ton Boom Tow Truck | Category B-Day | | 103.00 | New Rate |
| | Category B-Night | | 108.15 | New Rate |
| RECOVERY, Rotating Boom Capacity Over 50 Tons | Category B-Day | | 154.50 | New Rate |
| | Category B-Night | | 169.95 | New Rate |

Nevada Transportation Authority -- Model Tow Tariff (24-Hour Minimum)

| Definitions of these tow services are available for review from the tow car operator or at www.nta.nv.gov | | Category A | | Category B | | Category C - Requiring tow truck with unladen weight of 15,000 lbs. or less | | Category C - Requiring tow truck with unladen weight of more than 15,000 pounds | |
|---|---------------------|--|--------|------------|--------|---|--------|---|--------|
| Tow Service and Rate Method | | Day | Night | Day | Night | Day | Night | Day | Night |
| LAY-OVER | Per Night, Per Man | 105.06 | | | | X | | X | |
| LIEN FEE (after 4 business days) | Flat, 1/2 Lien Rate | 138.50 | | | | 138.50 | | | |
| LIEN FEE (after 336 Hours) | Flat, 1/2 Lien Rate | 138.50 | | | | 138.50 | | | |
| LOT VISIT (no charge first visit DAY hours) | Per Visit | 77.25 | N/A | 77.25 | N/A | 77.25 | X | 77.25 | X |
| LOW EQUIPMENT TRAILER | Per Loaded Mile | N/A | N/A | N/A | N/A | X | | X | |
| OFF HOOK | Flat | 140.08 | 140.08 | 173.04 | 174.07 | 129.78 | 158.62 | 367.71 | 441.87 |
| OFF ROAD TRAVEL | Per 15 Minutes | 56.65 | 61.80 | 45.83 | 45.83 | X | | X | |
| RECOVERY - requiring less than 15,000 lb. tow truck | Per 15 Minutes | 41.20 | 41.20 | N/A | N/A | X | | X | |
| RECOVERY - requiring 15,000 to 20,000 lb. tow truck | Per 15 Minutes | 51.50 | 51.50 | 51.50 | 51.50 | X | | X | |
| RECOVERY - requiring over 20,000 lb. tow truck | Per 15 Minutes | 68.24 | 68.24 | 68.24 | 68.24 | X | | X | |
| RECOVERY - requiring 50-Ton Boom Tow Truck | Per 15 Minutes | N/A | N/A | N/A | N/A | X | | X | |
| RECOVERY - requiring tow truck with Rotating Boom Capacity Over 50 Tons | Per 15 Minutes | N/A | N/A | N/A | N/A | X | | X | |
| REPLACEMENT TOW | Flat | 41.20 | 41.20 | 47.38 | 47.38 | X | | X | |
| SET OUT | Flat | 51.50 | | 51.50 | | 51.50 | | 51.50 | |
| SPECIALIZED EQUIPMENT | Cost Plus | Cost Plus 15% | | | | X | | X | |
| ISSUED: 4/4/2019 | | TOW CAR OPERATOR: CPCN # 7036 Christopher H. Holland, President Carson City Towing, Inc 5060 US Highway 50 East Carson City, Nevada 89706 0.00 | | | | ACCEPTED MAY 02 2019 Nevada Transportation Authority Las Vegas, Nevada | | | |

** The charge commences at the time of departure to scene of tow and terminates at the time of return to tow operator's yard.

X - Rate not charged for Category C

N/A - Not applicable

Nevada Transportation Authority -- Model Tow Tariff (One-Hour Minimum)

- Tow car operator shall itemize on a tow bill each rate used or fee charged to compute the bill. All charges shall be substantiated in writing and attached to the bill. (NAC 706.420) --
- Timed services are to be billed in full increments for each increment during which any such services are performed --
- On MULTIPLE TOWS - timed services not attributable to any particular vehicle will be shared equally between the towed vehicles --
- All rates set forth below include the services of the driver --

Cash Discount 3%

| Definitions of these tow services are available for review from the tow car operator or at www.nta.nv.gov | | Category A | | Category B | | Category C - Requiring tow truck with unladen weight of 15,000 lbs. or less | | Category C - Requiring tow truck with unladen weight of more than 15,000 pounds | |
|---|-----------------------------|--|--------|------------|--------|--|--------|---|--------|
| Tow Service and Rate Method | | Day | Night | Day | Night | Day | Night | Day | Night |
| ADMINISTRATIVE FEE (law enforcement tows) | Flat | 25.75 | | 25.75 | | X | | X | |
| AIR BAG SYSTEM | Per Bag | N/A | N/A | N/A | N/A | X | | X | |
| AFTER HOURS | Flat | N/A | 90.64 | N/A | 90.64 | N/A | 90.64 | N/A | 90.64 |
| AUCTION PREPARATION | Cost Plus | Cost Plus 15% | | | | Cost Plus 15% | | | |
| CONVERTER GEAR | Flat | N/A | N/A | N/A | N/A | X | | X | |
| CONVERTER GEAR, Mileage | Per Loaded Mile | N/A | N/A | N/A | N/A | X | | X | |
| EXTRA LABOR, Skilled | Per 15 Minutes** | 28.33 | 28.33 | N/A | N/A | X | | X | |
| EXTRA LABOR, Unskilled | Per 15 Minutes** | 28.33 | 28.33 | N/A | N/A | X | | X | |
| FOUR-WHEEL DRIVE VEHICLE | One (1) hour minimum** | 249.26 | 249.26 | N/A | N/A | | | | |
| (In lieu of HOOKUP rate) | Per Additional 15 Minutes** | 62.32 | 62.32 | N/A | N/A | X | | X | |
| HAZARDOUS MATERIAL and/or WASTE DISPOSAL FEE | Cost Plus | Cost Plus 15% | | | | X | | X | |
| | One (1) hour minimum** | 234.84 | 234.84 | 288.40 | 291.49 | | | | |
| HOOKUP HOURLY for CATEGORY A/B | Per Additional 15 Minutes** | 58.71 | 58.71 | 72.10 | 72.87 | X | | X | |
| HOOKUP FLAT for CATEGORY C | Flat | N/A | N/A | N/A | N/A | 216.30 | 265.74 | 613.88 | 736.45 |
| ISSUED: 4/4/2019 | | TOW CAR OPERATOR: CPCN # 7036 Christopher H. Holland, President Carson City Towing, Inc 5060 US Highway 50 East Carson City, Nevada 89706 | | | | EFFECTIVE: ACCEPTED MAY 02 2019 Nevada Transportation Authority Las Vegas, Nevada | | | |

** The charge commences at the time of departure to scene of tow and terminates at the time of return to tow operator's yard.

X - Rate not charged for Category C

N/A - Not applicable

Nevada Transportation Authority -- Model Tow Tariff (One-Hour Minimum)

- Tow car operator shall itemize on a tow bill each rate used or fee charged to compute the bill. All charges shall be substantiated in writing and attached to the bill. (NAC 706.420) --
- Timed services are to be billed in full increments for each increment during which any such services are performed --
- On MULTIPLE TOWS - timed services not attributable to any particular vehicle will be shared equally between the towed vehicles --
- All rates set forth below include the services of the driver --

Cash Discount 3%

| Definitions of these tow services are available for review from the tow car operator or at www.nta.nv.gov | | Category A | | Category B | | Category C - Requiring tow truck with unladen weight of 15,000 lbs. or less | | Category C - Requiring tow truck with unladen weight of more than 15,000 pounds | |
|---|-----------------------------|--|--------|------------|--------|---|--------|---|--------|
| Tow Service and Rate Method | | Day | Night | Day | Night | Day | Night | Day | Night |
| ADMINISTRATIVE FEE (law enforcement tows) | Flat | 25.75 | | 25.75 | | X | | X | |
| AIR BAG SYSTEM | Per Bag | N/A | N/A | N/A | N/A | X | | X | |
| AFTER HOURS | Flat | N/A | 90.64 | N/A | 90.64 | N/A | 90.64 | N/A | 90.64 |
| AUCTION PREPARATION | Cost Plus | Cost Plus 15% | | | | Cost Plus 15% | | | |
| CONVERTER GEAR | Flat | N/A | N/A | 162.02 | 162.02 | X | | X | |
| CONVERTER GEAR, Mileage | Per Loaded Mile | N/A | N/A | 1.39 | 1.39 | X | | X | |
| EXTRA LABOR, Skilled | Per 15 Minutes** | 28.33 | 28.33 | N/A | N/A | X | | X | |
| EXTRA LABOR, Unskilled | Per 15 Minutes** | 28.33 | 28.33 | N/A | N/A | X | | X | |
| FOUR-WHEEL DRIVE VEHICLE | One (1) hour minimum** | 249.26 | 249.26 | N/A | N/A | | | | |
| (In lieu of HOOKUP rate) | Per Additional 15 Minutes** | 62.32 | 62.32 | N/A | N/A | X | | X | |
| HAZARDOUS MATERIAL and/or WASTE DISPOSAL FEE | Cost Plus | Cost Plus 15% | | | | X | | X | |
| | One (1) hour minimum** | 234.84 | 234.84 | 288.40 | 291.49 | | | | |
| HOOKUP HOURLY for CATEGORY A/B | Per Additional 15 Minutes** | 58.71 | 58.71 | 72.10 | 72.87 | X | | X | |
| HOOKUP FLAT for CATEGORY C | Flat | N/A | N/A | N/A | N/A | 216.30 | 266.26 | 613.88 | 736.45 |
| ISSUED: 11/9/2021 | | TOW CAR OPERATOR: CPCN # 7036 Christopher H. Holland, President Carson City Towing, Inc 5060 US Highway 50 East Carson City, Nevada 89706 | | | | EFFECTIVE: | | | |

** The charge commences at the time of departure to scene of tow and terminates at the time of return to tow operator's yard.

X - Rate not charged for Category C

N/A - Not applicable

Nevada Transportation Authority -- Model Tow Tariff (One-Hour Minimum)

| Definitions of these tow services are available for review from the tow car operator or at www.nta.nv.gov | Category A | | Category B | | Category C - Requiring tow truck with unladen weight of 15,000 lbs. or less | | Category C - Requiring tow truck with unladen weight of more than 15,000 pounds | |
|---|---|--------|------------|--------|---|--------|---|--------|
| Tow Service and Rate Method | Day | Night | Day | Night | Day | Night | Day | Night |
| LAY-OVER Per Night, Per Man | 105.06 | | | | X | | X | |
| LIEN FEE (after 4 business days) Flat, 1/2 Lien Rate | 138.54 | | | | 138.54 | | | |
| LIEN FEE (after 336 Hours) Flat, 1/2 Lien Rate | 138.54 | | | | 138.54 | | | |
| LOT VISIT (no charge first visit DAY hours) Per Visit | 77.25 | N/A | 77.25 | N/A | 77.25 | X | 77.25 | X |
| LOW EQUIPMENT TRAILER Per Loaded Mile | N/A | N/A | N/A | N/A | X | | X | |
| OFF HOOK Flat | 140.90 | 140.90 | 173.04 | 174.89 | 129.78 | 158.62 | 367.71 | 441.87 |
| OFF ROAD TRAVEL Per 15 Minutes | 56.65 | 61.80 | 45.84 | 45.84 | X | | X | |
| RECOVERY - requiring less than 15,000 lb. tow truck Per 15 Minutes | 41.20 | 41.20 | N/A | N/A | X | | X | |
| RECOVERY - requiring 15,000 to 20,000 lb. tow truck Per 15 Minutes | 51.50 | 51.50 | 51.50 | 51.50 | X | | X | |
| RECOVERY - requiring over 20,000 lb. tow truck Per 15 Minutes | 68.24 | 68.24 | 68.24 | 68.24 | X | | X | |
| RECOVERY - requiring 50-Ton Boom Tow Truck Per 15 Minutes | N/A | N/A | 103.00 | 108.15 | X | | X | |
| RECOVERY - requiring tow truck with Rotating Boom Capacity Over 50 Tons Per 15 Minutes | N/A | N/A | 154.50 | 169.95 | X | | X | |
| REPLACEMENT TOW Flat | 41.20 | 41.20 | 47.38 | 47.38 | X | | X | |
| SET OUT Flat | 51.50 | | 51.50 | | 51.50 | | 51.50 | |
| SPECIALIZED EQUIPMENT Cost Plus | Cost Plus 15% | | | | X | | X | |
| ISSUED: 11/9/2021 | TOW CAR OPERATOR: CPCN # 7036 Christopher H. Holland, President Carson City Towing , Inc 5060 US Highway 50 East Carson City, Nevada 89706 0.00 | | | | EFFECTIVE: | | | |

** The charge commences at the time of departure to scene of tow and terminates at the time of return to tow operator's yard.

X - Rate not charged for Category C

N/A - Not applicable

Agenda Item# 68

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of Abraham Limo Service,)
Inc. d/b/a ALV for authority to modify tariff rates) Docket 21-12021
pursuant to NAC 706.1384.)
_____)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
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 Abraham Limo Service, Inc. d/b/a ALV, a carrier
certificated to provide charter limousine service as described in Certificate of Public Convenience and
Necessity ("CPCN") 1090, Sub 2, for authority to modify tariff rates pursuant to NAC 706.1384.
2. That the Application was properly noticed to the public and there were no Petitions for Leave to
Intervene or Protests filed.
3. That the Applicant seeks to:
 - a. Add a CEO/Diplomat/Jet sprinter – 9 passengers including driver to classes of vehicle.
 - b. Increase the Luxury Sedan and Super Luxury Sedan minimum charge from One (1) hour to two (2)
Hours.
 - c. Remove Holiday and Special Events Rates.

///

///

///

d. Modify the following hourly rates:

| Vehicle Type | Current Rate: (1 hr. min /each ½ hr. or less after the 1st hr.). All reservations made online | Proposed Rate: (1 hr. min /each ½ hr. or less after the 1st hr.). All reservations made online | Proposed Rate: (1 hr. min /each ½ hr. or less after the 1st hr.). All reservations not made online | Proposed Rate: (1 hr. min /each ½ hr. or less after the 1st hr.). Discounted Rates for customers with usage of 200 hours a month or more |
|------------------------------|---|--|---|---|
| CEO/Diplomat/Jet Sprinter | NEW | 180.00/90.00 Min 2 Hr. | 150.00/75.00 Min 1 Hr. | 180.00/90.00 Min 1 Hr. |
| Sedan (Town Car) | 53.00/26.50 | 63.00/31.50 | | |
| SUV | 75.00/37.50 | 80.00/40.00 | | |

4. That the proposed tariff rates are within the range of rates currently used by the industry for similar services except the CEO/Diplomat/Jet. No other carrier currently has this specific vehicle type. Staff expresses no concern since the riding public can choose from other charter limousine carriers and other modes of transportation that charge less.
 5. That their last tariff modification was in July 2021.
 6. 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 Abraham Limo Service, Inc. d/b/a ALV 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

R. David Groover, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

ABRAHAM LIMO SERVICE, INC.
CPCN 1090
CHARTER LIMOUSINE TARIFF NO. 1

RATES AND CHARGES

40 TYPES OF AUTOMOBILES

- (1) Sedan (Town Car) - 5 passengers including driver
- (2) Luxury Sedan (Mercedes, BMW) - 5 passengers including driver
- (3) Super Luxury Sedan (Rolls Royce) - 5 passengers including driver
- (4) Sports Utility Vehicle - 8 passengers including driver
- (5) Super Stretch Limo - 10 passengers including driver
- (6) Super Stretch SUV - 16 passengers including driver
- (7) Sprinter - 13 passengers including driver

45 SMOKING POLICY

All vehicles will be non-smoking

50 CANCELLATION

Notice of cancellation by the passenger / party, to be without charge, must be given to the carrier not less than two (2) hours prior to the original departure time. If notice of cancellation by the passenger / party is not timely given, a charge equal to the minimum charge for the service originally will be due.

Issued:

Issued by:
Mulgeta Abraham
Abraham Limo Service, Inc.
4740 S Valley View Blvd
Las Vegas, Nevada 89103

Effective:

ACCEPTED

JUL 27 2021

Nevada Transportation Authority
Las Vegas, Nevada

Cancels

Original Page 5

ABRAHAM LIMO SERVICE, INC.
CPCN 1090
CHARTER LIMOUSINE TARIFF NO. 1

RATES AND CHARGES

| | |
|--------------------------------------|--|
| (1) Sedan (Town Car) | \$36.00/ Hour + \$17.50/ Additional half hour + \$53.00/ Hour *** \$26.50/ Additional half hour *** |
| (2) Luxury Sedan (Mercedes, BMW) | \$65.00/ Hour + \$100.00/ Hour *** \$50.00/ Additional half hour *** |
| (3) Super Luxury Sedan (Rolls Royce) | \$150.00/ Hour + \$75.00/ Additional half hour + \$205.00/ Hour *** |
| (4) Sports Utility Vehicle (SUV) | \$49.00/ Hour + \$24.50 Additional half hour + \$75.00/ Hour *** \$37.50/ Additional half hour *** |
| (5) Super Stretch Limo | \$59.00/ Hour + \$29.50 Additional half hour + \$80.00/ Hour *** \$40.00/ Additional half hour *** |
| (6) Super Stretch SUV | \$95.00/ Hour + \$47.50 Additional half hour + \$125.00/ Hour *** \$62.50/ Additional half hour *** |
| (7) Sprinter | \$65.00/ Hour + \$32.50 Additional half hour + \$95.00/ Hour *** \$47.50/ Additional half hour *** |

*** Applies where customer pre-arranges transportation via telephone or internet.

+ Applies to walk-up rates.

CANCELLATION CHARGE IN ACCORDANCE WITH RULE 50

- Note 1:** Airport Parking / Toll Fee: A fee of \$6.00 per vehicle will apply to all charter service where the carrier is required to pay an airport parking fee to the Clark County Department of Aviation.
- Note 2:** Airport Assistance Fee: A fee of \$10.00 per vehicle will apply to all charter service where the driver is required to meet passengers inside the airport to assist them with their luggage and escort them to the vehicle.
- Note 3:** Fuel cost price adjustment (Surcharge) will apply (See enclosed as accepted by the Nevada Transportation Authority).

Issued:

Issued by:
 Mufugeta Abraham
 Abraham Limo Service, Inc.
 4740 S Valley View Blvd
 Las Vegas, Nevada 89103

ACCEPTED**JUL 27 2021**

Nevada Transportation Authority
 Las Vegas, Nevada

Effective:

ABRAHAM LIMO SERVICE, INC.
CPCN 1090
CHARTER LIMOUSINE TARIFF NO. 1

RATES AND CHARGES

Discounted Rates

The following tariffs require usage by customer of 200 hours or more in any calendar month, only if the previous three (3) months of customer usage averages 200 hours or more per month. Rates shown are for transportation in vehicles of American manufacture, except as noted:

| | | |
|-----|---------------------------------------|----------|
| (1) | Sedan (Town Car) | |
| | Minimum charge, one hour | \$35.00 |
| | Each subsequent one-half hour or less | \$17.50 |
| (2) | Luxury Sedan (Mercedes, BMW) | |
| | Minimum charge, one hour | \$65.00 |
| | Each subsequent one-half hour or less | \$32.50 |
| (3) | Super Luxury Sedan (Rolls Royce) | |
| | Minimum charge, one hour | \$150.00 |
| | Each subsequent one-half hour or less | \$75.00 |
| (4) | Sports Utility Vehicle (SUV) | |
| | Minimum charge, one hour | \$49.00 |
| | Each subsequent one-half hour or less | \$24.50 |
| (5) | Super Stretch Limo | |
| | Minimum charge, one hour | \$59.00 |
| | Each subsequent one-half hour or less | \$29.50 |
| (6) | Super Stretch SUV | |
| | Minimum charge, one hour | \$95.00 |
| | Each subsequent one-half hour or less | \$47.50 |
| (7) | Sprinter | |
| | Minimum charge, one hour | \$65.00 |
| | Each subsequent one-half hour or less | \$32.50 |

Note 1: Airport parking/ toll fee: A fee of \$8.00 per vehicle will apply to all charter service where the carrier is required to pay on airport parking fee to the Clark County Department Aviation.

Note 2: Airport assistance fee: A fee of \$10.00 per vehicle will apply to all charter service where the driver is required to meet passenger's inside the airport, to assist them with their luggage and escort them to the vehicle.

Note 3: Fuel cost price adjustment (Surcharge) will apply (See enclosed as accepted by the Nevada Transportation Authority).

CANCELLATION CHARGE IN ACCORDANCE WITH RULE 60

Issued:

Issued by:

Mufugeta Abraham
Abraham Limo Service, Inc.
4740 S Valley View Blvd
Las Vegas, Nevada 89103

Effective:

ACCEPTED

JUL 27 2021

Nevada Transportation Authority

DELETE THIS PAGE

N.T.A No. 1

First Revised Page 7

ABRAHAM LIMO SERVICE, INC.
CPCN 1090
CHARTER LIMOUSINE TARIFF NO. 1

RATES AND CHARGES

Holiday and Special Events Rates (Prearranged)

| | | |
|-----|---------------------------------------|----------|
| (1) | Sedan (Town Car) | |
| | Minimum charge, one hour | \$73.00 |
| | Each subsequent one-half hour or less | \$38.50 |
| (2) | Luxury Sedan (Mercedes, BMW) | |
| | Minimum charge, one hour | \$120.00 |
| | Each subsequent one-half hour or less | \$80.00 |
| (3) | Super Luxury Sedan (Rolls Royce) | |
| | Minimum charge, one hour | \$225.00 |
| | Each subsequent one-half hour or less | \$112.50 |
| (4) | Sports Utility Vehicle (SUV) | |
| | Minimum charge, one hour | \$95.00 |
| | Each subsequent one-half hour or less | \$47.50 |
| (5) | Super Stretch Limo | |
| | Minimum charge, one hour | \$100.00 |
| | Each subsequent one-half hour or less | \$50.00 |
| (6) | Super Stretch SUV | |
| | Minimum charge, one hour | \$145.00 |
| | Each subsequent one-half hour or less | \$72.50 |
| (7) | Sprinter | |
| | Minimum charge, one hour | \$115.00 |
| | Each subsequent one-half hour or less | \$57.50 |

Classes of State Holidays: January 1st (New Year's Day), 3rd Monday in January (Martin Luther King Jr's Birthday), 3rd Monday in February (Washington's Birthday), Last Monday in May (Memorial Day), July 4th (Independence Day), 1st Monday in September (Labor Day), Last Friday in October (Nevada Day), November 11th (Veteran's Day), 4th Thursday in November (Thanksgiving Day), December 25 (Christmas Day). When January 1st, July 4th, November 11th, or December 25th falls on a Saturday, the preceding Friday is the observed legal holiday. If these days fall on Sunday the following Monday is the observed day.

Classes of Holidays: February 14th (Valentine's Day), February Mardi Gras Day, March St Patrick's Day, April Easter Day, May Mother's Day, June Father's Day, October Halloween Day.

Classes of Special Events: EDC (Electric Daisy Carnival), High School Proms & Homecomings, NASCAR, NFR (National Finals Rodeo), All events forecasted by the LVCVA (Las Vegas Convention and Visitors Authority) with an estimated visitor account of 60,000 people or more.

Note 1: Airport parking/ toll fee: A fee of \$8.00 per vehicle will apply to all charter service where the carrier is required to pay on airport parking fee to the Clark County Department Aviation.

Note 2: Airport assistance fee: A fee of \$10.00 per vehicle will apply to all charter service where the driver is required to meet passenger's inside the airport, to assist them with their luggage and escort them to the vehicle.

Note 3: Fuel cost price adjustment (Surcharge) will apply (See enclosed as accepted by the Nevada Transportation Authority).

CANCELLATION CHARGE IN ACCORDANCE WITH RULE 50

Issued:

Issued by:
Mufugeta Abraham
Abraham Limo Service, Inc.
4740 S Valley View Blvd
Las Vegas, Nevada 89103

Effective:

ACCEPTED

JUL 27 2021

Nevada Transportation Authority
Las Vegas, Nevada

**ABRAHAM LIMO SERVICE, INC.
CPCN 1090
CHARTER LIMOUSINE TARIFF NO.1**

RULES AND REGULATIONS

40 TYPES OF AUTOMOBILES

- (1) Sedan (Town Car) - 5 passengers including driver
- (2) Luxury Sedan (Mercedes, BMW) - 5 passengers including driver
- (3) Super Luxury Sedan (Rolls Royce) - 5 passengers including driver
- (4) Sports Utility Vehicle - 8 passengers including driver
- (5) Super Stretch Limo - 10 passengers including driver
- (6) Super Stretch SUV - 16 passengers including driver
- (7) Sprinter - 13 passengers including driver
- (8) CEO/ Diplomat/ Jet Sprinter - 9 passengers including driver

45 SMOKING POLICY

All vehicles will be non- smoking

50 CANCELLATION

Notice of cancellation by the passenger / party, to be without charge, must be given to the carrier not less than two (2) hours prior to the original departure time. If notice of cancellation by the passenger / party is not timely given, a charge equal to the minimum charge for the service originally, will be due.

Issued:

Issued by:
Mulugeta Abraham
Abraham Limo Service, Inc.
4740 S Valley View Blvd
Las Vegas, NV 89103

Effective:

ABRAHAM LIMO SERVICE, INC.
CPCN 1090
CHARTER LIMOUSINE TARIFF NO.1

RATES AND CHARGES

- | | |
|--|---|
| <p>(1) Sedan (Town Car) \$35.00/ Hour (Minimum charge one hr) + \$17.50/ Each additional half hour or less + \$63.00/ Hour (Minimum charge one hr) *** \$31.50/ Each additional half hour or less ***</p> <p>(2) Luxury Sedan (Mercedes, BMW) \$65.00/ Hour + (Minimum charge one hr) + \$100.00/ Hour (Minimum charge two hrs) *** \$50.00/ Each additional half hour or less ***</p> <p>(3) Super Luxury Sedan (Rolls Royce) \$150.00/ Hour + (Minimum charge one hr) + \$75.00/ Each additional half hour or less + \$205.00/ Hour (Minimum charge two hrs) ***</p> <p>(4) Sports Utility Vehicle (SUV) \$49.00/ Hour + (Minimum charge one hr) + \$24.50/ Each additional half hour or less + \$80.00/ Hour (Minimum charge one hr) *** \$40.00/ Each additional half hour or less ***</p> <p>(5) Super Stretch Limo \$59.00/ Hour + (Minimum charge one hr) + \$29.50/ Each additional half hour or less + \$80.00/ Hour (Minimum charge one hr) *** \$40.00/ Each additional half hour or less ***</p> | <p>(6) Super Stretch SUV \$95.00/ Hour (Minimum charge one hr) + \$47.50/ Each additional half hour or less + \$125.00/ Hour (Minimum charge one hr) *** \$62.50/ Each additional half hour or less ***</p> <p>(7) Sprinter \$65.00/ Hour (Minimum charge one hr) + \$32.50/ Each additional half hour or less + \$95.00/ Hour (Minimum charge one hr) *** \$47.50/ Each additional half hour or less ***</p> <p>(8) CEO/ Diplomat/ Jet Sprinter \$150.00/ Hour (Minimum charge one hr) + \$75.00/ Each additional half hour or less + \$180.00/ Hour (Minimum charge two hrs) *** \$90.00/ Each additional half hour or less ***</p> |
|--|---|

+ Applies to walk-up rates.

*** Applies where customer pre-arranges transportation via telephone or internet.

Note 1: Airport parking/ toll fee: A fee of \$6.00 per vehicle will apply to all charter service where the carrier is required to pay on airport parking fee to the Clark County Department Aviation.

Note 2: Airport assistance fee: A fee of \$10.00 per vehicle will apply to all charter service where the driver is required to meet passenger's inside the airport, to assist them with their luggage and escort them to the vehicle.

Note 3: Fuel cost price adjustment (Surcharge) will apply (See enclosed as accepted by the Nevada Transportation Authority).

CANCELLATION CHARGE IN ACCORDANCE WITH RULE 50

Issued:

Issued by:
Mulugeta Abraham
Abraham Limo Service, Inc.
4740 S Valley View Blvd
Las Vegas, NV 89103

Effective:

**ABRAHAM LIMO SERVICE, INC.
CPCN 1090
CHARTER LIMOUSINE TARIFF NO.1**

RATES AND CHARGES

Discounted Rates

The following tariffs require usage by customer of 200 hours or more in any calendar month, only if the previous three (3) months of customer usage averages 200 hours or more per month. Rates shown are for transportation in vehicles of American manufacture, except as noted:

| | | |
|-----|-----------------------------------|----------|
| (1) | Sedan (Town Car) | |
| | Minimum charge one hour | \$35.00 |
| | Each additional half hour or less | \$17.50 |
| (2) | Luxury Sedan (Mercedes, BMW) | |
| | Minimum charge one hour | \$65.00 |
| | Each additional half hour or less | \$32.50 |
| (3) | Super Luxury Sedan (Rolls Royce) | |
| | Minimum charge one hour | \$150.00 |
| | Each additional half hour or less | \$75.00 |
| (4) | Sports Utility Vehicle (SUV) | |
| | Minimum charge one hour | \$49.00 |
| | Each additional half hour or less | \$24.50 |
| (5) | Super Stretch Limo | |
| | Minimum charge one hour | \$59.00 |
| | Each additional half hour or less | \$29.50 |
| (6) | Super Stretch SUV | |
| | Minimum charge one hour | \$95.00 |
| | Each additional half hour or less | \$47.50 |
| (7) | Sprinter | |
| | Minimum charge one hour | \$65.00 |
| | Each additional half hour or less | \$32.50 |
| (8) | CEO/ Diplomat/ Jet Sprinter | |
| | Minimum charge one hour | \$180.00 |
| | Each additional half hour or less | \$90.00 |

Note 1: Airport parking/ toll fee: A fee of \$6.00 per vehicle will apply to all charter service where the carrier is required to pay on airport parking fee to the Clark County Department Aviation.

Note 2: Airport assistance fee: A fee of \$10.00 per vehicle will apply to all charter service where the driver is required to meet passenger's inside the airport, to assist them with their luggage and escort them to the vehicle.

Note 3: Fuel cost price adjustment (Surcharge) will apply (See enclosed as accepted by the Nevada Transportation Authority).

CANCELLATION CHARGE IN ACCORDANCE WITH RULE 50

Issued:

Issued by:
Mulugeta Abraham
Abraham Limo Service, Inc.
4740 S Valley View Blvd
Las Vegas, NV 89103

Effective:

Agenda Item# 69

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of Western Limousine)
Service, LLC d/b/a Western Limousine Service for) Docket 21-12022
authority to modify tariff rates pursuant to NAC)
706.1384.)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
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 Western Limousine Service, LLC d/b/a Western Limousine Service, a carrier certificated to provide charter limousine service as described in Certificate of Public Convenience and Necessity ("CPCN") 1054, Sub 3, for authority to modify tariff rates pursuant to NAC 706.1384.
2. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.
3. That the Applicant seeks to:
 - a. Add a CEO/Diplomat/Jet sprinter – 9 passengers including driver to classes of vehicle.
 - b. Increase the Luxury Sedan and Super Luxury Sedan minimum charge from One (1) hour to two (2) Hours.
 - c. Remove Holiday and Special Events Rates.
 - d. Remove a duplicate "E-Hail" Rates page.
 - e. Modify the following hourly rates:

| Vehicle Type | Current Rate: (1 hr. min /each ½ hr. or less after the 1st hr.). All reservations made online | Proposed Rate: (1 hr. min /each ½ hr. or less after the 1st hr.). All reservations made online | Proposed Rate: (1 hr. min /each ½ hr. or less after the 1st hr.). All reservations not made online. Walk-up Rates | Proposed Rate: (1 hr. min /each ½ hr. or less after the 1st hr.). Discounted Rates for customers with usage of 200 hours a month or more |
|------------------------------|---|--|---|---|
| CEO/Diplomat/Jet Sprinter | NEW | 180.00/90.00 Min 2 Hr. | 150.00/75.00 Min 1 Hr. | 180.00/90.00 Min 1 Hr. |
| Sedan (Town Car) | 53.00/26.50 | 63.00/31.50 | | |
| SUV | 75.00/37.50 | 80.00/40.00 | | |

4. That the proposed tariff rates are within the range of rates currently used by the industry for similar services except the CEO/Diplomat/Jet Sprinter. No other carrier currently has this specific vehicle type. Staff expresses no concern since the riding public can choose from other charter limousine carriers and other modes of transportation that charge less.
5. That their last tariff modification was in July 2021.
6. 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:

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

1. The tariff modification proposed by Western Limousine Service, LLC d/b/a Western Limousine Service 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

R. David Groover, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

WESTERN LIMOUSINE SERVICE
CHARTER TARIFF NO. 1
CPCN 1054

RULES AND REGULATIONS

**Rule
No.**

45 CLASSES OF VEHICLES

- (1) Sedan (Town Car) - 5 passengers including driver
- (2) Luxury Sedan (Mercedes, BMW) - 5 passengers including driver
- (3) Super Luxury Sedan (Rolls Royce) - 5 passengers including driver
- (4) Sports Utility Vehicle - 8 passengers including driver
- (5) Super Stretch Limo - 10 passengers including driver
- (6) Super Stretch SUV - 16 passengers including driver
- (7) Sprinter - 13 passengers including driver

50 CANCELLATION

Notice of cancellation by the passenger/party, to be without charge, must be given to the carrier not less than two (2) hours prior to the original departure time. If notice of cancellation by the passenger/party is not timely given, a charge equal to the minimum charge for the service originally, will be due.

7



ISSUED:

ISSUED BY:
Mulugeta Abraham, Manager
4740 S. Valley View Blvd.
Las Vegas, Nevada 89103

EFFECTIVE:

Second Revised, Page 8

N.T.A. No.1

Cancels

Original Page 8

**WESTERN LIMOUSINE SERVICE
CHARTER TARIFF NO. 1. CPCN 1054**

LIMOUSINE RATES AND CHARGES

- (1) Sedan (Town Car)
\$35.00/ Hour +
\$17.50/ Additional half hour +
\$53.00/ Hour ***
\$26.50/ Additional half hour ***
- (2) Luxury Sedan (Mercedes, BMW)
\$85.00/ Hour +
\$100.00/ Hour ***
\$50.00/ Additional half hour ***
- (3) Super Luxury Sedan (Rolls Royce)
\$150.00/ Hour +
\$75.00/ Additional half hour +
\$205.00/ Hour ***
- (4) Sports Utility Vehicle (SUV)
\$49.00/ Hour +
\$24.50 Additional half hour +
\$75.00/ Hour ***
\$37.50/ Additional half hour ***
- (5) Super Stretch Limo
\$59.00/ Hour +
\$29.50 Additional half hour +
\$80.00/ Hour ***
\$40.00/ Additional half hour ***
- (6) Super Stretch SUV
\$95.00/ Hour +
\$47.50 Additional half hour +
\$125.00/ Hour ***
\$62.50/ Additional half hour ***
- (7) Sprinter
\$85.00/ Hour +
\$32.50 Additional half hour +
\$95.00/ Hour ***
\$47.50/ Additional half hour ***

*** Applies where customers pre-arranges transportation via telephone or internet.

+ Applies to walk-up rates.

Note 1: Airport parking / toll fee: A fee of \$6.00 per vehicle will apply to all charter service where the carrier is required to pay on airport parking fee to the Clark County Department of Aviation.

Note 2: Airport assistance fee: A fee of \$10.00 per vehicle will apply to all charter service where the driver is required to meet passenger's inside the airport, to assist them with their luggage and escort them to the vehicle.

Note 3: Fuel cost price adjustment (Surcharge) will apply (See enclosed as accepted by the Nevada Transportation Authority).

CANCELLATION CHARGE IN ACCORDANCE WITH RULE 50

8

ISSUED:

ISSUED BY:

Mulugeta Abraham, Manager
4740 S. Valley View Blvd.
Las Vegas, Nevada 89103

ACCEPTED

JUL 27 2021

Nevada Transportation Authority
Las Vegas, Nevada

EFFECTIVE:

**WESTERN LIMOUSINE SERVICE
CHARTER TARIFF NO. 1. CPCN 1054
LIMOUSINE RATES AND CHARGES**

Discounted Rates

The following tariffs require usage by customer of 200 hours or more in any calendar month, only if the previous three (3) months of customer usage averages 200 hours or more per month. Rates shown are for transportation in vehicles of American manufacture, except as noted:

| | | |
|-----|---------------------------------------|----------|
| (1) | Sedan (Town Car) | |
| | Minimum charge, one hour | \$35.00 |
| | Each subsequent one-half hour or less | \$17.50 |
| (2) | Luxury Sedan (Mercedes, BMW) | |
| | Minimum charge, one hour | \$65.00 |
| | Each subsequent one-half hour or less | \$32.50 |
| (3) | Super Luxury Sedan (Rolls Royce) | |
| | Minimum charge, one hour | \$150.00 |
| | Each subsequent one-half hour or less | \$75.00 |
| (4) | Sports Utility Vehicle (SUV) | |
| | Minimum charge, one hour | \$49.00 |
| | Each subsequent one-half hour or less | \$24.50 |
| (5) | Super Stretch Limo | |
| | Minimum charge, one hour | \$59.00 |
| | Each subsequent one-half hour or less | \$29.50 |
| (6) | Super Stretch SUV | |
| | Minimum charge, one hour | \$95.00 |
| | Each subsequent one-half hour or less | \$47.50 |
| (7) | Sprinter | |
| | Minimum charge, one hour | \$65.00 |
| | Each subsequent one-half hour or less | \$32.50 |

Note 1: Airport parking/ toll fee: A fee of \$8.00 per vehicle will apply to all charter service where the carrier is required to pay on airport parking fee to the Clark County Department Aviation.

Note 2: Airport assistance fee: A fee of \$10.00 per vehicle will apply to all charter service where the driver is required to meet passenger's inside the airport, to assist them with their luggage and escort them to the vehicle.

Note 3: Fuel cost price adjustment (Surcharge) will apply (See enclosed as accepted by the Nevada Transportation Authority)

CANCELLATION CHARGE IN ACCORDANCE WITH RULE 50



ISSUED:

ISSUED BY:

EFFECTIVE:

Mulugeta Abraham, Manager
4740 S. Valley View Blvd.
Las Vegas, Nevada 89103

DELETE THIS PAGE

First Revised Page 10

N.T.A. No.1

**WESTERN LIMOUSINE SERVICE
CHARTER TARIFF NO. 1. CPCN 1054
LIMOUSINE RATES AND CHARGES**

Holiday and Special Events Rates (Prearranged)

| | | |
|-----|---------------------------------------|----------|
| (1) | Sedan (Town Car) | |
| | Minimum charge, one hour | \$73.00 |
| | Each subsequent one-half hour or less | \$36.50 |
| (2) | Luxury Sedan (Mercedes, BMW) | |
| | Minimum charge, one hour | \$120.00 |
| | Each subsequent one-half hour or less | \$60.00 |
| (3) | Super Luxury Sedan (Rolls Royce) | |
| | Minimum charge, one hour | \$225.00 |
| | Each subsequent one-half hour or less | \$112.50 |
| (4) | Sports Utility Vehicle (SUV) | |
| | Minimum charge, one hour | \$95.00 |
| | Each subsequent one-half hour or less | \$47.50 |
| (5) | Super Stretch Limo | |
| | Minimum charge, one hour | \$100.00 |
| | Each subsequent one-half hour or less | \$50.00 |
| (6) | Super Stretch SUV | |
| | Minimum charge, one hour | \$145.00 |
| | Each subsequent one-half hour or less | \$72.50 |
| (7) | Sprinter | |
| | Minimum charge, one hour | \$115.00 |
| | Each subsequent one-half hour or less | \$57.50 |

Classes of State Holidays: January 1st (New Year's Day), 3rd Monday in January (Martin Luther King Jr's Birthday), 3rd Monday in February (Washington's Birthday), Last Monday in May (Memorial Day), July 4th (Independence Day), 1st Monday in September (Labor Day), Last Friday in October (Nevada Day), November 11th (Veteran's Day), 4th Thursday in November (Thanksgiving Day), December 25 (Christmas Day). When January 1st, July 4th, November 11th, or December 25th falls on a Saturday, the preceding Friday is the observed legal holiday. If these days fall on Sunday the following Monday is the observed day.

Classes of Holidays: February 14th (Valentine's Day), February Mardi Gras Day, March St Patrick's Day, April Easter Day, May Mother's Day, June Father's Day, October Halloween Day.

Classes of Special Events: EDC (Electric Daisy Carnival), High School Proms & Homecomings, NASCAR, NFR (National Finals Rodeo). All events forecasted by the LVCVA (Las Vegas Convention and Visitors Authority) with an estimated visitor account of 60,000 people or more.

Note 1: Airport parking/ toll fee: A fee of \$6.00 per vehicle will apply to all charter service where the carrier is required to pay on airport parking fee to the Clark County Department Aviation.

Note 2: Airport assistance fee: A fee of \$10.00 per vehicle will apply to all charter service where the driver is required to meet passenger's inside the airport, to assist them with their luggage and escort them to the vehicle.

Note 3: Fuel cost price adjustment (Surcharge) will apply (See enclosed as accepted by the Nevada Transportation Authority).

CANCELLATION CHARGE IN ACCORDANCE WITH RULE 50

ISSUED:

ISSUED BY:

**Mulugeta Abraham, Manager
4740 S. Valley View Blvd.
Las Vegas, Nevada 89103**



EFFECTIVE:

WESTERN LIMOUSINE SERVICE
CHARTER TARIFF NO. 1
CPCN 1054

RULES AND REGULATIONS

Rule
No.

45 CLASSES OF VEHICLES

- (1) Sedan (Town Car) - 5 passengers including driver
- (2) Luxury Sedan (Mercedes, BMW) - 5 passengers including driver
- (3) Super Luxury Sedan (Rolls Royce) - 5 passengers including driver
- (4) Sports Utility Vehicle - 8 passengers including driver
- (5) Super Stretch Limo - 10 passengers including driver
- (6) Super Stretch SUV - 16 passengers including driver
- (7) Sprinter - 13 passengers including driver
- (8) CEO/ Diplomat/ Jet Sprinter - 9 passengers including driver

50 CANCELLATION

Notice of cancellation by the passenger/party, to be without charge, must be given to the carrier not less than two (2) hours prior to the original departure time. If notice of cancellation by the passenger/party is not timely given, a charge equal to the minimum charge for the service originally, will be due.

ISSUED:

ISSUED BY:
Mulugeta Abraham, Manager
4740 S. Valley View Blvd.
Las Vegas, Nevada 89103

EFFECTIVE:

**WESTERN LIMOUSINE SERVICE
CHARTER TARIFF NO. 1. CPCN 1054
LIMOUSINE RATES AND CHARGES**

- | | |
|---|---|
| <p>(1) Sedan (Town Car) \$35.00/ Hour (Minimum charge one hr) + \$17.50/ Each additional half hour or less + \$63.00/ Hour (Minimum charge one hr) *** \$31.50/ Each additional half hour or less ***</p> | <p>(6) Super Stretch SUV \$95.00/ Hour (Minimum charge one hr) + \$47.50/ Each additional half hour or less + \$125.00/ Hour (Minimum charge one hr) *** \$62.50/ Each additional half hour or less ***</p> |
| <p>(2) Luxury Sedan (Mercedes, BMW) \$65.00/ Hour + (Minimum charge one hr) + \$100.00/ Hour (Minimum charge two hrs) *** \$50.00/ Each additional half hour or less ***</p> | <p>(7) Sprinter \$65.00/ Hour (Minimum charge one hr) + \$32.50/ Each additional half hour or less + \$95.00/ Hour (Minimum charge one hr) *** \$47.50/ Each additional half hour or less ***</p> |
| <p>(3) Super Luxury Sedan (Rolls Royce) \$150.00/ Hour + (Minimum charge one hr) + \$75.00/ Each additional half hour or less + \$205.00/ Hour (Minimum charge two hrs) ***</p> | <p>(8) CEO/ Diplomat/ Jet Sprinter \$150.00/ Hour (Minimum charge one hr) + \$75.00/ Each additional half hour or less + \$180.00/ Hour (Minimum charge two hrs) *** \$90.00/ Each additional half hour or less ***</p> |
| <p>(4) Sports Utility Vehicle (SUV) \$49.00/ Hour + (Minimum charge one hr) + \$24.50/ Each additional half hour or less + \$80.00/ Hour (Minimum charge one hr) *** \$40.00/ Each additional half hour or less ***</p> | |
| <p>(5) Super Stretch Limo \$59.00/ Hour + (Minimum charge one hr) + \$29.50/ Each additional half hour or less + \$80.00/ Hour (Minimum charge one hr) *** \$40.00/ Each additional half hour or less ***</p> | |

+ Applies to walk-up rates.

*** Applies where customers pre-arranges transportation via telephone or internet.

Note 1: Airport parking/ toll fee: A fee of \$6.00 per vehicle will apply to all charter service where the carrier is required to pay on airport parking fee to the Clark County Department Aviation.

Note 2: Airport assistance fee: A fee of \$10.00 per vehicle will apply to all charter service where the driver is required to meet passenger's inside the airport, to assist them with their luggage and escort them to the vehicle.

Note 3: Fuel cost price adjustment (Surcharge) will apply (See enclosed as accepted by the Nevada Transportation Authority).

CANCELLATION CHARGE IN ACCORDANCE WITH RULE 50

8

ISSUED:

ISSUED BY:

EFFECTIVE:

**Mulugeta Abraham, Manager
4740 S. Valley View Blvd.
Las Vegas, Nevada 89103**

**WESTERN LIMOUSINE SERVICE
CHARTER TARIFF NO. 1. CPCN 1054**

| |
|------------------------------------|
| LIMOUSINE RATES AND CHARGES |
|------------------------------------|

Discounted Rates

The following tariffs require usage by customer of 200 hours or more in any calendar month, only if the previous three (3) months of customer usage averages 200 hours or more per month. Rates shown are for transportation in vehicles of American manufacture, except as noted:

| | | | |
|-----|----------------------------------|-----------------------------------|----------|
| (1) | Sedan (Town Car) | Minimum charge one hour | \$35.00 |
| | | Each additional half hour or less | \$17.50 |
| (2) | Luxury Sedan (Mercedes, BMW) | Minimum charge one hour | \$65.00 |
| | | Each additional half hour or less | \$32.50 |
| (3) | Super Luxury Sedan (Rolls Royce) | Minimum charge one hour | \$150.00 |
| | | Each additional half hour or less | \$75.00 |
| (4) | Sports Utility Vehicle (SUV) | Minimum charge one hour | \$49.00 |
| | | Each additional half hour or less | \$24.50 |
| (5) | Super Stretch Limo | Minimum charge one hour | \$59.00 |
| | | Each additional half hour or less | \$29.50 |
| (6) | Super Stretch SUV | Minimum charge one hour | \$95.00 |
| | | Each additional half hour or less | \$47.50 |
| (7) | Sprinter | Minimum charge one hour | \$65.00 |
| | | Each additional half hour or less | \$32.50 |
| (8) | CEO/ Diplomat/ Jet Sprinter | Minimum charge one hour | \$180.00 |
| | | Each additional half hour or less | \$90.00 |

Note 1: Airport parking/ toll fee: A fee of \$6.00 per vehicle will apply to all charter service where the carrier is required to pay on airport parking fee to the Clark County Department Aviation.

Note 2: Airport assistance fee: A fee of \$10.00 per vehicle will apply to all charter service where the driver is required to meet passenger's inside the airport, to assist them with their luggage and escort them to the vehicle.

Note 3: Fuel cost price adjustment (Surcharge) will apply (See enclosed as accepted by the Nevada Transportation Authority).

CANCELLATION CHARGE IN ACCORDANCE WITH RULE 50

ISSUED:

ISSUED BY:

EFFECTIVE:

**Mulugeta Abraham, Manager
4740 S. Valley View Blvd.
Las Vegas, Nevada 89103**

Agenda Item#

70

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of R.A. Moving, LLC d/b/a)
Two Men and a Truck of Reno, Nevada for authority) Docket 21-12023
to modify tariff rates pursuant to NAC 706.1384.)
_____)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

Based on the evidence of record, the Nevada Transportation Authority ("Authority") makes the
following findings:

1. That on December 21, 2021 an Application was filed with the Authority by R.A. Moving, LLC
d/b/a Two Men and a Truck of Reno, Nevada, ("Applicant"), a carrier certificated to provide
transportation of household goods as described in Certificate of Public Convenience and Necessity
("CPCN") 3373, for authority to modify tariff rates pursuant to NAC 706.1384. Said Application
was designated as docket 21-12023.
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 5, 2022, Commissioner Groover, acting as a Hearing Officer, granted the interim
authority.
5. That the Applicant seeks to:
 - a. Combine the Regular and Peak rate categories into a single rate category with the following
rates:

| | Rates | Sunday/Holiday/etc. |
|------------------|----------|---------------------|
| 2 Men + 1 Truck | \$161.50 | \$186.50 |
| 3 Men + 1 Truck | \$211.50 | \$241.50 |
| 4 Men + 1 Truck | \$266.50 | \$291.50 |
| 4 Men + 2 Trucks | \$311.50 | \$341.50 |

- b. Add Memorial Day and Labor Day holidays to the Sunday/holiday/etc. rate category.
 - c. Increase the hourly additional mover rate from \$52.00 to \$55.00.
6. That there are several proposed hourly rates in the Sunday/holiday/etc. rate category that are higher than the current range of rates for similar services. Staff expresses no concern since household goods carriers offer a wide range of rates. Using the 2 men and 1 truck rate category as an example, there are 5 carriers that offer rates between \$106-\$130 an hour; 5 carriers that offer between \$131-\$160 an hour; and 3 carriers (including the Applicant) that offer between \$161-\$186.50 an hour. Additionally, customers can request estimates before booking the service, and the bottom of the range of rates has not increased since 2017.
7. That the Applicant has not requested a rate increase since January 2021.
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 R.A. Moving, LLC d/b/a Two Men and a Truck of Reno, Nevada 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

R. David Groover, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

ORIGINAL PAGE FIFTEEN

CPCN No. 3373

RA MOVING, LLC
dba
TWO MEN AND A TRUCK OF RENO, NEVADA
Household Goods Tariff Number 1

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) Shipping Rates

Hourly rates apply from port to port are as follows based on 2 seasons, REGULAR and PEAK.

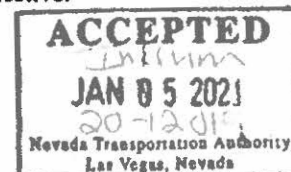
**** See Below – Rates for Sunday, New Year's Day, Fourth of July, Thanksgiving Day, Christmas Eve, Christmas Day, and moves booked day of or day before the move.**

| January, February, and December Rates | | | | | |
|--|------------------------------------|------------------------------------|------------------------------------|-------------------------------------|------------------|
| | <u>2 movers, 1</u> <u>truck</u> | <u>3 movers, 1</u> <u>truck</u> | <u>4 movers, 1</u> <u>truck</u> | <u>4 movers, 2</u> <u>trucks</u> | <u>pack rate</u> |
| Monday to Thursday | 130.50 | 180.50 | 230.50 | 270.50 | N/A |
| Friday & Saturday | 135.50 | 185.50 | 235.50 | 275.50 | N/A |
| **See Above | 160.50 | 210.50 | 260.50 | 300.50 | N/A |
| March, April, May, June, July, August, September, October and November Rates | | | | | |
| | <u>2 movers, 1</u> <u>truck</u> | <u>3 movers, 1</u> <u>truck</u> | <u>4 movers, 1</u> <u>truck</u> | <u>4 movers, 2</u> <u>trucks</u> | <u>pack rate</u> |
| Monday to Thursday | 135.50 | 185.50 | 235.50 | 275.50 | N/A |
| Friday & Saturday | 145.50 | 195.50 | 245.50 | 285.50 | N/A |
| **See Above | 170.50 | 220.50 | 270.50 | 310.50 | N/A |

Issued:
12/27/2019

Issued by:
Russell Riggs
President
RA Moving, LLC dba TWO MEN AND A
TRUCK OF RENO, NEVADA
5440 Louie Lane, Ste. 100
Reno, NV 89511

Effective:



ACCEPTED

JAN 28 2021

Nevada Transportation Authority
Las Vegas, Nevada

ORIGINAL PAGE SIXTEEN

CPCN No. 3373

RA MOVING, LLC
dba
TWO MEN AND A TRUCK OF RENO, NEVADA
Household Goods Tariff Number 1

Rule No.

Rules & Regulations

300 Cont.

(B) Contract time is port to port, meaning shipper pays from time truck leaves base plus the time that it takes to return to base after the move is complete. There will be a fifteen-minute minimum travel time charge each way on all jobs.

(C) Each additional Mover over 4 will be an additional \$52.00 per Mover, per hour.

(D) Minimum Charge for all shipments is (2) hours. Cancellations with less than 72 hours are subject to a two (2) hour minimum charge.

(E) Intentionally Left Blank

(F) Delivery Rates for Individual items - Carrier will move individual pieces of appliances, furniture or equipment per the shipping rates in 300 A and B. For Individual Items there will be a minimum charge of 2 hours. Bulky Items, 300 G, charges apply.

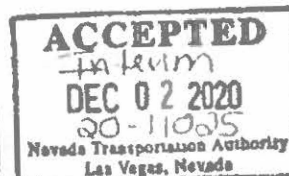
(G) Bulky Items - An additional mover may be added to the customers standard move if any of the following items are requested to be moved. This additional mover per 300 C will be added at costs to the customer. When bulky items are to be moved independent of a standard move the 4 mover and 1 truck rate per 300 A and B will apply with the (2) hour minimum.

- Pianos, Organs
- Oversized TV's and Oversized Appliances
- Gun Safe, Safes
- Pool Table
- Hot Tub, Tanning Beds
- Snowmobiles
- Sheds, Playhouses

Issued:
10/23/2019

Issued by:
Russell Riggs
President
RA Moving, LLC dba TWO MEN AND A
TRUCK OF RENO, NEVADA
5440 Louis Lane, Ste. 100
Reno, NV 89511

Effective:



Nevada Transportation Authority
Las Vegas, Nevada

ORIGINAL PAGE FIFTEEN

CPCN No. 3373

RA MOVING, LLC
dba
TWO MEN AND A TRUCK OF RENO, NEVADA
Household Goods Tariff Number 1

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) Shipping Rates

Hourly rates apply from port to port are as follows.

**** See Below** – Rates for Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and moves booked day of or day before the move.

| Rates Apply Year-Round (January 1 to December 31) | | | | | |
|--|------------------------------------|------------------------------------|------------------------------------|-------------------------------------|------------------|
| | <u>2 movers, 1</u> <u>truck</u> | <u>3 movers, 1</u> <u>truck</u> | <u>4 movers, 1</u> <u>truck</u> | <u>4 movers, 2</u> <u>trucks</u> | <u>pack rate</u> |
| Monday to Saturday | 161.50 | 211.50 | 266.50 | 311.50 | N/A |
| Sunday and ** See Above | 186.50 | 241.50 | 291.50 | 341.50 | N/A |

Issued:
12/27/2019

Issued by:
Russell Riggs
President
RA Moving, LLC dba TWO MEN AND A
TRUCK OF RENO, NEVADA
5440 Louie Lane, Ste. 100
Reno, NV 89511

Effective:



| | |
|---|---------------------|
| ORIGINAL PAGE SIXTEEN RA MOVING, LLC dba TWO MEN AND A TRUCK OF RENO, NEVADA Household Goods Tariff Number 1 | CPCN No. 3373 |
| Rule No. | Rules & Regulations |
| <p><u>300 Cont.</u></p> <p>(B) Contract time is port to port, meaning shipper pays from time truck leaves base plus the time that it takes to return to base after the move is complete. There will be a fifteen-minute minimum travel time charge each way on all jobs.</p> <p>(C) Each additional Mover over 4 will be an additional \$55.00 per Mover, per hour.</p> <p>(D) Minimum Charge for all shipments is (2) hours. Cancellations with less than 72 hours are subject to a two (2) hour minimum charge.</p> <p>(E) Intentionally left blank.</p> <p>(F) Delivery Rates for Individual items - Carrier will move individual pieces of appliances, furniture or equipment per the shipping rates in 300 A and B. For Individual Items there will be a minimum charge of 2 hours. Bulky Items, 300 G, charges apply.</p> <p>(G) Bulky Items – An additional mover may be added to the customers standard move if any of the following items are requested to be moved. This additional mover per 300 C will be added at costs to the customer. When bulky items are to be moved independent of a standard move the 4 mover and 1 truck rate per 300 A and B will apply with the (2) hour minimum.</p> <ul style="list-style-type: none"> • Pianos, Organs • Oversized TV's and Oversized Appliances • Gun Safe, Safes • Pool Table • Hot Tub, Tanning Beds • Snowmobiles • Sheds, Playhouses | |

| | | |
|-----------------------|--|--|
| Issued: 10/23/2019 | Issued by: Russell Riggs President RA Moving, LLC dba TWO MEN AND A TRUCK OF RENO, NEVADA 5440 Louie Lane, Ste. 100 Reno, NV 89511 | Effective: <div data-bbox="1055 1785 1364 1974" style="border: 1px solid black; padding: 5px; text-align: center;"> ACCEPTED INTERIM JAN 05 2022 21-12023 Nevada Transportation Authority Las Vegas, Nevada </div> |
|-----------------------|--|--|

Agenda Item#

71

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of Wolf Pack Moving, LLC)
for authority to modify tariff rates pursuant to NAC)
706.1384.)
_____)

Docket 22-01004

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
 Commissioner George Assad
 Commissioner R. David Groover
 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 Wolf Pack Moving, LLC ("Applicant"), a carrier certificated to provide transportation of household goods as described in Certificate of Public Convenience and Necessity ("CPCN") 3383, for authority to modify tariff rates pursuant to NAC 706.1384.
2. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.
3. That the Applicant seeks to:
 - a. Modify the Monday – Thursday hourly rate for two movers and a truck from \$120.00 per hour to \$130.00 per hour.
 - b. Modify the Friday – Sunday hourly rate for two movers and a truck from \$135.00 per hour to \$145.00 per hour.
4. That the proposed rates are within the range of rates currently charged by the industry for similar services.
5. That the Applicant's last rate increase was July, 2021.

6. 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 Wolf Pack Moving, 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

R. David Groover, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

| | |
|-----------------|--------------------------------------|
| RULE No. | RULES AND REGULATIONS |
| 270 | 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.

| | |
|------------|--------------|
| 280 | RATES |
|------------|--------------|

Wolf Pack rates are based on time, mileage and number of movers. All rate information is also on our website.

Weekday Rates (Monday – Thursday)

2 movers with 26-foot straight truck = \$120/HR

1 additional mover is an extra \$50/HR

Gas/Mileage rates for anyone moving to or from an address more than 30 miles away from our domicile is \$2/mile for the duration of the trip starting and ending at the point of origin -or- \$50 local minimum for any addresses within 30 miles of our domicile.

Weekend rate (Friday, Saturday and Sunday) is an additional \$15/HR

Wolf Pack starts the clock upon arrival at the customer's home and stops the clock when the customer tells us the job is done. We charge by the minute with no rounding up. All breaks and lunches are subtracted from clock time. Customers will be charged the normal hourly rate for any delay that is outside the control or responsibility of Wolf Pack Moving. For example, a delay caused by traffic, mortgage closing issues or customer tardiness.

Oversized items, including but not limited to pianos, gun safes, and tanning beds are subject to a flat rate \$100 fee and may require additional movers.

Card payments are subject to a 3% processing fee. (3% of total bill)

There is a 2-hour minimum on all jobs.



Issued:

Issued by:

Effective:

Kevin Laswell
Wolf Pack Moving, LLC
401 Ryland St. STE 200-A
Reno, NV 89502



RULE No. RULES AND REGULATIONS

270 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.

280 RATES

Wolf Pack rates are based on time, mileage and number of movers. All rate information is also on our website.

Weekday Rates (Monday – Thursday)

2 movers with 26-foot straight truck = \$130/HR

1 additional mover is an extra \$50/HR

Gas/Mileage rates for anyone moving to or from an address more than 30 miles away from our domicile is \$2/mile for the duration of the trip starting and ending at the point of origin -or- \$50 local minimum for any addresses within 30 miles of our domicile.

Weekend rate(Friday, Saturday and Sunday) is an additional \$15/HR

Wolf Pack starts the clock upon arrival at the customer's home and stops the clock when the customer tells us the job is done. We charge by the minute with no rounding up. All breaks and lunches are subtracted from clock time. Customers will be charged the normal hourly rate for any delay that is outside the control or responsibility of Wolf Pack Moving. For example, a delay caused by traffic, mortgage closing issues or customer tardiness.

Oversized items, including but not limited to pianos, gun safes, and tanning beds are subject to a flat rate \$100 fee and may require additional movers.

Card payments are subject to a 3% processing fee. (3% of total bill)

There is a 2-hour minimum on all jobs.

Issued:**Issued by:****Effective:**

Kevin Laswell
Wolf Pack Moving, LLC
401 Ryland St. STE 200-A
Reno, NV 89502

Agenda Item#

72

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of Shaul Marketing, Inc. d/b/a)
Triple 7 Movers for authority to modify tariff rates) Docket 22-01009
pursuant to NAC 706.1384.)
_____)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

Based on the evidence of record, the Nevada Transportation Authority ("Authority") makes the following findings:

1. That on January 13, 2022, an Application was filed with the Authority by Shaul Marketing, Inc. d/b/a Triple 7 Movers ("Applicant"), a carrier certificated to provide transportation of household goods as described in Certificate of Public Convenience and Necessity ("CPCN") 3350, Sub 3 for authority to modify tariff rates pursuant to NAC 706.1384. Said Application was designated as docket 22-01009.
2. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.
3. That the Applicant seeks to increase the truck hourly rate from \$30.00 to \$50.00.
4. That the proposed rate is within the range of rates currently charged by the industry for similar services.
5. That the Applicant has not requested a rate increase since July 2021.
6. 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 Shaul Marketing, Inc. d/b/a Triple 7 Movers 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

R. David Groover, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

SHAUL MARKETING INC.**D.B.A TRIPLE 7 MOVERS****HOUSEHOLD GOODS TARIFF NO 1****RULES AND REGULATIONS****280 Application of Rates**

The hourly rates apply to all shipments moving between origin and destination within the State of Nevada and include loading, unloading, and drive time from point of origin to point of destination. Carrier will charge rates appearing in this item, for all packing materials and containers, which become property of customer. Charge for packing materials and containers are subject to State sales taxes. All shipments are subject to a two hour minimum, and also a minimum two man team.

Drive Time:

A: For shipments that both the origin and the destination are within the Greater Las Vegas area, or Boulder City, an hour of drive time will be added to the final invoice. An example of this would be a move from North Las Vegas, NV to Henderson, NV. See map on page 21 Section 310.

B: For shipments that are consisted of points and places within Greater Las Vegas or Boulder City on the one hand, and the rest of Nevada on the other hand, drive time will consist of double the time it takes to drive between the two places, prorated by the hourly rate, with an addition of \$30 per hour. An example of this is a move from Henderson, NV to Laughlin, NV. See map on page 21 Section 310.

C: For shipments that require an overnight stay, an additional \$250 hotel fee is added to the final invoice. An example of this would be a move from Las Vegas, NV, to Reno, NV in which the crew would need to spend a night in Reno.

Current Rate

| | |
|-----------------------|----------------------|
| 24" Truck..... | \$30.00 per man hour |
| Packer..... | \$20.00 per man hour |
| Stacker..... | \$40.00 per man hour |
| Field Supervisor..... | \$60.00 per man hour |

ISSUED: 6/16/2021

EFFECTIVE:

Issued by:
Tom Dadon
Shaul Marketing Inc.
D.B.A Triple 7 Movers
4480 Calimesa st,
Las Vegas, NV, 89115

ACCEPTED**JUL 27 2021**

Nevada Transportation Authority
Las Vegas, Nevada



SHAUL MARKETING INC.

D.B.A TRIPLE 7 MOVERS
HOUSEHOLD GOODS TARIFF NO 1

RULES AND REGULATIONS

280 Application of Rates

The hourly rates apply to all shipments moving between origin and destination within the State of Nevada and include loading, unloading, and drive time from point of origin to point of destination. Carrier will charge rates appearing in this item, for all packing materials and containers, which become property of customer. Charge for packing materials and containers are subject to State sales taxes. All shipments are subject to a two hour minimum, and also a minimum two man team.

Drive Time:

A: For shipments that both the origin and the destination are within the Greater Las Vegas area, or Boulder City, an hour of drive time will be added to the final invoice. An example of this would be a move from North Las Vegas, NV to Henderson, NV. See map on page 21 Section 310.

B: For shipments that are consisted of points and places within Greater Las Vegas or Boulder City on the one hand, and the rest of Nevada on the other hand, drive time will consist of double the time it takes to drive between the two places, prorated by the hourly rate, with an addition of \$30 per hour. An example of this is a move from Henderson, NV to Laughlin, NV. See map on page 21 Section 310.

C: For shipments that require an overnight stay, an additional \$250 hotel fee is added to the final invoice. An example of this would be a move from Las Vegas, NV, to Reno, NV in which the crew would need to spend a night in Reno.

Current Rate

| | |
|-----------------------|----------------------|
| 24" Truck..... | \$50.00 per man hour |
| Packer..... | \$20.00 per man hour |
| Stacker..... | \$40.00 per man hour |
| Field Supervisor..... | \$60.00 per man hour |

ISSUED: 1/12/2022

EFFECTIVE:

Issued by:
Tom Dadon
Shaul Marketing inc.
D.B.A Triple 7 Movers
4480 Calimesa st,
Las Vegas, NV, 89115

Agenda Item#

73

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of Red Carpet Moving, Inc.,)
d/b/a Red Carpet moving for authority to modify tariff) Docket 22-01010
rates pursuant to NAC 706.1384.)
_____)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
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 Red Carpet Moving, Inc., d/b/a Red Carpet Moving ("Applicant"), a carrier certificated to provide transportation of household goods as described in Certificate of Public Convenience and Necessity ("CPCN") 3339, for authority to modify tariff rates pursuant to NAC 706.1384.
2. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.
3. That the Applicant seeks to:
 - a. Modify the following hourly rates.

| # of Men and Trucks | Current Rate Per Hour | Proposed Rate Per Hour |
|---------------------|----------------------------------|----------------------------------|
| | \$50 man hour \$59 truck hour | \$65 man hour \$49 truck hour |
| 1 Man + 1 Truck | \$109.00 | \$114.00 |
| 2 Men + 1 Truck | \$159.00 | \$179.00 |
| 3 Men + 1 Truck | \$209.00 | \$244.00 |
| 4 Men + 2 Trucks | \$318.00 | \$358.00 |

- b. Add a three (3) percent processing fee on all credit/debit card payments.

- c. Add a \$100.00 fee for the use of: 1. piano boards and 2. pallet jacks.
 - d. Add a less than 24 hour notice of cancellation fee equivalent to a three (3) hour charge.
 - e. Add an overnight hold-on-truck fee of \$225.00 per truck per night.
4. That the proposed rates are within the range of rates currently charged by the industry for similar services, except for the following rates:
- a. Cancellation Fee, which is higher than the range of rates of two hours currently charged by the industry.
 - b. Credit card processing fee, which is unique to the HHG market but not the transportation market.
 - c. 2 Movers and 1 Truck, which is \$4.00 per Hour higher than rates currently charged by the industry.
 - d. 4 Movers and 2 Trucks, which is \$8.00 per Hour higher than rates currently charged by the industry.
5. That Staff expresses some concerns with the Credit Card processing and Cancellation fees but realizes the benefit to customers who pay cash and customers can hire other certificated carriers with lower rates or cancellation fees.
6. That the Applicant's last rate increase was April, 2021.
7. 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 Red Carpet Moving, Inc. d/b/a Red Carpet 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

R. David Groover, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

RED CARPET MOVING, INC. dba RED CARPET MOVING
Household Goods Tariff Number 1

RATES AND CHARGES

295. Estimate of Charges

Carrier shall, if requested by the shipper after a visual inspection of the goods, give to 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 actual charge for the service.

300. Application of Rates

Applying to shipments having a point of origin and/or destinations within Clark County

| | | |
|--------------------|-------------------|--|
| 1 man and 1 truck | \$109.00 per hour | } \$50 / MAN HOUR \$59 / TRUCK HOUR |
| 2 men and 1 truck | \$159.00 per hour | |
| 3 men and 1 truck | \$209.00 per hour | |
| 4 men and 2 trucks | \$318.00 per hour | |

Original tariff issued: 02/22/2006

Last amended: 10/23/2019

Issued by:
Jon Powell, President
5435 S. Procyon St.
Suite 200
Las Vegas, NV 89118

ACCEPTED

APR 08 2021

Nevada Transportation Authority
Las Vegas, Nevada

RED CARPET MOVING, INC. dba RED CARPET MOVING
Household Goods Tariff Number 1

RATES AND CHARGES

300 Cont.

All Shipments are subject to a three-hour minimum charge Monday through Saturday. Sunday shipments are subject to a four-hour minimum charge. This would apply to all moves, local and long distance.

- A. If a shipment has a point of origin and a point of destination within the greater Las Vegas area (including North Las Vegas and Green Valley), the hourly charges apply from the point of origin and the point of destination – meaning charges start when we arrive at the shipper's load address and end upon completion of the move at the shipper's offload address.
- B. If the Shipment has a point of origin outside of the greater Las Vegas area (including North Las Vegas and Green Valley) and a point of destination within the greater Las Vegas area, the hourly charges begin at the carrier's dock as the point of origin and continue thereafter to the shipment pick-up point: charges end at the point of completion of the move at shipper's final destination address.
- C. If the shipment has a point of origin within the greater Las Vegas area (including North Las Vegas and Green Valley) and a point of destination outside the Greater Las Vegas area, the hourly charges begin at the shipper's pickup point as the point of origin and continue thereafter to the carrier's dock as the point of destination.
- D. Long Distance rates as they apply to two (2) points within the state of Nevada with a destination or origin over 50 miles from Clark County will be charged the same as the local standard moving rate. The charges would begin at the carrier's dock as the point of origin and end at the point of destination at carrier's dock.

Issued: February 22, 2006

Effective:

Issued by:
Jon Powell
5435 C. Procyon Street, Suite 200
Las Vegas, Nevada 89118



RED CARPET MOVING, INC. dba RED CARPET MOVING
Household Goods Tariff Number 1

RATES AND CHARGES

295. Estimate of Charges

Carrier shall, if requested by the shipper after a visual inspection of the goods, give to 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 actual charge for the service.

300. Application of Rates

Applying to shipments having a point of origin and/or destinations within Clark County

| | |
|--------------------|-------------------|
| 1 man and 1 truck | \$114.00 per hour |
| 2 men and 1 truck | \$179.00 per hour |
| 3 men and 1 truck | \$244.00 per hour |
| 4 men and 2 trucks | \$358.00 per hour |

Original tariff issued: 02/22/2006

Last amended: 04/08/2021

Issued by:
Jon Powell, President
5435 S. Procyon St.
Suite 200
Las Vegas, NV 89118

RED CARPET MOVING, INC. dba RED CARPET MOVING
Household Goods Tariff Number 1

RATES AND CHARGES

300 Cont.

All Shipments are subject to a three-hour minimum charge Monday through Saturday. Sunday shipments are subject to a four-hour minimum charge. This would apply to all moves, local and long distance.

- A. If a shipment has a point of origin and a point of destination within the greater Las Vegas area (including North Las Vegas and Green Valley), the hourly charges apply from the point of origin and the point of destination – meaning charges start when we arrive at the shipper's load address and end upon completion of the move at the shipper's offload address.
- B. If the Shipment has a point of origin outside of the greater Las Vegas area (including North Las Vegas and Green Valley) and a point of destination within the greater Las Vegas area, the hourly charges begin at the carrier's dock as the point of origin and continue thereafter to the shipment pick-up point: charges end at the point of completion of the move at shipper's final destination address.
- C. If the shipment has a point of origin within the greater Las Vegas area (including North Las Vegas and Green Valley) and a point of destination outside the Greater Las Vegas area, the hourly charges begin at the shipper's pickup point as the point of origin and continue thereafter to the carrier's dock as the point of destination.
- D. Long Distance rates as they apply to two (2) points within the state of Nevada with a destination or origin over 50 miles from Clark County will be charged a discounted hourly moving rate of \$129 per hour for two men and a truck and \$174 per hour for three men and a truck. The charges would begin at the carrier's dock as the point of origin and end at the point of destination at carrier's dock.
- E. Ancillary fees charged as follows:
 - 3% processing fee on all credit/debit card payments
 - \$100 fee for the use of the following equipment (a) piano boards (b) pallet jacks
 - Less than 24-hour notice of cancellation – equivalent of a 3-hour charge
 - Overnight hold-on-truck fee \$225.00 per truck/per night

Issued: February 22, 2006

Effective:

Issued by:
Jon Powell
5435 C. Procyon Street, Suite 200
Las Vegas, Nevada 89118

Agenda Item#

74

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of High Altitude Services,)
LLC d/b/a Reno Tahoe Movers for authority to) Docket 22-01014
modify tariff rates pursuant to NAC 706.1384.)
_____)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
Deputy Commissioner Jennifer De Rose

ORDER

Based on the evidence of record, the Nevada Transportation Authority ("Authority") makes the following findings:

1. That on January 18, 2022, an Application was filed with the Authority by High Altitude Services, LLC d/b/a Reno Tahoe Movers ("Applicant"), a carrier certificated to provide transportation of household goods as described in Certificate of Public Convenience and Necessity ("CPCN") 3372, for authority to modify tariff rates pursuant to NAC 706.1384. Said Application was designated as docket 22-01014.
2. That the Application was properly noticed to the public and there were no Petitions for Leave to Intervene or Protests filed.
3. That the Applicant seeks to combine the existing two rate categories into a single rate category and increase the following hourly rates:

| Service | Old Rates | Old Rates | New Rate |
|------------------------|---------------|------------------|-----------|
| | Jan, Feb, Mar | Remaining months | 12 months |
| Driver, Labor, Vehicle | \$140 | \$150 | \$160.00 |
| Additional Laborer | \$50 | \$55 | \$65.00 |

4. That the proposed hourly rates are within the range of rates for similar services.

5. That the Applicant has not requested a rate increase since May 2021.
6. 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 High Altitude Services, LLC d/b/a Reno Tahoe Movers 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

R. David Groover, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

**High Altitude Services, LLC dba. Reno Tahoe Movers
NEVADA HOUSEHOLD GOODS TARIFF NO. 1**

| ITEM | SECTION IV | RATES |
|------|--|---------------------------------------|
| 330 | APPLICATION OF RATES | |
| | For definition of a vehicle, see item 130 of this tariff | |
| | C. The following hourly rates apply to shipments moving 100 miles or less from the carrier's base of operations and include loading and unloading to driving between origin and destination. The hourly rate begins and ends at carrier's base of operations and are broke down into 15 minute intervals after the required 5 hour minimum has been reached. | |
| | For the months of January, February, and March. | |
| | Driver, Laborer, and vehicle | \$140.00 per hour (5 hour minimum) |
| | Each Additional Laborer | \$50.00 per hour |
| | Mileage Fee | \$1.00/mile for mileage over 50 miles |
| | For the months of April through December. | |
| | Driver, Laborer, and vehicle | \$150.00 per hour (5 hour minimum) |
| | Each Additional Laborer | \$55.00 per hour |
| | Mileage Fee | \$1.00/mile for mileage over 50 miles |
| | D. Overtime Rates | |
| | In the event that carrier is on site more than 10 hours per day, any hourly rates over the 10 hours will be billed at a rate of 150% of regular rates. | |

ISSUED: March 12th, 2021

Effective:

ISSUED BY:
Nicholas Hebert, OWNER
PO Box 6005
Stateline, NV 89449

**High Altitude Services, LLC dba. Reno Tahoe Movers
NEVADA HOUSEHOLD GOODS TARIFF NO. 1**

| ITEM | SECTION IV | RATES |
|------|--|---------------------------------------|
| 330 | APPLICATION OF RATES | |
| | For definition of a vehicle, see item 130 of this tariff | |
| | C. The following hourly rates apply to shipments moving 100 miles or less from the carrier's base of operations and include loading and unloading to driving between origin and destination. The hourly rate begins and ends at carrier's base of operations and are broke down into 15 minute intervals after the required 5 hour minimum has been reached. | |
| | Driver, Laborer, and vehicle | \$160.00 per hour (5 hour minimum) |
| | Each Additional Laborer | \$65.00 per hour |
| | Mileage Fee | \$1.00/mile for mileage over 50 miles |
| | D. Overtime Rates | |
| | In the event that carrier is on site more than 10 hours per day, any hourly rates over the 10 hours will be billed at a rate of 150% of regular rates. | |

Issued: January 15, 2022

Effective:

ISSUED BY:
Nicholas Hebert, OWNER
PO Box 6005
Stateline, NV 89449

Agenda Item#

75

Docket 22- 01019 The NTA Investigation of Non-Consent Tow Tariff Rates for reconsideration of COVID-19 related rates that may not be considered just and reasonable pursuant to NRS 706.311. The Authority will discuss and determine the appropriate process for addressing such rates. Staff investigation concluded. (RDG)



COMMERCE AUTO TOWING INC
TOW CAR TARIFF
CPCN #7293

NON- CONSENT TOW SERVICES
CATEGORY A/B

| | <u>DAY RATE</u> | <u>NIGHT RATE</u> |
|---|-----------------|-------------------|
| COVID-19 FEE (FLAT RATE PER VEHICLE) | \$ 5.00 | \$ 5.00 |

TO RECOVER THE COST OF PROVIDING COVID-19 RELATED SUPPLIES AND THE COST AND MAN POWER TO KEEP TRUCKS CLEAN. THIS COST WILL REFLECT OUR EXPENSE FOR SUPPLIES AND SERVICES PURSUANT TO GUIDELINES SET BY THE UNITED STATES CENTERS FOR DISEASE CONTROL AND PREVENTION, IMPLEMENTED BY THE STATE OF NEVADA.

Issued:

06/22/2020

Issued by:

VARDAN PILAFDZHYAN, PRESIDENT
COMMERCE AUTO TOWING, INC.
1407 S INDUSTRIAL RD
LAS VEGAS, NV 89102

Effective:

ACCEPTED

SEP 17 2020

Nevada Transportation Authority
Las Vegas, Nevada

Agenda Item# 75

**Additional material provided
after initial posting of
supporting material but prior to
meeting.**

Commerce Auto Towing
Request to Rescind COVID-19 Rate
February 17, 2022

Request:

Staff is requesting the Authority to rescind Commerce's COVID-19 rate, which was approved on 9/17/2020 for \$5.00 per vehicle (Attachment A). Commerce is the only tow carrier that was approved to charge this rate.

Staff currently opines the rate is not necessary since tow carriers do not transport passengers and considered excessive when compared to passenger carriers' COVID-19 rate. For example, various charter limousine carriers' COVID rate is \$3.00 per vehicle when transporting up to 15 passengers and \$7.00 per vehicle when transporting 16 and more passengers in a single vehicle. Additionally, Commerce did not provide financials to support their proposed COVID rate.

Attachments

- A. Commerce COVID tariff page

Agenda Item#

76

Public Comment

Agenda Item#

77

WebEx Instructions

Agenda Item#

78

Public Comment

Agenda Item#

79

STEVE SISOLAK
Governor

STATE OF NEVADA



DEPARTMENT OF BUSINESS AND INDUSTRY
NEVADA TRANSPORTATION AUTHORITY

PETITION FOR RECONSIDERATION

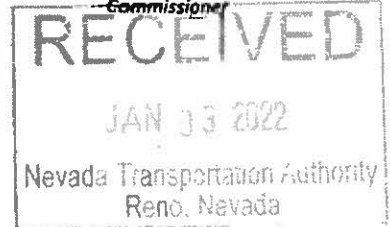
22-01005

TERRY REYNOLDS
Director B&I

DAWN GIBBONS
Chair

GEORGE ASSAD
Commissioner

R. DAVID GROOVER
Commissioner



Docket ☐ / Citation ☐ / Impound ☐ / Permit ☒ #: 001713

Petitioner's Name: Olivas, James Telephone: 7758483993

Mailing Address: 960 Manzanita Ln., Reno, NV 89509

Reason for request: I am making a valiant attempt at re-instating my permit. On November 15,
2021 my permit was discontinued due to a failed drug screening for marijuana. Under no circum-
mstances will I EVER attempt to justify nor excuse my behavior. I understand that there are
strict guidelines against the usage of any type of mind altering substances for individuals who
have been approved to transport the public. Therefore I am making a comittment to refrain from
EVER partaking in such substances again!

I have been driving cab now for approximately 7 years and consider myself to be an
understanding serivce member. I want to rectify my choices, redeem myself for my actions,
and return, once again, to the driving profession. If I am allowed to do this I commit to
putting more effort into my sobriety. For I have already taken these steps by eradicating the
use of marijuana from my life.

Thank you very much for your time and consideration.

Signature: 

Date: 1-3-22

\$50 Filing Fee

Agenda Item#

80

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

PETITION FOR RECONSIDERATION

Docket /Citation/Impound/Permit #: _____

Driver/Company Name: Rico Quintan Telephone: 7027621101

Mailing Address: 3229 CRESTED MOSS AVE NORTH LAS VEGAS, NV 89041

Reason for request: I have a hearing in 6/2018 to pay a fine/
ticket from 2010 that I wasn't aware of so I paid
the fine days after hearing in 6/2018. I was never
sent any thing else about the ticket after I payed the
fine. So asking for your reconsideration to be off your
don't miss list Thank you NTA Board.

Signature: _____

Date: 12/28/21

\$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

12/29/21 rmb

Agenda Item#

81

**16-11028 – Temporary Transfer of Operating Rights
16-11029 – Sale And Transfer Application**

ALV Certificates prior to attempted purchase of 1125:

1104.1 Acquired from RET Services, Inc 7/31/12, 8 Vehicles

1090.1 Management agreement with Pro-Action 9/21/15, Acquired 8/25/16, 5 Vehicles

11/18/16 – filed both applications

16-11029 Proforma Financials indicated an additional 10 vehicles requested

12/7/16 – Motion for Interim Authority. Approved by George Assad 12/23/16.

7/27/2017 – General Session – Authority Approved Interim Order granting temporary transfer of operating rights. Interim Order in effect until 7/27/19

4/28/17 - All Resort Group, parent to Lewis Carriages files bankruptcy

11/1/17 – Unreported change in ownership of ALV, resulting in Mulugeta Abraham being 100% owner. No S&T application on file.

3/1/18 General Session - Status Check

Carson requested item be pushed out 90 days to accommodate communications with bankruptcy court

7/10/18 – Signs Management agreement with Western Limousine – unlimited CPCN

7/26/18 General Session

16-11029 Tabled to next agenda

9/17/18 General Session

Tabled to November agenda

11/9/18 General Session

Trustee to assume position of seller. Tabled for 90 days

2/21/19 General Session

Carson detailed information regarding status of payments and releasing certificate to proceed with transfers. Carson indicates financials to be submitted within 3 weeks.

4/4/19 – Crown Limo granted temporary operating rights to CPCN 1104

8/27/19 – Floyd's file lawsuit against Abraham, and court grants motion and orders Floyd to submit an Application to the NTA to qualify for the transfer.

3/30/20 – Court amends order modifying the original order on 11/5/19 to reference CPCN 1125 instead of 1104

7/7/20 – Notice from Trustee that ALV has paid full purchase price for CPCN 1125

7/22/20 General Session

Staff requests the application amendment be filed within 15 business days (amended to Exhibit Q) and the remaining documentation be filed within 60 days

FINANCIAL REPORT HISTORY

Period Ending 6/30/19

Difference in bank balance of (\$67, 739)

Period ending 12/31/19 Annual Report

Difference in bank balance of (\$79,255)

Equity Ratio 18.5%, below requirements of NAC 706.149

Period ending 6/30/20

Multiple bank accounts missing from balance sheet, reported as no longer being used

Period ending 6/30/20 amended

Previously removed bank accounts added back

Cash Balance changed from 4,402 to 279,565

Current Assets changed from 21.342 to 554, 242

Total liabilities changed from 1,848,816 to 2,381,716

Equity changed from 26% to 22%, still above NAC 706.149

No depreciation expense entered for 6 months

Adding Depreciation expense and accumulated depreciation lowered equity ratio to 12.5%.

Conclusion

The Financial statements presented have not been consistent and are not in conformity with U.S. GAAP

The following Goodwill amounts have been listed on various ALV reports for Western Limousine, which would indicate a change in ownership:

- 2018 Annual Report - \$82,000
- 6/30/2019 Interim Report - \$130,000
- 2019 Annual Report - \$178,000
- 6/30/2020 Interim Report - \$194,000
- 2020 Annual Report - \$194,000

No ownership changes for Western Limousine have been reported to the NTA.

Lewis Carriages, LLC CPCN 1125
Sale and Transfer Application
Dockets 16-11028 and 16-11029

Tabled from January 13, 2022 General Session

Application Summary:

On November 18, 2016, Lewis Carriages, Inc d/b/a All Resort Limousine ("Lewis") and Abraham Limo Services Inc. d/b/a ALV ("ALV") filed joint applications for temporary transfer of operating rights under 16-11028 and under 16-11029 for Lewis to sell and transfer and ALV to purchase and acquire the authority granted under CPCN 1125, Sub 1. ALV was granted interim authority on December 23, 2016.

At the time of the Application ALV's owners/members were William E. Floyd ("Floyd") at 51%, Mulugeta Abraham ("MA") at 48% and Josh Floyd at 1%. Staff has learned that Floyds sold their share to MA resulting in MA being the 100% owner of ALV in 2017. To date the sale and transfer application has not been filed for this transaction.

Staff has been working on these applications for a very long time, (**Attachment A**). ALV has been operating under this CPCN since December 23, 2016 under temporary interim approval. There have been multiple delays with the Dockets. The delays were caused by the bankruptcy of the transferor company, then Staff's inability to obtain acceptable financial documents from ALV dating back to 2019 and now by citations which have not been adjudicated. The citations have been contested and will now require a hearing. The hearing will add additional time to the processing of the dockets, thus resulting in stale dated financials and the circle begins again. As of the June 30, 2021 balance sheet ALV is reporting 20% equity and the financial information is still less than reliable as the balance sheet appears to evidence another unreported sale and transfer (**Attachment B**). The background for this application remains incomplete due to outstanding violations which have not yet been adjudicated.

Staff is requesting for the 3rd time, an Order to Show Cause be issued to ALV as to why their certificates should not be revoked due to the fact that we are still not able to process the sale and transfer application after five (5) years. (5/13/21 and 7/27/21 general sessions)

Note:

The Sale and Transfer application, Docket 16-11029, requested an additional 10 vehicles. An amendment removing that request to add an additional 10 vehicles was requested multiple times and was promised but has yet to be filed. A recent cursory review of a past docket 15-06002 which was filed for an expansion of ALV's authority and later withdrawn, was to add 10 vehicles. Therefore, the 10 vehicles issue appears to be an error from using the same pro-forma documents for both applications, i.e., a clerical issue. Staff is not support of any increase in the number of vehicles.

///

Carrier's History:

Lewis was granted the authority to provide charter limousine service under CPCN 1125 with a fleet restriction of eight (8) vehicles (**Attachment C**). Subsequent to Dockets 16-11028 and 16-11029 being filed, Lewis filed bankruptcy. On July 7, 2020 ALV received a letter from David L. Miller, Chapter 7 Trustee, Bankruptcy #17-23687 affirming that ALV had paid the full purchase to transfer Lewis Stages CPCN 1125 to their business ALV, (**Attachment D**).

On April 4, 2019 Crown Limo was granted temporary operating rights of CPCN 1104, the original certificate granted to ALV. The temporary approval was extended for an additional nine (9) months through April 27, 2022. The sale and transfer has been filed under Docket 21-11013.

A lawsuit between the original owners of ALV (Floyd and MA) resulted in a District Court Order dated November 5, 2019, Case No. A-19-800895-B, granting CPCN 1104 reverting to Floyd – prior 51% owner of ALV, unknown to this agency since the 51% transfer to MA was never filed, as mentioned above. (**Attachment E**)

On March 30, 2020, the Nevada District Court amended the above referenced order to allow ALV to transfer CPCN 1125 in place of 1104. Floyd's attorney Briana Martinez, ESQ. filed the application to transfer CPCN 1125 from ALV to Royalty Luxury Transportation, LLC ("Royalty") on December 3, 2021, Docket 21-12003. Floyd is the sole member of Royalty. (**Attachment F**)

Docket 16-11028 and 16-11029

Related to the bankruptcy issue and on the following general sessions:

March 1, 2018 items 83 through 84 –

85. Docket 16-11028 Status check regarding the previously approved Joint Application of Lewis Carriages, Inc. d/b/a All Resort Limousine, for a temporary transfer of operating rights under CPCN 1125 to Abraham Limo Service, Inc. Staff investigation concluded. (GA)

86. Docket 16-11029 Status check regarding the Joint Application of Lewis Carriages, Inc. d/b/a All Resort Limousine, to sell and Abraham Limo Service, Inc. to purchase and acquire the authority to provide charter limousine, airport transfer, and special services granted under CPCN 1125. Staff investigation concluded. (AB)

Items 84 through 86 were considered collectively.

Brent Carson, Esquire appeared on behalf of the Applicants and detailed the procedural history of the dockets. Mr. Carson requested this item be pushed out 90 days to accommodate his communication with the bankruptcy trustee. The items were moved to the July 26, 218 general session.

July 26, 2018 items 63 and 64

63. Docket 16-11028 Status check regarding the previously approved Joint Application of Lewis Carriages, Inc. d/b/a All Resort Limousine, for a temporary transfer of operating rights under CPCN 1125 to Abraham Limo Service, Inc. Staff investigation concluded. (GA)

64. Docket 16-11029 Status check regarding the Joint Application of Lewis Carriages, Inc. d/b/a All Resort Limousine, to sell and Abraham Limo Service, Inc. to purchase and acquire the authority to provide charter limousine, airport transfer, and special services granted under CPCN 1125. Staff investigation concluded. (GA)

Items 62, 63 and 64 were heard collectively. Brent Carson, Esquire and Brian Holthus, Esquire appeared on behalf of the Applicants. Mr. Carson and Mr. Holthus offered a statement of explanation of the procedural history of the bankruptcy. Item tabled to the next subsequent Agenda. Approved 3-0.

September 7, 2018

93. Docket 16-11028 Status check regarding the previously approved Joint Application of Lewis Carriages, Inc. d/b/a All Resort Limousine, for a temporary transfer of operating rights under CPCN 1125 to Abraham Limo Service, Inc. Staff investigation concluded. (GA)

94. Docket 16-11029 Status check regarding the Joint Application of Lewis Carriages, Inc. d/b/a All Resort Limousine, to sell and Abraham Limo Service, Inc. to purchase and acquire the authority to provide charter limousine, airport transfer, and special services granted under CPCN 1125. Staff investigation concluded. (AB)

** Refer to Docket for Lewis Carriages Inc. internal Sale transfer ATTACHMENT A 1/3*

Items 91, 93 and 94 were heard collectively. Brent Carson, Esquire and Brian Holthus, Esquire appeared on behalf of Abraham Limo and gave a statement of explanation and requested the item be tabled for 60 days to the November 9th Agenda. Approved 3-0

November 8, 2018

- 125. Docket 16-11028** Status check regarding the previously approved Joint Application of Lewis Carriages, Inc. d/b/a All Resort Limousine, for a temporary transfer of operating rights under CPCN 1125 to Abraham Limo Service, Inc. Staff investigation concluded.
- 126. Docket 16-11029** Status check regarding the Joint Application of Lewis Carriages, Inc. d/b/a All Resort Limousine, to sell and Abraham Limo Service, Inc. to purchase and acquire the authority to provide charter limousine, airport transfer, and special services granted under CPCN 1125. Staff investigation concluded.

**
Items 124, 125 and 126 were considered collectively. Brian Holthus, Esquire appeared and explained the Trustee will assume the position of the Seller and that they have agreed to move forward with the Sale. Motion to continue for an additional 90 days approved 3-0*

February 21, 2019

- 136. Docket 16-11028** Status check regarding the previously approved Joint Application of Lewis Carriages, Inc. d/b/a All Resort Limousine, for a temporary transfer of operating rights under CPCN 1125 to Abraham Limo Service, Inc. Continued for 90 days from November 9, 2018 General Session. Staff investigation concluded.
- 137. Docket 16-11029** Status check regarding the Joint Application of Lewis Carriages, Inc. d/b/a All Resort Limousine, to sell and Abraham Limo Service, Inc. to purchase and acquire the authority to provide charter limousine, airport transfer, and special services granted under CPCN 1125. Continued for 90 days from November 9, 2018 General Session. Staff investigation concluded.

*Items 136 and 137 were considered collectively.
Brent Carson, Esquire detailed information regarding status of payments and releasing the certificates to proceed with the transfers. He indicated the information for financials will be submitted within 3 weeks. Approved to table to a subsequent General Session 3-0*

Related to the financial review and on the following general sessions:

July 22, 2020

Docket 16-11028 and 16-11029 The Joint Applications of Lewis Carriages, Inc. d/b/a All Resort Limousines for authority to sell and transfer and Abraham Limo Service, Inc. to purchase and acquire the authority to provide charter limousine, airport transfer and special service within the State of Nevada granted under CPCN 1125 through application for temporary transfer of

** deferred at page 1/3*

A 2/3

operating rights and through application for final sale and transfer, respectively. Staff investigation concluded. (GA)

Brent Carson, Esquire appeared on behalf of Lewis Carriages. Applications Manager Liz Babcock summarized the procedural history of the dockets and requested the application amendment be filed within 15 business days and that the remaining documentation be filed within 60 days. Approved 3-0

May 13, 2021

Docket 16-11028 and 16-11029 The Joint Applications of Lewis Carriages, Inc. d/b/a All Resort Limousines for authority to sell and transfer and Abraham Limo Service, Inc. to purchase and acquire the authority granted under CPCN 1125 and Staff's recommendation to issue an Order to Show Cause as to why the CPCN should not be revoked. Staff investigation concluded.

Brent Carson, Esquire, appeared on behalf of the Applicant. Applications Manager Liz Babcock summarized the procedural history of the docket. A lengthy discussion ensued. Suggestion that staff review financials that were submitted yesterday and either request a hearing or place on a subsequent Agenda for an Order to Show Cause. Application is to be tabled for 60 days to allow for review of financials. Approved 3-0

July 27, 2021

Docket 16-11028 and 16-11029 The Joint Applications of Lewis Carriages, Inc. d/b/a All Resort Limousines for temporary transfer of operating rights and for authority to sell and transfer, respectively, and Abraham Limo Service, Inc. to purchase and acquire the authority granted under CPCN 1125 and Staff's recommendation to issue an Order to Show Cause as to why the CPCN should not be revoked. Tabled from May 13, 2021, general session. Staff investigation concluded. (GA)

Item removed from Agenda prior to consideration. Agenda modified by a 2-0 vote to revisit Item 97. Brent Carson, Esq. appeared and offered a brief statement. Item tabled to September Agenda. Approved 2-0

A 3/3

Docket 16-11028/29
Financial Report Summary

1. Financial reports for period ending June 30, 2019 were submitted and audited.
 - The Equity ratio of this period submitted was 27.8%, with a reported cash balance of \$24,515.00.
 - When verifying the bank statements and the bank reconciliation reports, it was determined the register balance from the bank reconciliation reports was (\$43,224.00), a difference of \$(67,739.00)
 - Restating the balance sheet to correct the cash balance, the equity ratio was lowered to 26.2%, still above requirements as set forth by NAC 706.149.
2. The 2019 annual report, as submitted was reviewed for material differences between the annual report and the June 30, 2019 financial reports audited.
 - The cash balance was on the annual report was \$44,540 and the equity ratio was at 21.0% equity.
 - Upon verifying the bank reconciliation reports and corresponding register balances for the seven (7) bank accounts, it was determined the cash balance was (\$34,615.00), or a difference of \$(79,155.00).
 - Restating the balance sheet to correct the cash balance, the equity ratio was at 18.5%, below requirements of NAC 706.149.
3. On October 23, 2020 attorney Brent Carson sent the January through June 30, 2020 Balance Sheet.
 - The Balance sheet reflected a cash balance of \$4,287.76 as well as the bank reconciliation report for one bank account.
 - The Balance sheet did not reflect all the previous bank accounts.

ATTACHMENT B 1/3

- The Balance Sheet did not reflect any amounts for a PPP Loan
4. On October 26, 2020 I requested all bank statements for 2020 to support the revenues of \$1,087,724.22 as stated on the January through June 30, 2020 Profit and Loss.
 5. On December 17, 2020 I received an updated Balance Sheet for period ending June 30, 2020. No update to the June 30, 2020 P&L was provided.

- The Balance sheet included balances for all bank accounts previously reported as no longer being used. The main differences between the two balance sheets at June 30, 2020 received are as follows:

| | <u>BS 6/30/2020</u> | <u>BS 6/30/2020</u> |
|----------------------|----------------------|----------------------|
| | <u>Rx 10/26/2020</u> | <u>Rx 12/17/2020</u> |
| Total Cash | 4,402 | 279,565 |
| Total Current Assets | 21,342 | 554,242 |
| Total Assets | 2,498,796 | 3,031,696 |
| Total Liabilities | 1,848,816 | 2,381,716 |
| Total Equity | 649,979 | 649,979 |
| Equity Ratio | 26% | 22% |

6. When the 6/30/20 Balance Sheet was compared to the 12/31/19 balance sheet, it was noticed the Accumulated Depreciation was the same, so it appeared as though no Depreciation Expense or Accumulated Depreciation was entered for the first 6 months of 2020.

- After adding Depreciation Expense and Accumulated Depreciation to the balance sheet submitted on 12/27/20, the following balances were revised:

R 2/3

| | |
|-------------------|-----------|
| Total Assets | 2,722,629 |
| Total Liabilities | 2,381,716 |
| Total Equity | 340,913 |
| Equity Ratio | 12.5% |

- The restated Equity Ratio does not meet the minimum requirements of NAC 706.149

7. On May 13, 2021 the 2020 Annual Report was received.

- The Balance sheet did not include the PPP Loan Liability.
- When I inquired if the PPP Loan had been forgiven, I received an updated 12/31/2020 Balance Sheet on June 15, 2021.
- The main differences between the two balance sheets at December 31, 2020 received are as follows:

| | <u>BS 12/31/2020</u> | <u>BS 12/31/2020</u> |
|----------------------|----------------------|----------------------|
| | <u>Rx 5/13/2021</u> | <u>Rx 6/15/2021</u> |
| Total Cash | 52,467 | 52,467 |
| Total Current Assets | 127,812 | 670,712 |
| Total Assets | 1,703,904 | 2,246,804 |
| Total Liabilities | 1,400,490 | 1,943,390 |
| Total Equity | 303,420 | 303,420 |
| Equity Ratio | 17.8% | 13.5% |

Conclusions:

The Financial Reports as submitted by ALV have shown a history of not being consistent, and therefore, unreliable. Equity docket 21-06024 has been opened for the 2020 equity being below 20%.

R 3/3

NEVADA TRANSPORTATION AUTHORITY
ORDER
and
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Lewis Carriages, Inc.
d/b/a All Resort Limousine

CPCN 1125
Docket No. 13-09009

The Nevada Transportation Authority ("Authority") finds that the above-named carrier has complied with this Authority's Compliance Order dated January 22, 2015, 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 Lewis Carriages, Inc. d/b/a All Resort Limousine 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:

On-call irregular route transportation in charter service by limousine and
airport transfer service and special service within Clark County, Nevada

RESTRICTIONS:

The number of vehicles in the carrier's fleet shall be no more than eight
(8).

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,



Andrew J. MacKay, Chairman

Attest:


James Allen Day, Administrative Attorney

Dated: April 7, 2015
Las Vegas, Nevada



ATTACHMENT C

DAVID L. MILLER

Chapter 7 Trustee

PO Box 9

Farmington, UT 84025-0009

(801) 447-8777

July 7, 2020

**Abraham Limo Service, Inc.
c/o Olga Buonocore
4740 South Valley View Blvd.
Las Vegas, NV 89103**

re: All Resort Group – Bankruptcy #17-23687

Dear Olga Buonocore:

As the appointed Chapter 7 trustee, I affirm that Abraham Limo Service, Inc., has paid the full purchase price to transfer Lewis Stages CPCN 1125 to your business, Abraham Limo Service, Inc.

Sincerely,



**David L. Miller
Chapter 7 Trustee**

ATTACHMENT D-

1/2

Case # 17-23687 (Chapter 7)
Title All Resort Group, Inc
Filed 04/28/2017
Judge R. Kimball Mosier
Original Chapter 11
Previous Chapter 11
Vol / Invol Voluntary

Trustee David L. Miller
Contact Information P.O. Box 9
Farmington
UT 84025-0009
P (801) 447-8777
F (801) 447-8456
E davidlmillerpc@msn.com

341 meeting 10/16/2017 10 00 AM
Original Deadline for filing claims 12/21/2017

Questions about this case? Email the Bankruptcy Clerk or call 1-801-524-6687 to speak with a Case Administrator

D
2/2

*from
Docket
21-12003*

**ADDITIONAL INFORMATION
EXHIBIT (u)**

In February 2011, William E. Floyd, Joshua Floyd, and Mulugeta Abraham formed Abraham Limo Services, Inc., to operate a limousine and transportation service. William E. Floyd owned 51% of the shares, Mr. Abraham owned 48%, and Joshua Floyd owned the remaining 1%. Abraham Limo Services, Inc. was the holder of CPCN 1104. Mr. Abraham was responsible for managing the day-to-day operations of the company.

In November 2017, the Floyds and Mr. Abraham entered into an agreement for the Floyds to sell their interests in Abraham Limo Services, Inc., to Mr. Abraham. Under the terms of the agreement, Mr. Abraham promised to pay the Floyds the total principal amount of \$300,000 for their interests in the company. In reliance on that promise, the Floyds agreed to transfer their stock in Abraham Limo Services, Inc., to Mr. Abraham and rescind all rights, title, or interest in the company and operating certificate CPCN 1104.

To secure his obligation to pay the Floyds \$300,000 for their shares in the company, Mr. Abraham executed a Secured Promissory Note in favor of the Floyds. Under the terms of the Note, Mr. Abraham promised to pay the Floyds the total principal amount of \$300,000 in consecutive monthly payments of \$5,000 commencing on November 15, 2017 through March 15, 2020, without any interest. To secure his payment obligations to the Floyds under the Note, Mr. Abraham agreed, in both the Note and a separate written Pledge Agreement, to grant William E. Floyd a security interest in operating certificate CPCN 1104 issued by the NTA. To perfect this security interest, Mr. Abraham, on behalf of both himself and Abraham Limo, executed a UCC-1 Financing Statement pledging CPCN 1104 as security for his obligations under the Note.

Unfortunately, Mr. Abraham did not perform. He never made any of the payments required by the Note. As a result of his default, the Eighth Judicial District Court granted William E. Floyd's Motion for Claim and Delivery and Writ of Possession on September 9, 2019. The court ordered William E. Floyd to submit an application pursuant to NRS 706.6411 to qualify for the transfer of CPCN 1104.3 to his chosen designee(s). William E. Floyd's chosen designee is Applicant-Buyer Royalty Luxury Transportation, LLC. The parties subsequently settled and agreed to transfer CPCN 1125 instead of 1104.3

See attached Court Order Granting Motion for Claim and Delivery and Writ of Possession and Preliminary Injunction

Steven D. Grierson

1 **NEOJ**
2 **KAEMPFER CROWELL**
3 **Robert McCoy, No. 9121**
4 **Briana E. Martinez, No. 14919**
5 **1980 Festival Plaza Drive, Suite 650**
6 **Las Vegas, Nevada 89135**
7 **Telephone: (702) 792-7000**
8 **Facsimile: (702) 796-7181**
9 **Email: rmccoy@kcwvlaw.com**
10 **Email: bmartinez@kcwvlaw.com**

11 **Attorneys for William E. Floyd and**
12 **Joshua Floyd**

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 **WILLIAM E. FLOYD, an individual; and**
16 **JOSHUA FLOYD, an individual,**

17 **Plaintiffs,**

18 **vs.**

19 **MULUGETA ABRAHAM, an individual;**
20 **ABRAHAM LIMO SERVICE, INC., a Nevada**
21 **corporation; CROWN LIMO, LLC, a Nevada**
22 **Limited Liability Company,**

23 **Defendants.**

Case No. A-19-800895-B
Dept. No. XXVII

NOTICE OF ENTRY OF AMENDED
ORDER GRANTING MOTION FOR
CLAIM AND DELIVERY AND WRIT OF
POSSESSION

and

PRELIMINARY INJUNCTION

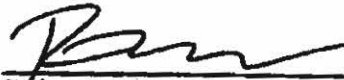
24 **PLEASE TAKE NOTICE that an Amended Order Granting Motion for Claim and**
Delivery and Writ of Possession and Preliminary Injunction was entered in the above-referenced
case on the 30th of March, 2020.

E 2/4

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

A true and correct copy of the Order is attached as Exhibit A.

KAEMPFER CROWELL



Robert McCoy, No. 9121
Briana E. Martinez, No. 14919
1980 Festival Plaza Drive, Suite 650
Las Vegas, Nevada 89135

Attorneys for William E. Floyd and
Joshua Floyd

E 3/4

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that service of the **AMENDED ORDER**
3 **GRANTING MOTION FOR CLAIM AND DELIVERY AND WRIT OF POSSESSION**
4 **AND PRELIMINARY INJUNCTION** was made on this date to the following counsel of
5 record and/or parties by electronic transmission through the Eighth Judicial District Court's
6 electronic filing system, to all parties appearing on the electronic service list in Odyssey E-File to
7 the following:

8 Brent Carson
9 **BRENT CARSON LLC**
10 7935 West Sahara Avenue, Suite 101
11 Las Vegas, Nevada 89117
12 bac@bwinriercarson.com

13 Attorney for Mulugeta Abraham; and
14 Abraham Limo Service, Inc.

15 **DATED this 2nd day of April, 2020.**

16 /s/ Desiree Staggs
17 an employee of Kaempfer Crowell

18
19
20
21
22
23
24 E 4/4

Steven D. Grierson

1 **ORDER**
2 **KAEMPFER CROWELL**
3 **Robert McCoy, No. 9121**
4 **Briana E. Martinez, No. 14919**
5 **1980 Festival Plaza Drive, Suite 650**
6 **Las Vegas, Nevada 89135**
7 **Telephone: (702) 792-7000**
8 **Facsimile: (702) 796-7181**
9 **Email: rmccoy@kcnylaw.com**
10 **Email: bmartinez@kcnylaw.com**

11 **Attorneys for William E. Floyd and**
12 **Joshua Floyd**

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 **WILLIAM E. FLOYD, an individual; and**
16 **JOSHUA FLOYD, an individual,**

17 **Plaintiffs,**

18 **vs.**

19 **MULUGETA ABRAHAM, an individual;**
20 **ABRAHAM LIMO SERVICE, INC., a Nevada**
21 **corporation; CROWN LIMO, LLC, a Nevada**
22 **Limited Liability Company,**

23 **Defendants.**

Case No. A-19-800895-B
Dept. No. XXVII

**AMENDED ORDER GRANTING
MOTION FOR CLAIM AND DELIVERY
AND WRIT OF POSSESSION**

and

PRELIMINARY INJUNCTION

24 This matter came for hearing on September 9, 2019 on the Motion for Claim and
Delivery on Order Shortening Time filed by plaintiffs William E. Floyd and Joshua Floyd ("the
Floyds"). In their motion, the Floyds move for prejudgment relief in the form of an order
directing the clerk to issue a writ of possession for a limousine operating license held by
defendants Mulugeta Abraham and Abraham Limo Service, Inc. ("Abraham Limo"). Counsel
for both the Floyds and Abraham Limo appeared and argued at the hearing. Defendant Crown
Limo, LLC ("Crown Limo") did not appear. The Court, having reviewed the papers and

1 pleadings on file, the points and authorities in support of the briefs, and considering the oral
2 argument at the hearing makes the following Findings of Fact and Conclusions of Law and
3 issues the following Amended Order:

4 **FINDINGS OF FACT¹**

5 1. The Floyds and Mr. Abraham originally formed Abraham Limo to operate
6 a limousine and transportation service.

7 2. Abraham Limo is currently the holder of a limousine operating license
8 (Certificate of Public Convenience and Necessity ("CPCN")) issued by the Nevada
9 Transportation Authority ("NTA"), referred to as CPCN 1125².

10 3. It is more likely than not that, in or around November 2017, the Floyds
11 and Mr. Abraham reached an agreement for the Floyds to sell their interests in Abraham Limo to
12 Mr. Abraham.

13 4. It is more likely than not that, under the terms of their agreement, Mr.
14 Abraham promised to pay the Floyds the total principal amount of \$300,000 for their interests in
15 Abraham Limo.

16 5. It is more likely than not that, Mr. Abraham executed a Secured
17 Promissory Note in favor of the Floyds to secure his obligation to pay the Floyds \$300,000 for
18 their shares in Abraham Limo.

19 6. It is more likely than not that, to secure his payment obligations to the
20 Floyds, Mr. Abraham agreed, in both the a Secured Promissory Note and a separate written
21

22 ¹ These Findings of Fact are made for the purpose of deciding this motion only and without
23 prejudice to further motions and orders of this Court.

24 ² Since the entry of the original Order on November 5, 2019, the Parties have agreed to transfer
CPCN 1125 to the Floyds instead of CPCN 1104 and modify the original Order to reference
CPCN 1125.

1 Pledge Agreement, to grant plaintiff William E. Floyd a security interest in operating certificate
2 CPCN 1125 issued by the NTA.

3 7. A UCC-1 Financing Statement reflecting the aforementioned interest was
4 recorded with the Nevada Secretary of State.

5 8. It is more likely than not that Mr. Abraham has not made any of the
6 payments required by the Secured Promissory Note.

7 9. The Floyds caused Mr. Abraham to be served with a default notice of his
8 payment obligations under the Secured Promissory Note in or around August 2018.

9 10. It is more likely than not that Mr. Abraham failed to respond to the default
10 notice within 30 days, as required under the terms of the Secured Promissory Note and has still
11 not cured the default.

12 11. Mr. Abraham and/or Abraham Limo have transferred operating control of
13 operating certificate to another limousine operator, defendant Crown Limo. The NTA shows
14 operating certificate CPCN 1125, though issued to Abraham Limo, is being operated by Crown
15 Limo.

16 12. It is more likely than not that the transfer of the operating authority in
17 operating certificate CPCN 1125 by Mr. Abraham or Abraham Limo may put the Floyds'
18 security interest in the subject collateral at risk.

19 **CONCLUSIONS OF LAW**

20 1. The Floyds' security interest takes priority over Crown Limo's rights in
21 the operating certificate that Crown Limo might have obtained from Mr. Abraham or Abraham
22 Limo pursuant to NRS 104.9203(2).
23
24

1 2. The Floyds have met their burden under NRS 31.850 that it is more likely
2 than not that Mr. Abraham has defaulted on his payment obligations under the Secured
3 Promissory Note.

4 3. Pursuant to NRS 31.840 *et seq.*, plaintiff William E. Floyd is therefore
5 conditionally entitled to possession of operating certificate CPCN 1125 because it was pledged
6 as collateral for Mr. Abraham's payment obligations to the Floyds, subject to the limitations
7 outlined below.

8 4. Because NRS 706.6411 requires the approval of the NTA to transfer an
9 operating certificate, a writ of possession cannot issue for operating certificate CPCN 1125 until
10 the NTA has approved William E. Floyd and/or his designee(s) to be issued the operating
11 certificate in his name (and/or that of his designee(s)).

12 5. Pending the NTA's approval of the transfer of operating certificate CPCN
13 1125 to William E. Floyd and/or his designee(s), a preliminary injunction should issue that
14 prevents Mulugeta Abraham, Abraham Limo Service Inc., and Crown Limo, LLC, and their
15 officers, agents, servants, and employees, pursuant to NRS 31.859, from transferring, assigning,
16 pledging, or encumbering, in any way, the operating certificate CPCN 1125.

17 6. No undertaking is required before this writ of possession can issue
18 pursuant to NRS 31.863(2) because it is more likely than not that the Floyds are a secured party.

19 **ORDER**

20 Based on the above Findings of Facts and Conclusions of Law, IT IS HEREBY
21 ORDERED that the Motion for Claim and Delivery on Order Shortening Time is GRANTED
22 subject to the conditions below.

1 IT IS FURTHER ORDERED that the plaintiff William E. Floyd shall submit an
2 application pursuant to NRS 706.6411 and any other provision to the Nevada Transportation
3 Authority to qualify for transfer of operating certificate CPCN 1125 to his chosen designee(s).

4 IT IS FURTHER ORDERED that Mulugeta Abraham, Abraham Limo Service
5 Inc., and Crown Limo, LLC shall provide prompt cooperation as necessary to complete and/or
6 submit the transfer application ordered in the previous paragraph of this Order, including
7 providing all necessary signatures and information and/or attending all necessary appearances,
8 meetings, and/or hearings before the NTA.

9 IT IS FURTHER ORDERED that, upon qualification of William E. Floyd and/or
10 his designee(s) pursuant to NRS 706.011 to 706.791, the Nevada Transportation Authority
11 transfer operating certificate CPCN 1125 from Abraham Limo to William E. Floyd and/or his
12 designee(s).

13 IT IS FURTHER ORDERED that pending the Nevada Transportation Authority's
14 approval of the transfer of operating certificate CPCN 1125 to William E. Floyd and/or his
15 designee(s), Mulugeta Abraham, Abraham Limo Service Inc., and Crown Limo, LLC, and their
16 officers, agents, servants, and employees are hereby ENJOINED, pursuant to NRS 31.859, from
17 transferring, assigning, pledging, or encumbering, in any way, the operating certificate CPCN
18 1125 except as ordered above. This injunction shall remain in effect until further order of this
19 Court.

20 IT IS FURTHER ORDERED that the bond required to secure this preliminary
21 injunction shall be \$1.00. The cash bond already posted to secure the Temporary Restraining
22 Order issued by the Court on September 6, 2019 shall secure this preliminary injunction.


1 IT IS FURTHER ORDERED that no undertaking is required from plaintiffs for
2 this Order and the Writ of Possession to be effective.

3 Nancy L. Alf
4 DISTRICT COURT JUDGE

5 DATED: March 30, 2020

6 Submitted by:

7 KAEMPFER CROWELL

8 

9 Robert McCoy, No. 9121
10 Briana E. Martinez, No. 14919
11 1980 Festival Plaza Drive, Suite 650
12 Las Vegas, Nevada 89135

13 Attorneys for William E. Floyd and
14 Joshua Floyd

BRENT CARSON LLC

15 

16 Brent Carson, No. 5903
17 7935 West Sahara Avenue, Suite 101
18 Las Vegas, Nevada 89117

19 Attorney for Mulugeta Abraham; and Abraham
20 Limo Service, Inc.

Alvin J. Smith
CLERK OF THE COURT

1 **SAO**
2 **KAEMPFER CROWELL**
3 **Robert McCoy, No. 9121**
4 **Briana Martinez, No. 14919**
5 **1980 Festival Plaza Drive, Suite 650**
6 **Las Vegas, Nevada 89135**
7 **Telephone: (702) 792-7000**
8 **Facsimile: (702) 796-7181**
9 **Email: rmccoy@kcnvlaw.com**
10 **Email: bmartinez@kcnvlaw.com**

11 **Attorneys for Plaintiffs William E.**
12 **Floyd and Joshua Floyd**

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 **WILLIAM E. FLOYD, an individual;**
16 **and JOSHUA FLOYD, an individual,**

17 **Plaintiffs,**

18 **vs.**

19 **MULUGETA ABRAHAM, an**
20 **individual; ABRAHAM LIMO**
21 **SERVICE, INC., a Nevada corporation;**
22 **CROWN LIMO, LLC, a Nevada**
23 **Limited Liability Company,**

24 **Defendants.**

Case No. A-19-800895-B

Dept. No. 27

**STIPULATION AND ORDER TO
EXTEND STAY**

Plaintiffs William E. Floyd and Joshua Floyd ("the Floyds") and
defendants Mulugeta Abraham and Abraham Limo Service, Inc., ("Abraham
Defendants") stipulate and request that the Court enter an order extending the stay
of all proceedings in this case for another six months. This request is made to
allow the parties additional to finalize the transfer application to the Nevada
Transportation Authority including attending all necessary appearances, meetings

1 and/ or hearings before the Nevada Transportation Authority, and is based upon the
2 following:

3 1. The Floyds filed their lawsuit against the Abraham Defendants
4 on August 27, 2019. On August 29, 2019, the Floyds filed a motion for claim and
5 delivery on order shortening time. The Court granted the motion and ordered that
6 William E. Floyd submit an application to the Nevada Transportation Authority to
7 qualify for the transfer. The Abraham Defendants were to provide prompt
8 cooperation to complete and/or submit the transfer.

9 2. On March 30, 2020, the Court entered an amended order
10 granting motion for claim and delivery and writ of possession and preliminary
11 injunction, modifying the original order entered on November 5, 2019, to reference
12 CPCN 1125 instead of CPCN 1104.

13 3. On October 19, 2020, the parties stipulated to stay the
14 proceedings in this case until April 19, 2021.

15 4. Since then, the parties have been working together to finalize
16 the transfer application to the Nevada Transportation Authority. In March 2021,
17 the Floyds submitted the sale and transfer application to the Nevada Transportation
18 Authority. The Nevada Transportation Authority has requested revisions to the
19 sale and transfer application and further documentation.

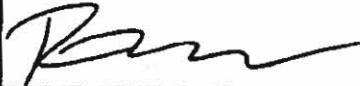
20 5. The parties agree it would be an efficient use of their resources
21 to focus on finalizing the transfer application to the Nevada Transportation
22 Authority, without incurring the costs of proceeding with in this case.

23 6. The parties stipulate to stay all proceedings in this case until
24 October 19, 2021, pending approval of the transfer application to the Nevada

1 Transportation Authority. This is the parties' second request for a stay of these
2 proceedings. It is made in good faith and for the reasons stated above.

3 KAEMPFER CROWELL

BRENT CARSON LLC

4 
5 Robert McCoy, No. 9121
6 Briana Martinez, No. 14919
7 1980 Festival Plaza Drive, Suite 650
8 Las Vegas, Nevada 89135

/s/ Brent Carson

Brent Carson, No. 5903
7935 West Sahara Avenue, Suite 101
Las Vegas, Nevada 89117

9
10 Attorneys for Plaintiffs William E.
11 Floyd and Joshua Floyd

Attorney for Defendants Mulugeta
Abraham, and Abraham Limo Service,
Inc.

12 **ORDER**

13 IT IS HEREBY ORDERED that the proceedings in this case be
14 stayed until October 19, 2021. At that time, unless the parties have dismissed the
15 action, they shall file a status report.

16 April 19, 2021

Dated this 19th day of April, 2021

17 
18

NB

19 B09 598 428A FAE1
20 Nancy Alf
21 District Court Judge

Agenda Item#

82

Items 82 and 83

Dockets

To be heard together

Platinum sale & transfer applications for the two CPCN'S that are active

Docket 21-10008, **Celebrity Coaches, A series of Platinum LV Transportation, LLC dba Celebrity Coaches CPCN 2105** – Investigator Acevedo has contacted Brent Carson on 01/28/2022. Mr. Carson stated that as soon as he contacts the applicant, he will contact Investigator Acevedo to set- up the 1st business meeting.
As of 2/8/22, Investigator Acevedo is **still waiting for Mr. Carson to call.**

Docket 21-10010-**Whittlesea Checker Taxi, A series of Platinum LV Transportation, LLC dba Whittlesea Checker Taxi CPCN 2118**-Investigator Howard Woods contacted Brent Carson in November 2021 right before the Thanksgiving Holiday. On **12/13/21** I sent email to Mr. Carson asking for additional Ownership information, in order to begin the fingerprint process. Another email was sent again to Mr. Carson on 1/14/22.
As of 2/8/22, Investigator Woods has **received no response from Mr. Carson.**

Agenda Item#

83

Items 82 and 83

Dockets

To be heard together

Platinum sale & transfer applications for the two CPCN'S that are active

Docket 21-10008, **Celebrity Coaches, A series of Platinum LV Transportation, LLC dba Celebrity Coaches CPCN 2105** – Investigator Acevedo has contacted Brent Carson on 01/28/2022. Mr. Carson stated that as soon as he contacts the applicant, he will contact Investigator Acevedo to set- up the 1st business meeting.
As of 2/8/22, Investigator Acevedo is **still waiting for Mr. Carson to call.**

Docket 21-10010-**Whittlesea Checker Taxi, A series of Platinum LV Transportation, LLC dba Whittlesea Checker Taxi CPCN 2118**-Investigator Howard Woods contacted Brent Carson in November 2021 right before the Thanksgiving Holiday. On **12/13/21** I sent email to Mr. Carson asking for additional Ownership information, in order to begin the fingerprint process. Another email was sent again to Mr. Carson on 1/14/22.
As of 2/8/22, Investigator Woods has **received no response from Mr. Carson.**

Platinum Transportation – Series LLC.

- Holder of 6 CPCNs (each operating under a separate series LLC)
- 2 are active – Celebrity Coaches and Whittlesea Taxi (additional information on page 2)
- 4 are inactive and on temporary discontinuances
 - Platinum -bus 2166.1 out since 8/16/2019 – expires 2/4/2022
 - Mammoth Limousine – 1105.3 out since 3/18/2020 – expires 2/4/2022
 - Airport Mini Bus – 2350.9 out since 3/18/2020 – expired 2/18/2021*
 - Bell Limo – 1217.3 out since 3/18/2020 – expired 2/18/2021*
- Can not sell & transfer inactive CPCN – therefore Staff is not actively working on the 4 that are out on temporary discontinuance. How does this apply (one owner of 6 certificates)?

History:

10/22/2020 - Filed for extraordinary relief for the 6 Platinum series LLCs – seeking prior approval of the transfer of membership interests while the Applications are pending. Granted at 11/18/2020 general session subject to 60 day requirement to file the sale and transfer applications.

1/28/2021 – General session - Status check – granted an additional 60 days to file the sale and transfer applications

4/8/2021 – General session – Status check, tabled to next general session

5/13/2021 – General session – removed from agenda prior to consideration

7/27/2021 – General session – item tabled to September agenda

10/12/2021 - 6 Sale and transfer application accepted and noticed to the public

Current – Applicants are not responsive.

*The carrier sent a letter to extend the period through 2/18/2022, was instructed to file a form and has failed to do so. Temporary is therefore expired.

Agenda Item# 83

**Additional material provided
after initial posting of
supporting material but prior to
meeting.**

**U.S. Bankruptcy Court
District of Nevada (Las Vegas)
Bankruptcy Petition #: 22-10460-nmc**

Assigned to: NATALIE M. COX
Chapter 11
Voluntary
Asset

Date filed: 02/10/2022
341 meeting: 03/17/2022
Deadline for filing claims: 06/15/2022
Deadline for filing claims (govt.): 08/09/2022

Debtor
NTI-NV INC.
9525 HILLWOOD DR. STE. 170
LAS VEGAS, NV 89134-0529
CLARK-NV
Tax ID / EIN: 85-3678124

represented by **DAVID J. WINTERTON**
7881 W. CHARLESTON BLVD.,
STE. 220
LAS VEGAS, NV 89117
(702) 363-0317
Fax : (702) 363-1630
Email: david@davidwinterton.com

Trustee
CHAPTER 11 - LV
300 LAS VEGAS BLVD., SO. #4300
LAS VEGAS, NV 89101
(702) 388-6600

U.S. Trustee
U.S. TRUSTEE - LV - 11
300 LAS VEGAS BOULEVARD S.
SUITE 4300
LAS VEGAS, NV 89101

| Filing Date | # | Docket Text |
|-------------|----------------------|---|
| 02/10/2022 | <u>1</u> (17 pgs) | Chapter 11 Voluntary Petition Non-Individual. Fee Amount \$1738. Filed by DAVID J. WINTERTON on behalf of NTI-NV INC. Chapter 11 Plan due by 06/10/2022. (WINTERTON, DAVID) (Entered: 02/10/2022) |
| 02/10/2022 | <u>2</u> (1 pg) | Declaration Re: Electronic Filing Filed by DAVID J. WINTERTON on behalf of NTI-NV INC. (WINTERTON, DAVID) (Entered: 02/10/2022) |
| 02/10/2022 | | Receipt of Filing Fee for Voluntary Petition (Chapter 11)(22-10460) [misc,volp11pb] (1738.00). Receipt number A20549706, fee amount \$1738.00. (re: Doc#1) (U.S. Treasury) (Entered: 02/10/2022) |
| 02/10/2022 | <u>3</u> (2 pgs) | Meeting of Creditors 341 Meeting to be held on 3/17/2022 at 02:00 PM at Telephonic - Chapter 11 LV. Proof of Claim due by 6/15/2022. (Entered: 02/10/2022) |
| 02/10/2022 | <u>4</u> (2 pgs) | Resolution of Board of Directors Filed by DAVID J. WINTERTON on behalf of NTI-NV INC. (WINTERTON, DAVID) (Entered: 02/10/2022) |

Agenda Item#

84

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of GMTCARE, LLC for an)
expansion of operating authority granted under) Docket 20-06016
Certificate of Public Convenience and Necessity)
("CPCN") 1115 Sub 2.)
_____)

At a general session of the Nevada Transportation
Authority held on February 17, 2022

PRESENT: Chairman Dawn Gibbons
 Commissioner George Assad
 Commissioner R. David Groover
 Deputy Commissioner Jennifer De Rose

COMPLIANCE ORDER

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

1. On June 22, 2020, GMTCARE, LLC, filed an Application with the Authority for an expansion of authority granted under Certificate of Public Convenience and Necessity ("CPCN") 1115, Sub 2 ("Permit"). The Applicant seeks to increase by 26 vehicles to go from a fleet of not more than 24 (24) vehicles to a fleet of not more than fifty (50) vehicles. Said Application was designated as Docket 20-06016
 2. That simultaneously the Applicant filed a Petition for Interim Authority to operate 10 of the additional vehicles for a total fleet of not more than 34 vehicles until such time as the final approval may be granted by the Authority.
 3. That on June 29, 2020, interim Authority was granted by Commissioner George Assad.
 4. That on July 21, 2020, Medical Transport Company LLC ("MTC"), by and through their counsel, James S. Kent, Esq., filed a PLTI and was granted by Commissioner George Assad.
- No other PLTIs or Protests were filed.

5. That on February 11, 2021, MTC withdrew its PLTI.
6. That staff requested the hearing on the Application be dispensed, pursuant to NRS 706.391 paragraph 9. The request was granted by Commissioner George Assad serving in his capacity as Presiding Officer for the Authority, based on the recommendation that GMT CARE reduce their expansion request from 26 vehicles to 16 which will result in a total fleet restriction of 40 vehicles.
7. On January 28, 2022, GMT CARE, by and through their counsel Brent A. Carson, Esq., accepted the recommendation.
8. Authority Staff reported the following:
 - a. Marta Acevedo, Compliance Audit Investigator for the Authority, 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. Ms. Acevedo reported that she supported approval of the Application.
 - b. Paul Servello, Financial Analyst for the Authority, inspected the Applicant's financial and marketing information and reported no areas of concern regarding the Applicant's marketing plan or financial fitness. Mr. Servello reported that he supported approval of the Application.
 - c. Liz Babcock, Applications Manager for the Authority, reported that the Applicant met the requirements, that Staff had no overall concerns and supported approval of the Application.
9. Based on all the 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:

Non-emergency medical transportation provider of passengers at a per capita rate between points and places within Clark and Nye County, Nevada on the one hand and points and places within the State of Nevada on the other.

RESTRICTIONS:

All transportation must originate and/or terminate at a medical facility.

The number of vehicles in the carrier's fleet shall be no more than forty (40).

2. Upon full compliance with the conditions of this Order, the Certificate identified as **CPCN 1115, Sub 2** shall be CANCELLED, and a new Certificate of Public Convenience and Necessity designated as **CPCN 1115, Sub 3** shall be issued to GMT CARE, LLC authorizing operation in non-emergency medical transportation 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. 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 90 days from the date of this Order. If the Applicant fails to comply within 90 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; the increase in fleet size contemplated by this Order may not be instituted prior to the issuance of said Certificate referred to hereinabove.***
6. 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.

///

///

///

///

///

///

///

///

///

///

///

///

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

R. David Groover, 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.

GMTCARE, LLC
Expansion of Authority
Docket 20-06016
February 17, 2022, General Session

Application Summary:

On June 22, 2020, GMTCARE, LLC ("Applicant") filed an application to increase its vehicle fleet restriction from no more than twenty-four (24) vehicles to no more than fifty (50) vehicles.

The applicant simultaneously filed a Petition for Interim Authority, requesting a minimum of ten (10) vehicles to operate on a temporary basis.

On June 23, 2020, the application was properly noticed to the public.

On June 29, 2020, GMT was granted Interim Authority to operate ten (10) additional vehicles for a total fleet of not more than thirty-four (34) vehicles.

On July 21, 2020, Medical Transport Company, LLC ("MTC") filed a Petition for Leave to Intervene ("PLTI").

On October 13, 2020, Commissioner George Assad, acting in his capacity as hearing officer, granted the PLTI.

On February 11, 2021, MTC filed a voluntarily dismissal of their PLTI.

Carrier's History:

In March 2011 GMTCARE was issued CPCN 1115 for non-emergency medical transportation with a fleet restriction of one (1) vehicle. In February 2013 they were granted an increase to 4 vehicles immediately and 4 more vehicles by February 2014 for a total fleet restriction of eight (8) vehicles, CPCN 1115, Sub 1. In March 2017 they were granted second expansion to a fleet restriction of twenty four (24) vehicles on CPCN 1115, Sub 2. This is the carrier's third expansion.

Staff Discussion:

Staff supports this application, and therefore requests the application hearing be dispensed per NRS 706.391(9). The request was granted by Commissioner George Assad serving in his capacity as Presiding Officer for the Authority, based on the recommendation that GMTCARE reduce their expansion request from 26 vehicles to 16, which will result in a total fleet restriction of 40 vehicles. On January 22, 2022, GMTCARE, by and through their counsel Brent A. Carson, Esq., accepted the recommendation.

The following procedures were performed by Staff with acceptable results and is their basis to support this application:

- 1) Background investigation—Satisfactory results including an operational inspection with no citations issued **(Exhibit A)**.
- 2) Market – The market was verified telephonically and financially supports the expansion. Letters of support were submitted, and staff verified market with the following companies: Encompass Health Rehabilitation Hospitals, Valley Health System, PAM Rehabilitation Hospital and Infinity Hospice Care.
- 3) June 30, 2021, Financial Reports. - The June 30, 2021, balance sheet was audited with no material discrepancies noted that would adversely affect the equity ratio. The Balance Sheet reported a 40.5% equity ratio, a current ratio of 2.07 and net income of \$1,996,299 on \$4,938,597 in revenues **(Exhibit B)**.

Staff noticed there was no depreciation expense recorded on the Profit & Loss Statement through June 30, 2021. The P&L is still compensable with depreciation expenses added. Staff also noticed on the Balance Sheet the PPP Loans were classified as short term liabilities, and there was no current portion of Long Term Debt listed as current liabilities. The restated Balance sheet reflects an Equity Ratio of 40.5% and a Current Ratio of 7.92 to 1. The 2020 PPP loan was forgiven in December 2021, further increasing the Equity Ratio to 55.48%. Staff finds that no additional cash infusion is required **(Exhibit B 6/6)**.

- 4) Pro forma balance sheet – Reports a total of 50 vehicles: 34 vehicles previously described and 16 new vehicles to be purchased. It reports a 48.3% equity ratio and a 5.86 to 1 current ratio, with the PPP Loan 2021 not forgiven yet. With the anticipation of the PPP2 loan being forgiven, the equity ratio will be 62.8%, which meets the Authority's financial requirements. **(Exhibit C)**.
- 5) Pro forma income statement – Reports projected net income of \$6,279,029 on \$14,525,282 in sales for the first 12 months. All sixteen (16) new vehicles were phased in the first month of operations. Projected sales were analyzed using the number of transports verified by the market with the Applicant's tariff rates, as well as analyzing the previously filed annual reports. Projected expenses were compared to expenses reported on the Annual Reports filed by the Applicant. Based on Staff's analysis, the Applicant's projected revenues and expenses appear somewhat optimistic when compared to previously filed annual reports. However, Staff found no material errors or omissions that would materially overall affect net income and make the proposed operations not compensable. **(Exhibit D)**.
- 6) Tariff - The Applicant proposed no new modifications to their tariff **(Exhibit E)**.

Attachments:

- A. Investigator's report, without exhibits
- B. June 30, 2021, Financial Statements

- C. Pro forma balance sheet
- D. Pro forma income statement and narratives.
- E. Tariff

Compliance Items in Addition to Those Listed in the Background Investigation Report:

- 1) Submit for approval by Authority Staff copies of any vehicle purchase or lease agreements for vehicles subject to the expansion.

**STATE OF NEVADA
TRANSPORTATION AUTHORITY
BACKGROUND INVESTIGATION FOR ALL CARRIER APPLICATIONS
EXPANSION OF AUTHORITY**

CPCN 1115

| | | | |
|--|--|---|--|
| DOCKET NUMBER: 20-06016 | | DATE APPLICATION WAS FILED: 06/24/2020 | |
| APPLICANT: Emil Belgu | | TITLE: President | |
| COMPANY NAME: GMT CARE, LLC | | | |
| ADDRESS: 3645 W Oquendo Rd. #400, Las Vegas, NV 89118 | | | |
| PHONE NUMBERS: (702) 979-9696 | | | |
| ATTORNEY: Brent Carson | | PHONE#: (702) 471-1111 | |
| INVESTIGATOR: M. Acevedo | | DATE ASSIGNED: 6/24/2020 | |

Attach completed Application Oath page as Exhibit A

**Exhibit
A**

| | | | | |
|--|---------------------|------------------|----------|--------------|
| What type of expansion is requested? | Geographical | Equipment | X | Other |
| Explain: Interim Authority. | | | | |
| <p><i>The carrier has a restriction of 24 vehicles in their fleet. Given the current situation (Covid-19), GMT CARE is expanding their business. To be able to accommodate the business demands, the carrier is requesting an addition of 10 more vehicles to their existing fleet on an interim basis and a total of 28 for the expansion resulting in total fleet size of 50 vehicles.</i></p> | | | | |

| | | | | | |
|---|--|------------------|--|------------------|-------------|
| What type of service does the Applicant currently provide: | | | | | |
| Charter Limousine | | Contract Carrier | | Airport Transfer | |
| Charter Bus | | Special Services | | NEMT | X |
| USDOT Authority | | Other States | | Taxi | |
| | | | | *Consent | Non-consent |

Copy of Carriers current Certificate

**Exhibit
B**

| | | | | |
|---|--|------------|------------|-----------|
| Is the Applicant seeking to add a new operating authority? | | YES | NO | X |
| If so, what type of operating authority? | | | | |
| Does the Applicant understand the distinction/differences between their current grant of operating authority and the new authority sought? | | N/A | YES | NO |
| What new geographical area of service is proposed, if applicable: N/A | | | | |
| If a geographical expansion is sought, will the Applicant be adding a new equipment point? | | YES | NO | |
| If so, describe: | | | | |
| If a geographical expansion is sought, does this expansion require the hiring of additional personnel? | | N/A | YES | NO |
| If yes, describe the Applicant's plan: | | | | |

ENTERED
 12/23/2018
 A-1/2
 DT/NTA

| | | |
|---|----|---|
| Will Applicant's business structure/ownership change from what is currently on file with the NTA? YES | NO | X |
|---|----|---|

If the Applicant is increasing the amount of equipment, describe the type and number of vehicles the Applicant intends to operate:

A. Type of Vehicles: Dodge Caravans

B. Number of Vehicles: 10 - *INTERM*

| | | | |
|--|-----|---|----|
| Will the Applicant's current facilities accommodate the planned expansion? | YES | X | NO |
|--|-----|---|----|

If not, describe the Applicant's plan to accommodate:

| | | | | |
|--|-----|--|----|---|
| Does this facility expansion require the hiring of additional personnel? | YES | | NO | X |
|--|-----|--|----|---|

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

If yes, describe the Applicant's plan: Time clock

| | | | | |
|---|-----|---|----|--|
| 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 | | 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

C

Attach copy of Operational Inspection

Exhibit

D

COMPLIANCE ITEMS

| | |
|---|--|
| 1 | Avoid Material Changes |
| 2 | Reimburse the Authority for the cost of noticing fees and/or other debt due to the Authority |
| 3 | Approved Safety Plan <i>No longer required to</i> |

| | | |
|----------------------------------|--------------------|------------------|
| INVESTIGATOR: M. Acevedo | <i>[Signature]</i> | DATE: 12/22/2020 |
| REVIEWED BY SUPERVISOR: | <i>[Signature]</i> | DATE: 12/22/20 |
| REVIEWED BY APPLICATION MANAGER: | <i>[Signature]</i> | DATE: 12/23/20 |

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.

A-2/2

12:38 PM
11/19/21
Accrual Basis

GMT Care
Balance Sheet
As of June 30, 2021

| | Jun 30, 21 |
|---------------------------------|---------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| NSB Bank x1938 | 43,860.22 |
| WF Platinum Bus Checking - 5243 | 1,505,335.66 |
| WF Savings - 1856 | 9,616.63 |
| Total Checking/Savings | 1,558,812.51 |
| Accounts Receivable | |
| Accounts Receivable | 1,309,570.07 |
| Total Accounts Receivable | 1,309,570.07 |
| Other Current Assets | |
| Employee Advances | 6,271.05 |
| Total Other Current Assets | 6,271.05 |
| Total Current Assets | 2,874,653.63 |
| Fixed Assets | |
| 3645 W. Oquendo Office | 82,214.36 |
| Fleet Vehicles | 2,065,505.62 |
| Furniture and Equipment | 490,018.19 |
| Accumulated Depreciation | -1,201,146.51 |
| Total Fixed Assets | 1,436,591.66 |
| TOTAL ASSETS | 4,311,245.29 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| Accounts Payable | 1,000.00 |
| Total Accounts Payable | 1,000.00 |
| Credit Cards | |
| Capital One Visa (3902) | 1,281.87 |
| Capital One Visa (4408) | 6,205.12 |
| Capital One Visa (6630) | 13,295.00 |
| Total Credit Cards | 20,781.99 |
| Other Current Liabilities | |
| PPP Loan 2021 | 717,199.00 |
| Commerce Tax Payable | 5,666.89 |
| PPP Loan 2020 | 645,900.00 |
| SBA Disaster Loan | 10,000.00 |
| Payroll Liability | 11,125.24 |
| Total Other Current Liabilities | 1,389,891.13 |
| Total Current Liabilities | 1,411,673.12 |
| Long Term Liabilities | |
| Stryker Loans | 148,800.55 |
| Fleet Vehicle Loans | |
| NSB Loan x5001 | 121,152.63 |
| Ally | 34,678.71 |
| MB Sprinters | 670,812.71 |

B-1/6

12:38 PM

11/19/21

Accrual Basis

GMT Care
Balance Sheet
 As of June 30, 2021

| | Jun 30, 21 |
|---------------------------------------|---------------------|
| TCF x5503 | 121,286.93 |
| N/P - GMT 40-2 (MBFS 6932) | 23,186.09 |
| N/P - GMT 20 (Mercedes 5407) | 15,275.81 |
| N/P - GMT 25 (MBFS - 0623) | 5,721.46 |
| N/P - GMT 35 (MBFS - 0646) | 6,395.48 |
| N/P - GMT 45 (MBFS - 0647) | 6,274.88 |
| Total Fleet Vehicle Loans | 1,004,784.70 |
| Total Long Term Liabilities | 1,153,585.25 |
| Total Liabilities | 2,565,258.37 |
| Equity | |
| Other Capital Contributions | 274.10 |
| Distributions-Emit | -754,727.12 |
| Members Equity | 504,140.76 |
| Net Income | 1,996,299.18 |
| Total Equity | 1,745,986.92 |
| TOTAL LIABILITIES & EQUITY | 4,311,245.29 |

$$\text{Equity } 1,745,986.92 / 4,311,245.29 = 40.5\%$$

$$\text{CURRENT RATIO } 2,874,653.63 / 1,389,891.13 = 2.07$$

12:38 PM

11/19/21

Accrual Basis

GMT Care
Profit & Loss
 January through June 2021

| | Jan - Jun 21 |
|-----------------------------------|--------------|
| Ordinary Income/Expense | |
| Income | |
| Sales Income | 4,938,936.53 |
| Chargebacks | -339.90 |
| Total Income | 4,938,596.63 |
| Cost of Goods Sold | |
| Credit Card Processing | 19,149.39 |
| Dispatch Communications | 27,523.34 |
| Fleet COGS | |
| Fleet Camera System | 15,580.02 |
| Fleet Fuel | 128,862.11 |
| Fleet Insurance | 83,495.34 |
| Fleet License & Registration | 17,282.85 |
| Fleet Maintenance & Repairs | 96,658.71 |
| Total Fleet COGS | 341,879.03 |
| Medical Supplies | 34,016.43 |
| Staff COGS | |
| Other Employee Expense | 8,506.64 |
| DOT Drug Testing | 4,234.20 |
| Staff Wages | 1,737,559.39 |
| Total Staff COGS | 1,750,300.23 |
| Total COGS | 2,172,868.42 |
| Gross Profit | 2,765,728.21 |
| Expense | |
| Advertising and Promotion | 1,847.52 |
| Automobile Expense | |
| Lease - Office Vehicle | 1,802.10 |
| Fuel | 505.74 |
| Lease - Emil | 9,460.92 |
| Total Automobile Expense | 11,768.76 |
| Bank Service Charges | |
| Bank Fees | 15.00 |
| Bank Service Charges - Other | 632.75 |
| Total Bank Service Charges | 647.75 |
| Business Licenses and Permits | 350.00 |
| Charitable Contributions | 500.00 |
| Computer & Internet Expenses | 24,836.06 |
| Dues and Subscriptions | 539.61 |
| Equipment Rental | |
| EBAS Lease - SUV | 12,749.52 |
| EBAS Lease - Work Truck | 3,498.66 |
| Total Equipment Rental | 16,248.18 |
| Insurance Expense | |
| Dental Insurance | 2,523.99 |
| Health Insurance | 55,824.53 |
| Vision Insurance | -1,033.80 |
| Liability | 31,785.23 |
| Workman's Comp | 119,766.09 |
| Total Insurance Expense | 208,866.04 |
| Interest Expense | |
| Loan Interest | 14,000.55 |
| Total Interest Expense | 14,000.55 |

33/16

12:38 PM

11/19/21

Accrual Basis

GMT Care
Profit & Loss
 January through June 2021

| | Jan - Jun 21 |
|--|--------------|
| Legal & Professional Fees | |
| Legal | 37,748.85 |
| Accounting | 3,000.00 |
| Total Legal & Professional Fees | 40,748.85 |
| Meals - Business | 8,770.64 |
| Meals - Employee | 4,110.25 |
| Office | |
| Equipment Leasing | 5,396.12 |
| Office Expense | 6,561.77 |
| Total Office | 11,957.89 |
| Outside Services | 16,016.69 |
| Payroll - Overhead | |
| 1099 labor | 161.25 |
| Payroll Fees | 6,666.86 |
| 401k | 1,445.06 |
| TRA - EE Reimb. from Payroll | 0.00 |
| REI - EE Reimb. from Payroll | 0.00 |
| Officer Wages | 69,230.88 |
| Payroll Taxes | |
| Tax Credits | -8,500.27 |
| MBT | 23,701.67 |
| Payroll Taxes - Other | 172,057.59 |
| Total Payroll Taxes | 187,258.99 |
| Payroll - Overhead - Other | 0.00 |
| Total Payroll - Overhead | 264,763.04 |
| Postage and Delivery | 605.17 |
| Rent Expense | |
| Rent - Storage | 865.00 |
| Rent Expense - Other | 30,000.00 |
| Total Rent Expense | 30,865.00 |
| Repairs and Maintenance | 3,064.41 |
| Taxes | |
| Property Tax | 257.72 |
| State | 91,687.23 |
| Total Taxes | 91,944.95 |
| Telephone Expense | |
| Cell Phone | 6,443.28 |
| Phone & Internet | 1,999.16 |
| Total Telephone Expense | 8,442.44 |
| Travel Expenses | |
| UBER - Employees | 873.74 |
| Parking & Tolls | 26.67 |
| Lodging | 1,212.57 |
| Transportation | 239.60 |
| Total Travel Expenses | 2,352.58 |
| Uniforms & Laundry | 1,970.57 |
| Utilities | 4,250.76 |
| Total Expense | 769,467.71 |
| Net Ordinary Income | 1,996,260.50 |

R4/12

12:38 PM

11/19/21

Accrual Basis

GMT Care
Profit & Loss
January through June 2021

| | Jan - Jun 21 |
|-------------------------|--------------|
| Other Income/Expense | |
| Other Income | |
| Gain / (Loss) on Assets | 0.00 |
| Interest Income | 48.68 |
| Total Other Income | 48.68 |
| Other Expense | |
| Penalties & Fines | 10.00 |
| Total Other Expense | 10.00 |
| Net Other Income | 38.68 |
| Net Income | 1,996,299.18 |

35/16

11/19/21
Accrual Basis

| ASSETS | | 6/30/2021 Restated to Include Current Portion L/T Debt and Move PPP Loans to Long Term Debt | With 2020 PPP Forgiveness |
|---------------------------------------|--------------------------------|---|---------------------------|
| Current Assets | | | |
| | NSB Bank x1938 | 43,860.22 | 43,860.22 |
| | WF Platinum Bus Checking - | 1,505,335.66 | 1,505,335.66 |
| | WF Savings - 1856 | 9,616.63 | 9,616.63 |
| | Accounts Receivable Accounts | 1,309,570.07 | 1,309,570.07 |
| | Employee Advances | 6,271.05 | 6,271.05 |
| Total Current Assets | | 2,874,653.63 | 2,874,653.63 |
| Fixed Assets | | | |
| | 3645 W. Oquendo Office | 82,214.36 | 82,214.36 |
| | Fleet Vehicles | 2,065,505.62 | 2,065,505.62 |
| | Furniture and Equipment | 490,018.19 | 490,018.19 |
| | Accumulated Depreciation | (1,201,146.51) | (1,201,146.51) |
| Total Fixed Assets | | 1,436,591.66 | 1,436,591.66 |
| TOTAL ASSETS | | 4,311,245.29 | 4,311,245.29 |
| LIABILITIES & EQUITY | | | |
| | C/P Long Term Debt | 314,181.79 | 314,181.79 |
| | Accounts Payable | 1,000.00 | 1,000.00 |
| | Capital One Visa (3902) | 1,281.87 | 1,281.87 |
| | Capital One Visa (4408) | 6,205.12 | 6,205.12 |
| | Capital One Visa (6630) | 13,295.00 | 13,295.00 |
| | Commerce Tax Payable | 5,666.89 | 5,666.89 |
| | SBA Disaster Loan | 10,000.00 | 10,000.00 |
| | Payroll Liability | 11,125.24 | 11,125.24 |
| Total Current Liabilities | | 362,755.91 | 362,755.91 |
| Long Term Liabilities | | | |
| | Long Term Liabilities Stryker | 148,800.55 | 148,800.55 |
| | Fleet Vehicle Loans NSB Loan | 121,152.63 | 121,152.63 |
| | Ally | 34,678.71 | 34,678.71 |
| | MB Sprinters | 670,812.71 | 670,812.71 |
| | TCF x5503 | 121,286.93 | 121,286.93 |
| | NIP - GMT 40-2 (MBFS 6932) | 23,186.09 | 23,186.09 |
| | NIP - GMT 20 (Mercedes 5407) | 15,275.81 | 15,275.81 |
| | NIP - GMT 25 (MBFS - 0623) | 5,721.46 | 5,721.46 |
| | NIP - GMT 35 (MBFS - 0646) | 6,395.48 | 6,395.48 |
| | N/P - GMT 45 (MBFS - 0647) | 6,274.88 | 6,274.88 |
| | PPP Loan 2021 | 717,199.00 | 717,199.00 |
| | Less: Current Portion L/T Debt | (314,181.79) | (314,181.79) |
| | PPP Loan 2020 | 645,900.00 | 645,900.00 |
| Total Long Term Liabilities | | 2,202,502.46 | 1,556,602.46 |
| Total Liabilities | | 2,565,258.37 | 1,919,358.37 |
| Equity | | | |
| | Distributions-Emil | (754,727.12) | (754,727.12) |
| | Members Equity | 504,140.76 | 504,140.76 |
| | PPP Loan 2020 | 645,900.00 | 645,900.00 |
| | Net Income | 1,996,299.18 | 1,996,299.18 |
| Total Equity | | 1,745,986.92 | 2,391,886.92 |
| TOTAL LIABILITIES & EQUITY | | 4,311,245.29 | 4,311,245.29 |
| | Equity Ratio | 40.50% | 55.48% |
| | Current Ratio | 7.92 | 7.92 |

with adjustments

36/16

GMT CARE, LLC**Balance Sheet****1/1/2022****Assets****Current Assets**

| | | | |
|-------------------------------------|----|--------------|-----------------|
| Bank | \$ | 1,558,812.51 | |
| Accounts Receivable | \$ | 1,309,570.07 | |
| Prepaid Exp. & Other Current Assets | \$ | 6,271.05 | |
| Total Current Assets | | | \$ 2,874,653.63 |

Fixed Assets

| | | | |
|----------------------------------|----|----------------|------------------------|
| 3645 Oquendo Office | \$ | 82,214.36 | |
| Flee Vehicles | \$ | 2,065,505.62 | |
| Additional Vehicles (16) | \$ | 640,000.00 | |
| Other Equipment and Furniture | \$ | 490,018.19 | |
| Accumulated Depreciation - Other | \$ | (1,201,146.51) | |
| Total Fixed Assets | | | \$ 2,076,591.66 |
| Total Assets | | | \$ 4,951,245.29 |

Liabilities & Equity**Current Liabilities**

| | | | |
|---------------------------|----|-----------|--|
| Account Payable | \$ | 1,000.00 | |
| Credit Cards | \$ | 20,781.99 | |
| Total Current Liabilities | \$ | 21,781.99 | |

Other Current Liabilities

| | | | |
|--------------------------------------|----|------------|---------------|
| Current Portion 16 Vehicle Loan | \$ | 128,000.00 | |
| Current Portion Existing 34 Vehicles | \$ | 314,181.79 | |
| Commerce Tax Payable | \$ | 5,666.89 | |
| SBA Disaster Loan | \$ | 10,000.00 | |
| Payroll Liability | \$ | 11,125.24 | |
| Total Other current Liabilities | \$ | 468,973.92 | |
| Total Current Liabilities | | | \$ 490,755.91 |

Long Term Liabilities

| | | | |
|-----------------------------|----|--------------|------------------------|
| Loan Payable (34 Vehicles) | \$ | 839,403.36 | |
| Loan Payable (16 Vehicles) | \$ | 512,000.00 | |
| PPP Loan 2021 | \$ | 717,199.00 | |
| Total Long Term Liabilities | \$ | 2,068,602.36 | |
| Total Liabilities | | | \$ 2,559,358.27 |

Equity

| | | | |
|---------------------------------|----|--------------|--|
| Owner's Equity | \$ | 504,414.96 | |
| Less: Withdrawals | \$ | (754,727.12) | |
| Net Profits or Losses 6/30/2021 | \$ | 1,996,299.18 | |
| Extinguishment of PPP loan 2020 | \$ | 645,900.00 | |

| | | | |
|-------------------------------------|--|--|------------------------|
| Total Equity | | | \$ 2,391,887.02 |
| Total Liabilities and Equity | | | \$ 4,951,245.29 |
| Equity Ratio | | | 48.3% |
| Current Ratio | | | 5.86 |

01/1

GMT CARE, LLC
 Projected Profit and Losses
 01/01/2022 to 12/31/2022

| Revenue | 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 | |
|------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|-------|
| Revenue from (34) Vehicles | 823,099.43 | 823,099.43 | 823,099.43 | 823,099.43 | 823,099.43 | 823,099.43 | 823,099.43 | 823,099.43 | 823,099.43 | 823,099.43 | 823,099.43 | 823,099.43 | 9,877,193.16 | |
| Revenue from (16) vehicles | 387,340.80 | 387,340.80 | 387,340.80 | 387,340.80 | 387,340.80 | 387,340.80 | 387,340.80 | 387,340.80 | 387,340.80 | 387,340.80 | 387,340.80 | 387,340.80 | 4,648,089.60 | |
| Total Gross Revenue | 1,210,440.23 | 1,210,440.23 | 1,210,440.23 | 1,210,440.23 | 1,210,440.23 | 1,210,440.23 | 1,210,440.23 | 1,210,440.23 | 1,210,440.23 | 1,210,440.23 | 1,210,440.23 | 1,210,440.23 | 14,525,282.76 | |
| Cost of Goods Sold | | | | | | | | | | | | | | |
| Total COGS | 532,615.50 | 532,615.50 | 532,615.50 | 532,615.50 | 532,615.50 | 532,615.50 | 532,615.50 | 532,615.50 | 532,615.50 | 532,615.50 | 532,615.50 | 532,615.50 | 6,391,386.00 | 44.0% |
| Gross Profit | 677,824.73 | 677,824.73 | 677,824.73 | 677,824.73 | 677,824.73 | 677,824.73 | 677,824.73 | 677,824.73 | 677,824.73 | 677,824.73 | 677,824.73 | 677,824.73 | 8,133,896.76 | 56.0% |
| Expenses | | | | | | | | | | | | | | |
| Total Leased Automovil Exp. | 1,961.46 | 1,961.46 | 1,961.46 | 1,961.46 | 1,961.46 | 1,961.46 | 1,961.46 | 1,961.46 | 1,961.46 | 1,961.46 | 1,961.46 | 1,961.46 | 23,537.52 | 0.2% |
| Total Bank Service Charges | 107.95 | 107.95 | 107.95 | 107.95 | 107.95 | 107.95 | 107.95 | 107.95 | 107.95 | 107.95 | 107.95 | 107.95 | 1,295.40 | 0.0% |
| Business license | 29.16 | 29.16 | 29.16 | 29.16 | 29.16 | 29.16 | 29.16 | 29.16 | 29.16 | 29.16 | 29.16 | 29.16 | 349.92 | 0.0% |
| Computer & Internet Exp. | 4,139.34 | 4,139.34 | 4,139.34 | 4,139.34 | 4,139.34 | 4,139.34 | 4,139.34 | 4,139.34 | 4,139.34 | 4,139.34 | 4,139.34 | 4,139.34 | 49,672.08 | 0.3% |
| Depreciation Exp. - Vehicles | 15,043.15 | 24,576.48 | 24,576.48 | 24,093.98 | 22,379.99 | 22,379.99 | 22,379.99 | 21,622.57 | 21,622.57 | 20,279.73 | 19,069.81 | 19,069.81 | 257,094.55 | 1.8% |
| Depreciation Exp. Equipment | 7,478.12 | 7,478.12 | 7,438.12 | 7,438.12 | 7,438.12 | 7,383.96 | 7,383.96 | 7,345.71 | 7,345.71 | 7,345.71 | 7,312.38 | 7,312.38 | 88,700.41 | 0.6% |
| Depreciation Exp. Furniture | 371.97 | 371.97 | 371.97 | 328.20 | 328.20 | 328.20 | 328.20 | 328.20 | 328.20 | 328.20 | 328.20 | 328.20 | 4,069.71 | 0.0% |
| Dues and Subscriptions | 89.93 | 89.93 | 89.93 | 89.93 | 89.93 | 89.93 | 89.93 | 89.93 | 89.93 | 89.93 | 89.93 | 89.93 | 1,079.16 | 0.0% |
| Total Equipment rental | 2,708.03 | 2,708.03 | 2,708.03 | 2,708.03 | 2,708.03 | 2,708.03 | 2,708.03 | 2,708.03 | 2,708.03 | 2,708.03 | 2,708.03 | 2,708.03 | 32,496.36 | 0.2% |
| Insurance | 34,811.00 | 34,811.00 | 34,811.00 | 34,811.00 | 34,811.00 | 34,811.00 | 34,811.00 | 34,811.00 | 34,811.00 | 34,811.00 | 34,811.00 | 34,811.00 | 417,732.00 | 2.9% |
| Loan Interest | 2,073.19 | 2,073.19 | 2,073.17 | 2,073.17 | 2,073.17 | 2,073.17 | 2,073.17 | 2,073.17 | 2,073.17 | 2,073.17 | 2,073.17 | 2,073.17 | 24,878.08 | 0.2% |
| Legal and Professional | 6,791.47 | 6,791.47 | 6,791.47 | 6,791.47 | 6,791.47 | 6,791.47 | 6,791.47 | 6,791.47 | 6,791.47 | 6,791.47 | 6,791.47 | 6,791.47 | 81,497.64 | 0.6% |
| Total Office Expenses | 1,992.98 | 1,992.98 | 1,992.98 | 1,992.98 | 1,992.98 | 1,992.98 | 1,992.98 | 1,992.98 | 1,992.98 | 1,992.98 | 1,992.98 | 1,992.98 | 23,915.76 | 0.2% |
| Outside Services | 2,669.44 | 2,669.44 | 2,669.44 | 2,669.44 | 2,669.44 | 2,669.44 | 2,669.44 | 2,669.44 | 2,669.44 | 2,669.44 | 2,669.44 | 2,669.44 | 32,033.28 | 0.2% |
| Payroll Expenses | 44,127.17 | 44,127.17 | 44,127.17 | 44,127.17 | 44,127.17 | 44,127.17 | 44,127.17 | 44,127.17 | 44,127.17 | 44,127.17 | 44,127.17 | 44,127.17 | 529,526.04 | 3.6% |
| Postage and Delivery | 100.86 | 100.86 | 100.86 | 100.86 | 100.86 | 100.86 | 100.86 | 100.86 | 100.86 | 100.86 | 100.86 | 100.86 | 1,210.32 | 0.0% |
| Rent - Office and Storage | 5,144.00 | 5,144.00 | 5,144.00 | 5,144.00 | 5,144.00 | 5,144.00 | 5,144.00 | 5,144.00 | 5,144.00 | 5,144.00 | 5,144.00 | 5,144.00 | 61,728.00 | 0.4% |
| Repairs and Maintenance | 510.73 | 510.73 | 510.73 | 510.73 | 510.73 | 510.73 | 510.73 | 510.73 | 510.73 | 510.73 | 510.73 | 510.73 | 6,128.76 | 0.0% |
| Taxes | 15,324.15 | 15,324.15 | 15,324.15 | 15,324.15 | 15,324.15 | 15,324.15 | 15,324.15 | 15,324.15 | 15,324.15 | 15,324.15 | 15,324.15 | 15,324.15 | 183,889.80 | 1.3% |
| Telephone Exp. | 1,407.07 | 1,407.07 | 1,407.07 | 1,407.07 | 1,407.07 | 1,407.07 | 1,407.07 | 1,407.07 | 1,407.07 | 1,407.07 | 1,407.07 | 1,407.07 | 16,884.84 | 0.1% |
| Travel Expense | 392.09 | 392.09 | 392.09 | 392.09 | 392.09 | 392.09 | 392.09 | 392.09 | 392.09 | 392.09 | 392.09 | 392.09 | 4,705.08 | 0.0% |
| Uniforms and Laundry | 328.42 | 328.42 | 328.42 | 328.42 | 328.42 | 328.42 | 328.42 | 328.42 | 328.42 | 328.42 | 328.42 | 328.42 | 3,941.04 | 0.0% |
| Utilities | 708.46 | 708.46 | 708.46 | 708.46 | 708.46 | 708.46 | 708.46 | 708.46 | 708.46 | 708.46 | 708.46 | 708.46 | 8,501.52 | 0.1% |
| Total Expenses | 148,310.14 | 157,843.47 | 157,803.45 | 157,277.18 | 155,563.19 | 155,509.03 | 155,509.03 | 154,713.36 | 154,713.36 | 153,370.52 | 152,127.27 | 152,127.27 | 1,854,867.27 | 12.8% |
| Total Net Revenue | 529,514.59 | 519,981.26 | 520,021.28 | 520,547.55 | 522,261.54 | 522,315.70 | 522,315.70 | 523,111.37 | 523,111.37 | 524,454.21 | 525,697.46 | 525,697.46 | 6,279,029.49 | |

D1/1

GMT CARE, LLC**SUMMARY OF SIGNIFICANT PROJECTIONS AND BALANCE SHEET
ASSUMPTIONS AND ACCOUNTING POLICIES**

Note 1**Basis of presentation, significant accounting policies and limitations.**

In 2020 GMT CARE presented to the Nevada Transportation Authority an application for an expansion of 26 vehicles additional to their fleet. The application got granted and took an initial addition of 10 vehicles in 2021 on the projected expansion.

In preparation of the next and final expansion with the remaining 16 additional vehicles, a Nevada transportation Authority Analyst has requested another a proforma showing the projected income for 2022 including the current fleet income and the additional income from the 16 new vehicles.

To expedite this proforma, we are using the real and historical Financial Reports of the company up to October 31 of 2021 to project the current revenue of 2022. Calculations of revenue from 16 additional vehicles using the same historical data.

Limitation

This projection is prepared for the limited use of the Nevada Transportation Service Authority. For the period under consideration: 01/01/2022 to 12/31/2022.

Significant Accounting Policies**Revenue Recognition**

As requested by Nevada Transportation Authority this pro-forma reports financial information on an Accrual Basis method, projected through a period of one year. Therefore, income will be show in such manner.

Capital - Funding

The company will have sufficient funds to support the projected business's expansion costs and operations without additional capital infusion.

Vehicles

GMT Care propose that at the beginning of 01/01/2022, the company will buy additional

GMT CARE, LLC**SUMMARY OF SIGNIFICANT PROJECTIONS AND BALANCE SHEET
ASSUMPTIONS AND ACCOUNTING POLICIES**

Sixteen (16) vehicles with no down payment, the balance will be financed at 5 years with an interest rate of 4.50% a year.

The owner of the company is projecting to obtain 16 vehicles, year 2019 Dodge Grand Caravans with prices at \$40,000.00 each. These additional vehicles will total **\$640,000.00.**

Projections

Projections have been made for one year of operations and will include 24 existing vehicles currently operating and additional 16 vehicles purchased to service the company, wages and payroll expenses paid to Drivers, Administrative Employees and other projected expenses seen under the current operations of the company.

Depreciation

Depreciation is computed on the Straight-line method over the following use live.

| <u>Item</u> | <u>Live in Years</u> |
|-------------|----------------------|
| Vehicles | 5 |
| Furniture | 7 |
| Equipment | 5 |

Note 2

Profit & Losses Projected

We are presenting calculations for the period of one year, projecting revenue with the estimated demand for the metropolitan area of Las Vegas.

REVENUES

Non-emergency Transportation Services

Based on historical gross revenue (\$4,938,596.63) up to June 30, 2021, it is observed that the average monthly revenue with 34 vehicles, **was \$823,099.43 in 2021 and will be projected as the same for 2022.**

And using an average per vehicles $\$823,099.43 / 34 \text{ vehicles} = \$24,208.80$ monthly revenue per vehicle.

For the purpose of projecting the income of the additional 16 vehicles for 2022 There is: $\$24,208.80 \times 16 \text{ vehicles} = \mathbf{\$387,340.80 \text{ revenue per month}}$

D31

GMT CARE, LLC

SUMMARY OF SIGNIFICANT PROJECTIONS AND BALANCE SHEET ASSUMPTIONS AND ACCOUNTING POLICIES

COST OF GOODS SOLD

These expenses show projected compensation paid to Dispatch, office help and Drivers as well as medical supplies like oxygen and such, equipment costs, DOT testing, other employee expenses and Flees expenses (camera system, fleet fuel, flee insurance, flee license and registration, flee maintenance and repairs).

Projections for 2022 will be calculated using historical data of 2021 up to 06/30/2021. Being a total of \$2,172,868.42 / 6 months = \$362,144.74 a month with 34 vehicles.

Average a month per vehicle: \$362,144.74 / 34 vehicles = **\$ 10,652.31**

Therefore: Current vehicles 34 + 16 additional = 50 vehicles

50 x \$10,652.31= \$532,615.50 total cost of goods per month during 2022.

EXPENSES:

All expenses are projected for 2022 using the same data observed in the historical expenses of 2021 up to 06/30/2021.

Total Leased Auto Exp.

The historical data shows an average monthly expense of \$ 1,961.46.

Total Bank Service charges:

The historical data shows an average monthly expense of \$107.95.

Business License:

This expense is \$350.00 a year or Nevada Business License, equivalent to an average of \$29.16 a month.

Computer and Internet Expenses:

Up to 06/30/2021 this expense was at \$24,836.06. Therefore, a projected monthly amount of this expense is \$4,139.34.

Depreciation Expenses:

We have used the Depreciation expenses for Vehicles Furniture and Equipment numbers calculated in the initial pro-forma.

GMT CARE, LLC

SUMMARY OF SIGNIFICANT PROJECTIONS AND BALANCE SHEET ASSUMPTIONS AND ACCOUNTING POLICIES

Dues and Subscriptions:

Historical data up to 06/30/2021, shows an average of \$89.93 a month for this expense.

Total Equipment Rental:

Historical data up to 06/30/2021, shows an average of \$2,708.03 a month for this expense.

Total Insurance:

This item covers the expenses of Dental insurance, Health insurance, Vision Insurance, Liability Insurance, Workman's Compensation. At the end of June of 2021 these insurances averaged a month \$34,811.00

Interest on Auto Loans:

For the purpose of this expense, the calculations for loan interest are based in the initial pro-forma which used the Current vehicles loans in 2020, plus twenty-six vehicles to be purchased for \$572,000.00 and to be placed in 2021.

As it is known the company gradually did the expansion granted, beginning with ten vehicles, and now projecting to insert 16 more vehicles for which the purchase price has increased to \$640,000.00

Therefore, there is a difference on the cost base as $\$640,000 - \$572,000 = \$68,000.00$

See table of Interests paid on All Vehicles.

The Auto loan interest of all vehicles and 26 additional totaled the first year \$21,818.08. The cost base difference of 68,000 at a rate of 4.5 % a year will be \$3,060.00

So, for the purpose of this calculation to be more accurate we add \$21,818.08 plus \$3,060. = **\$24,878.08 to be the total of loan interest for 2022.**

Legal and Professional:

Historical data at 06/30/2021, shows this expense to be a monthly average of \$6,791.47

Total Office Expense:

This expense includes Business meals, Employee meals, Equipment leasing, and other office expenses. The average a month for these expenses is \$1,992.98

Outside Services:

The company has an average outside services expense of \$2,669.44 a month.

GMT CARE, LLC

**SUMMARY OF SIGNIFICANT PROJECTIONS AND BALANCE SHEET
ASSUMPTIONS AND ACCOUNTING POLICIES**

Payroll Expense:

This Total Expense includes Payroll fees, payroll taxes, Officer wages. The average a month or this item is \$44,127.17.

Postage and Delivery:

Based on historical data at 06/30/2021 this expense averages \$100.86 a month.

Rent – Office and Storage:

The company will maintain its operations and garage space for the vehicles at the same location. The company will be paying the amount of \$5,144.00 a month

Repairs and Maintenance

Based on the historical records of 06/30/2021, Repairs and Maintenance expenses has an average of \$510.73

Taxes:

This expense includes property taxes and state taxes with an average of \$ 15,324.15 a month

Telephone Expense:

The company has a monthly average expense of \$1,407.07.

Travel Expenses:

This expense averages a month \$392.09

Uniform and Laundry:

This expense averages \$328.42 a month.

Utilities:

This expense has historically been at \$708.46 a month for 2021.

GMT CARE, LLC**SUMMARY OF SIGNIFICANT PROJECTIONS AND BALANCE SHEET
ASSUMPTIONS AND ACCOUNTING POLICIES**

Note 3**Projected Balance Sheet**

Balance sheet is presented at 01/01/2022, considered being the first date of operations with the additional 16 vehicles. Calculations of this balance sheet are based on Accrual Basis report for The Balance Sheet dated 06/30/2021. The Company is funded. It also includes all anticipated sixteen additional Vehicles and other assets acquired in previous years to run the company. The company has assumed a loan(s) on the full price of these vehicles.

ASSETS**Current Assets**

The Company at various times during the year maintains cash at a financial institution to cover Operational Expenses.

Bank Account

This account holds a balance of \$1,558,812.51 at 01/01/2022. These funds will provide enough cash reserves to run the company uninterrupted.

Accounts Receivable:

This amount has been obtained from balance sheet at 06/31/2021, for \$1,309,570.07

Other Current Assets:

Employee Advances. This amount has been obtained from balance sheet at 06/30/2021.

Fixed Assets**3645 Oquendo Office:**

This item is valued at \$ 82,214.36

Fleet Vehicles

It enlists all vehicles in current activities 34 vehicles and 16 additional purchased at 01/01/2022. Depreciation accumulated on vehicles has also been obtained from balance sheet at 06/30/2021.

Current 34 Vehicles: \$2,065,505.62
Additional 16 vehicles: \$ 640,000.00
Total Fleet value..... **\$2,705,505.62**

GMT CARE, LLC

SUMMARY OF SIGNIFICANT PROJECTIONS AND BALANCE SHEET ASSUMPTIONS AND ACCOUNTING POLICIES

Furniture and Equipment

It enlists all equipment and furniture the company had up to 06/30/2021.

Accumulates Depreciation:

This accumulated depreciation is for Vehicles and Furniture and Equipment all together at 06/30/2021.

LIABILITIES AND EQUITY

The company has current and long-term liabilities at the beginning of operations due to the loans obtained in previous years and the loan for the acquisition of the 26 additional vehicles.

Short Term Liabilities

In this portion we establish the portion of the loan(s) payable within the current year, accounts payable and credit cards payable.

Long term Liabilities

It includes the loans payable after the current year.

Equity

Members Equity

It is the Capital of the owner(s)

Other Capital Contributions:

Distributions

Net Income or Loss

At the moment of the Balance Sheet dated 06/30/2021, has a net Profit of 1,996,299.18.

Note 4

Current Ratio

The Current Ratio measures liquidity and is most widely used to make analysis of short-term financial position or liquidity, it shows the strength of working capital. The next values were taken from the Balance Sheet at 01/01/2022.

GMT CARE, LLC**SUMMARY OF SIGNIFICANT PROJECTIONS AND BALANCE SHEET
ASSUMPTIONS AND ACCOUNTING POLICIES**

Formula of current Ratio:

Current Assets / Current Liabilities

$\$2,874,653.63 / 176,574.12 =$ For every \$1.00 dollar of short-term liability, the company has \$16.28 dollars to pay for it. The Company is liquid and prepared to initiate operations.

Note 5**NAC 706.149**

This Pro-forma, prepared for GMT Care, LLC. has followed regulations under NAC 706.149 to maintain an investment of not less than 20% equity capital in his operations.

Express as Total Equity / Total Assets

Or as $\$1,873,986.92 / \$4,951,245.29 = 37.84\%$. The company is in rate compliance.

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.

GMTCARE, LLC

CPCN: 1115, Sub 2

TARIFF NO. 1
naming
RATES, RULES AND REGULATIONS
GOVERNING THE TRANSPORTATION

Non-emergency medical transportation of passengers at a per
capita rate between points and places within Clark and
Nye County, Nevada on the one hand and points and
Places within the State of Nevada on the other.

Issued:

Effective:

Issued by:
GMTCare, LLC
3645 W Oquendo Rd, Suite # 400
Las Vegas, NV 89118

ACCEPTED

FEB 19 2020

Nevada Transportation Authority
Las Vegas, Nevada

E1 / 10

GMTCARE, LLC

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 | N | New |
| NV | Nevada | C | change, neither increase nor reduction |
| No. | Number | I | Increase |
| Nos. | Numbers | R | Reduction |
| NTA..... | Nevada Transportation Authority | | |

INTENTIONALLY LEFT BLANK

Issued:

Effective:

Issued by:
GMTCare, LLC
3645 W Oquendo Rd, Suite # 400
Las Vegas, NV 89118



| | | |
|--|---|----------------------|
| GMTCARE, LLC | | CPCN No. 1115 |
| RULE NO. | RULES AND REGULATIONS | |
| 5 | <p style="text-align: center;">GENERAL APPLICATION</p> <p>These rules, regulations and rates are to be used by GMTCare, in the operation of service for which GMTCare is Certified.</p> | |
| 10 | <p style="text-align: center;">HOURS OF SERVICE</p> <p>Normal business hours will be 8:00AM to 5:00PM Monday through Friday, not including holidays. Patient transports will normally take place during normal business hours. Transports outside normal business hours will be available by appointment only.</p> | |
| 15 | <p style="text-align: center;">AVAILABILITY OF TARIFF</p> <p>Copies of this tariff shall be available in each office where orders for service are taken and in each vehicle used to provide services.</p> | |
| 20 | <p style="text-align: center;">TIME SCHEDULE FOR SERVICE</p> <p>GMTCare shall endeavor to arrive and depart at prior agreed upon times to and from points of departure and arrival within its service area. However, GMTCare will not be liable for delay caused by accident; breakdown; roadway conditions; weather; or other causes beyond its control. Furthermore, GMTCare does not guarantee arrival or departure from any point at a specified time.</p> | |
| 25 | <p style="text-align: center;">ANIMALS OR PETS</p> <p>Dogs, cats or other animals will not be carried in vehicles with passengers with the exception of service animals individually trained to assist people with disabilities.</p> | |
| INTENTIONALLY LEFT BLANK | | |
| <p>Issued: Effective:</p> | | |
| <p style="text-align: center;"> Issued by: GMTCare, LLC 3645 W Oquendo Rd, Suite # 400 Las Vegas, NV 89118 </p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;"> <p style="text-align: center; margin: 0;">ACCEPTED</p> <p style="text-align: center; margin: 0;">FEB 19 2020</p> <p style="text-align: center; margin: 0; font-size: small;">Nevada Transportation Authority Las Vegas, Nevada</p> </div> | | |

E3/10

| | | |
|---|--|--|
| GMTCARE, LLC | | CPCN No. 1115 |
| RULE NO. | RULES AND REGULATIONS | |
| 30 | FIREARMS | |
| | Passengers will not be permitted to board vehicles while carrying firearms. | |
| 35 | RESERVATION OF RIGHTS | |
| | <p>A. GMTCare reserves the right to refuse transportation to any individual having in their possession explosives or inflammable material; substances; or articles; or articles of an objectionable nature; or individuals under the influence of alcohol and/or drugs; or whose conduct and behavior is objectionable to other passengers; prospective passengers; or drivers; or medical personnel.</p> <p>B. GMTCare reserves its right to control seating, including the right to change such seating at any time during the transportation.</p> <p>C. GMTCare reserves the right, whenever the need arises, to transfer passengers from one transport vehicle to another.</p> <p>D. Immediate transportation is not guaranteed but is subject to limitations of available vehicles; equipment; and personnel. Should any of the above occur GMTCare reserves the right to transport passengers at the next available opportunity.</p> | |
| 40 | COMPLIANCE WITH LOCAL LAW | |
| | GMTCare shall comply with all local laws, rules, and regulations within its area of service. | |
| INTENTIONALLY LEFT BLANK | | |
| Issued: | | Effective: |
| Issued by: GMTCare, LLC 3645 W Oquendo Rd, Suite # 400 Las Vegas, NV 89118 | | <div style="border: 2px solid black; padding: 5px; display: inline-block;"> ACCEPTED FEB 19 2020 <small>Nevada Transportation Authority Las Vegas, Nevada</small> </div> |

E4/10

GMTCARE, LLC

| RULE NO. | RULES AND REGULATIONS |
|---|--|
| | SERVICE ZONES |
| 45 | <p>The proposed service area shall be divided into four zones:</p> <p><u>Zone 1:</u> shall include all areas within the City of Las Vegas and North Las Vegas</p> <p><u>Zone 2:</u> shall include the City of Henderson, Nevada</p> <p><u>Zone 3:</u> shall be the areas within Clark County, Nevada not specifically designated in Zones 1 and 2. This area shall be designated as "Rural Clark County."</p> <p><u>Zone 4:</u> shall be all other areas in the State of Nevada not included in the above zones.</p> |
| 50 | <p>MULTIPLE PASSENGER RATES</p> <p>If two wheelchair passengers from the same origination require transportation to the same destination at the same time, the rate charged each passenger shall be 75% of the applicable tariff rate for his or her transportation. All other patients transported during multiple passenger transports will be at 100% of the applicable tariff.</p> <p>There shall be no charge for passengers not requiring special transportation; and who are accompanying a passenger who requires special transportation.</p> |
| 55 | <p>DISCOUNTED RATES</p> <p>If any person or entity completes five or more transports within a single calendar day, the rate charged will be the "Discounted Rates" defined in Section 70 of this Tariff.</p> |
| 58 (N) | <p>BARIATRIC RATES</p> <p>Bariatric rates will be based on patient weight. Any patient weighing 350 pounds or more is considered bariatric. Bariatric wheelchair transports will be charged the base stretcher rate and the patient will be transported with two crew members in a stretcher vehicle. Bariatric stretcher transports will be charged the base stretcher rate times two and will include an additional 1-2 crew members.</p> |
| 59 (N) | <p>WAIT TIME</p> <p>Wait time is an additional charge based on amount of time. Wait time begins upon arrival to drop off (appointment or facility). There is a minimum of 30 minutes for wait time and any wait time under 30 minutes will be charged the 30 minute wait time price for the requested vehicle type.</p> |
| 60 | <p>MILEAGE</p> <p>Mileage is computed as the total driving distance between origination and destination address according to "Google Maps" online service, rounded up to the nearest mile.</p> |
| Issued: | Effective: |
| <p>Issued by:</p> <p>GMTCare, LLC 3645 W Oquendo Rd, Suite # 400 Las Vegas, NV 89118</p> | |
| <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>ACCEPTED</p> <p>FEB 19 2020</p> <p>Transportation Authority Las Vegas, Nevada</p> </div> | |

CARRIER NAME
CPCN/Permit 1115

Original Page #

N.T.A. #1

3% TAX Pursuant to SECTION 51 of AB175

The following rules apply to carriers who provide passenger transportation, excluding airport transport service:

Pursuant to Nevada Legislative Senate Bill No. 376

Sec. 36. Section 51 of Assembly Bill No. 175 of this session is hereby amended to read as follows:

Sec. 51. 1. Except as otherwise provided in subsection 2 and in addition to any other fee or assessment imposed pursuant to this chapter, an excise tax is hereby imposed on the connection, whether by dispatch or other means, made by a common motor carrier of a passenger to a person or operator willing to transport the passenger at the rate of 3 percent of the total fare charged for the transportation, which must include, without limitation, all fees, surcharges, technology fees, convenience charges for the use of a credit or debit card and any other amount that is part of the fare. The Department of Taxation shall charge and collect from each common motor carrier of passengers the excise tax imposed by this subsection.

2. The provisions of subsection 1 do not apply to an airport transfer service.

3. (Intentionally omitted)

4. As used in this section, "airport transfer service" means the transportation of passengers and their baggage in the same vehicle, except by taxicab, for a per capita charge between airports or between an airport and points and places in this State. The term does not include charter services by bus, charter services by limousine, scenic tours or special services.

NOTE 1: The passenger transportation recovery charge must be passed along to all customers.

NOTE 2: The 3% passenger transportation recovery charge must be shown separately from the total fare as defined above.

| | | |
|-----------------------------------|--|--|
| Issued: August 24, 2015 | Issued By: EMIL BEJGU GMTCare, LLC 3645 W Oquendo Rd, Suite # 400 Las Vegas, NV 89118 | Effective: <div style="border: 1px solid black; padding: 5px; text-align: center;">ACCEPTED FEB 19 2020 <small>Nevada Transportation Authority Las Vegas, Nevada</small></div> |
|-----------------------------------|--|--|

E6/10

GMTCARE, LLC

CPCN No. 1115

| RULE NO. | RULES AND REGULATIONS |
|--|--|
| 65 | <p align="center">STANDARD RATES PER ONE WAY TRANSPORTATION PER PERSON (Less than 5 transports per calendar day)</p> <p>ZONE 1: Greater Las Vegas Metropolitan Area/ North Las Vegas Ambulatory Patient: \$50.00 Wheelchair Service: \$85.00 Stretcher Service: \$135.00</p> <p>ZONE 2: Henderson Ambulatory Patient: \$60.00 Wheelchair Service: \$110.00 Stretcher Service: \$160.00</p> <p>ZONE 3: Rural Clark County Ambulatory Patients: i. a base rate of \$60.00; plus ii. \$3.75 per mile. Wheelchair Service: iii. a base rate of \$115.00; plus iv. \$3.75 per mile. Stretcher Service: i. a base rate of \$175.00; plus ii. \$3.75 per mile.</p> <p>Zone 4: Nye County and other areas in the State of Nevada Ambulatory Patient: i. a base rate of \$80.00; plus ii. 3.75 per mile. Wheelchair Service: i. a base rate of \$160.00; plus ii. \$3.75 per mile. Stretcher Service: i. a base rate of \$185.00; plus ii. \$3.75 per mile.</p> <p>Bariatric Stretcher: 350 pounds or more will be charged the base stretcher rate times two. Bariatric Wheelchair: 350 pounds or more will be charged the base stretcher rate. *See rule 58</p> <p>Wait time will be an additional charge per 30 minutes per person. *See rule 59</p> <p>(I) Ambulatory or Wheelchair: \$20.00 per 30 minutes or fraction thereof Stretcher: \$30.00 per 30 minutes or fraction thereof</p> |
| Issued: | Effective: |
| <p align="center">Issued by:</p> <p align="center">GMTCare, LLC 3645 W Oquendo Rd, Suite # 400 Las Vegas, NV 89118</p> | |

ACCEPTED
 Interim
JUN 03 2020
 Da. 20-05057
 Nevada Transportation Authority
 Las Vegas, Nevada

ACCEPTED
JUL 22 2020
 Nevada Transportation Authority
 Las Vegas, Nevada

E7/10

GMTCARE, LLC

CPCN No. 1115

| RULE NO. | RULES AND REGULATIONS |
|---|---|
| <p>70</p> <p>(I)</p> <p>(I)</p> <p>(I)</p> <p>(I)</p> | <p>DISCOUNTED RATES PER ONE WAY TRANSPORTATION PER PERSON</p> <p><u>ZONE 1:</u> Greater Las Vegas Metropolitan Area & North Las Vegas</p> <p>Ambulatory Patient: \$45.00 Wheelchair Service: \$80.00 Stretcher Service: \$125.00</p> <p><u>ZONE 2:</u> Henderson</p> <p>Ambulatory Patient: \$55.00 Wheelchair Service: \$100.00 Stretcher Service: \$150.00</p> <p><u>ZONE 3:</u> Rural Clark County</p> <p>Ambulatory Patients:</p> <ul style="list-style-type: none"> i. a base rate of \$60.00; plus ii. \$3.75 per mile. <p>Wheelchair Service:</p> <ul style="list-style-type: none"> i. a base rate of \$110.00; plus ii. \$3.75 per mile. <p>Stretcher Service:</p> <ul style="list-style-type: none"> i. a base rate of \$165.00; plus ii. \$3.75 per mile. <p><u>Zone 4:</u> Nye County and other areas in the State of Nevada</p> <p>Ambulatory Patient:</p> <ul style="list-style-type: none"> i. a base rate of \$80.00; plus ii. 3.75 per mile. <p>Wheelchair Service:</p> <ul style="list-style-type: none"> i. a base rate of \$160.00; plus ii. \$3.75 per mile. <p>Stretcher Service:</p> <ul style="list-style-type: none"> i. a base rate of \$185.00; plus ii. \$3.75 per mile. <p>Bariatric Stretcher: 350 pounds or more will be charged discounted stretcher base rate times two. Bariatric Wheelchair: 350 pounds or more will be charged discounted stretcher rate. *See rule 58</p> <p>Wait time will be an additional charge per 30 minutes per person Ambulatory or Wheelchair: \$20.00 per 30 minutes or fraction thereof Stretcher: \$30.00 per 30 minutes or fraction thereof *See rule 59</p> <p>NOTE: The services of medical professionals, if necessary, will be provided by independent contractors who will charge their normal fees.</p> |
| Issued: | Effective: |
| | <p>Issued by: GMTCare, LLC 3645 W Oquendo Rd, Suite # 400 Las Vegas, NV 89118</p> <div data-bbox="1117 1749 1417 1919" style="border: 1px solid black; padding: 5px;"> <p>ACCEPTED Interim JUN 03 2020 00 20-05007 Nevada Transportation Authority Las Vegas, Nevada</p> </div> |

ACCEPTED

JUL 22 2020

Nevada Transportation Authority
Las Vegas, Nevada

E 8/10

CARRIER NAME
CPCN/Permit 1115

Original Page #

N.T.A. #1

3% TAX Pursuant to SECTION 51 of AB175

The following rules apply to carriers who provide passenger transportation, excluding airport transport service:

Pursuant to Nevada Legislative Senate Bill No. 376

Sec. 36. Section 51 of Assembly Bill No. 175 of this session is hereby amended to read as follows:

Sec. 51. 1. Except as otherwise provided in subsection 2 and in addition to any other fee or assessment imposed pursuant to this chapter, an excise tax is hereby imposed on the connection, whether by dispatch or other means, made by a common motor carrier of a passenger to a person or operator willing to transport the passenger at the rate of 3 percent of the total fare charged for the transportation, which must include, without limitation, all fees, surcharges, technology fees, convenience charges for the use of a credit or debit card and any other amount that is part of the fare. The Department of Taxation shall charge and collect from each common motor carrier of passengers the excise tax imposed by this subsection.

2. The provisions of subsection 1 do not apply to an airport transfer service.

3. (Intentionally omitted)

4. As used in this section, "airport transfer service" means the transportation of passengers and their baggage in the same vehicle, except by taxicab, for a per capita charge between airports or between an airport and points and places in this State. The term does not include charter services by bus, charter services by limousine, scenic tours or special services.

NOTE 1: The passenger transportation recovery charge must be passed along to all customers.

NOTE 2: The 3% passenger transportation recovery charge must be shown separately from the total fare as defined above.

| | | |
|---------------------------------------|--|--|
| Issued: August 24, 2015 | Issued By: EMIL BEJGU GMTCare, LLC 3645 W Oquendo Rd, Suite # 400 Las Vegas, NV 89118 | Effective: <div style="border: 1px solid black; padding: 5px; text-align: center;">ACCEPTED FEB 19 2020 Nevada Transportation Authority Las Vegas, Nevada</div> |
|---------------------------------------|--|--|

E9/10

GMTCARE, LLC

CPCN 1115

**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

ISSUED:



**ISSUED BY:
GMTCARE, LLC**

**3645 W. Oquendo Rd, Suite 400
Las Vegas, NV 89118**



EFFECTIVE:

E10/10

Agenda Item#

85

Western Trails Charters & Tours, LLC
d/b/a St. George Express, Salt Lake Express
Docket 21-03021
January 13, 2022 General Session

History:

Western Trails Charters & Tours, LLC (“WTCT”) received interim temporary authority to operate as a passenger carrier to provide special services including regular and irregular routes, and airport transfer service within the State of Nevada under CPCN 1144 on March 18, 2021.

WTCT filed for an advisory opinion as to what constitutes intrastate vs. interstate charter bus transportation. It was discussed at the July 27, 2021 general session. It was agreed by the Authority that no action should be taken.

Staff is seeking to move forward with this application but they are not responsive. Below is the history of attempts:

Financial Analyst Shelton:

- 9/27/2021 sent an email to Jacob Price.
- 10/6/2021 left a voice message for Jacob Price.
- 10/18/2021 left voice message and sent an email to Jacob Price.
- 11/9/2021 Greg Hendricks was calling the NTA’s main number to add EDC buses. I answered and told him that I haven’t received an application. Said he’s on it.
- 12/14/2021 left a voice message for Greg Hendricks.
- 12/14/2021 sent an email to Jacob Price. Told him I am requesting to have this on the January agenda.
- To date, 12/30/2021, neither Jacob nor Greg has called or sent me an email regarding this.

Compliance Investigator Acevedo:

Additionally, there is only one driver on file for this fleet of 6 vehicles and he is listed as a driver for both of their companies. Driver files have been requested but not provided.

4 drivers have returned the driver permit – fingerprint request forms, but no print results have been received.

Agenda Item#

86

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

| | | |
|---|---|-----------------|
| In Re: The Application of Medlife Transportation, |) | |
| LLC d/b/a Medlife Transportation for an expansion |) | Docket 21-05036 |
| of operating authority granted under Certificate of |) | |
| Public Convenience and Necessity ("CPCN") 1126 |) | |
| Sub 1. |) | |

At a general session of the Nevada Transportation
Authority held on February 17, 2022

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
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 May 27, 2021, Medlife Transportation, LLC d/b/a Medlife Transportation ("Applicant") filed an Application with the Authority for an expansion of authority granted under Certificate of Public Convenience and Necessity ("CPCN") 1126, Sub 1. The Applicant seeks to increase the number of vehicles in their fleet from a total of three (3) vehicles to a total of nine (9) vehicles. Said Application was designated Docket 21-05036.
2. That on June 10, 2021, the Application was properly noticed to the public and set forth a deadline of July 12, 2021 to file Petitions for Leave to Intervene ("PLTI") or Protests.
3. That on July 12, 2021, GMT CARE, by and through their counsel, Brent A. Carson, Esq., filed a PLTI which was granted by Chairman Dawn Gibbons. No other PLTIs or Protests were filed.
4. That on January 13, 2022, GMT CARE withdrew its PLTI and converted to Protestant status.

5. That on January 14, 2022, the Applicant filed a stipulated agreement with GMT amending their application to reduce the number of vehicles requested from a total of nine (9) to a total of seven (7) and several other restrictions be placed on their CPCN.
6. That on January 18, 2022, the Applicant filed a Motion for interim authority to immediately add three (3) vehicles to their fleet. The interim authority was approved by Commissioner R. David Groover.
7. That staff requested the hearing on the Application be dispensed, pursuant to NRS 706.391 paragraph 9. The request was granted by Chairman Dawn Gibbons serving in her capacity as Presiding Officer for the Authority.
8. Authority Staff reported the following:
 - a. Karen Rayon, Compliance Audit Investigator for the Authority, investigated the Applicant's background and inspected documentation relative to the proposed operation. Ms. Rayson reported no areas of concern regarding the Applicant's operational fitness and reported that she supported approval of the Application.
 - b. Yvonne Shelton, Financial Analyst for the Authority, inspected the Applicant's financial and marketing information and reported no areas of concern regarding the Applicant's marketing plan or financial fitness. Ms. Shelton reported that she supported approval of the Application.
 - c. Liz Babcock, Applications Manager for the Authority, reported that the Applicant met the requirements, that Staff had no overall concerns and supported approval of the Application.
9. Based on all the 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:

Provide non-emergency medical transportation of passengers at a per capita rate within Clark and Nye Counties, Nevada.

RESTRICTIONS:

All transportation must originate and/or terminate at a medical facility.

The number of vehicles in the carrier's fleet shall be no more than seven (7).

Three (3) vehicles to be added to the fleet in 2022. The fourth vehicle may be placed in service any time after 2022.

The carrier shall not request an expansion of authority until 2024.

2. Upon full compliance with the conditions of this Order, the Certificate identified as **CPCN 1126, Sub 1** shall be CANCELLED and a new Certificate of Public Convenience and Necessity designated as **CPCN 1126, Sub 2** shall be issued to Medlife Transportation, LLC d/b/a Medlife Transportation authorizing operation in non-emergency medical transportation 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 for approval by the Authority Staff a final tariff, which includes a description of the authority granted, CPCN number, name and address.
 - c. 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 the Applicant meeting all requirements set forth herein.

///

///

///

///

///

///

///

///

///

///

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

R. David Groover, 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.

Medlife Transportation, LLC
Application to Increase Vehicle Fleet - NEMT
Docket 21-05036
February 17, 2022 General Session

Application Summary:

On May 27, 2021, Medlife Transportation, LLC (“Applicant/Medlife”) filed an application requesting authority to add 6 vehicles (for a total of 9 vehicles). Relu Georgescu and Daniela Spiridon are each 50% members of the LLC and have been operating Medlife under CPCN 1126, Sub 1 (Attachment A) since inception in 2015 with 1 vehicle until June of 2018 when they expanded their fleet to 3 vehicles.

On June 10, 2021, the application was noticed and set forth a deadline of July 12, 2021 to file PLTI/Protests.

On July 12, 2021, GMT CARE (“GMT”), by and through their counsel, Brent A. Carson Esq., timely filed a PLTI that was granted by Chairman Dawn Gibbons.

On January 13, 2022, Medlife and GMT filed a Stipulation and Order to Withdraw GMT’s Intervention subject to conditions listed therein and converted to Protestant status. Medlife, through their counsel, Kimberly Rushton, agreed to amend their application with the following self-imposed conditions: add 4 vehicles (for a total of 7 vehicles); add only 3 of the 4 vehicles in 2022; add the 4th vehicle after 2022; and not file for expansion until 2024.

On January 18, 2022, the Applicant filed a Motion for Interim Authority to immediately add 3 vehicles. The interim request was granted by Commissioner R. David Groover.

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 PLTI filed was withdrawn and therefore, an application hearing is not required.
- 2) Background investigation was performed with no areas of concern (Attachment B).
- 3) Market – It’s a contract with HCP IPA Nevada (entered in December 2020) and created the demand for the additional vehicles (Attachment C). Staff verified that an additional 13 one-ways (5 days a week and all wheelchair rates). The market stated it has no referral business and all rides are booked directly with the Applicant and paid by the patient’s insurance company.
- 4) Pro Forma Balance Sheet – Lists 6 additional vehicles, as originally requested, and meets the Authority’s requirements. It has 57% equity, a 5 to 1 current ratio and enough cash to cover 60 days’ worth of fixed expenses (Attachment D).

- 5) Pro Forma Income Statement – Projects an additional \$631,995 in revenues and \$167,627 in net income by adding 6 vehicles, as originally requested (Attachment E). After making the adjustments listed below, Staff supports adding only 5 vehicles, which is irrelevant since the Applicant subsequently amended the application to add only 4 vehicles.
- a. Staff verified \$456,300 in revenues vs. \$631,995.
 - b. Drivers' payroll expense, payroll taxes, fuel, and medical supplies were low (immaterially by 1-2%).
- 6) Tariff – the new discounted rates for Boulder City, Rural Clark County, and Nye and out of Clark County regions are within the range of rates currently charged by the industry for similar services. (Attachment F)
- 7) No additional compliance items other than those listed on the Investigator's Background Report are required as Medlife already owns 3 of the 4 vehicles and has sufficient funds to acquire vehicle #4.

Attachments:

- A. Applicant's CPCN certificate
- B. Investigator's Background Report without exhibits
- C. Applicant's Market
- D. Pro Forma Balance Sheet
- E. Pro Forma Income Statement
- F. Tariff

NEVADA TRANSPORTATION AUTHORITY
ORDER
and
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Medlife Transportation, LLC
d/b/a Medlife Transportation

CPCN 1126, Sub 1
Docket No. 17-04006

The Nevada Transportation Authority ("Authority") finds that the above-named carrier has complied with this Authority's Compliance Order dated January 26, 2018, 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 the certificate identified as CPCN 1126 is hereby cancelled and Medlife Transportation, LLC d/b/a Medlife Transportation is hereby granted this certificate identified as CPCN 1126, Sub 1, 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:

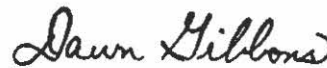
Provide non-emergency medical transportation of passengers at a per capita rate within Clark and Nye County, Nevada.

RESTRICTIONS:
All transportation must originate and/or terminate at a medical facility.

The number of vehicles in the carrier's fleet shall be no more than three (3).

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,



Dawn Gibbons, Chairman

Attest:



Mark T. Liapis, Administrative Attorney

Dated: June 1, 2018
Las Vegas, Nevada



A-K

**STATE OF NEVADA
TRANSPORTATION AUTHORITY
BACKGROUND INVESTIGATION FOR ALL CARRIER APPLICATIONS
EXPANSION OF AUTHORITY**

CPCN 1126

| | |
|---|---|
| DOCKET NUMBER: 21-05036 | DATE APPLICATION WAS FILED: 05/27/21 |
| APPLICANT: Relu Georgescu | TITLE: |
| COMPANY NAME: Medlife Transportation, LLC d/b/a Medlife Transportation | |
| ADDRESS: 8170 W Sahara Ave #102, Las Vegas, NV 89117 | |
| PHONE NUMBERS: 702-648-8000 | |
| ATTORNEY: Kimberly Maxson-Rushton, Esq | PHONE#: 702-3861125 |
| INVESTIGATOR: K. Rayson | DATE ASSIGNED: 06/14/21 |

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

| | | | | | |
|--|--------------|-----------|-------------------------------------|-------|--|
| What type of expansion is requested? | Geographical | Equipment | <input checked="" type="checkbox"/> | Other | |
| Explain: | | | | | |
| Applicant is requesting authority to operate an additional 6 vehicles for a total of 9 vehicles. | | | | | |

| | | | | | |
|---|--|------------------|--|------------------|-------------------------------------|
| What type of service does the Applicant currently provide: | | | | | |
| Charter Limousine | | Contract Carrier | | Airport Transfer | |
| Charter Bus | | Special Services | | NEMT | <input checked="" type="checkbox"/> |
| USDOT Authority | | Other States | | Taxi | |
| | | | | *Consent | Non-consent |

| | |
|---|----------------------|
| Copy of Carriers current Certificate | Exhibit B |
|---|----------------------|

| | | | |
|--|-----|----|-------------------------------------|
| Is the Applicant seeking to add a new operating authority? | YES | NO | <input checked="" type="checkbox"/> |
| If so, what type of operating authority? | | | |
| Does the Applicant understand the distinction/differences between their current grant of operating authority and the new authority sought? | YES | -- | NO |
| | | | N/A |

| | | | |
|--|-----|----|-----|
| What new geographical area of service is proposed, if applicable: N/A | | | |
| If a geographical expansion is sought, will the Applicant be adding a new equipment point? | YES | -- | NO |
| | | | N/A |
| If so, describe: | | | |
| If a geographical expansion is sought, does this expansion require the hiring of additional personnel? | YES | -- | NO |
| | | | N/A |
| If yes, describe the Applicant's plan: | | | |

| | | | |
|---|-----|----|-------------------------------------|
| Will Applicant's business structure/ownership change from what is currently on file with the NTA? | YES | NO | <input checked="" type="checkbox"/> |
|---|-----|----|-------------------------------------|

| | |
|---|--------------------------|
| If the Applicant is increasing the amount of equipment, describe the type and number of vehicles the Applicant intends to operate: | |
| A. Type of Vehicles: Handicap accessible vans for transporting non-emergency medical patients | ENTERED 8/3/21 |
| B. Number of Vehicles: Applicant is requesting authority to add 6 vehicles to their fleet for a total of 9 vehicles | |

B-112

| | | | |
|--|-----|---|----|
| Will the Applicant's current facilities accommodate the planned expansion? | YES | X | NO |
| If not, describe the Applicant's plan to accommodate: | | | |
| Does this facility expansion require the hiring of additional personnel? | YES | X | NO |
| Does the Applicant have an acceptable timekeeping method? | YES | X | NO |
| If yes, describe: | | | |
| Time clock | | | |

| | | | | |
|---|-----|--|----|---|
| Has the criminal background check disclosed any issue of concern? | YES | | NO | X |
| Name(s): | | | | |
| Relu Georgescu | | | | |
| Daniela Spiridon | | | | |

| | | | | |
|---|-----|--|----|---|
| 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: | | | | |

| | |
|---|---------|
| 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 |

| | |
|---------------------------------------|---------|
| Attach copy of Operational Inspection | Exhibit |
| | C |

| COMPLIANCE ITEMS | |
|------------------|---|
| 1 | Avoid Material Changes |
| 2 | Make vehicle(s) available for inspections by Enforcement Staff to ensure that they properly display their CPCN, Logo and/or name of motor carrier in accordance with NAC 706.170. Provide copies of annual (US DOT) vehicle inspections, insurance cab cards, titles and registrations. |
| 3 | File a tariff for approval by the Financial Analyst. |
| 4 | Apply for NTA Decals |
| 5 | Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority. |

| | |
|---|---------------|
| INVESTIGATOR <i>K. Ray</i> | DATE: 7/29/21 |
| REVIEWED BY SUPERVISOR <i>[Signature]</i> | DATE: 8/3/21 |
| REVIEWED BY APPLICATION MANAGER: <i>[Signature]</i> | DATE: 8/3/21 |

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 will be marked as NA.

PROVIDER SERVICES AGREEMENT

This PROVIDER SERVICES AGREEMENT ("Agreement") between HCP IPA Nevada, LLC, a Nevada limited liability company ("Company"), and Medlife Transportation, LLC, ("Provider") a Nevada professional medical corporation, is effective as of the effective date set forth on the signature page ("Effective Date").

RECITALS

WHEREAS, Company arranges for the delivery of health services to Members (defined below) through its network of providers under contract with Company;

WHEREAS, Company enters into agreements with Plans (defined below) to arrange for the provision of certain Covered Services (defined below) for Members; and

WHEREAS, Company and Provider desire to enter into this Agreement for Provider to provide or arrange for the provision of certain Covered Services to Members in accordance with Company's agreements with Plans.

NOW THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

Under this Agreement, capitalized terms are defined as set forth below:

- 1.1 "Affiliate" means an entity (i) that directly or indirectly owns or is owned by Company; (ii) that is, directly or indirectly, controlling or controlled by Company; or (iii) that is, directly or indirectly, under common ownership, control or management with Company.
- 1.2 "Associate Provider" means a physician or allied health professional who has an ownership interest in, or is employed by or under contract with, Provider and provides Covered Services under this Agreement.
- 1.3 "Authorization" or "Authorized" means the written approval by Company, required to be obtained by Provider in accordance with the Provider Manual, before (i) a Member may be admitted to an institutional Provider, (ii) referring a Member to a provider, or (iii) providing Covered Services (other than Emergency Services) to a Member.
- 1.4 "Benefit Plan" means a certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payor is obligated to provide coverage of Covered Services for a Member.
- 1.5 "CMS" means the Centers for Medicare and Medicaid Services, an administrative agency of the United States government responsible for administering the federal Medicare and Medicaid programs.
- 1.6 "Cost Share" means the portion of the cost of Covered Services the Member is obligated to pay directly to Provider under the Member's Benefit Plan (e.g. deductibles, co-insurance, or copayments), and the Provider is responsible to collect directly from the Member.
- 1.7 "Covered Services" means Medically Necessary health care services a Member is eligible to receive under the Member's Benefit Plan.
- 1.8 "Emergency Services" means the services necessary in the event of an emergency, as defined in the Member's Benefit Plan.
- 1.9 "Institutional Provider" means a hospital, skilled nursing facility or long-term care facility.
- 1.10 "Medical Director" means a physician authorized by Company to administer Company medical affairs and serve as Company's medical liaison to Plans and Participating Providers, including Provider.
- 1.11 "Medically Necessary" or "Medical Necessity" has the meaning set forth in the Member's Benefit Plan.
- 1.12 "Member" means an individual eligible to receive Covered Services under a Benefit Plan, including any eligible dependents and beneficiaries, who is assigned to Company by Plan to provide or arrange the provision of Covered Services.

C-11/30

PROVIDER SERVICES AGREEMENT

1.13 "Participating Institutional Provider" means an Institutional Provider contracted with Company and/or the applicable Plan to provide certain Covered Services to Members.

1.14 "Participating Physician" means a physician contracted with Company to provide certain Covered Services to Members.

1.15 "Participating Provider" means a Participating Physician, Participating Institutional Provider, health care facility, medical group, home health care agency, outpatient dialysis center, or any other health care provider involved in the delivery of health care services under an agreement with Company for the provision of certain Covered Services to Members.

1.16 "Payor" means the party contractually obligated to generate payment for Covered Services. This party may be Company, the Plan or another party.

1.17 "Payor Agreement" means a written agreement between Company and a Plan that requires Company Participating Providers to provide or arrange for the provision of certain Covered Services to Members.

1.18 "Plan" means a health care service plan, federally qualified health maintenance organization or other purchaser of Covered Services, including a plan licensed under the Employee Retirement Income Security Act ("ERISA") or a government program, under contract with Company for Company to provide or arrange for the provision of Covered Services to a Member.

1.19 "Provider" means the individual physician or group of physicians that enters into this Agreement. All references to Provider apply to Associate Providers with respect to the provision of Covered Services.

1.20 "Provider Manual" means Company documents containing administrative guidelines and procedures, including policies and procedures pertaining to Authorization procedures, physician credentialing, recredentialing, utilization review, operational standards, appeals, sanctions, claim submission, medical cost management, quality assurance and other protocols, required to manage Company's provider network and maintain the cost effective delivery of quality health care. The Provider Manual includes applicable Plan policies, procedures, and manuals made available to Provider by Plan or Company.

1.21 "State" means the State of Nevada.

ARTICLE II – PARTICIPATION REQUIREMENTS

2.1 **Representations.** Provider represents and warrants:

- a. Provider is authorized to do business in the State;
- b. Each Associate Provider is licensed to practice medicine in the State, is in good standing with the applicable State professional licensing agency, and maintains a Drug Enforcement Administration ("DEA") Controlled Substance Certificate, as applicable to Associate Provider's practice;
- c. Each Associate Provider will maintain his/her professional competence and skills commensurate with the medical standards of the community and as required by applicable law;
- d. Each physician Associate Provider is currently board certified, or board eligible, as applicable, unless otherwise waived by Company;
- e. If Provider's medical practice requires Associate Provider(s) to admit patients to or provide medical services at a hospital(s), those Associate Provider(s) will remain in good standing on the medical staff of a Participating Institutional Provider designated by Company within the geographic area in which Provider renders Covered Services, with privileges in Associate Provider's specialty, during the term of this Agreement;
- f. Neither Provider nor any Associate Provider is subject to any oral or written agreement that prohibits, restricts or otherwise could interfere with Provider's ability to provide Covered Services or perform its obligations under this Agreement; and

PROVIDER SERVICES AGREEMENT

g. Neither Provider nor any Associate Provider has opted out of participation in Medicare or is excluded from participation in, or otherwise sanctioned under, Medicare or any other federal or state health care program.

2.2 Plan Participation. Provider grants Company authority to enter into Payor Agreement(s) on Provider's behalf to provide or arrange for the provision of Covered Services under one or more Benefit Plans, and will comply with the provisions of the Payor Agreements. Company has discretion to determine the Benefit Plans in which Provider will participate through Company. Provider will not contract, directly or indirectly, with a Plan to participate in a Benefit Plan for the Members for which Company has accepted shared or global risk from the Plan.

2.3 Covered Services. Provider will provide Covered Services within the scope of Provider's licensing, training, experience and qualifications, and consistent with accepted standards of medical practice, applicable Plan agreements, the Provider Manual, and the Agreement. Provider will devote sufficient time, attention and energy necessary for the competent and effective performance of Provider's duties under this Agreement. If any Associate Provider is terminated under this Agreement or Provider's contract with the Associate Provider, Provider will remain responsible for providing or arranging Covered Services through remaining Associate Providers and will remain financially responsible for Covered Services provided to Members for which Company has compensated Provider. Provider will be responsible for responding to emergent needs of Members unless other arrangements are made by Company. Provider will supply all necessary office personnel, equipment, instruments and supplies required to perform Covered Services and which are usual and customary for a medical practice in Provider's community.

2.4 Associate Providers and Covering Physicians.

2.4.1 Associate Provider Representations. Provider: (a) warrants and represents it has the authority to contract on behalf of Associate Provider(s) and obligate them to comply with this Agreement; (b) must communicate the terms of this Agreement, except rates of compensation, to each Associate Provider; (c) will ensure each Associate Provider complies with this Agreement; and (d) will ensure no Associate Provider provides Covered Services until Company credentials the provider and the provider meets Company's credentialing standards.

2.4.2 Provider and Associate Provider Information. Provider will provide Company with at least ninety (90) days prior written notice, or as soon as reasonably possible, of any change in Provider's or an Associate Provider's information, including contact information, or the addition or departure of any Associate Provider to Provider's practice under this Agreement. Company may add Associate Providers under this Agreement at its discretion.

2.4.3 Covering Physician. If Provider cannot provide Covered Services as needed, Provider will arrange for the Covered Services to be provided by a Participating Provider. If Provider cannot secure the services of a Participating Provider, Provider will secure the services of a covering physician to render or arrange the Covered Services, subject to Company and Provider Manual requirements, and ensure the covering physician meets the Associate Provider requirements in this Agreement. Provider will notify Company in writing of, and Company must approve in writing, the covering physician, but Company cannot unreasonably withhold or delay its approval. Provider will ensure the covering physician and any health care provider(s) who provide services associated with the covering physician's services, look solely to Provider for compensation and comply with Provider's obligations under this Agreement, and Company may deduct from amounts Company owes to Provider any amount paid by Company to the covering physician or associated provider because of Provider's failure to pay for those services.

2.5 Notice Requirements. Provider will immediately notify Company in writing if any of the following occur ("Notice Events"):

2.5.1 Provider's or any Associate Provider's license to practice medicine, DEA Controlled Substance Certificate, or authority to operate in the State is revoked, suspended, modified, or restricted, or Provider or Associate Provider is otherwise disciplined by an applicable regulatory agency or professional licensing board.

2.5.2 Provider's or any Associate Provider's medical staff membership or clinical privileges at a general acute care hospital are terminated, suspended, reduced, modified or restricted. Provider authorizes Company to receive notice thereof directly from an Institutional Provider.

2.5.3 Provider or any Associate Provider does not comply with the insurance requirements in this Agreement.

2.5.4 Provider or any Associate Provider opts out of participation in Medicare or is excluded from participation in, or otherwise sanctioned under, Medicare or any other federal or state health care program.

PROVIDER SERVICES AGREEMENT

2.5.5 Provider or Associate Provider allows an individual excluded from participation under any federal or state health care program, including Medicare, to provide any service to a Member.

2.5.6 A malpractice claim is filed or likely to be filed against Provider or any Associate Provider, and each settlement or judgment of a malpractice claim entered into by Provider.

2.5.7 Provider or any Associate Provider is indicted for or convicted of a felony or misdemeanor.

2.5.8 Provider or any Associate Provider enters into a private contract with a Medicare beneficiary to provide a health care service that would otherwise be a Covered Service.

2.5.9 Provider or any Associate Provider becomes dismembered, disabled, or otherwise incapable of performing its obligations under this Agreement, including: (a) addiction to alcohol, narcotics or any other controlled substances or (ii) diagnosis of severe mental or emotional disturbance, as reasonably determined by Company.

2.6 Compliance Requirements. Provider will comply with:

2.6.1 Regulatory and Licensing Requirements. Provider will comply with applicable law, including regulatory agency and licensing board requirements, professionally recognized standards of health care, and ethical standards, and will cooperate with Company for Company to meet any Plan or legal requirement.

2.6.2 Provider Manual. Provider will comply with the Provider Manual, including requirements applicable to Company's provider network and Provider's performance under this Agreement. Company will make the Provider Manual available to Provider. Company may amend the Provider Manual in its discretion.

2.6.3 Pharmaceutical Formularies. Provider will comply with pharmaceutical formularies developed or adopted by Company or Plan, as designated by Company, unless Medical Necessity dictates otherwise.

2.6.4 Quality Programs. Provider will comply with quality program requirements identified by Company, including the National Committee for Quality Assurance ("NCQA"), the Healthcare Effectiveness Data and Information Set ("HEDIS"), and other applicable accrediting agency or Plan requirements. Provider will cooperate with Medical Directors and Plan medical directors in their review of the quality of care provided to Members, and with any independent quality review and improvement organization's activities pertaining to provision of Covered Services. Provider will provide information required by Company or a Plan to demonstrate compliance with the requirements, including Provider's performance data for quality improvement activities.

2.6.5 Utilization Review and Referral Programs. Provider will comply with Company's utilization review and referral management programs, as set forth in the Provider Manual. Before providing any non-Emergency Services, Provider will determine if the service requires Authorization by reviewing Company's and the applicable Plan's Authorization requirements or by contacting Company's Authorization department. If Provider knowingly refers a Member to a non-Participating Provider, Company may deduct from any payment Company owes to Provider the difference in the amount Company paid the non-Participating Provider and the contracted rate Company would have paid to a Participating Provider for those services. Company will provide a statement to Provider detailing the deduction.

2.6.6 Eligibility. Except for Emergency Services, Provider will verify each Member's eligibility with Company or the applicable Plan before providing Covered Services. Neither Company nor the applicable Plan will compensate Provider for any services rendered to a person not eligible to receive Covered Services.

2.6.7 Complaint and Grievance Procedures. Provider will comply with Company's and Plan's complaint and grievance procedures as set forth in the Provider Manual.

2.7 Credentialing. Provider will comply with the credentialing and recredentialing requirements identified in the Provider Manual. This Agreement is contingent on Provider and each Associate Provider successfully completing Company's or Plan's credentialing process, as applicable. Neither Company nor Member will be financially responsible for Covered Services provided by an Associate Provider not credentialed by Company. Provider authorizes Company to release information, including records, summaries of records, statistical reports specific to Provider (such as physician utilization profiles pertinent to Provider's use of Covered Services, Provider qualifications, and credentialing information) to Plans

C-4/30

PROVIDER SERVICES AGREEMENT

without Provider's prior written consent. Provider will hold Company, its employees or its authorized agents harmless for any loss Provider, its employees or its authorized agents incur because Company released information under this Section, unless Company knowingly provided incorrect information about Provider to a Plan.

2.8 Consent to Obtain Information. Provider grants Company permission to access all information, including records, summaries of records, reports, files or data related to Provider's or any Associate Provider's professional qualifications, Provider's fitness to perform duties under this Agreement, or the quality of care rendered by Provider, from any Institutional Provider, governmental or private agency or association (including the National Practitioner Data Bank and applicable licensing board), or any other entity or individual, related to Provider's obligations under this Agreement. Provider will provide Company with any authorization Company may require from Provider to obtain this information. Provider grants Company permission to authorize Plans contracting with Company to obtain the information described above. Provider releases Company, its employees and its authorized agents from any liability and expense Provider, its employees or its authorized agents incur because of any action taken by Company under this Section.

2.9 Member Access Requirements. Provider will comply with the following Member access requirements:

2.9.1 Access Standards. Provider will comply with appointment and phone access standards within the time frames as required by law and as set forth in this Agreement and the Provider Manual. Provider will provide or arrange for Covered Services to Members during Provider's normal, reasonable business hours. Provider will not limit Member appointments to certain days or hours. Provider will provide or arrange for the provision of Emergency Services 24 hours a day, 7 days a week. Provider will comply with Company's language assistance program standards developed pursuant to applicable State or Federal law.

2.9.2 Acceptance of Members. Provider will accept Members according to Company and Plan requirements. Provider will provide Company with at least ninety (90) days prior written notice before closing its patient panel to any new Member. Any panel closure must apply to every independent physician association, medical group or health plan contracted with Provider. Provider will not close its panel to a Member who transfers from one Benefit Plan to another Benefit Plan. Provider will provide Company at least five (5) days prior written notice if it re-opens its patient panel to new patients. If Provider or Company determines Provider cannot provide effective medical care to any Member(s), Company and Provider will cooperate to transfer those Member(s) to another Participating Provider. Neither Company or any Plan must assign, transfer or refer any minimum or maximum number of Members to Provider.

2.9.3 Intentionally Omitted.

2.9.4 Intentionally Omitted.

2.10 Non-Discrimination. Provider will: (a) not differentiate or discriminate in the provision of Covered Services to Members because of race, color, creed, ethnicity, national origin, ancestry, religion, sex, marital status, sexual orientation, age (except as provided by law), physical or mental handicap, or health status, such as End Stage Renal Disease, claims experience, medical history, evidence of insurability (including conditions arising out of acts of domestic violence), disability, genetic information or source of payment, and (b) render Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as offered to non-Members consistent with State law requirements and existing medical, ethical and legal requirements for providing continuity of care.

2.11 Treatment Communications. Nothing in this Agreement is intended to prohibit any communication between Provider and a Member: (i) necessary or appropriate for the diagnosis and treatment of the Member, regardless of Benefit Plan limitations, or (ii) regarding changes to Provider's practice, if any those changes are not otherwise in breach of this Agreement.

2.12 Insurance. Provider will comply with the following Provider insurance requirements:

2.12.1 Professional Liability Insurance. Provider will obtain at its sole cost and expense, and will ensure each Associate Provider is covered by, professional liability insurance in a minimum amount of \$1,000,000.00 per claim and \$3,000,000.00 in the annual aggregate to cover any loss alleged to have been caused by Provider, its agents, or its employees. If the policy is a "claims made" policy, Provider will purchase a "tail" policy for a period of not less than five (5) years following the effective termination date of the claims made policy, unless a Plan requires a longer coverage period. The tail policy must have the same coverage limits as the primary policy.

C-5/38

PROVIDER SERVICES AGREEMENT

2.12.2 Comprehensive General Liability Insurance. Provider will obtain at its sole cost and expense insurance coverage in an amount and scope reasonable for the operation of Provider's business, or as otherwise required by a Plan.

2.12.3 Workers' Compensation Insurance. As required by applicable law, Provider will obtain at its sole cost and expense workers' compensation insurance for Provider's agents, employees, and Associate Providers.

2.12.4 Proof of Insurance. Provider will provide Company at least thirty (30) days prior written notice if any insurance policy required under this Agreement is cancelled, changed or amended. Provider will furnish, at Company's reasonable request, written evidence that the policies are in full force and effect.

2.13 Delegation of Obligations. Company may subcontract performance of its obligations under this Agreement. Company has not under this Agreement delegated to Provider any of its administrative obligations to a Plan or Payor. Provider will not delegate or subcontract any of its obligations under this Agreement, except that Provider may contract with another provider to provide Covered Services as set forth in this Agreement.

2.14 Marketing Services. Company and each Plan may use Provider's and any Associate Provider's name, address, telephone number, type of practice, panel status and other similar information in a Company or Plan directory of Participating Providers and in any marketing materials or forum utilized by Company or Plan.

2.15 Permitted Activities. Provider may contract with independent physician associations, medical groups or health plans for the provision of health care services if: (i) the provision of those services does not adversely impact Provider's performance under this Agreement; (ii) Provider does not directly or indirectly represent that those services are provided by or on behalf of Company; and (iii) neither Provider nor Associate Provider bill Company for the provision of those services. If Company determines that a contract between Provider and an independent physician association, medical group or health plan adversely impacts Provider's performance under this Agreement, Company may provide written notice thereof to Provider, and Provider will have thirty (30) days to demonstrate in writing to Company that the other contract does not adversely impact Provider's performance under this Agreement. At Provider's request, the parties will meet and confer in good faith to discuss the other contract(s). If Company determines that the other contract adversely impacts Provider's performance under this Agreement, Company may request Provider to terminate the contract within no earlier than ninety (90) days. If Provider does not terminate the other contract, Company may terminate this Agreement by providing at least thirty (30) days prior written notice thereof.

2.16 Conflicts of Interest. Provider will not have any arrangement that may adversely influence Provider's judgment in providing Covered Services or other health care services to patients, or any other direct or indirect conflict of interest with respect to providing Covered Services. If Provider identifies any such arrangement or conflict of interest of Provider or any Associate Provider, Provider will (i) immediately notify Company, and (ii) take any necessary action to ensure the provision of Covered Services is not adversely influenced by the arrangement or conflict of interest.

ARTICLE III - COMPENSATION

3.1 Compensation. Provider will accept the compensation set forth in Attachment A-1, less any Cost Share, as payment in full for Covered Services. Provider will hold Company and Members harmless for any difference between the applicable compensation rates in Attachment A-1 and the rates in an agreement Provider may have with a Payor. If the payment amount Company receives from CMS, a State Medicaid program or a Plan, directly or indirectly, prospectively or retroactively, is increased or reduced because of changes in federal or State law, regulations, or guidance, Company may increase or reduce payments owed to Provider commensurate with Company's increase or reduction in funds.

3.2 Acknowledgement of Other Payors. Company may not be the Payor for certain Covered Services to Members. If a Payor other than Company is financially responsible to compensate Provider for Covered Services provided by Provider, Provider will look solely to the other Payor for compensation and will not bill Company or the Member for Covered Services. Other Payors include the Plans identified in Attachment D-3. Company will, upon Provider's request, provide Provider with information on the Covered Services Company for which Company is not financially responsible under a Payor Agreement. Provider may bill the Payor directly for those Covered Services, and the compensation will be determined by Payor and Provider.

3.3 Retroactive Adjustments.

C-6/31

PROVIDER SERVICES AGREEMENT

3.3.1 Disenrollments. If CMS or a Plan notifies Company or Payor of a retroactive disenrollment of a Member, Company or Payor may retroactively deny payment for Covered Services furnished to the Member and will send immediate written notice of the denial to Provider. Company or Payor may immediately recover any payment to Provider for Covered Services provided to a retroactively disenrolled Member, and Provider will repay the amount within forty-five (45) days of receipt of notice from Company or Payor. If Provider fails to repay Company or Payor within forty-five (45) days, Company or Payor may offset the amount against future payments Company owes to Provider.

3.3.2 Medical Necessity. Company will not retroactively deny payment for previously Authorized Covered Services on the basis of Medical Necessity, unless the clinical justification communicated to Company or Plan to obtain the Authorization varies from the clinical presentation of the Member in the Member's medical records or on the claim form.

3.4 Third Party Recovery. Provider must cooperate with Company and provide Company with the information Company requires to pursue medical liens, worker's compensation liens or other similar third party recovery for Covered Services provided to a Member ("Third Party Recovery"). Company may recover and retain any Third Party Recovery. Provider will promptly remit to Company any collections Provider receives from a Third Party Recovery.

3.5 Member Billing. Except as provided in Section 3.2, Provider will look solely to Payor for compensation for Covered Services and will not bill, charge, collect a deposit from, or seek compensation from, a Member or Plan (unless the Plan is the Payor) for Covered Services, except for applicable Cost Share, including in the event of nonpayment by the Payor, insolvency of the Payor, or breach of this Agreement. Neither Provider or Provider's agent, trustee or assignee may maintain any action at law against a Member to collect sums owed by Payor for Covered Services provided to the Member under this Agreement. If Provider threatens or pursues such action or imposes a surcharge for Covered Services, Company may take appropriate action as it deems necessary, and Provider will cooperate with such action. "Surcharge" means an additional fee Provider charges a Member for a Covered Service or to access Covered Services, such as a membership fee, not provided for nor disclosed in the Benefit Plan.

3.6 Member Responsibility. Provider will bill and collect from Member all Cost Share in accordance with the applicable Benefit Plan. Provider may bill and collect charges from a Member for non-Covered Services provided to a Member if, prior to providing the services, Provider obtains written acknowledgment from the Member that the services are not Covered Services and the Member has sole financial responsibility for compensating Provider for the services.

3.7 Insolvency or Dissolution of Company. If Company becomes insolvent or dissolves, Provider will, at a Payor(s) request accept payment from the Payor at the rates provided in the applicable Benefit Plan or this Agreement. Provider will comply with the applicable provisions of the Agreement for the benefit of the Payor.

3.8 Quality Incentive Programs. Provider may be eligible to participate in Company's quality incentive programs, as set forth in Exhibit A.

3.9 Fair Market Value. The parties have negotiated at arm's length for the compensation under this Agreement, and the compensation is fair market value and not based in any way on the volume or value of referrals. No compensation under this Agreement is made (a) as an inducement to reduce or limit Covered Services to a Member, or (b) to require either party to refer a patient to the other, or any affiliate of the other. All compensation under this Agreement must comply, and may be adjusted to remain in compliance, with applicable law, including the Medicare/Medicaid Anti-Kickback Statute and Section 1877 of the Social Security Act.

3.10 Intentionally Omitted.

ARTICLE IV – TERM AND TERMINATION

4.1 Term of Agreement. The initial term of this Agreement is twelve (12) months commencing on the Effective Date. The term of the Agreement will automatically extend for successive periods of twelve (12) months each unless either party notifies the other party in writing of its intent to not extend the Agreement at least 180 days before the end of the current term.

C-7/30

PROVIDER SERVICES AGREEMENT

4.2 Termination by Provider. Provider may terminate the Agreement by providing at least sixty (60) days prior written notice to Company if: (a) Company becomes insolvent; (b) Company experiences a material adverse change in its provider network or access standards that would likely result in patient harm, unless a Plan or applicable law requires the change.

4.3 Termination by Company. Notwithstanding any conflicting provision of the Agreement, Company may, except as otherwise restricted by applicable law, terminate the Agreement immediately by providing written notice thereof to Provider if:

4.3.1 In the event of a Notice Event, whether or not Provider has provided written notice thereof;

4.3.2 Provider has not within sixty (60) days corrected a deficiency Company reported in writing to Provider related to the quality management program, utilization management program, preventive care services, credentialing, or any required reporting, as reasonably determined by Company;

4.3.3 Provider or Associate Provider engages in conduct that Company determines to be unethical; detrimental to patient safety or to the delivery of quality patient care; or contrary to the professional, clinical or operational standards established by Company, including the inability of Provider or Associate Provider to work effectively with others;

4.3.4 As reasonably determined by Company, any Plan, governmental agency or other entity, Provider or Associate Provider improperly bills for professional medical services or provides inaccurate claims or Encounter Data (as defined in Exhibit A), including improper coding, or Provider fails to provide Encounter Data in accordance with industry standards for two (2) consecutive quarters or as defined by a Plan after notice of noncompliance from Company;

4.3.5 Provider or Associate Provider inappropriately refuses to provide Covered Services, repeatedly fails to be available to provide Covered Services, or is not available to provide Covered Services for a continuous period of greater than two (2) months during any one (1) year period.

4.3.6 Provider or Associate Provider is in breach of Section 7.2 of this Agreement;

4.3.7 Provider or Associate Provider fails to comply with any notification requirement in this Agreement; or

4.3.8 If Provider is a legal entity, (i) Provider ceases to be a professional corporation, medical group partnership, or other physician organization in good standing under applicable State law, (ii) there is a change of control of Provider under Section 7.10, or (iii) Provider assigns or delegates any of its rights or obligations under this Agreement without Company's prior written consent.

Any review of an immediate termination will be limited to whether the event causing the termination has occurred, unless otherwise required by the Provider Manual or by applicable federal or State laws and regulations. Company may immediately prohibit or restrict a Provider or Associate Provider from providing Covered Services to Members under this Agreement where failure to take such action may result in imminent danger to the health of a Member, if Company provides Provider with notice and hearing rights required by federal or State law.

4.4 Termination for Material Breach. Either party may terminate this Agreement if the other party materially breaches the Agreement by providing the other party with at least sixty (60) days prior written notice thereof, specifying the nature of the material breach, if the party receiving notice does not cure the material breach within the notice period. If the breaching party fails to cure the material breach to the satisfaction of the party providing notice, this Agreement will automatically terminate upon expiration of the notice period unless the party issuing the termination notice rescinds or extends the notice.

4.5 Termination Not an Exclusive Remedy. Termination by either party under Section 4.2, 4.3, or 4.4 is not meant as an exclusive remedy and the terminating party may, in accordance with the dispute resolution procedures set forth in this Agreement, seek any action in law or equity it deems necessary to enforce its rights under this Agreement. Except as set forth in Section 7.2, no party will be entitled to punitive damages as a consequence of the other party's breach of this Agreement. The non-breaching party's damages will be limited to compensatory damages.

4.6 Continuity of Care. If either party provides notice of termination of this Agreement, Provider will identify in writing to Company all Members receiving treatment for an acute condition, serious chronic condition, high-risk pregnancy or pregnancy in the second or third trimester before the effective date of termination. Company or Plan will notify affected

C-8/30

PROVIDER SERVICES AGREEMENT

Members of the termination according to State "continuity of care" laws. Upon request from Company or Members, Provider will continue to provide Covered Services to a Member receiving Covered Services from Provider on the effective termination date of this Agreement for the continuing care period required by applicable law (the "Continuing Care Period"), unless Company or Plan makes provision for the assumption of such Covered Services by another provider. Provider will continue to provide Covered Services after the Continuing Care Period to the extent necessary to comply with applicable law. Company will reimburse Provider at the FFS rates specified in Exhibit A for the duration of a Member's Continuing Care Period. The Member eligible for continuing care with Provider must pay the same Cost Share the Member would be required to pay to a Participating Provider under the Benefit Plan. Upon termination of this Agreement, the parties agree to respect Member choice as to medical group participation and primary care physician selection, subject to Plan requirements and this Agreement.

4.7 Providers Rights upon Termination. If Provider is entitled to a fair hearing under applicable law, Provider may request the hearing in writing within thirty (30) days following receipt of a termination notice from Company and in accordance with the Provider Manual.

4.8 Removal from Plan Roster. If a Plan notifies Company that the Plan wants to remove Provider from the Plan's roster of participating providers, Company may terminate this Agreement or Provider's participation in the Plan. The termination will be effective thirty (30) days after Company provides notice to Provider unless Company determines this Agreement or applicable law requires a longer period of time. Each Plan may sanction or terminate Provider if the Plan finds that Provider has provided an inadequate quality of care or care that otherwise does not comply with the Plan's obligations to its Members under applicable law.

4.9 Restriction, Suspension or Termination of Associate Providers. Provider will immediately restrict, suspend or terminate an Associate Provider from providing or arranging Covered Services to Members if: (i) the Associate Provider does not meet the requirements of this Agreement applicable to the Associate Provider; (ii) if a Notice Event occurs with respect to the Associate Provider, even if Provider has not provided written notice thereof; (iii) Company or Provider reasonably determines the Associate Provider has serious deficiencies in professional competence, conduct, or quality of care which affects or could adversely affect the health or safety of Members; or (iv) Company or any Plan reasonably demands that the Associate Provider be restricted, suspended or terminated.

4.10 Closure of Practice. Provider must provide Company at least ninety (90) days prior written notice if Provider intends to close its medical practice. The notice must specify the closure date, and this Agreement will continue in effect until the closure. Provider will cooperate with Company to affect the orderly transfer of Provider's Members (including the transfer of any medical records of Members) to a Participating Provider and comply with any Plan requirements. If Provider closes its practice but continues to provide health care services through an affiliation with or employment by another physician group, independent physicians association, medical group or entity, Members will remain with Company. A sale of Provider's medical practice or the transfer, assignment or delegation of Provider's rights or interests under this Agreement is subject to Section 7.9 and 7.10.

4.11 Relocation of Practice. Provider must provide Company at least ninety (90) days prior written notice if Provider intends to relocate its medical practice more than twenty (20) miles outside of Provider's current service area. The notice must specify the relocation date, and this Agreement will continue in effect until the relocation date. Provider will cooperate with Company to affect the orderly transfer of Provider's Members (including the transfer of any medical records of Members) to a Participating Provider and comply with any Plan requirements.

4.12 Termination Compensation Withhold and Repayment. Upon termination of this Agreement and prior written notice to Provider, Company may withhold Provider's compensation during the termination notice period through the termination date for amounts that may be due from Provider to Company. Within one-hundred eighty (180) days of the effective date of termination of this Agreement, Company will make an accounting of amounts owed by either party, and any amount owed must be paid within thirty (30) days thereafter. Provider may request an independent audit of such Company's accounting by an independent certified public accountants.

ARTICLE V - CONFIDENTIALITY AND MEDICAL RECORDS

5.1 Confidentiality. The terms of this Agreement are confidential and neither party will disclose them except as necessary to perform its obligations under this Agreement or as required by law. Disclosure of this Agreement by Company to any Plan or governmental agency will not violate this Section 5.1. Provider will not disclose, directly or indirectly allow the disclosure of, or use for its own benefit or gain, any Company proprietary information, which includes the terms of Payor

C-9/30

PROVIDER SERVICES AGREEMENT

Agreements; the financial arrangements between any Participating Provider and Company or any Plan and Company; compensation arrangements between Company and Provider; the Provider Manual; all other manuals, policies, communication materials, forms, records, files (other than patient medical files); and lists of Company.

5.2 Member Information. Provider will maintain all Member information, including name, address, telephone number and other information that identifies a particular Member ("Member Information"), in compliance with applicable confidentiality and Member record and accuracy requirements. Provider will not disclose, directly or indirectly allow the disclosure of, or use any Member information for its own benefit or gain, except Provider may use a Member's name, address, telephone number, or medical information if Medically Necessary for proper treatment of the Member or upon prior written consent of Company, the applicable Plan and the Member.

5.3 Medical Records. Provider will maintain with respect to each Member receiving Covered Services hereunder a single standard medical record in a form containing the information, and preserved for the time period(s) required under Section 5.4 or, if greater, applicable law and Plan requirements. Provider will make such records available at no cost to other medical providers, subject to applicable confidentiality requirements, when such records are necessary for treating a Member. To the extent permitted by law, in accordance with procedures required by law, and upon receipt of at least three (3) business days prior written notice from Company, Provider will permit Company to inspect and make copies of the medical records, and will provide copies of such records at no charge to Company upon request.

5.3 Business Records. Provider will maintain records relating to the provision of Covered Services, the cost of the Covered Services, and payments received by Provider from Company, Payors and Members (or from others on a Member's behalf) in accordance with general standards and law applicable to such records, including standards related to privacy, confidentiality, accuracy, and timeliness of completion. Provider grants Company, Plans and Company's authorized representatives access to such records at reasonable times upon request. Provider will maintain records related to this Agreement for the longest of the following: (a) ten (10) years from the termination of this Agreement; (b) ten (10) years from the provision of the applicable Covered Services; (c) the time required to complete any government audit initiated with respect to such records; (d) in the case of a minor, three (3) years following the date the minor reaches eighteen (18) years of age; or (e) the time required by applicable law. Provider will comply with any applicable obligations under HIPAA (as defined in Section 5.5 of this Agreement). Provider will during the foregoing time periods permit access to and inspection, audit and evaluation by Company, Plans, accrediting organizations, applicable state regulatory agencies, the United States Department of Health and Human Services, the United States Government Accountability Office, the Comptroller General of the United States, and their authorized designees at reasonable times and upon demand, all premises, facilities, equipment, books, records and any additional relevant information maintained or utilized by Provider in the performance of its obligations under this Agreement.

5.4 HIPAA Obligations.

5.4.1 Definitions. Terms used in this Section 5.5 will have the same meaning as those terms in the Security Standards, currently defined, in relevant part, as follows:

5.4.1.1 "Electronic Protected Health Information" means Protected Health Information transmitted by or maintained in Electronic Media.

5.4.1.2 "Electronic Media" means (1) electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including paper, via facsimile, of voice, and via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before transmission.

5.4.1.3 "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

5.4.2 Obligations of Provider. Provider may be considered a Covered Entity, as defined by 45 C.F.R. Section 160.103, with respect to Covered Services provided under this Agreement. As a Covered Entity, Provider will comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and regulations

C-10/30

PROVIDER SERVICES AGREEMENT

promulgated thereunder (collectively, "HIPAA") and the Health Information Technology for Economic and Clinical Health (HITECH Act) provision of the American Recovery and Reinvestment Act of 2009. If Company receives Protected Health Information, as defined in 45 C.F.R. Section 164.501 as a Business Associate, as defined in 45 C.F.R. Section 160.103, Provider may be considered the subcontractor of a Business Associate. With respect to Electronic Protected Health Information, Provider will: (a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Provider creates, receives, maintains, or transmits on behalf of Company as required by the Security Standards; (b) ensure any agent, including a subcontractor, to whom Provider provides Electronic Protected Health Information agrees in writing to implement reasonable and appropriate safeguards to protect it; and (c) report to Company any Security Incident of which it becomes aware

5.5.3 Obligations of Company. Company may be considered a Business Associate of both Provider and Plans with respect to the services provided by Company under this Agreement. Company will comply with applicable provisions of HIPAA with respect to Protected Health Information received by Company from Provider or Plans.

ARTICLE VI – DISPUTE RESOLUTION

6.1 Pre-Arbitration Dispute Resolution Procedure. Provider must exhaust all applicable Company internal provider appeal procedures under this Agreement before invoking the dispute resolution and arbitration procedures in this Agreement.

6.1.1 If the parties cannot resolve a dispute under this Agreement in accordance with Section 6.1, through informal dispute resolution, or as otherwise required by law, either party may submit the dispute for resolution under binding arbitration administered by the American Health Lawyers Association ("AHLA") Dispute Resolution Service in accordance with the AHLA Rules of Procedure for Arbitration ("AHLA Rules"). The party wishing to pursue the dispute must initiate the arbitration within one (1) year after the date on which notice of the dispute was given or will be deemed to have waived its right to pursue the dispute in any forum. The arbitration must be held in Clark County, Nevada, and the arbitrator will select the time and location in accordance with the AHLA Rules. The arbitrator must apply State substantive law or federal substantive law where State law is preempted.

6.1.2 The arbitrator may grant any legal or equitable remedy provided by State law, except as set forth in this Agreement. No arbitrator will have the authority to allow class action arbitration or requiring consolidated arbitration involving any third party (ies), and any such ruling would require immediate judicial review. The arbitrator must provide a written award that includes factual findings and the legal reasons for the award. Any judicial review of the arbitrator's award will be governed by State law, except that the parties expressly grant a court of general jurisdiction in Clark County, Nevada, the authority to correct errors of law and modify the arbitrator's award to avoid errors of law. Any court of competent jurisdiction may enter judgment upon the arbitrator's award. Each party will be responsible for any and all of its costs associated with the arbitration, including attorneys' fees and expert fees, but the parties will equally share the expense of the arbitrator and any administrative fees.

6.1.3 Either party may seek injunctive relief or a temporary restraining order from a court of general jurisdiction in the State. The decision of the court with respect to the temporary relief requested will be subject to appeal as allowed under State law, but the court will not have authority to review or grant any request or demand for damages, restitution, or any other relief.

6.2 Limitation of Liability. Neither party will be liable for any amounts representing loss of revenues, loss of profits, loss of business, the multiple portion of any multiplied damage award, or incidental, indirect, consequential, special or punitive damages, whether arising in contract, tort (including negligence), or otherwise regardless of whether the parties have been advised of the possibility of such damages, arising in any way out of or relating to this Agreement.

ARTICLE VII – GENERAL PROVISIONS

7.1 Independent Contractor. Company and Provider are independent contracting parties. This Agreement will not be construed to create a relationship of partnership, employment or agency between Company and Provider. Provider will exercise its independent professional judgment, including the manner and means of diagnosing and treating Members. Company does not have and cannot exercise any control or direction over the methods by which Provider practices medicine or conducts its business, and Company will not have any liability for damages suffered on account of the alleged misconduct or negligence of Provider or any employee, agent or independent contractor of Provider. Neither Provider nor any of its employees, agents or independent contractors will have any claim under this Agreement or otherwise

C-11/30

PROVIDER SERVICES AGREEMENT

against Company for any employee benefits. Provider will indemnify and hold Company harmless from any loss or liability, if any, arising out of or with respect to any of the foregoing benefits. Provider is solely responsible for the collection and payment of applicable taxes on the sale or delivery of Covered Services by Provider.

7.2 Non-Solicitation and Network Interference. Company acknowledges and values that Provider maintains clinical relationships with Members in order to fulfill its obligations under the terms of this Agreement. The business relationships between Company and its Members, Company and the Plans through which Members are enrolled, and Company and Participating Providers, and the lists of Members accepted by Provider, are Company's property.

7.2.1 At no time while this Agreement is in effect, and for a two (2) year period following its termination, neither Provider nor any officer, employee, Associate Provider, or agent of Provider may directly or indirectly, for purposes of financial gain, solicit any Member, any employer of the Member, or a Participating Provider without Company's prior written consent.

7.2.2 Provider will not, directly or indirectly, disparage Company or any Company agent, employee or Participating Provider. Company will not, directly or indirectly, disparage Provider, an Associate Provider, or any Provider or Associate Provider agent or employee.

7.2.3 For purposes of this Agreement, "solicit" means any action by Provider or any officer, employee or agent of Provider that could be reasonably interpreted as: (1) intended to persuade a Member or Participating Provider to discontinue his/her relationship with Company; (2) intended to persuade a Member to disenroll from a Plan contracted with Company; (3) intended to persuade a Member to receive health care services from Provider on a fee-for-service basis; (4) likely to cause or encourage a prospective Member or Plan to not establish a relationship with Company; (5) interference with negotiations conducted by Company; (6) use or disclosure to any third party of membership lists acquired during the term of this Agreement for the purpose of directly or indirectly soliciting individuals who were or are Members; or (7) an interference with Company's property or contract rights.

7.2.4 Company and Provider agree the restraints in this Section 7.2 are reasonable as to time and scope. If a court of competent jurisdiction or an arbitrator(s) appointed under this Agreement holds that the restraints are unreasonable or unenforceable, the court or arbitrator must substitute the maximum time period or scope reasonable under the circumstances for the stated period or scope. Company may terminate this Agreement and pursue any remedy or right at law or in equity, including specific performance, injunctive relief, and punitive damages, if Provider breaches this Section 7.2.

7.3 Notices. Any notice required or permitted under this Agreement must be in writing and hand-delivered, or sent by registered or certified mail, return receipt requested, with postage prepaid, or by overnight courier that guarantees next day delivery, to the other party's address set forth on the signature page of this Agreement. The parties may change the names and addresses on the signature page of this Agreement through written notice in compliance with this Section. Any notice sent by registered or certified mail will be deemed provided on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark date. Company may provide notice of Provider Manual modifications to Provider by posting such modifications on its web portal, as long as Company provides Provider with email or facsimile notice of such posting at Provider's email or facsimile number set forth on the signature page of this Agreement. Lastly, Company may provide notice relative to changes to Attachment D-3 by hand delivery, by registered or certified mail, return receipt requested, with postage prepaid, by overnight courier that guarantees next day delivery, to the other party's address set forth on the signature page of this Agreement, by electronic mail, or by facsimile.

7.4 Plan Obligations. Each Plan has the authority to perform and remains liable for the performance of its obligations that Company or Provider performs under this Agreement, even if the Plan has delegated those obligations to Company or Company has sub-delegated those obligations to Provider. This includes each Plan's authority to sanction or terminate Company or Provider as set forth in this Agreement.

7.5 Indemnification. Each party is solely responsible for its acts or omissions and for any claim, liability, injury, suit, demand, and expense which may result from or arise out of any malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in performing or failing to perform any obligation under this Agreement. Each party will indemnify and hold harmless the other party and its directors, officers, employees and agents from and against any claim, loss, damage, cost, expense (including reasonable attorney's fees) or liability to the extent arising out of or related to the indemnifying party's breach of this Agreement or a Payor Agreement.

PROVIDER SERVICES AGREEMENT

7.6 Entire Agreement. This Agreement constitutes the entire understanding of, and supersedes any and all agreements, either written or oral, between the parties with respect to its subject matter. Each party acknowledges that no representation, inducement, promise, or agreement, oral or otherwise, has been made by either party, or anyone acting on behalf of either party, not embodied herein.

7.7 Exhibits. All exhibits and other attachments referenced in the Agreement, including the Schedule of Exhibits, are incorporated into the Agreement. Any reference in the Agreement to an exhibit (for example, "Exhibit A") includes any attachments or schedules to the exhibit. One or more regulatory exhibits may be attached to this Agreement setting forth additional provisions required to satisfy regulatory requirements under applicable law. In the event of any inconsistency between a provision in a regulatory exhibit and any other provision of this Agreement, the provision in the regulatory exhibit will control if applicable.

7.8 Amendment of Agreement. Except as otherwise set forth in this Agreement or restricted by applicable law, the parties may only amend this Agreement as follows: (1) through mutual written agreement of the parties; (2) by Company in order to comply with a change required by a State or federal regulatory authority, an accreditation agency, or a Plan; or (3) by Company for a non-material amendment upon providing at least thirty (30) days prior written notice to Provider. This Agreement will be deemed automatically amended as necessary to comply with applicable law, as of the effective date of such law.

7.9 Assignment. Neither party may assign this Agreement without the other party's written consent, except Company may assign this Agreement to an Affiliate without Provider's written consent.

7.10 Intentionally Omitted.

7.11 Governing Law. This Agreement is governed by, and must be construed and enforced in accordance with the laws of the State.

7.12 Headings/Phrasing. Headings in this Agreement are for convenience only, and do not affect the construction or interpretation of any of the Agreement's provisions. Unless the context requires otherwise, the term "including" means "including but not limited to."

7.13 Waiver/Severability. No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by each party. The invalidity or unenforceability of any term or condition of this Agreement will in no way affect the validity or enforceability of any other term or provision. If a court of competent jurisdiction, an arbitrator, or any applicable law determines that any provision of this Agreement is unenforceable, the remaining provisions will continue in full force and effect. If the determination requires that the Agreement be amended, the parties will cooperate with each other to amend any section(s) of the Agreement as necessary to address the determination and maintain the business relationship between Provider and Company.

7.14 Survival. To the extent necessary to give effect to the ongoing obligations of either party under this Agreement, the following provisions will survive any termination of this Agreement: Article 3; Sections 4.5, 4.6, and 4.12; Articles 5 and 6; and Sections 7.2, 7.3, 7.5, 7.11, 7.14, and 7.16.

7.15 Force Majeure. Each party will be excused from performing its obligations under this Agreement for any period the party cannot perform those obligations, in whole, or in part, as a result of an act of nature, civil or military authority, an act of terrorism, war, a fire, explosion, earthquake, or flood, or other cause beyond the reasonable control of the party, and its nonperformance will not be a breach of the Agreement. The party excused from performance will make good faith efforts to perform under this Agreement in the event of any such circumstances. If a party cannot perform its obligations under this Agreement as set forth in this Section for sixty (60) continuous days, the other party may terminate this Agreement with written notice.

7.16 No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, will be construed to confer upon any person, firm or corporation other than the parties hereto, any remedy or claim under or by reason of this Agreement as a third party beneficiary or otherwise. This Agreement is for the exclusive benefit of the parties.

7.17 Representation. Each party has had the opportunity to be represented by counsel of its choice with respect to this Agreement, and they and their respective attorneys jointly negotiated and drafted this Agreement. Notwithstanding any

PROVIDER SERVICES AGREEMENT

otherwise applicable principle(s) of construction or interpretation, no ambiguity may be construed or interpreted against the drafting party.

7.18 Signature Authority. Each person signing this Agreement represents and warrants that he or she is authorized and has legal capacity to execute this Agreement. Execution of this Agreement and performance of each party's obligations hereunder are authorized and the Agreement is a valid and legal agreement binding.

7.19 Execution of Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. With respect to this Agreement and any notice delivered pursuant to this Agreement, documents signed by facsimile or scanned signature shall be deemed to be of the same force and effect as an original of a manually signed copy.

[SIGNATURE PAGE FOLLOWS]

C-14/30

PROVIDER SERVICES AGREEMENT

IN WITNESS WHEREOF, the undersigned parties hereby agree to this Agreement as of the Effective Date.

HCP IPA NEVADA, LLC

K. L. Miller
By: *K. L. Miller*
Title: *Intervenor Pres/COO*

12/31/2020
Date

Notices to:

Network Management and Contracting Department
HCP IPA Nevada, LLC
770 E. Warm Springs Rd, Suite 240
Las Vegas, NV 89119

Medlife Transportation, LLC

[Signature]
Provider Signature
DANIELA SPIRIDON
Name (please print or type)
Managing Member
Title

11/30/2020
Date

TIN: 46-2276579
NPI: 1134632466

Notice Addresses:
Medlife Transportation, LLC
8170 W Sahara Ave #102
Las Vegas, NV 89117

Telephone Number: (702) 648-8000
Fax Number: (702) 648-0048
Email: *medlifetransportation@gmail.com*

Provider is qualified to render services as:
Non-Emergent Medical Transportation

To be completed ONLY by Company:

Effective Date: *February 1, 2021*

C-15/30

**PROVIDER SERVICES AGREEMENT
SCHEDULE OF EXHIBITS**

Exhibit A – Compensation

- **Attachment A-1: Fee for Service Compensation**

Exhibit B – Medicare Advantage Regulatory Requirements

Exhibit C – Intentionally Omitted

Exhibit D – State Requirements

- **Attachment D-1: Operational Standards**
- **Attachment D-2: Provider Information Requirements**
- **Attachment D-3: Participating Plans and Products**

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

C-16/30

EXHIBIT A COMPENSATION

I. **Compensation.** Company will compensate Provider in accordance with the Agreement, this Exhibit and any additional attachments referenced in the Schedule of Exhibits.

II. **Definitions.** Capitalized terms in this Exhibit will have the meaning set forth in the Agreement, except where defined as follows:

a. **"Clean Claim"** means a completed CMS 1500 Health Insurance Claim Form or UB92, or their respective successor forms, which contains all information and supporting documentation (including medical records), required to adjudicate the claim, including all data elements required by EDI clearinghouses and those listed in this Exhibit or the Provider Manual. Claims subject to medical review must have complete supporting medical evidence attached by the provider of service. A Clean Claim must be filed in a timely manner and if filed electronically, be in compliance with HIPAA Transaction format 837 and must pass all edits, including HIPAA SNIP Level 6 edits. A Clean Claim is a claim that does not require external investigation or development and must be able to be investigated within the claims system, medical review system, or payment office without the need to contact the provider of service, member or other external sources.

b. **"Coordination of Benefits"** means the determination of order of financial responsibility which applies when two (2) or more Payors each have financial responsibility to pay for or provide the same medical services to a Member.

c. **"Dual Eligible"** means a person who qualifies for Medicare and Medicaid coverage. A Dual Eligible may be known as a "dual eligible beneficiary."

d. **"CY Par MFS"** means the amounts listed in the current year's participating Medicare Fee Schedule

e. **"Encounter Data"** means information submitted in the form of a Clean Claim, or as otherwise specified by Company, to characterize the content and purpose of each encounter with a Member, which Provider must provide to Company, or if applicable, Plan for Covered Services Provider provides to a Member. Encounter Data is not compensated, and is used for statistical information and calculations on the cost of care and services provided.

f. **"Medicare Hospice Member"** means a Medicare only or Dual Eligible Member designated by Plan as enrolled in a Medicare certified hospice.

III. **Claims Billing/Encounter Data Submission Requirements.**

a. **Clean Claim Timely Submission and Payment.** Provider will submit a Clean Claim to Company for any non-capitated Covered Services (e.g., fee-for-service ("FFS") or carve-out services) in an electronic format acceptable to Company within ninety (90) days following the provision of Covered Services, and in accordance with the Provider Manual. If Provider fails to timely submit a Clean Claim as set forth in this Section, Company may not pay Provider for the service.

b. **Encounter Data Timely Submission and Payment.** Provider will submit Encounter Data to Company for any capitated Covered Services in an electronic format acceptable to Company within ninety (90) days following the provision of Covered Services (or earlier as necessary for Company to comply with Plan requirements) and in accordance with the Provider Manual. If Provider fails to timely submit any Encounter Data, Company may withhold payment until Provider submits the late Encounter Data. When Provider submits the late Encounter Data, Company will pay Provider the withheld payment. If Provider fails to submit any Encounter Data for two consecutive months, Company may deduct ten percent (10%) each month from payments due for that month as a penalty for the late submission. Thereafter, this penalty will accumulate for every month Provider is late with the encounter data submission for each calendar year (i.e., four months of late data carries a twenty percent (20%) penalty, etc.

c. **Coding Requirements.** Provider will submit Clean Claims and Encounter Data with the most current versions of service coding, including CPT, HCPCS, ICD10, and NDC codes (drugs only) and current applicable code modifiers. The coding definitions (e.g., ICD Codes, CPT Codes, HCPC Codes, etc.) assigned in this Agreement will be considered automatically updated based on revised codes and newly introduced codes consistent with guidance provided from the organization(s) responsible for code set updates (e.g. HHS, AMA, WHO, etc.), as applicable, and consistent with industry standards. If codes are changed by addition or deletion as stated in the current year coding publications, the services will automatically convert to the new code(s) that best apply to

C-17/30

EXHIBIT A COMPENSATION

the service. Provider will ensure that all CPT and ICD codes submitted with a Clean Claim or Encounter Data are substantiated by the medical records, and the medical records adhere to then current CPT code, ICD, HCPCS and NDC code documentation standards. Provider must submit on the same claim form any claims or encounter submissions (whether capitated or FFS) for Covered Services provided to a Member on the same day.

d. Certification of Accuracy. Provider will, at Company's request, certify that Clean Claims and Encounter Data submitted by Provider is accurate, complete and truthful.

e. Paper Claims. If Provider is unable to electronically submit Clean Claims or Encounter Data, Company may, upon written request from Provider allow Provider to submit the data using a typed or system generated statement on a CMS 1500 or UB-04 form, or their current successor forms, until Provider is able to electronically submit claims.

IV. Payment Requirements.

a. Timely Payment. Company will approve or deny the Clean Claim within thirty (30) days after Company receives the claim. If Company approves the Clean Claim, Company will pay the amount due to Provider within thirty (30) days after Company approves the claim. If Company determines the claim is not a Clean Claim, Company will provide Provider with a "Pended Claims Notice" for the claim within thirty (30) days. Upon receipt of the additional information or corrections necessary for the claim to be a Clean Claim, Company will either pay or deny the claim within sixty (60) days after receiving the information. Provider will not submit duplicate claims to Company unless expressly approved by Company in order to process Coordination of Benefits claims. Provider's request for reconsideration of a claim determination must be submitted to Company's claims appeals unit in accordance with the Provider Manual, and in a detailed, written appeal including proper identification of the claim and an analysis of Provider's opinion, within ninety (90) days from Provider's receipt of Company's claims determination. Company will deny the request if Provider fails to submit the request within this time period. Within sixty (60) days of receipt, Company will review the appeal and respond to Provider with additional payment or explanation of the non-payment decision. No action by Company will be deemed a waiver of its rights under this Section. Some payments under this Agreement come from federal funds, which will subject Provider to laws applicable to receipt of federal funds.

b. Claims Processing. For commercial and Medicare Advantage claims, claims will be processed and paid according to CMS guidelines including but not limited to the use of the National Correct Coding Initiative (NCCI) edits, as adopted by Company. NCCI edits are developed based on current standards of medical and surgical coding practice, input from specialty societies and analysis of current coding practice.

c. Covered Services. Plan(s) may change coverage under a Benefit Plan, Company. Company will only pay Provider for services that are Covered Services under the Benefit Plan, and Authorized as required. Company will only pay Provider for Covered Services defined as Company's financial responsibility under Company's agreements with Plans. For certain Plans, reimbursements to Provider will be made directly by Plan. Company processes claims under the processing rules specified in the Provider Manual and/or claims policies. Company will not pay Provider for Covered Services provided to Medicare Hospice Members.

d. Lesser of Payment. For Covered Services paid on a FFS basis, Company will pay Provider the lesser of billed charges or the Company allowed amount, less any Cost Share.

e. Unlisted Codes. Services not listed in the Medicare fee schedules are deemed not Covered Services unless otherwise specified by the Benefit Plan or this Agreement, and Authorized as required. Services billed with CPT or HCPCS codes designated as "unlisted" or "not otherwise classified" must be accompanied by appropriate supporting documentation, including invoices, sufficient to substantiate medical appropriateness. Such claims are subject to retroactive review. Company will not reimburse for those services, unless otherwise Authorized in advance by Company. Such Authorized services will be reimbursed at reasonable and customary rates as established by Company.

f. Laboratory and Radiology Services. Except as otherwise set forth in this Exhibit, a Company designated contracted facility must provide radiology and laboratory services. Provider will be responsible for any fees resulting from Provider's referral of a Member to a non-designated laboratory or radiology provider.

g. New Technology. For purposes of this Agreement, "New Technology" is defined as any health care service, pharmaceutical, procedure, device, test, or other item that, as of the Effective Date: (i) is not performed or supplied

C-18/30

EXHIBIT A COMPENSATION

by Provider, (ii) for which there is no CPT or other relevant code defined, or (iii) becomes a Medicare approved health care service, pharmaceutical, procedure, device, test or other item after the Effective Date of this Agreement. New Technology does not include a new code that is assigned as a change to an existing service, Pharmaceutical, procedure, device, test, or other item. At the request of Provider, the parties will meet to review any new high cost technology for the provision of services under this Agreement that may impact Provider's cost of care. If Provider gives such notice, the Parties will work together in good faith to review and discuss data presented, and to reach agreement on the appropriate adjustment, if any, to cover such additional costs. Rate adjustments under this Section will be adopted on a prospective basis, and Provider will not seek to recapture or adjust for events that occurred or services that were rendered prior to the time of the adjustment.

h. Minimum Claim Amount. Due to the administrative costs of processing claims and making payments, Company will not be obligated to pay any claim with a balance less than \$3.00, and Provider will write off such balances.

V. Coordination of Benefits. Provider must submit Clean Claims and Encounter Data along with the primary payor's explanation of payment/benefits ("EOB") within ninety (90) days from the date of the primary payor EOB where Company is not the primary payor. Company and Provider will comply with applicable law regarding Coordination of Benefits. Provider will cooperate with Company and Plan in collecting Coordination of Benefits payments from or on behalf of Members. Provider will report to Company any amount billed to or received from the Member's primary benefit plan. If FFS Medicare or a commercial benefit plan is the primary payor, Company will pay Provider the amount of the Cost Share for Covered Services that are Company's financial responsibility, not to exceed the FFS rates in this Exhibit. If the primary payor denies payment for a Covered Services, Company will reimburse Provider for Covered Services that are the financial responsibility of Company as set forth in this Agreement, if Provider provides a copy of the primary payor's EOB with the claim.

VI. Audit and Recovery of Overpayments. Company may audit any claim submitted by Provider or paid by Company or a Payor. If Company determines it paid Provider more than the amount due under the Agreement ("Overpayment"), Company may recover the Overpayment by providing Provider with documentation of the Overpayment. Provider will refund the Overpayment within forty-five (45) days unless Provider contests the Overpayment in writing. If Provider does not contest or refund the Overpayment within this period, Company may deduct the Overpayment from future amounts due Provider. Company may make retroactive adjustments to payments to Provider, including for changes in contract administration, eligibility changes, data entry errors and omissions, incorrectly submitted claims or incorrectly applied discounts. Audit and recovery will be limited to the maximum period allowed by applicable law.

VII. Claims and Encounter Data Requirements. Provider must submit electronic Cleans Claims and Encounter Data in the most current version of the ANSI 837 file format, with the following elements:

| | |
|-----------|--|
| Item 1. | Type of health insurance coverage |
| Item 1a. | Insured's I.D. Number |
| Item 2. | Patient's Name |
| Item 3. | Patient's Date of Birth and Sex |
| Item 4. | Insured's Name |
| Item 6. | Patient Relationship to Insured |
| Item 7. | Insured's Address |
| Item 9. | Other Insured's Name (if applicable) |
| Item 9a. | Other Insured's Policy or Group Number (if applicable) |
| Item 9b. | Other Insured's Date of Birth (if applicable) |
| Item 9c. | Employer's Name or School Name (if applicable) |
| Item 9d. | Insured's Plan Name or Program Name (if applicable) |
| Item 10. | Is Patient's Condition Related to (if applicable) |
| Item 11. | Insured's Policy Group or FECA number |
| Item 11a. | Insured's Date of Birth and Sex |
| Item 11b. | Employer's Name or School Name |
| Item 11c. | Insurance Plan Name or Program Name |
| Item 11d. | Is There another Health Benefit Plan |
| Item 12. | Patient's or Authorized Persons' Signature |
| Item 14. | Date of current illness, injury, or pregnancy |
| Item 17. | Name of the referring or ordering provider |
| Item 17b. | NPI of referring or ordering provider |

**EXHIBIT A
COMPENSATION**

| | |
|-----------|--|
| Item 19. | Taxonomy codes |
| Item 21. | ICD CM code number and code to the highest level |
| Item 23. | Prior Authorization Number (if applicable) |
| Item 24a. | Dates of service |
| Item 24b. | Place of service code |
| Item 24d. | CPT/HCPCS code with applicable modifiers |
| Item 24e. | Diagnosis pointer |
| Item 24f. | Billed Charges |
| Item 24g. | Days or Units |
| Item 24j. | Rendering Provider's NPI |
| Item 25. | Federal Tax I.D. Number |
| Item 28. | Total Charge |
| Item 31. | Signature of the provider or supplier |
| Item 32. | Service facility location information |
| Item 32a. | NPI of Service Site |
| Item 33. | Billing provider info & phone number |
| Item 33a. | NPI of the billing provider or group |

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

**Attachment A-1
FEE FOR SERVICE COMPENSATION**

I. Fee Schedules

In the event that Provider provides Covered Services to Members which are Non-Emergent Medical Transportation services, the payment to Provider shall be according to Fee Schedule defined below in accordance with the type of product for which Member is a member effective at the time Provider renders the pre-approved service/procedure.

| Zone | Mode of Transport | Commercial HMO, POS, and PPO Plans | Medicare Advantage Plans |
|-------------------------------|-------------------|------------------------------------|-------------------------------|
| Las Vegas and North Las Vegas | Ambulatory | \$45.00 | \$45.00 |
| | Wheelchair | \$80.00 | \$80.00 |
| | Stretcher | \$125.00 | \$125.00 |
| Henderson | Ambulatory | \$55.00 | \$55.00 |
| | Wheelchair | \$95.00 | \$95.00 |
| | Stretcher | \$145.00 | \$145.00 |
| Boulder City | Ambulatory | \$65.00 | \$65.00 |
| | Wheelchair | \$130.00 | \$130.00 |
| | Stretcher | \$170.00 | \$170.00 |
| Rural Clark County | Ambulatory | \$60.00 plus \$3.75 per mile | \$60.00 plus \$3.75 per mile |
| | Wheelchair | \$115.00 plus \$3.75 per mile | \$115.00 plus \$3.75 per mile |
| | Stretcher | \$175.00 plus \$3.75 per mile | \$175.00 plus \$3.75 per mile |
| Nye & Out of Clark County | Ambulatory | \$70.00 plus \$3.75 per mile | \$70.00 plus \$3.75 per mile |
| | Wheelchair | \$165.00 plus \$3.75 per mile | \$165.00 plus \$3.75 per mile |
| | Stretcher | \$185.00 plus \$3.75 per mile | \$185.00 plus \$3.75 per mile |

Fee schedules, as noted above, are currently adopted by Company, and may be amended from time to time.

II. Intentionally Omitted.

III. Fee for Service Payment Rules.

a. **RBRVS.** All references to percent (%) of RBRVS refer to the percent (%) of the RBRVS Medicare Participating Physician Fee Schedule (or other published Medicare fee schedules) in effect for the CMS locality for the location where the service was provided on the date of service. With respect to dates of service implicated by Medicare Participating Physician Fee Schedule revisions, Company will apply the Medicare Participating Physician Fee Schedule in effect as of the later of (i) the effective date promulgated by CMS for the Medicare Participating Physician Fee Schedule, (ii) forty-five (45) days from the date on which CMS publishes any Medicare Participating Physician Fee Schedule in final form, or (iii) forty-five (45) days from the date on which CMS advised that any applicable hold or freeze on a particular Medicare Participating Physician Fee Schedule has been lifted.

b. Each item of service shall be identified by a CPT service code or other agreed upon code as appropriate.

c. Upon receipt of proper billing forms, Company will determine the maximum allowable fee from the Company Fee Schedule or lesser of billed charges. Provider shall be paid the maximum allowable fee net of any applicable co-payment, co-insurance and/or deductible amounts.

d. Provider shall be responsible to collect all authorized co-payments, co-insurance, and/or deductible amounts from Members. Company is only responsible for paying for services defined as Company's financial responsibility under the applicable Payor Agreement. For certain Plans, the Plan will pay Provider directly.

Attachment A-1
FEE FOR SERVICE COMPENSATION

e. All services may be subject to pre-approval by Company in order to qualify for reimbursement. In the event Company requires pre-approval, Provider must obtain an authorization number from Company prior to providing services to be reimbursed, unless in the case of Emergency Services. Provider must notify Company within 24 hours of such Emergency Services.

f. Due to the administrative costs of processing claims and making payments, Provider agrees that Company shall not be obligated to pay any claim with a balance less than \$3.00 and Provider shall write off such de minimis claim balances.

C-22/30

**EXHIBIT B
MEDICARE ADVANTAGE REGULATORY REQUIREMENTS**

This Exhibit sets forth the requirements established by the Centers for Medicare & Medicaid Services ("CMS"), in addition to those set forth elsewhere in the Agreement, applicable to Covered Services provided to Members. Unless otherwise provided in this Exhibit or the Agreement, capitalized terms have the same meaning as set forth in 42 C.F.R. Part 422. In the event of a conflict between this Exhibit and the remainder of the Agreement, this Exhibit will govern.

I. Compliance with CMS Agreement. Provider will perform Covered Services and other obligations under the Agreement and this Exhibit in a manner that is consistent and compliant with the agreement between Plan and CMS (the "CMS Agreement"). Provider will comply with Title XVIII of the Social Security Act, the regulations adopted thereunder by CMS for the Medicare Advantage program, and CMS instructions. Provider will comply with federal laws designed to prevent or ameliorate fraud, waste and abuse, including applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. § 3729 et. seq.) and the anti-kickback statute (Section 1128B(b) of the Social Security Act); and HIPAA administrative simplification rules at 45 C.F.R. Parts 160, 162, and 164. Additionally, Provider agrees to comply with Plan's policies and procedures related to its Medicare Advantage Plan. Plan and Company will monitor the parties' performance under the Agreement on an ongoing basis. [[42 C.F.R. 422.504(i)(3)(iii)]] [[42 C.F.R. § 422.504(h)]] [[42 C.F.R. 422.504(i)(4)(iii)]]

II. Downstream Entities. Provider will ensure Provider's Downstream Entities agree in writing to comply with all applicable provisions of this Agreement and this Exhibit. "Downstream Entity" means a subcontractor who enters into a contract directly or indirectly with Provider to provide services to Members. [[422.504(i)(4)(v)]]

III. Access to Records. Provider will permit the U.S. Department of Health and Human Services ("HHS"), the Comptroller General, and their designees to inspect, evaluate, and audit any pertinent information, including books, records, including medical records, contracts, documents, papers, and accounts relating to Provider's performance of the Agreement and transactions related to the CMS Agreement (the "Records"). Provider agrees to make available its premises, physical facilities and equipment, records relating to Members, and any additional relevant information that CMS may require. The right of HHS, the Comptroller General, or their designees to inspect, evaluate, and audit Provider's Records for any particular contract period under the CMS Agreement will exist for a period of ten (10) years from the later to occur of (i) the final date of the contract period for the CMS Agreement, or (ii) the date of completion of any audit (the "Audit Period"). Provider will keep and maintain accurate and complete Records throughout the term of the Agreement and the Audit Period. [[42 C.F.R. §§ 422.504(d)-(e); 422.504(h)(2); 422.504(i)(2)(i) and (ii)]]

IV. Delegated Activities. To the extent activities or responsibilities of Plan under the CMS Agreement are delegated to Provider under the Agreement ("Delegated Activities"), Provider agrees: (i) this Agreement will specify the Delegated Activities and required reporting requirements; (ii) the performance of the Delegated Activities and responsibilities thereof will be subject to monitoring on an ongoing basis by Plan; and (iii) in the event Plan or CMS determines Provider has not satisfactorily performed a Delegated Activity or responsibility, Plan will have the right, at any time, to revoke the Delegated Activities by terminating the Agreement in whole or in part, and will have the right to institute corrective action plans or seek other remedies or curative measures as contemplated by the Agreement. Provider will not further delegate any activities or requirements without the prior written consent of Plan. [[42 C.F.R. § 422.504(i)(4)(i)-(iii)]]

V. Member Health Records. Provider will comply with Plan's confidentiality and Member record accuracy requirements, including by: (1) abiding by all federal and State laws regarding confidentiality and disclosure of medical records or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable federal or State law or under court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by Members to the records and information that pertain to them. [[42 C.F.R. § 422.118]] [[42 C.F.R. § 422.504(a)(13)]]

VI. Prompt Payment. Company will promptly pay Provider's claims for Covered Services in accordance with the Agreement. [[42 CFR § 422.520(b)]]

VII. Member Hold Harmless. With the exception of Member's Cost Share and charges for non-Covered Services delivered on a fee-for-service basis with the Member's prior written acknowledgement of financial responsibility, Provider will in no event, including non-payment by Company or Plan, insolvency of Company or Plan, or breach of this Agreement, bill, charge, collect a deposit from, seek compensation or remuneration from, or have any recourse against a Member or any person (other than Company) acting on behalf of a Member for Covered Services provided or arranged under this Agreement. Provider will not hold a Member liable for, nor maintain any action at law or equity against a Member to collect, sums that are the legal obligation of Company or Plan. Upon notice of any such action, Company may terminate this Agreement and take all other appropriate action consistent with this Agreement to eliminate those charges. Provider's obligations under this Section will survive the termination of this Agreement with respect to Covered Services provided or

C-23/30

EXHIBIT B
MEDICARE ADVANTAGE REGULATORY REQUIREMENTS

arranged during or after the term of this Agreement. This Section supersedes any oral or written contrary agreement between Provider and a Member or Member representative. [[42 CFR § 422.504(i)(3)(i)]] [[42 CFR § 422.504(g)(1)(i)]]

VIII. Dual Eligible Members. Members enrolled in a Medicare Advantage plan and eligible for Medicaid will not be responsible for any Cost Share for Medicare Part A or Part B services when these amounts are the responsibility of the State Medicaid program. Company or Plan will inform Provider of Medicare and Medicaid benefits and rules for Members eligible for both Medicare and Medicaid as is necessary for Provider's compliance with this Section. The Plan does not impose Cost Share on Members that exceed the amount that would be permitted under Title XIX of the Social Security Act if the Member was not enrolled in the Medicare Advantage Plan. Provider will accept payment from Company as payment in full for those services or, where permitted, may pursue payment from the appropriate State agency. [[42 CFR § 422.504(g)(1)(iii)]]

IX. Advance Directives. Provider will document in a prominent part of a Member's medical record whether the Member has executed an advance directive. Provider will also comply with applicable State law with respect to advance directives. [[42 C.F.R. § 422.128(b)(1)(ii)(E)]]

X. Accessible and Culturally Competent Services. Provider will provide accessible clinical and non-clinical services in a culturally competent manner to all Members, including those with limited English proficiency or reading skills, diverse cultural and ethnic backgrounds. [[42 CFR § 422.112(a)(8)]]

XI. Permitted Communications. Nothing in the Agreement will be construed to prohibit: (i) communications necessary or appropriate for the delivery of health care services; (ii) communications to Members regarding treatment alternatives regardless of the provisions or limitations of the Member's coverage; (iii) communications to Members regarding applicable rights to appeal coverage determinations; (iv) communications to Members identifying the type of reimbursement arrangement under which Provider is compensated for Covered Services under this Agreement, excluding any communications with regard to the rates of reimbursement hereunder; or (v) any other communications expressly permitted under applicable law.

XII. Excluded Individuals. Provider acknowledges and agrees it is not, and will not employ or contract for the provision of services under this Agreement with any individual or entity (hereafter, "person") whom Provider knows or reasonably should have known is, excluded from participation in the Medicare and Medicaid program under Section 1128 or 1128A of the Social Security Act. Provider certifies no such excluded person currently is employed by or under contract with Provider. Provider will review the Office of Inspector List of Excluded Individuals and Entities and the System for Award Management exclusion list and verify on a monthly basis or as often as required by CMS guidelines, that the persons it employs or contracts for the provision of services under this Agreement are in good standing. Provider will promptly disclose to Company and Plan any exclusion or other event that makes Provider, a Provider employee, or Downstream Entity ineligible to perform work related to federal health care programs. [[42 CFR § 422.752(a)(8)]]

XIII. Federal Funds. Provider acknowledges that payments it receives from Company under this Agreement are, in whole or part, from federal funds. Therefore, Provider and its Downstream Entities are subject to certain laws that are applicable to individuals and entities receiving federal funds, which may include Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR Part 84; the Age Discrimination Act of 1975 as implemented by 45 CFR Part 91; the Americans with Disabilities Act; the Rehabilitation Act of 1973 and any other regulations applicable to recipients of federal funds.

XIV. Compliance Training, Education and Communications. In accordance with 42 C.F.R. § 422.503(b)(4)(vi)(C)&(D) and other applicable law, Provider agrees and certifies that it, as well as its employees, Downstream Entities, and agents who provide services under this Agreement will participate in applicable compliance training, education and communications as reasonably requested by Company or Plan or its designee annually or as otherwise required by applicable law, and must be made a part of the orientation for a new employee or new Downstream Entity.

XV. Offshore Subcontractors. In no event will Provider employ or contract with a person or entity under which Medicare beneficiary protected health information will be sent or accessed offshore without the prior written consent of Company or Plan. For purposes of this Section, "offshore" refers to outside the fifty United States and the United States territories (i.e., American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands).

C-24/30

EXHIBIT B
MEDICARE ADVANTAGE REGULATORY REQUIREMENTS

XVI. Downstream Provider agrees to comply with CMS reporting requirements as specified in Sec 422.310 (risk adjustment data) and Sec 422.516 (informational data). [[42 CFR 422.504(a)(8)]]

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

C- 25/30

**EXHIBIT C
INTENTIONALLY OMITTED**

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

C-26/30

**EXHIBIT D
STATE REQUIREMENTS**

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

C-27/30

**Attachment D-1
Operational Standards**

I. APPOINTMENT AVAILABILITY OPERATIONAL STANDARDS.

1. As applicable, Provider will provide Covered Services to eligible Members within the following time frames or as otherwise required by law:
 - a. Non- Medication related Emergency Services: Provider to address with PCP or patient Within four (4) hours of initial issue,
 - b. Within forty-eight (48) hours of a request for an urgent care appointment for services that do not require prior authorization,
 - c. Within ninety-six (96) hours of a request for an urgent appointment for services that require prior authorization,
 - d. Within five (5) calendar days following the hospital discharge of a Member,
 - e. Within ten (10) business days of a request for non-urgent primary care appointments,
 - f. Within fifteen (15) days of a request for an appointment with a specialist,
 - g. Within ten (10) business days of a request for an appointment with non-physician mental health care providers, and
 - h. Within fifteen (15) business days of a request for non-urgent appointment for ancillary services for the diagnosis or treatment of injury, illness, or other health condition.
 - i. Health Assessments: Within thirty (30) calendar days (Includes physicals and well-baby checks).
2. The applicable waiting time for an appointment may be shortened or extended as clinically appropriate in the opinion of a qualified health care professional acting within the scope of his or her practice consistent with professionally recognized standards of practice. If the waiting time is extended, it must be noted in the relevant record that a longer waiting time will not have a detrimental impact on the health of the Member.
3. Members will have access to appointments during all normal office hours, and will not be limited to appointments on certain days or certain hours.
4. Members will have appointment time slots that are the same as all other patients seen by Provider who are not Members.

II. OTHER OPERATIONAL STANDARDS.

1. Provider will contact the Member's primary care physician to communicate information regarding the Provider's consultation, treatment and recommendation, as well as the initiation of the referral to another Participating Provider. Such communication Shall:
 - Occur within three (3) business days of Member's initial visit and any follow up visit be transmitted by fax to 702-666-8867, or other Company approved method

Provider shall notify Company of Provider's outgoing fax number upon request.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

C-28/30

**Attachment D-2
Provider Information Requirements**

I. Service Location Information.

Provider will provide the information below for its primary service location and additional service locations included in this Agreement. Provider will notify Company in writing of any changes, including location closure(s), to the service location information below in accordance with the Agreement. Provider will notify Company in writing of any new service locations which, upon mutual agreement of the parties, may be added to this Agreement.

- Primary and additional service location(s)
- Address
- Suite
- City
- State
- Zip+4
- Telephone Number
- Tax ID Number (TIN)
- Fax Number
- E-mail

II. Provider and Associate Provider(s) Information.

Provider will submit the information below for Provider and each Associate Provider that will provide services under this Agreement. Provider will notify Company in writing of any changes to the information below for Provider and Associate Provider(s) in accordance with the Agreement. Provider will promptly notify Company in writing of any new Associate Providers which, upon mutual agreement of the Parties and subject to Company credentialing requirements, may be added to this Agreement.

- Name
- Individual NPI
- Service location(s)
- Patient Age Restrictions (or limitations) (Min and Max)
- Foreign Language(s) Spoken
- Fax Number
- E-mail
- All information required by Company necessary for Credentialing

III. Remittance Address.

Provider will submit a sample claim form that includes billing/remittance information for each entity/tax identification number (TIN) included in this Agreement. Provider will promptly notify Company in writing of any changes to such information.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

C-29/30

**Attachment D-3
Participating Plans and Products**

| Plan(s) | Product(s) |
|-------------------|--|
| Humana | Medicare Advantage HMO |
| United Healthcare | Medicare Advantage HMO |
| SelectHealth* | Commercial HMO, Commercial POS, Commercial PPO, Medicare Advantage HMO, Medicare Advantage PPO |

Company reserves the right to add or delete Plan(s) or Product(s) without the need for an amendment.

*Anticipated effective date shall be on or after January 1, 2021.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

C-30/30

PROFORMA BALANCE SHEET
12/31/2020

ASSETS

CURRENT ASSETS:

| | | | |
|------|-----------------------------|----|----------------|
| (38) | Cash in bank | \$ | 78,550 |
| (39) | Accounts receivable | | 175,344 |
| (40) | Prepaid expense | | 31,549 |
| | Total Current Assets | | 285,443 |

See "Cash Need" worksheet
12/31/2020 balance

PROPERTY AND EQUIPMENT:

| | | | |
|------|-----------------------------------|-----------|----------------|
| (41) | Vehicles | | 410,930 |
| (41) | Furniture, fixtures and equipment | | 84,928 |
| | | | 495,858 |
| (41) | Less: Accumulated depreciation | | (142,274) |
| | | | 353,584 |
| | | \$ | 639,027 |

Includes 9 vehicles

Acc depr on 12/31/2020

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES:

| | | | |
|------|-----------------------------------|----|---------------|
| (42) | Payroll liability | \$ | 3,592 |
| (42) | Excise tax payable | | 306 |
| (42) | Credit card payable | | 1,395 |
| (43) | Current portion of long-term debt | | 49,255 |
| | Total Current Liabilities | | 54,548 |

Includes new vehicle loans

LONG-TERM LIABILITIES:

| | | | |
|------|----------------|--|---------|
| (43) | Long-term debt | | 218,865 |
|------|----------------|--|---------|

Includes new vehicle loans

MEMBERS' EQUITY:

| | | | |
|------|----------------------------|-----------|----------------|
| | Capital stock | | 1,000 |
| | Additional paid-in-capital | | 131,245 |
| (44) | Members' equity | | 233,369 |
| | | | 365,614 |
| | | \$ | 639,027 |

Plugged to match Assets to Liab + Equity

| | | |
|-----------------------------------|---------------|--|
| | Ratio: | |
| Reconciliation Difference (A=L+E) | (0) | |
| Required ratio: 20% | 57% | |
| Required current ratio: 1 to 1 | 5 | |

Current ratio: 5.23
Equity/Assets ratio: 57%

Application

D-111

PRO FORMA STATEMENT OF INCOME

(8,3) Name of Carrier Business MEDLIFE TRANSPORTATION LLC MV/CPCN # 1126

(5) For the 12 Months Ended JANUARY 31, 2022

pro forme estimates
↑

Basis of Accounting MUST BE ACCRUAL

| Existing Market FYE 1/31/2022 | New Market FYE 1/31/2022 | Total Nevada FYE 1/31/2022 |
|--|-----------------------------------|-------------------------------------|
| Column 1 | Column 2 | Column 3 |

REVENUE:

| | | | |
|----------------|----------------|----------------|------------------|
| Tariff Revenue | \$ 549,241 | \$ 631,995 | \$ 1,181,236 |
| | <u>549,241</u> | <u>631,995</u> | <u>1,181,236</u> |

DIRECT COSTS:

| | | | |
|-------------------------------------|-----------------------|-----------------------|-----------------------|
| (19) Payroll expense - drivers | 147,744 | 162,240 | 309,984 |
| (20) Payroll expense - dispatch | - | 29,100 | 29,100 |
| (21) Payroll taxes | 11,554 | 14,963 | 26,517 |
| (22) Fuel expense | 20,923 | 20,215 | 41,138 |
| (23) Vehicle maintenance | 31,046 | 16,080 | 47,126 |
| (24) Vehicle registration | 1,720 | 4,500 | 6,220 |
| (25) Vehicle insurance | 52,674 | 105,348 | 158,022 |
| (26) Depreciation-revenue vehicles | 20,204 | 54,725 | 74,929 |
| (27) Medical supplies and materials | 15,701 | 15,701 | 31,402 |
| (28) NV excise tax (3% of revenue) | - | 18,960 | 18,960 |
| Other customer expense | 1,326 | - | 1,326 |
| | <u>302,893</u> | <u>441,832</u> | <u>744,725</u> |
| GROSS PROFIT | <u>246,348</u> | <u>190,163</u> | <u>436,511</u> |

OPERATING EXPENSES:

| | | | |
|---|--------|-------|--------|
| Advertising | 2,775 | - | 2,775 |
| Automobile-management vehicles | 16,621 | - | 16,621 |
| Bank charges | 43 | - | 43 |
| (29) Computer and software | 2,304 | 4,380 | 6,684 |
| Depreciation | 15,375 | - | 15,375 |
| (30) Drug testing and background checks | 970 | 1,940 | 2,910 |
| (31) Employee benefits (health insurance) | 1,750 | 1,750 | 3,500 |
| (32) Insurance-workers compensation | 9,000 | 9,000 | 18,000 |
| Legal and professional | 6,331 | - | 6,331 |
| Licenses and fees | 2,509 | - | 2,509 |
| Meals | 9,348 | - | 9,348 |
| Merchant fees | 1,939 | - | 1,939 |
| Office | 7,938 | - | 7,938 |

These financial statements were not subjected to an audit, review, or compilation engagement and no assurance is provided on them. Substantially all disclosures required by accounting principles generally accepted in the United States are not included.

E-1/4

**PRO FORMA STATEMENT OF INCOME
(CONT'D)**

| | Existing Market FYE 1/31/2022 | New Market FYE 1/31/2022 | Total Nevada FYE 1/31/2022 |
|---|--|-----------------------------------|-------------------------------------|
| | Column 1 | Column 2 | Column 3 |
| (33) Payroll expenses - administrative | 89,927 | 29,100 | 119,027 |
| Payroll service fees | 3,983 | 1,992 | 5,975 |
| Payroll taxes | 7,032 | 2,276 | 9,308 |
| (34) Retirement plan contributions - 401(k) | 4,753 | 3,827 | 8,580 |
| (35) Rent | 9,907 | - | 9,907 |
| Repairs and maintenance-other | 1,035 | - | 1,035 |
| (36) Small equipment | - | 3,200 | 3,200 |
| Taxes-other | 54 | - | 54 |
| Telephone | 5,390 | 2,695 | 8,085 |
| Uniform | 2,721 | 1,200 | 3,921 |
| Utilities | 481 | 481 | 963 |
| | <u>202,188</u> | <u>61,840</u> | <u>264,029</u> |
| NET EARNINGS FROM OPERATIONS | 44,160 | 128,323 | 172,483 |
| OTHER INCOME (EXPENSES): | | | |
| Government Grant - PPP loan | 38,200 | 49,510 | 87,710 |
| Interest | (2,459) | (10,205) | (12,664) |
| | <u>35,741</u> | <u>39,305</u> | <u>75,046</u> |
| NET INCOME | \$ 79,901 | \$ 167,627 | \$ 247,528 |

These financial statements were not subjected to an audit, review, or compilation engagement and no assurance is provided on them. Substantially all disclosures required by accounting principles generally accepted in the United States are not included.

E-2/4

**PROFORMA STATEMENT OF INCOME - MONTHLY
YEAR ENDED JANUARY 31, 2022**

| | February '21 | March | April | May | June | July |
|--|---------------|---------------|---------------|---------------|---------------|---------------|
| REVENUES: | | | | | | |
| Tariff revenue | 98,436 | 98,436 | 98,436 | 98,436 | 98,436 | 98,436 |
| DIRECT COSTS: | | | | | | |
| Payroll expense - drivers | 25,832 | 25,832 | 25,832 | 25,832 | 25,832 | 25,832 |
| Payroll expense - dispatch | 2,425 | 2,425 | 2,425 | 2,425 | 2,425 | 2,425 |
| Payroll taxes | 2,210 | 2,210 | 2,210 | 2,210 | 2,210 | 2,210 |
| Fuel expense | 3,428 | 3,428 | 3,428 | 3,428 | 3,428 | 3,428 |
| Vehicle maintenance | 3,927 | 3,927 | 3,927 | 3,927 | 3,927 | 3,927 |
| Vehicle registration | 518 | 518 | 518 | 518 | 518 | 518 |
| Vehicle insurance | 13,169 | 13,169 | 13,169 | 13,169 | 13,169 | 13,169 |
| Depreciation-revenue vehicles | 6,244 | 6,244 | 6,244 | 6,244 | 6,244 | 6,244 |
| Medical supplies and materials | 2,617 | 2,617 | 2,617 | 2,617 | 2,617 | 2,617 |
| NV excise tax (3%) | 1,580 | 1,580 | 1,580 | 1,580 | 1,580 | 1,580 |
| Other customer expense | 111 | 111 | 111 | 111 | 111 | 111 |
| | 62,060 | 62,060 | 62,060 | 62,060 | 62,060 | 62,060 |
| GROSS PROFIT | 36,376 | 36,376 | 36,376 | 36,376 | 36,376 | 36,376 |
| OPERATING EXPENSES: | | | | | | |
| Advertising | 231 | 231 | 231 | 231 | 231 | 231 |
| Automobile-management vehicles | 1,385 | 1,385 | 1,385 | 1,385 | 1,385 | 1,385 |
| Bank charges | 4 | 4 | 4 | 4 | 4 | 4 |
| Computer and software | 557 | 557 | 557 | 557 | 557 | 557 |
| Depreciation | 1,281 | 1,281 | 1,281 | 1,281 | 1,281 | 1,281 |
| Drug testing and background checks | 243 | 243 | 243 | 243 | 243 | 243 |
| Employee benefits (health insurance) | 292 | 292 | 292 | 292 | 292 | 292 |
| Insurance-workers c | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 |
| Legal and professional | 528 | 528 | 528 | 528 | 528 | 528 |
| Licenses and fees | 209 | 209 | 209 | 209 | 209 | 209 |
| Meals | 779 | 779 | 779 | 779 | 779 | 779 |
| Merchant fees | 162 | 162 | 162 | 162 | 162 | 162 |
| Office | 662 | 662 | 662 | 662 | 662 | 662 |
| Payroll expenses - administrative | 9,919 | 9,919 | 9,919 | 9,919 | 9,919 | 9,919 |
| Payroll service fees | 498 | 498 | 498 | 498 | 498 | 498 |
| Payroll taxes | 776 | 776 | 776 | 776 | 776 | 776 |
| Retirement plan contributions - 401(k) | 715 | 715 | 715 | 715 | 715 | 715 |
| Rent | 826 | 826 | 826 | 826 | 826 | 826 |
| Repairs and maintenance-other | 86 | 86 | 86 | 86 | 86 | 86 |
| Small equipment | 267 | 267 | 267 | 267 | 267 | 267 |
| Taxes-other | 4 | 4 | 4 | 4 | 4 | 4 |
| Telephone | 674 | 674 | 674 | 674 | 674 | 674 |
| Uniform | 327 | 327 | 327 | 327 | 327 | 327 |
| Utilities | 80 | 80 | 80 | 80 | 80 | 80 |
| | 22,002 | 22,002 | 22,002 | 22,002 | 22,002 | 22,002 |
| NET INCOME FROM OPERATIONS | 14,374 | 14,374 | 14,374 | 14,374 | 14,374 | 14,374 |
| OTHER INCOME (EXPENSES): | | | | | | |
| Government Grant - PPP Loan | 7,309 | 7,309 | 7,309 | 7,309 | 7,309 | 7,309 |
| Interest | (1,055) | (1,055) | (1,055) | (1,055) | (1,055) | (1,055) |
| | 6,254 | 6,254 | 6,254 | 6,254 | 6,254 | 6,254 |
| NET INCOME | 20,627 | 20,627 | 20,627 | 20,627 | 20,627 | 20,627 |

E-3/4

**PROFORMA STATEMENT OF INCOME - MONTHLY
YEAR ENDED JANUARY 31, 2022**

| | August | September | October | November | December | January '22 | Total |
|--|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| REVENUES: | | | | | | | |
| Tariff revenue | 98,436 | 98,436 | 98,436 | 98,436 | 98,436 | 98,436 | 1,181,236 |
| DIRECT COSTS: | | | | | | | |
| Payroll expense - drivers | 25,832 | 25,832 | 25,832 | 25,832 | 25,832 | 25,832 | 309,984 |
| Payroll expense - dispatch | 2,425 | 2,425 | 2,425 | 2,425 | 2,425 | 2,425 | 29,100 |
| Payroll taxes | 2,210 | 2,210 | 2,210 | 2,210 | 2,210 | 2,210 | 26,517 |
| Fuel expense | 3,428 | 3,428 | 3,428 | 3,428 | 3,428 | 3,428 | 41,138 |
| Vehicle maintenance | 3,927 | 3,927 | 3,927 | 3,927 | 3,927 | 3,927 | 47,126 |
| Vehicle registration | 518 | 518 | 518 | 518 | 518 | 518 | 6,220 |
| Vehicle insurance | 13,169 | 13,169 | 13,169 | 13,169 | 13,169 | 13,169 | 158,022 |
| Depreciation-revenue vehicles | 6,244 | 6,244 | 6,244 | 6,244 | 6,244 | 6,244 | 74,929 |
| Medical supplies and materials | 2,617 | 2,617 | 2,617 | 2,617 | 2,617 | 2,617 | 31,402 |
| NV excise tax (3%) | 1,580 | 1,580 | 1,580 | 1,580 | 1,580 | 1,580 | 18,960 |
| Other customer expense | 111 | 111 | 111 | 111 | 111 | 111 | 1,326 |
| | 62,060 | 62,060 | 62,060 | 62,060 | 62,060 | 62,060 | 744,725 |
| GROSS PROFIT | 36,376 | 36,376 | 36,376 | 36,376 | 36,376 | 36,376 | 438,511 |
| OPERATING EXPENSES: | | | | | | | |
| Advertising | 231 | 231 | 231 | 231 | 231 | 231 | 2,775 |
| Automobile-management vehicles | 1,385 | 1,385 | 1,385 | 1,385 | 1,385 | 1,385 | 16,621 |
| Bank charges | 4 | 4 | 4 | 4 | 4 | 4 | 43 |
| Computer and software | 557 | 557 | 557 | 557 | 557 | 557 | 6,684 |
| Depreciation | 1,281 | 1,281 | 1,281 | 1,281 | 1,281 | 1,281 | 15,375 |
| Drug testing and background checks | 243 | 243 | 243 | 243 | 243 | 243 | 2,910 |
| Employee benefits (health insurance) | 292 | 292 | 292 | 292 | 292 | 292 | 3,500 |
| Insurance-workers c | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 18,000 |
| Legal and professional | 528 | 528 | 528 | 528 | 528 | 528 | 6,331 |
| Licenses and fees | 209 | 209 | 209 | 209 | 209 | 209 | 2,509 |
| Meals | 779 | 779 | 779 | 779 | 779 | 779 | 9,348 |
| Merchant fees | 162 | 162 | 162 | 162 | 162 | 162 | 1,939 |
| Office | 662 | 662 | 662 | 662 | 662 | 662 | 7,938 |
| Payroll expenses - administrative | 9,919 | 9,919 | 9,919 | 9,919 | 9,919 | 9,919 | 119,027 |
| Payroll service fees | 498 | 498 | 498 | 498 | 498 | 498 | 5,975 |
| Payroll taxes | 776 | 776 | 776 | 776 | 776 | 776 | 9,308 |
| Retirement plan contributions - 401(k) | 715 | 715 | 715 | 715 | 715 | 715 | 8,580 |
| Rent | 826 | 826 | 826 | 826 | 826 | 826 | 9,907 |
| Repairs and maintenance-other | 86 | 86 | 86 | 86 | 86 | 86 | 1,035 |
| Small equipment | 267 | 267 | 267 | 267 | 267 | 267 | 3,200 |
| Taxes-other | 4 | 4 | 4 | 4 | 4 | 4 | 54 |
| Telephone | 674 | 674 | 674 | 674 | 674 | 674 | 8,085 |
| Uniform | 327 | 327 | 327 | 327 | 327 | 327 | 3,921 |
| Utilities | 80 | 80 | 80 | 80 | 80 | 80 | 963 |
| | 22,002 | 22,002 | 22,002 | 22,002 | 22,002 | 22,002 | 264,029 |
| NET INCOME FROM OPERATIONS | 14,374 | 14,374 | 14,374 | 14,374 | 14,374 | 14,374 | 172,483 |
| OTHER INCOME (EXPENSES): | | | | | | | |
| Government Grant - PPP Loan | 7,309 | 7,309 | 7,309 | 7,309 | 7,309 | 7,309 | 87,710 |
| Interest | (1,055) | (1,055) | (1,055) | (1,055) | (1,055) | (1,055) | (12,664) |
| | 6,254 | 6,254 | 6,254 | 6,254 | 6,254 | 6,254 | 75,046 |
| NET INCOME | 20,627 | 20,627 | 20,627 | 20,627 | 20,627 | 20,627 | 247,528 |

E-4/4

| | | |
|--|---|------------|
| Original Title Page No. No Supplement to this Tariff will be issued except For the purpose of canceling the Tariff unless specifically authorized by the authority. | | N.T.A. |
| <p style="text-align: center;">MEDLIFE TRANSPORTATION CPCN <u>1126.2</u></p> | | |
| <p style="text-align: center;">TARIFF NO. 1 naming</p> <p style="text-align: center;">RATES, RULES AND REGULATIONS GOVERNING THE TRANSPORTATION</p> <p>Non-emergency medical transportation for the elderly and disabled population with non-medically supervised stretcher and wheelchair services between points and places within Clark and Nye Counties, Nevada.</p> | | |
| Issued: | Issued by: MEDLIFE TRANSPORTATION 8170 W Sahara Ave ste 102 Las Vegas, NV, 89117 | Effective: |

F-1/11

ORIGINAL PAGE 1

N.T.A. No.

MEDLIFE TRANSPORTATION
CPCN NO. 1126.2
TARIFF NO.1

CHECK SHEET FOR TARIFF

Upon receipt of new or revised pages a check mark must be placed opposite the "Correct Number" (shown below) corresponding to the number shown on the lower left-hand corner of the new or changed paged. 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 revises page.

CORRECTION NUMBERS

| | | | | |
|----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| <input type="checkbox"/> 1 | <input type="checkbox"/> 7 | <input type="checkbox"/> 13 | <input type="checkbox"/> 19 | <input type="checkbox"/> 25 |
| <input type="checkbox"/> 2 | <input type="checkbox"/> 8 | <input type="checkbox"/> 14 | <input type="checkbox"/> 20 | <input type="checkbox"/> 26 |
| <input type="checkbox"/> 3 | <input type="checkbox"/> 9 | <input type="checkbox"/> 15 | <input type="checkbox"/> 21 | <input type="checkbox"/> 27 |
| <input type="checkbox"/> 4 | <input type="checkbox"/> 10 | <input type="checkbox"/> 16 | <input type="checkbox"/> 22 | <input type="checkbox"/> 28 |
| <input type="checkbox"/> 5 | <input type="checkbox"/> 11 | <input type="checkbox"/> 17 | <input type="checkbox"/> 23 | <input type="checkbox"/> 29 |
| <input type="checkbox"/> 6 | <input type="checkbox"/> 12 | <input type="checkbox"/> 18 | <input type="checkbox"/> 24 | <input type="checkbox"/> 30 |

EXPLANATION OF ABBREVIATIONS AND OTHER REFERENCE MARKS

| | | | |
|--------|---------------------------------|---|--|
| dba | Doing Business As | N | New |
| NV | Nevada | C | Change, neither increase nor reduction |
| No. | Number | I | Increase |
| Nos. | Numbers | R | Reduction |
| N.T.A. | Nevada Transportation Authority | | |

Application of carrier's operating rights

CPCN 1126

Provides non-emergency medical transportation for the elderly and disabled population with non-medically supervised stretcher and wheelchair services within Clark and Nye Counties, Nevada.

Issued:

Issued by:
MEDLIFE TRANSPORTATION
8170 W Sahara Ave ste 102
Las Vegas, NV, 89117

Effective:

F-2/11

MEDLIFE TRANSPORTATION
CPCN NO. 1126.2
TARIFF NO.1

RULES AND REGULATIONS**5 GENERAL APPLICATION**

Rules, regulations and rates are to be used by Medlife Transportation, in the operation of service for which Medlife Transportation is certified.

10 SERVICE AREAS

Medlife Transportation serves the following areas: Clark and Nye Counties, Nevada.

15 AVAILABILITY OF TARIFF

Copies of this tariff shall be available in each office where order for service are taken and, in each vehicle, used to provide services.

20 HOURS OF BUSINESS

Medlife Transportation will provide service Monday through Friday, between 8.00 am- 5.00 pm. Transports outside business hours will be available by appointment only.

25 METHOD OF COMPUTING TIME

Time is to be computed by standard wristwatch or clock.

30 SMOKING POLICY

All vehicles will be non-smoking.

35 FOOD OR DRINK

No food or drink (except water) is allowed in the van.

Issued:

Issued by:
MEDLIFE TRANSPORTATION
8170 W Sahara Ave ste 102
Las Vegas, NV, 89117

Effective:

F-3/11

| | | | | |
|---|---|--|-------------------|--|
| | | | | |
| ORIGINAL PAGE 3 | MEDLIFE TRANSPORTATION CPCN NO. <u>1126.2</u> TARIFF NO.1 | | N.T.A. No. | |
| RULES AND REGULATIONS (continued) | | | | |
| <p>40 FIREARMS Passengers are not permitted to board vehicles while carrying firearms.</p> <p>45 TRANSPORTATION OF MINORS No minors under the age of 18 will be transported unless accompanied by their parent or legal guardian. In addition, signed authorization to transport a minor will be required of the parent or legal guardian prior to the transportation of any minor.</p> <p>50 ANIMALS OR PETS Dogs or cats or other animals will not be allowed in the vehicles with passengers, except dogs who accompany individuals who are visually impaired (seeing eye dogs).</p> <p>55 TIME SCHEDULED FOR SERVICE Medlife Transportation shall endeavor to arrive and depart at prior agreed upon times to and from points of departure and arrival within its service area. However, Medlife Transportation will not be liable for delay caused by accident; breakdown; roadway conditions; weather; or other causes beyond its control, and it does not guarantee arrival or departure from any point at a specified time.</p> | | | | |
| Issued: | Issued by: MEDLIFE TRANSPORTATION 8170 W Sahara Ave ste 102 Las Vegas, NV, 89117 | | Effective: | |

F-4/11

ORIGINAL PAGE 4

N.T.A. No.

MEDLIFE TRANSPORTATION
CPCN NO. 1126.2
TARIFF NO.1

RULES AND REGULATIONS (continued)

60 CLAIMS

NAC 706.333 Claims for lost or damaged freight or baggage. (NRS 706.171).

1. A claim by a shipper or consignor against a common or contract motor carrier for a lost or damaged freight or baggage must be submitted to the carrier within 7 days after the loss or damage is discovered.
2. 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.
3. A denial of a claim may be appealed by the shipper or consignor to the transportation services authority.

65 CANCELLATION

Notice of cancellation by a passenger, to be without charge, must be given to the carrier not less than two (2) hours prior to the departure time originally agree. If notice of cancellation is not timely given, a charge equal to the minimum charge for the service originally requested will be payable.

Issued:

Issued by:
MEDLIFE TRANSPORTATION
8170 W Sahara Ave ste 102
Las Vegas, NV, 89117

Effective:

F-5/11

| | | |
|--|---|-------------------|
| | | |
| ORIGINAL PAGE 5 | N.T.A. No. | |
| <p style="text-align: center;"> MEDLIFE TRANSPORTATION CPCN NO. <u>1126.2</u> TARIFF NO.1 </p> | | |
| RULES AND REGULATIONS (continued) | | |
| <p>70 RIGHTS RESERVED</p> <p>a. Medlife Transportation reserves the right to refuse transportation to any and all persons having in their possession explosives or inflammable material or articles or substances of an objectionable nature; or who are under the influence of liquor or drugs, or whose conduct or behavior is objectionable to either passengers or prospective passengers.</p> <p>b. Medlife Transportation reserves full control and discretion as to seating of and the right to change such seating at any time during the trip.</p> <p>c. Medlife Transportation reserves the right, whenever operation requires, to transfer passengers from one vehicle to another en-route.</p> <p>d. Immediate transportation is not guarantee but is subject to limitations of available equipment and personnel. Should any of the above occur Medlife Transportation reserves the right to transport passengers at the next available opportunity.</p> <p>75 COMPLIANCE WITH LOCAL LAW</p> <p>Medlife Transportation shall comply with all local laws, rules and regulations within the area of service.</p> | | |
| Issued: | Issued by: MEDLIFE TRANSPORTATION 8170 W Sahara Ave ste 102 Las Vegas, NV, 89117 | Effective: |

F-6/11

| | | |
|--|---|-------------------|
| | | |
| ORIGINAL PAGE 6 | MEDLIFE TRANSPORTATION CPCN NO. <u>1126.2</u> TARIFF NO.1 | N.T.A. No. |
| RULES AND REGULATIONS (continued) | | |
| <p>100. BARIATRIC RATES</p> <p>Bariatric rates will be base on patient's weight. Any patient weighing 350 lb or more is considered bariatric. Bariatric wheelchair transports will be charged the discounted base wheelchair rate times two. Bariatric stretcher transports will be charged the discounted base stretcher rate times two and will include an additional 1-2 crew members.</p> | | |
| Issued: | Issued by: MEDLIFE TRANSPORTATION 8170 W Sahara Ave ste 102 Las Vegas, NV, 89117 | Effective: |

F-7/11

ORIGINAL PAGE 7

N.T.A. No.

MEDLIFE TRANSPORTATION
CPCN NO. 1126.2
TARIFF NO.1

RATES

Rates are for one-way transportation and are based on the pick-up or destination point with the highest zone rate.

| ZONE | SERVICE | RATES |
|---|------------|-------------------------|
| ZONE 1- Las Vegas area, North Las Vegas | Ambulatory | \$50 |
| | Wheelchair | \$85 |
| | Stretcher | \$135 |
| ZONE 2- Henderson | Ambulatory | \$60 |
| | Wheelchair | \$100 |
| | Stretcher | \$150 |
| ZONE 3- Boulder City | Ambulatory | \$70 |
| | Wheelchair | \$150 |
| | Stretcher | \$170 |
| ZONE 4- Rural Clark County | Ambulatory | \$60+ \$3.75/mi |
| | Wheelchair | \$110base+\$3.75/mile |
| | Stretcher | \$175 base+\$3.75/mile |
| ZONE 5- Nye and Out of Clark County | Ambulatory | \$175+ \$3.75/mi |
| | Wheelchair | \$175 base+ \$3.75/mile |
| | Stretcher | \$175 base+ \$3.75/mile |

Determination of mileage service charge is measured by vehicle odometer from the passenger pick up point to passenger destination.

Bariatric Wheelchair: 350 lb or more will be charged discounted wheelchair base rate times two.

Bariatric Stretcher: 350 lb or more will be charged discounted stretcher base rate times two.

***See Rule 100**

Wait time will be an additional charge per 30 minutes per person.

Ambulatory/Wheelchair/Stretcher: \$25.00 per 30 minutes or fraction thereof.

***See Rule 95**

Issued:

Issued by:
MEDLIFE TRANSPORTATION
 8170 W Sahara Ave ste 102
 Las Vegas, NV, 89117

Effective:

F- 8/11

ORIGINAL PAGE 8

N.T.A. No.

MEDLIFE TRANSPORTATION, LLC
CPCN NO. 1126.2
TARIFF NO.1

RATES

Discounted rates for 6 or more transports daily

| ZONE | SERVICE | RATES |
|-------------------------------------|------------|------------------|
| | Ambulatory | \$45 |
| ZONE 1- Las Vegas, North Las Vegas | Wheelchair | \$80 |
| | Stretcher | \$125 |
| | | |
| | Ambulatory | \$55 |
| ZONE 2- Henderson | Wheelchair | \$95 |
| | Stretcher | \$145 |
| | | |
| | Ambulatory | \$65 |
| Zone 3- Boulder City | Wheelchair | \$130 |
| | Stretcher | \$170 |
| | | |
| | Ambulatory | \$60+ \$3.75/mi |
| Zone 4- Rural Clark County | Wheelchair | \$115+ \$3.75/mi |
| | Stretcher | \$175+ \$3.75/mi |
| | | |
| | Ambulatory | \$70+ \$3.75/mi |
| Zone 5- Nye and Out of Clark County | Wheelchair | \$165+ \$3.75/mi |
| | Stretcher | \$165+\$3.75/mi |

***3 % transportation tax will be waived for discounted rate customers**

Issued:

Issued by:
MEDLIFE TRANSPORTATION, LLC
8170 W Sahara Ave ste 102
Las Vegas, NV, 89117

Effective:

F-9/11

RATES**Examples:**

1. If pick-up is Las Vegas (Zone 1) and destination is Boulder City (Zone 3) then Boulder City (Zone 3) rates apply as the point with the highest zone charge.
2. If pick-up is Henderson (Zone 2) and destination is North Las Vegas (Zone 1) then Henderson (Zone 2) rates apply as the point with the highest zone charge.
3. If pick up is Zone 5 and destination is Las Vegas (Zone 1) then Zone 5 rates apply as the point with the highest charge. In addition to the Zone 5 rate, mileage of \$3.75/mile will apply and be calculated from Medlife Transportation business address to the pick-up or destination point with the highest mileage.
4. Bariatric Wheelchair: 350 lb or more will be charged the discounted base wheelchair rate times two.
5. Bariatric Stretcher: 350 lb or more will be charged the discounted base stretcher rate times two.

Issued:

Issued by:
MEDLIFE TRANSPORTATION, LLC
8170 W Sahara Ave ste 102
Las Vegas, NV, 89117

Effective:

F-10/11

3% TAX Pursuant to section 51 of AB175

The following rules apply to carriers who provide passenger transportation, excluding airport transport service:

Pursuant to Nevada Legislative Senate Bill No.376

Sec. 36. Section 51 of Assembly Bill No.175 of this section is hereby amended to read as follows:

Sec. 51. 1. Except or otherwise provided in subsection 2 and in addition to any other fee or assessment imposed pursuant to this chapter, an excise tax is hereby imposed on the connection, whether by dispatch or other means, made by a common motor carrier of a passenger to a person or operator willing to transport the passenger at the rate of 3% of the total fare charged for the transportation, which must include, without limitation, all fees, surcharges, technology fees, convenience charges for the use of a credit or debit card and any other amount that is part of the fare. The Department of Taxation shall charge and collect from each common motor carrier of passengers the excise tax imposed by this subsection.

2. The provisions of subsection 1 do not apply to an airport transfer service.

3. (Intentionally omitted).

4. As used in this section, "airport transfer service" means the transportation of passengers and their baggage in the same vehicle, except by taxicab, for a per capita charge between airports or between an airport and points and places in this State. The term does not include charter services by bus, charter services by limousine, scenic tours or special services.

NOTE 1: The passenger transportation recovery charge must be passed along to all customers.

NOTE 2: The 3 % passenger transportation recovery charge must be shown separately from the total fare as defined above.

Issued:

Issued by:
MEDLIFE TRANSPORTATION, LLC
8170 W Sahara Ave ste 102
Las Vegas, NV, 89117

Effective:

F-11/11

Agenda Item#

87

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In the Matter of the Application of Zavala's Moving,)
LLC for a Certificate of Public Convenience and) Docket 21-09026
Necessity to operate as a household goods mover)
within the State of Nevada.)
_____)

At a general session of the Nevada Transportation
Authority held on February 17, 2022.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
Commissioner R. David Groover
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 21, 2021, Zavala's Moving, 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 21-09026.
2. That on September 27, 2021, 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. Karen Rayson, Compliance Audit Investigator for the Authority, investigated the Applicant's background and inspected documentation relative to the proposed

operation. Ms. Rayson 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 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 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 two (2).

2. Upon full compliance with the conditions of this Order, a Certificate of Public Convenience and Necessity identified as **CPCN 3393** shall be issued to Zavala's Moving, 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 and Schedule of Autos) 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 card, annual (USDOT) vehicle inspections, titles and registrations.
 - e. Ensure driver qualification files are set up 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 382.30. 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 copies of 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 signed affidavit acknowledging requirements of NTA Annual Report

pursuant to NRS 706.167.

- k. 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.
 - l. Provide a cash reconciliation and corresponding bank statement that demonstrates a minimum \$25,000 cash balance is available. The \$64,000 cash balance indicated on the proforma balance sheet is more than the working capital needed to fund NTA requirements.
 - m. Provide proof that the Applicant is complying with all municipal, county, and homeowner's association laws, codes, regulations, and bylaws for the parking or storage of its vehicles.
 - n. Remit 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. ***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 Zavala's Moving, 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

R. David Groover, 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.

Zavala's Moving, LLC
Application for Household Goods Mover Authority
Docket 21-09026
February 17, 2022 General Session

Application Summary:

On September 21, 2021, Zavala's Moving, LLC ("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 two (2) vehicles. Emma Bernardino Zavala is the sole member 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 is not verifying market for household goods movers since it is difficult for an applicant to compile because moving is not a highly repetitive activity as it is for transporting passengers. The applicant provided market (exhibit M requirement in the application), which was reviewed by staff. (Attachment B)
- 3) Pro Forma Balance Sheet – includes two (2) trucks (both paid in full), has 100% equity, and sufficient cash to cover 90 days' worth of fixed expenses. (Attachment C)

No capital infusion is necessary. The cash required to fund the pro forma balance sheet is in the company's bank account.

- 4) Pro Forma Income Statement - projects overall \$302,000 in sales and \$56,000 in net income. (Attachment C)
When compared to other carriers of similar size: projected sales and payroll tax are high; projected fuel and insurance are low. The company remains compensable after making these adjustments. Adjusted net income is \$39,802.
- 5) Tariff – the proposed rates are within the range of rates currently charged by the industry for similar services. (Attachment D)

Attachments:

- A. Investigator's Background Report without exhibits
- B. Market
- C. Pro Forma Balance Sheet
- D. Pro Forma Income Statement and Narratives
- E. Tariff

(Immaterial errors do not require re-calculations and are noted on Applicant's exhibits)

Compliance Items in addition to those included in the background report:

- 1) Provide a cash reconciliation and corresponding bank statement that demonstrates a minimum \$25,000 cash balance is available. The \$64,000 cash balance indicated on the proforma balance sheet is more than the working capital needed to fund NTA requirements.

**STATE OF NEVADA
TRANSPORTATION AUTHORITY
BACKGROUND INVESTIGATION FOR FULLY REGULATED CARRIERS**

| | |
|--|---|
| DOCKET NUMBER: 21-09026 | DATE APPLICATION WAS FILED: 09/21/21 |
| APPLICANT NAME: Ema Bernardino Zavala | TITLE: Owner |
| COMPANY NAME: Zavala's Moving, LLC | |
| ADDRESS: 4150 Manford Dr, Las Vegas, NV 89104 | |
| PHONE NUMBERS: 702-480-4918 | |
| INVESTIGATOR : K. Rayson | DATE ASSIGNED: 10/22/21 |

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 | | Which Counties: | Clark and Nye |
| IS APPLICANT PRESENTLY PROVIDING ANY TYPE OF SERVICE: YES NO X | | | | | |
| Charter Limousine | | Contract Carrier | | Charter Bus | |
| Scenic Tours | | Special Services | | HHG | |
| Tow Car | | Tow Car | | US DOT Authority | |
| | | | | Airport Transfer | |
| | | | | NEMT | |
| | | | | Other States | |

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

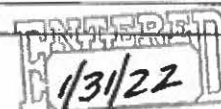
| | | | | | |
|--|--|-----|---|-------------|---------------------|
| IDENTIFY OWNERSHIP STRUCTURE OF THE PROPOSED OPERATIONS | | | | | |
| Corporation | | LLC | X | Partnership | Sole Proprietorship |

| | |
|---|--|
| Identify each owner and their percentage of ownership: Ema Bernardino Zavala – 100% | |
|---|--|

| | |
|---|----------------------|
| Attach as an exhibit, appropriate proof of ownership interest where applicable. | Exhibit 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): Ema Bernardino Zavala – Hiring & Firing, Maintaining Driver Qualification Files and Vehicle Maintenance Files, Day to Day Company Operations and Training. Will not be a driver. | |
|--|--|

| | | | |
|--|------------|-----------|-----------|
| Has the criminal background check disclosed any issue of concern? | YES | NO | X |
| Name Ema Bernardino Zavala | | | |
| 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 | NO | X |
| Is Applicant operating in another state? | YES | NO | X |
| If so, Which State and under what type of Authority? | | | |
| Explain: | | | |



DT 1

| | |
|--|----------------------------|
| 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 |
|--|----------------------------|

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

Ricardo Huertas – Driver, Vehicle Maintenance, may assist in training if future drivers hired.

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

A. Type of Vehicles:

Box Truck

B. Number of Vehicles:

Applicant is requesting authority for two vehicles but will start operations with one.

| | |
|--|----------------------------|
| Attach photographs of vehicles as an exhibit | Exhibit D |
| Attach as an exhibit, copies of vehicle titles and registration, if available | |

Describe the facilities to be used for this operation:

C. Address (If Known):

Compliance

Does the Applicant have an acceptable Timekeeping method? YES ☐ NO ☒ X

If Yes, Describe:

Does the Applicant plan to store their vehicles at a location other than their legal domicile? YES ☐ NO ☐

D. If so, provide address (If known):

Compliance

Are the facilities adequate for the proposed service?

Properly Zoned? YES ☐ NO ☐ Adequate? YES ☐ NO ☐

If inadequate, describe the Applicant's plan to remedy:

Compliance

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 ☐

| | |
|---|----------------------------|
| Attach appropriate proof of insurance, or ability to obtain, as an exhibit | 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 <input checked="" type="checkbox"/> X | NO <input type="checkbox"/> | |
| Does the Applicant understand the requirements contained within 49 CFR 396 as they pertain to the establishment and maintenance of vehicle maintenance records? | YES <input checked="" type="checkbox"/> X | NO <input type="checkbox"/> | |
| 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 <input checked="" type="checkbox"/> X | NO <input type="checkbox"/> | |
| Has the Applicant contracted with a laboratory to perform and monitor their substance abuse program? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> X | |

| | | | |
|--|-----|-----|----------------|
| If so, which laboratory? | | | |
| 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)? <i>Limousine only</i> | YES | | 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 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) or Charter Order (Charter Limousine/Scenic Tours) 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 | 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. |
| 13 | Provide signed Affidavit acknowledging requirements of NTA Annual Report pursuant to NRS 706.167 (for fully regulated carriers ONLY) |
| 14 | Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority. |

| | | | |
|---|--------------------|--------------|---------|
| INVESTIGATOR: | <i>[Signature]</i> | DATE: | 1/25/22 |
| REVIEWED BY SUPERVISOR INVESTIGATOR: | <i>[Signature]</i> | DATE: | 1/25/22 |
| REVIEWED BY APPLICATION MANAGER: | <i>[Signature]</i> | DATE: | 1/25/22 |

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.

Market Identification Overview

Our company offers professional moving assistance. We count on honest workers that have the capacity to perform this service. They provide quality work to all private residences and corporate offices for Clark County.

The source of clients will be based on referrals from word of mouth and on-line advertising. On-line will include advertising on Facebook Ads, Google Sense, Twitter, individual Clark County based groups/pages, and Instagram. The company has also built relationships with realtors and well-known storage facilities.

Through these sources, the company can expect to average 60 moves per month. The applicant will begin operations with 2 vehicles dedicated to moving. As business expands and loyal clients remain, the company will expand its trucking equipment and movers to keep up with demand.

Market Identification Details

The market that would need this type of service would have customers who may be relocating to the Clark County area and would need a new locally purchased furnisher transported to their new home. This customer can also be someone who is moving out of a former apartment or home and into a better living situation. Most customers only have a four-door vehicle and this can get burdensome when making a move. Even if a customer owns a pick-up truck, all of the belongings have to be packed in, and the bed frame or couch might take quite a lot more trips. The customer in this market would have the need for moving, and also need manpower and time-saving sources to comfortably make the move.

The market base will understand what they can gain from using these services by communicating via advertisements that they'll save -

- Time
- Money
- Physical labor
- Stress - free process
- Friendly service
- Helpful moving advice
- Assistance rearranging furniture in new space
- Worry-free from accidents and item breakage

The competition in this market has a main competitor and many smaller or independently owned competitors. The main one being U-Haul with very large fleets, and many locations across Clark County. They also hold different sizes of trucks, but this company would have an advantage in the market over U-Haul as U-Haul does not focus on providing labor or movers. The market needs a company that can provide quality service and attention to detail.

Attachment B-1/2

Other competition like All My Sons or Zippy may sometimes hire staffing agencies for temporary labor, and the staffing agency may not hire the right candidate that really understands the customer and the work directly. The right employees must be trained properly to create a loyal customer in the market.

It is easy for the company to reach this market because many are currently purchasing new properties. The housing rates are at an all-time low, which has created a large pool of buyers, and many new sellers due to increase in demand. Businesses may also need relocating, and any business that may move away from physical locations will need to sell and transport their office furniture or take it to storage.

The sale cycles have a short duration, they can be completed within a day. If they are not, for example, if the customer requests specific accommodations, or the company is moving a corporate office, the time and labor needed can be planned.

The cost of marketing in this market would be low when advertising on-line. Pricing can increase if company truck/equipment will be used for marketing, as well as physical printing like business cards and flyers once in a while. Another important factor for the market, is to consider how the competition is marketing and how to improve it. The moving company will keep all reviews on their website as a marketing tool, and help clients understand the process and quotes over the phone or adapt to the current climate and give quotes virtually. Marketing tools are a big influencer for current customers and will be influential for future customers.

Zavala's Moving LLC
Balance Sheet
 As of 9/3/2021

ASSETS

CURRENT ASSETS

| | |
|-----------------------------|---------------------|
| Checkings Account | \$ 60,007.91 |
| Savings Account | \$ - |
| Cash | \$ 1,362.04 |
| Accounts Receivable | \$ - |
| Notes Receivable | \$ - |
| Total Current Assets | \$ 61,369.95 |

LONG-TERM ASSETS

| | |
|-----------------------|---------------------|
| Truck 1 | \$ 11,900.00 |
| Truck 2 | \$ 9,500.00 |
| Total Vehicles | \$ 21,400.00 |
| Prepaid Rent | \$ 1,000.00 |
| TOTAL ASSETS | \$ 83,769.95 |

LIABILITIES & OWNER'S EQUITY

CURRENT LIABILITIES

| | |
|----------------------------------|-------------|
| Accounts Payable | \$ - |
| Notes Payable | \$ - |
| Payroll Liabilities | \$ - |
| Total Current Liabilities | \$ - |

OWNER'S EQUITY

| | |
|-----------------------------|---------------------|
| Members Investment | \$ 83,769.95 |
| Member Equity | \$ - |
| Net Income | \$ - |
| Total Owner's Equity | \$ 83,769.95 |

| | |
|---|---------------------|
| TOTAL LIABILITIES & OWNER'S EQUITY | \$ 83,769.95 |
|---|---------------------|

Ⓢ listed in the wrong category.
 Immaterial. fs

Attachment C

email 12.14.2021

ZAVALA'S MOVING LLC
PROFIT AND LOSSES Projection for 12 Months

| Revenue | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Month 8 | Month 9 | Month 10 | Month 11 | Month 12 | Totals |
|----------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Moving Jobs | 25200 | 25200 | 25200 | 25200 | 25200 | 25200 | 25200 | 25200 | 25200 | 25200 | 25200 | 25200 | 302400 |
| Las Vegas Revenue | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 302400 |
| Total Gross Revenue | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 25200.00 | 302400 |
| Expenses | | | | | | | | | | | | | |
| Drivers-Movers Wages | 8666.66 | 8666.66 | 8666.66 | 8666.66 | 8666.66 | 8666.66 | 8666.66 | 8666.66 | 8666.66 | 8666.66 | 8666.66 | 8666.66 | 103999.92 |
| Payroll Exp. Drivers | 1299.99 | 1299.99 | 1299.99 | 1299.99 | 1299.99 | 1299.99 | 1299.99 | 1299.99 | 1299.99 | 1299.99 | 1299.99 | 1299.99 | 15599.88 |
| Gas(2) trucks | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 9600 |
| Auto Repairs (2) | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | 6000 |
| Maintenance | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 4200 |
| DMV Registration | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 1200 |
| Insurance | 1706.00 | 1706.00 | 1706.00 | 1706.00 | 1706.00 | 1706.00 | 1706.00 | 1706.00 | 1706.00 | 1706.00 | 1706.00 | 1706.00 | 20472 |
| Advertising | 550.00 | 550.00 | 550.00 | 550.00 | 550.00 | 550.00 | 550.00 | 550.00 | 550.00 | 550.00 | 550.00 | 550.00 | 6600 |
| Office Salaries | 2500.00 | 2500.00 | 2500.00 | 2500.00 | 2500.00 | 2500.00 | 2500.00 | 2500.00 | 2500.00 | 2500.00 | 2500.00 | 2500.00 | 30000 |
| Payroll Exp. Office | 375.00 | 375.00 | 375.00 | 375.00 | 375.00 | 375.00 | 375.00 | 375.00 | 375.00 | 375.00 | 375.00 | 375.00 | 4500 |
| Office Supplies | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | 2160 |
| Prof Fees | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 2400 |
| Rent | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 1000.00 | 12000 |
| Licenses | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 1200 |
| Auto Loan Interest | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 |
| Depreciation 2 Veh. | 243.00 | 243.00 | 243.00 | 243.00 | 243.00 | 243.00 | 243.00 | 243.00 | 243.00 | 243.00 | 243.00 | 243.00 | 2916 |
| Truck Lease | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 |
| Phone & Internet | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 2400 |
| Utilities | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | 2160 |
| Meals & Entert | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 1200 |
| Equip. & Supplies | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 4800 |
| Bank Expenses | 756.00 | 756.00 | 756.00 | 756.00 | 756.00 | 756.00 | 756.00 | 756.00 | 756.00 | 756.00 | 756.00 | 756.00 | 9072 |
| Unexpected Exp | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 3000 |
| Total Expenses | 20456.65 | 20456.65 | 20456.65 | 20456.65 | 20456.65 | 20456.65 | 20456.65 | 20456.65 | 20456.65 | 20456.65 | 20456.65 | 20456.65 | 245479.8 |
| Net Income | 4743.35 | 4743.35 | 4743.35 | 4743.35 | 4743.35 | 4743.35 | 4743.35 | 4743.35 | 4743.35 | 4743.35 | 4743.35 | 4743.35 | 56920.2 |

Attachment D-VII

In our narrative we calculated our fees of 420.00 per trip. This amount is taken as average from the following:

| | |
|--|---------------|
| Minimum fee for service of 2 hours with 2 men | 212.00 |
| Additional hours will be charge for assembling and disassembling Of any furniture | |
| An apartment with two bedroom on the first floor takes about 3hrs with 2 men | 318.00 |
| An apartment with two bedrooms on a second floor takes about 4hrs with 2 men | 424.00 |
| An apartment with two bedroom in a tower will take about 5hrs Because of the distance from where the truck is parked. | 530.00 |
| A two story house with 4 bedrooms will take around 6hr with 2 men | <u>636.00</u> |
| TOTAL | 2120.00 |
| Average | 420.00 |

avg SIB \$424
Immaterial diff.
ys 12-15-2021

D-2/11

ZAVALA'S MOVING LLC
SUMMARY OF SIGNIFICANT PROJECTIONS AND BALANCE SHEET
ASSUMPTIONS AND ACCOUNTING POLICIES

Note 1

Basis of presentation, significant accounting policies and Limitations.

ZAVALA'S MOVING LLC, is a Nevada Corporation created to provide moving services in Las Vegas metropolitan area.

Due to the current demand of the moving services on the Las Vegas Metropolitan area, the owner seeks the opportunity to provide such service for which it is necessary to obtain a Certificate of Public convenience and Necessity.

This application requests the approval of 2 moving trucks for the company to start operations.

Limitation

This projection is prepared for the limited use of the Nevada Transportation Service Authority. For the period under consideration: 01/01/2021 to 01/31/2021.

Significant Accounting Policies

Revenue Recognition

As requested by Nevada Transportation authority this pro-forma reports financial information on an Accrual Basis method, projected through a period of one year. Therefore income will be shown in such manner.

Capital – Funding

The company will have sufficient funds to support the projected acquisition of assets, organizational costs and operations, through the owner's capital contribution. The funds will be available upon License approval by The Nevada Transportation authority.

Vehicles

At the beginning of the pro-forma period, ZAVALA'S MOVING LLC has already purchased Two (2) International Trucks from funds of the LLC. Both vehicles will be placed on service at the first day of operations, 01/01/2021.

ZAVALA'S MOVING LLC
SUMMARY OF SIGNIFICANT PROJECTIONS AND BALANCE SHEET
ASSUMPTIONS AND ACCOUNTING POLICIES

Vehicles Purchased:

| Year Make | Value | 10% Down Payment | Loan |
|----------------------------|-------------|---------------------|--------|
| 2012 GMC Savana Cut | \$11,900.00 | \$0.00 | \$0.00 |
| 2012 International | \$9,500.00 | \$0.00 | \$0.00 |
| <hr/> | | | |
| Total Vehicles Value | \$21,400.00 | \$0.00 | \$0.00 |

Projections

Projections have been made for one (1) year period of operations and will include Two (2) vehicles purchased to service the company, wages and payroll expenses paid to Drivers, Dispatchers, Administrative Employees and other historical expenses seen in the industry.

Depreciation

Depreciation is computed on the straight-line method over the following estimated lives as directed by Nevada Transportation Authority.

| <u>Item</u> | <u>Live in Years</u> |
|-------------|----------------------|
| Vehicles | 7 |

Note 2

Profit & Losses Projected

Projections have been calculated for the period of one year, projecting income and expenses as seen in the industry.

D-4/11

ZAVALA'S MOVING LLC
SUMMARY OF SIGNIFICANT PROJECTIONS AND BALANCE SHEET
ASSUMPTIONS AND ACCOUNTING POLICIES

Revenues

Moving Jobs

This is the Revenue from the moving services or jobs provided. It has been anticipated to have an average of 60 jobs a month, with average revenue of \$420.00 per job.

So, 60 jobs per month x \$420.00 Revenue per Month \$25,200.00 x 12 Months = \$302,400.00 of revenue a year.

Expenses

Drivers-Movers Wages

The company has projected to hire 2-4 driver-movers to provide the moving and transportation of house-goods services for the company. The compensation to be offered has been estimated to be \$500.00 week.

The company's operations are planned to run at a 10/7 availability. The company also assumes that each driver will work 40 hours per week.

So, 4 Drivers-Movers x \$500.00 x 52 Weeks = \$104,000 a year or \$8,666.66 a month.

Payroll Taxes Drivers

This line accounts for payroll taxes as Medicare, Social Security, Nevada Unemployment taxes, Nevada Career Enhancement, Federal Unemployment taxes and other deductions applied to the Drivers-Movers wages.

We are using a rate of 15% as the company's Payroll Taxes expense a month over the monthly wages of the Drivers.

Gasoline expenses

It has been calculated that for 2 trucks in operations will consume an average of \$800.00 in gasoline a month or \$9,600.00 a year.

Auto Repairs

It has been calculated that an average a month on repairs is \$500.00 or a year expense of \$6,000.00 for two vehicles.

D- 5/11

ZAVALA'S MOVING LLC
SUMMARY OF SIGNIFICANT PROJECTIONS AND BALANCE SHEET
ASSUMPTIONS AND ACCOUNTING POLICIES

Maintenance

This expenditure includes the motor maintenance, washing the trucks, and other minor services. This has been averaged to \$350.00 a month or \$4,200.00 a year

DMV Registration

For the purpose of estimating the expenditure of DMV, we are using an average expenditure of \$600.00 per vehicle a year.

$600.00 \times 2 = \$1,200.00 / 12 \text{ Months} = \100.00 a month.

Insurance

The company has estimated this expenditure including all the insurance categories as General Liability, Workers compensation and Vehicles, based on industrial data to be an average of \$1706.00 a month or \$20472.00 a year.

Advertising

This expenditure will be used to pay internet advertising like, Facebook and other internet advertisement with an average of \$550.00 a month or \$6,600.00 a year.

Office Salaries

The company has estimated the need one (1) person to assist on dispatching and administrative activities.

The wages assigned to this position is:

Dispatcher and Administrator: \$30,000.00 a year.

So, $\$30,000.00 / 12 \text{ Months} = \2500.00 a month.

Payroll Expense Office

This line accounts for payroll taxes as Medicare, Social Security, Nevada Unemployment taxes, Nevada Career Enhancement, Federal Unemployment taxes and other deductions applied to the office salaries.

We are using a rate of 15% as the company's Payroll Expense a month over the monthly Office Wages.

Office Supplies

This expenditure is calculated to be an average a month of \$180.00 for supplies and items used in the management of the business.

D- 6/11

ZAVALA'S MOVING LLC
SUMMARY OF SIGNIFICANT PROJECTIONS AND BALANCE SHEET
ASSUMPTIONS AND ACCOUNTING POLICIES

Professional Fees

These fees are projected to be paid for Accounting Services with an average of \$200.00 a month or \$2,400.00

Rent

Rent consists on the expenditure of a commercial space with parking for the Trucks with an average cost a month of \$1,000.00 or \$12,000.00 a year. First Month Rent was prepaid.

Licenses

The company expects to pay different State and Local taxes and license. The average amount a month is about \$100 or \$1,200.00 a year.

Interest Expense – Auto

N/A

Depreciation – Vehicles

Depreciation represents the estimated amount of expense charged against earnings by the company to write off the cost of the vehicles (2) over five years. Depreciation of vehicles is computed on the Straight-Line method with a monthly average of \$243.00. Please see Deprecation Table.

Lease Truck

N/A

Phone and Internet

This expense is paid for the usage of Internet and Phone lines at the service of the company. The average expense a month is calculated to be \$200.00 or \$2,400.00n a year.

Utilities

On this line, the company pays utilities for gas, water, electricity and waste pick up. The projection for this expense is calculated to be \$180.00 average a month or \$2,160.00 year

D-7/11

ZAVALA'S MOVING LLC
SUMMARY OF SIGNIFICANT PROJECTIONS AND BALANCE SHEET
ASSUMPTIONS AND ACCOUNTING POLICIES

Meals and Entertainment

The company projects to have business meetings with a cost average a month \$100.00 or \$1,200.00 a year.

Equipment and Supplies

This expenditure accounts for medium to small tools purchased and used in the moving services and also some packing supplies. This expense is calculated to be an average of \$400.00 a month or \$4,800.00 a year.

Bank Fees

The company estimates to pay to the bank a 3% of the majority of its income for credit card charges. Based on an estimation of \$302,400.00 of income to be paid by client's credit card, it then results on an expenditure of \$9072.00 a year or \$756.00 a month.

Unexpected Expenses

Unexpected expenses are a line that accounts for expenses unexpected and it is estimated to be \$250.00 a month.

Note 3

Projected Balance Sheet

Balance sheet is presented on an accrual basis as of January 1, 2021. The Company is fully funded; it also includes all Two (2) Vehicles purchased, and the owner's equity.

Assets

Current Assets

The Company at various times during the year maintains cash at financial institution to cover Operational Expenses and Short-Term Liabilities.

Bank Account

This account holds a balance of \$60,007.91 plus 1362.04 in cash at August 31, 2021. Funds that will provide sufficient cash reserves to meet three months of not operational expenses and short-term obligations, averaging a total of \$20,456.65 Please see calculation Table ↴

Table not included & not
required for startup
analysis. 4/1

D-8/11

ZAVALA'S MOVING LLC
SUMMARY OF SIGNIFICANT PROJECTIONS AND BALANCE SHEET
ASSUMPTIONS AND ACCOUNTING POLICIES

Pre-paid Rent

This amount corresponds one month of pre-paid rent \$1,000.00, which is customary when leasing commercial space. This value has been considered within the funds reserved for three months of operations.

Fixed Assets

Vehicles and Depreciation

It enlists the two (2) trucks purchase at January 1, 2021 for \$21,400.00.

Accumulated Depreciation

The accumulated Depreciation for the vehicles is \$0.00 at the beginning of operations of the company.

Liabilities and Equity

Current Liabilities

Current liabilities for the company at the moment of beginning operations is \$0.00.

Interest Payable

Interest payable for the company at the moment of beginning operations is \$0.00.

Loan Payable – Vehicles

Loan payable for the company at the moment of beginning operations is \$0.00.

Long Term Liabilities

It includes liabilities or obligations to be paid within periods longer than a year from Balance Sheet date.

Loan Payable

Loan payable for the company at the moment of beginning operations is \$0.00.

D-9/11

ZAVALA'S MOVING LLC
SUMMARY OF SIGNIFICANT PROJECTIONS AND BALANCE SHEET
ASSUMPTIONS AND ACCOUNTING POLICIES

Equity.

Paid in Capital

This value is the record of the capital placed in the company from the owner. This amount has been calculated as:

| | |
|----------------------------------|--------------------|
| Three months of operations funds | \$61,369.95 |
| <u>Prepaid Rent</u> | <u>\$ 1,000.00</u> |
| Total Capital needed | \$64,152.00 |

Retained Earnings

Retained Earnings for the company at the moment of beginning operations is \$0.00

Net Income or Loss

This value corresponds to the journal entry made to report Interest Payable (credit) against Interest Expense (debit). As such expenses are posted it represents the only expenditure of the company at the moment of the Balance Sheet date January 1, 2021, creating the Net Income Loss.

Note 4

Current Ratio

The Current Ratio measures liquidity and is most widely used to make analysis of short-term financial position or liquidity, it shows the strength of working capital. The next values were taken from the Balance Sheet projected at January 1, 2021.

Company is liquid and prepared to initiate operations with \$1.00 on Currents Assets to pay every \$0.00 on Current Liabilities. Please note that in the beginning, the company has no liabilities, therefore there is no current ratio.

Note 5

NAC 703.149

This Pro-forma, prepared for Zavala's Moving LLC, has followed regulations under NAC 703.149 to maintain an investment of not less than 20% equity capital in his operations.

Express as Total Equity/Total Assets
Or as $\$16,554.00/\$82,769.95 = 20\%$

incorrect. Applicant was advised.
↳

Note 6

Cash funds for three month's Not Operational expenses

not included. Staff calculated

This amount. ↳

D-10/11

ZAVALA'S MOVING LLC
SUMMARY OF SIGNIFICANT PROJECTIONS AND BALANCE SHEET
ASSUMPTIONS AND ACCOUNTING POLICIES

Also this Pro-forma has taken recommendation of the Nevada Transportation Authority to keep sufficient cash reserves to meet the three months of not operational obligation.

D-11/11

Original Title Page

Zavala's Movers, LLC
N.T.A. No. 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 elimination from
this tariff will be in loose-leaf form.

Zavala's Moving, LLC

CPCN NO. 3351

HOUSEHOLDS GOODS TARIFF NO.1

NAMING LOCAL, COMMODITY RATES
ALSO

ACCESSORIAL SERVICE CHARGES, MISCELLANEOUS SERVICE CHARGES,
HOURLY RATE 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 hand.

FOR

ZAVALA'S MOVING, LLC

E / 16

Households Goods Tariff Number 1

CHECKING SHEET FOR TARIFF

Upon receipt of new revised pages a check mark must be placed opposite the "Correction Number" (shown below) corresponding to the number shown in the 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 be made at once to the issuing carrier for a copy of the new or revised page.

CORRECTION NUMBERS

| | | |
|---|----|----|
| 1 | 7 | 13 |
| 2 | 8 | 14 |
| 3 | 9 | 15 |
| 4 | 10 | |
| 5 | 11 | |
| 6 | 12 | |

EXPLANATION OF ABBREVIATIONS AND OTHER REFERENCE MARKS

d/b/aDoing business as
NV..... Nevada
increase
No..... Number
Nos..... Numbers
N.T.A..... Nevada Transportation
Authority

N New
C Change, neither

Nor Reduction
I Increase
R Reduction

Issued:

Effective:

Issued by:
Ema Zavala
Zavala's Moving, LLC
4150 Mandford Dr
Las Vegas, NV 89104

E 2/16

APPLICATION OF CARRIER'S OPERATIVE RIGHTS

Transportation of household goods, furniture, office, stores, equipment supplies and general commodities on-call over irregular routes, between points and places within Clark County, Nevada on the one hand, and points and places within the State of Nevada on the other hand. This is inclusive of general commodities, furnishings, stock, and equipment or other supplies to and from stores, offices and other establishments, on call, over irregular routes.

Issued:

Effective:

Issued by:
Ema Zavala
Zavala's Moving, LLC
4150 Mandford Dr
Las Vegas, NV 89104

E 3/10

Household Goods Tariff Number 1

TABLE OF CONTENTS

| Subject No. | Rule No. | Page |
|---|----------|--------|
| Accessorial Services | 30 | 4 |
| Advancing of Charges | 200 | 12 |
| Application of Rates - Commodity Description | 10 | 4 |
| Application of Rates - Territory | 20 | 4 |
| Articles Liable to Cause Damage | 55 | 4 |
| Articles Not Accepted | 50 | 4 |
| Bill of Lading | 135 | 10, 11 |
| Claims | 80 | 5, 6 |
| Claims for Lost or Damaged Freight or Baggage | 85 | 7 |
| Complete Article | 60 | 5 |
| Declaration of Value | 70 | 5 |
| Estimate of Charges | 295 | 13 |
| Failure to Make Delivery | 90 | 7 |
| Impracticable Operation | 110 | 9 |
| Impracticable Pick-up or Delivery | 100 | 7, 8 |
| Inspection of Packages | 180 | 12 |
| Insurance | 120 | 9 |
| Labor Charges | 210 | 13 |
| Moving and Packing | 130 | 9, 10 |
| Payment of Charges | 140 | 11 |
| Pick-up and Delivery at Warehouse | 150 | 12 |
| Servicing Special Articles | 190 | 12 |
| Shipment Accepted Subject to Laws | 160 | 12 |
| Waiting or Delay | 170 | 12 |
| RATES AND CHARGES: | | |
| Application of Rates | 300 | 13-15 |
| Early Termination of Shipment | 220 | 13 |

Issued:

Effective:

Issued by:
Ema Zavala
Zavala's Moving, LLC
4150 Mandford Dr
Las Vegas, NV 89104

E 4/16

Household Goods Tariff Number 1

| Rule No. | RULES AND REGULATIONS |
|----------|--|
| 10. | <u>Application of Rates-Commodity Description</u> The rates named in this tariff apply to personal property, including furniture, baggage, equipment, stock or supplies of residences, stores, offices or other establishments. |
| 20. | <u>Application of Rates - Territory</u> 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 hand. |
| 30. | <u>Accessorial Services</u> Except as otherwise provided herein, rates or charges covering accessorial services rendered by the carrier are in addition to the transportation rates named in this tariff. |
| 50. | <u>Articles Not Accepted</u> Unless otherwise provided, the following property will not be accepted for shipment: Bank bills, coins or currency, deeds, notes, drafts or valuable paper 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 will not be accepted for transportation. |
| 55. | <u>Articles Liable to Cause Damages</u> 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. |

Issued:

Effective:

Issued by:
Ema Zavala
Zavala's Moving, LLC
4150 Mandford Dr
Las Vegas, NV 89104

E 5/16

Household Goods Tariff Number 1

Rule No. RULES AND REGULATIONS

60. Complete Article

Each shipping piece or package and contents thereof constitute one article except the total component parts of any article taken apart or 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.

Note: When entire shipment is transported in containers or shipping boxes, each shipping package, piece or loose item not enclosed within a package will constitute the article.

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 through special insurance 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. Claim

A. Any claims for loss, damage, or overcharge shall be in writing and shall be accompanied by a copy of the bill for transportation.

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.

Issued:

Effective:

Issued by:
Ema Zavala
Zavala's Moving, LLC
4150 Mandford Dr
Las Vegas, NV 89104

E 6/16

Household Goods Tariff Number 1

Rule No. RULES AND REGULATIONS

80. C. The carrier's liability shall not exceed the cost of repairing or replacing the property
Cont. lost or damaged with materials of like kind or quality not exceeding the actual cash value
 of the property at the 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
 released value not exceeding \$0.60 per pound per article; (2) if 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.

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 (or render 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 delivery.

E. Where the carrier is directed to load 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 \$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 lost or
damaged shall be determined under Rule 70.

Issued:

Effective:

Issued by:
Ema Zavala
Zavala's Moving, LLC
4150 Mandford Dr
Las Vegas, NV 89104

E 7/16

Rule No. RULES AND REGULATIONS

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 at (702)486.3303 or <http://www.nta.nv.gov>

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 carrier pursuant to instruction's of the shipper or consignee, notification of failure to make delivery will be mailed or telegraphed to the consignee, consignor or owner, and/or written notice delivered to the premises where actual delivery was to be effected. At the option of the carrier, shipment may be 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 rule 300 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 be safely operated.

Issued:

Effective:

Issued by:
Ema Zavala
Zavala's Moving, LLC
4150 Mandford Dr
Las Vegas, NV 89104

E 8/16

Rule No. RULES AND REGULATIONS

100.
Cont.

B. When it is physically impossible for carrier to perform pick-up of shipment at original 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 roadway due to rain, flood, snow, or nature of an article 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 made safely accessible.

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 certificated vehicle (if used) will be as provided in Rule 300 and shall be in addition to all other transportation or accessorial charges.

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 changes 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 warehouse shall constitute a new shipment.

Issued:

Effective:

Issued by:
Ema Zavala
Zavala's Moving, LLC
4150 Mandford Dr
Las Vegas, NV 89104

E 9/16

| | |
|----------|-----------------------|
| Rule No. | RULES AND REGULATIONS |
|----------|-----------------------|

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 is impracticable because:

A. the condition of roads, streets, driveways, alleys, or approaches thereto would subject operations to unreasonable risk or loss or damage to life or property;

B. loading or unloading risk or loss or damage to life or property;

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 life 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 or locations.

120. Insurance

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).

130. Marking and Packing

A. Articles of fragile or breakable nature must be properly packed. No claims will be allowed on any such 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, file proof file cabinets, pool tables, marble top tables, riding lawn mower and motorcycles may result in extra charges to the shipper for the delivery of such individual items as shown in Rule 300.

Issued:

Effective:

Issued by:
Ema Zavala
Zavala's Moving, LLC
4150 Mandford Dr
Las Vegas, NV 89104

E 10/16

| | |
|----------|-----------------------|
| Rule No. | RULES AND REGULATIONS |
|----------|-----------------------|

130.

cont.

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.

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 the vehicles which transported the household goods;

Issued:

Effective:

Issued by:
Ema Zavala
Zavala's Moving, LLC
4150 Mandford Dr
Las Vegas, NV 89104

E 11/16

| | |
|----------|-----------------------|
| Rule No. | RULES AND REGULATIONS |
|----------|-----------------------|

135.
cont.

I. An adequate description of the property transported;

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; and

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 cash, money order, credit card (Visa, Master Card or Discover) or cashier's check, except where other 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. After 7 days, with proper notice, carrier shall have the right to sell, as shipper's agent, at public or private sale, any property of shipper's in satisfaction of any charges not paid in full.

E. Upon default by the shipper, carrier is entitled to collect legal fees, cost and interest as provided in the contract.

Issued:

Effective:

Issued by:
Ema Zavala
Zavala's Moving, LLC
4150 Mandford Dr
Las Vegas, NV 89104

E 12/16

| | |
|----------|-----------------------|
| Rule No. | RULES AND REGULATIONS |
|----------|-----------------------|

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.
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.
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. Serving 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 others engaged by the shipper. When third persons 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:

Effective:

Issued by:
Ema Zavala
Zavala's Moving, LLC
4150 Mandford Dr
Las Vegas, NV 89104

E 13/14

| | |
|----------|-----------------------|
| Rule No. | RULES AND 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.

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 estimate of the charges. The original estimate shall be delivered to the shipper and a copy maintained by carrier in carrier's record of shipments.

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.

300. Application of Rates

Carrier will charge hourly rates for use of vehicles 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.

Issued:

Effective:

Issued by:
Ema Zavala
Zavala's Moving, LLC
4150 Mandford Dr
Las Vegas, NV 89104

E 11/16

| | |
|----------|-----------------------|
| Rule No. | RULES AND REGULATIONS |
|----------|-----------------------|

300.
cont.

(A) Shipping rates

Hourly rates are as follows:

| | |
|-------------------|---------------|
| 2 Men and a Truck | \$106.00/hour |
| 3 Men and a Truck | \$132.00/hour |

(B) Travel Charge

A travel charge at the applicable hourly rate will apply to all moves as follows:

Under 30 miles traveled from carrier's office to shippers pick up and to shippers drop off will carry no additional charge to shipper/customer.

Travel greater than 30 miles and less than or equal to 80 miles traveled from carriers office to shippers pick up and to shippers drop off, customer will be assessed one hour of applicable hourly rate: \$106/hr for 2 men and \$132/hr for 3 men and a truck.

If total travel from carriers office to shippers pick up and to shippers drop off location is greater than 80 miles, customer will be charged the one hour of the applicable rate for travel up to 80 miles, and for travel greater than 80 miles, customer will have an additional charge of \$1.30 per mile traveled for 2 men and a truck, and \$1.60 per mile traveled for 3 men and a truck.

(C) Minimum Charge

All shipments and cancellations with less than 72 hours notice are subject to a two (2) hour minimum charge for two men and a truck.

Issued:

Effective:

Issued by:
Ema Zavala
Zavala's Moving, LLC
4150 Mandford Dr
Las Vegas, NV 89104

E 15/16

Rule No. RULES AND REGULATIONS

(D) Packing Rates

Carrier will charge \$135.00 per hour for all packing services, which shall include two packers and all packing materials, boxes and containers utilized in packing.

(E) Delivery Rates for Individual Items

Carrier will move individual pieces of major appliances, furniture or equipment for a flat fee as follows:

| | |
|-------------------------------------|----------|
| One Piece | \$ 80.00 |
| Two Pieces | \$ 95.00 |
| Three Pieces | \$105.00 |
| Spinnet, console and upright pianos | \$155.00 |

(F) Materials and Container Charges:

Shipper will incur additional charges from those listed in the tariff for purchases or rentals on all packing materials, boxes and containers. Charges for packing materials, boxes and containers are subject to state sales taxes. These charges will be in addition to charges specified in this tariff.

(G) Overnight Truck Storage Fee: \$200.00 will be charged in addition to charges listed in the tariff if shipper requests items to stay in truck overnight

(H) Overtime:

At customer request, overtime after 8 hours is available at the following rates:

| | |
|-------------------|----------|
| 2 Men and a Truck | \$160.00 |
| 3 Men and a Truck | \$198.00 |

Issued:

Effective:

Issued by:
Ema Zavala
Zavala's Moving, LLC
4150 Mandford Dr
Las Vegas, NV 89104

E 16/16

Agenda Item#

88

**Oasis Moving & Storage
CPCN 3349
Dockets 19-04031, 19-12030**

Items received January 12, 2022

- 1. 2019 Tax Return**
- 2. 2020 Tax Return**
- 3. 2021 Bank Statements**
- 4. September 30, 2021 Balance Sheet, with no supporting documentation other than the bank statements**
- 5. Temporary Discontinuance for period November 1, 2021 to May 1, 2022, which is Item 54 on the February 17, 2022 General Session, needing retroactive approval.**

Items missing:

- 1. 2019 Annual Report**
- 2. 2020 Annual Report**

Dockets 19-04031 and 19-12030 tabled to February 17 General Session, where Brent Carson stated he may be out of the Country

ITEMS TO NOTE:

Financial documents are incomplete.

At the May 2021 general session, the 6th request for an extension through October 31, 2021 was granted. It was made clear that the 6th extension would be the final period of temporary discontinuance granted.

The 2020 tax return showed over 2 million dollars revenue. The bank statements for 2021 also indicated they were operational.

This order to show cause has been ongoing since December of 2019.

Agenda Item#

89

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In re: The Order to Show Cause issued to Ring Tours & Travel Company, Inc. d/b/a Ring Tours & Travel Company as to why Certificate of Public Convenience and Necessity 2255 should not be revoked.)) Docket 21-12027))

**ORDER TO SHOW CAUSE
AND NOTICE OF HEARING**

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

The Authority makes the following findings of fact and conclusions of law:

1. That on July 17, 2018, CPCN 2255 was issued to Ring Tours & Travel Company, Inc. d/b/a Ring Tours & Travel Company, a carrier authorized to provide charter bus service.
2. That on April 28, 2020, Ricardo Souza, Owner, filed a request to temporarily discontinue services under CPCN 2255 for the period March 28, 2020 through September 28, 2020 under docket 20-04035. The request was granted by the Authority at the July 22, 2020 General session.
3. That on September 17, 2020, the Petitioner filed a second request with the Authority to extend the period of temporary discontinuance of operations for the period of September 29, 2020 through March 29, 2021. The request was granted at the October 15, 2020 general session.
4. That on July 29, 2021, the Petitioner filed a third request with the Authority to extend the period of temporary discontinuance of operations for the period March 29, 2021 through December 29, 2021. The Request was limited to 180 days pursuant to NAC 706.356, subsection 4, to the period March 29, 2021 through September 29, 2021. The request was granted at the August 26, 2021 general session.
5. That on October 18, 2021, the Petitioner filed a fourth request with the Authority to extend the period of temporary discontinuance of operations for the period September 30,

2021 through March 29, 2022. That the request was DENIED at the December 9, 2021 general session and that an Order to Show Cause hearing be scheduled.

NOTICE

NOTICE IS HEREBY GIVEN that an Order to Show Cause hearing in this matter shall be held as follows:

THURSDAY, FEBRUARY 17, 2022

9:30 a.m.

Nevada Transportation Authority

Via WebEx or via telephone (see attached instructions)

(702) 486-3303

At which time Ring Tours & Travel Company, Inc. d/b/a Ring Tours & Travel Company, pursuant to NRS 233B.127(3), will be given the opportunity to show compliance with all applicable statutes and regulations.

Respondent is hereby advised that, Respondent's FAILURE TO APPEAR at the above time and place set for hearing or FAILURE TO SHOW COMPLIANCE may result in a recommendation to the Authority that CPCN 2255 be revoked or suspended.

By the Authority,



Dawn Gibbons

Dawn Gibbons, Chairman

George Assad

George Assad, Commissioner

R. David Groover

R. David Groover, Commissioner

Attest:

Jennifer DeRose
Jennifer DeRose, Deputy Commissioner

Dated:

12-29-21
Las Vegas, Nevada

Agenda Item#

90

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In re: The Order to Show Cause issued to Five Star)
Limo, LLC d/b/a Five Star Limobus as to why) Docket 21-12028
Certificate of Public Convenience and Necessity 2153)
should not be revoked.)

**ORDER TO SHOW CAUSE
AND NOTICE OF HEARING**

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

The Authority makes the following findings of fact and conclusions of law:

1. That on June 17, 2011, CPCN 2153 was issued to Five Star Limo, LLC d/b/a Five Star Limobus, a carrier authorized to provide charter bus service.
2. That on October 13, 2020, Daniel Akopyan, President of Five Star Limo, LLC, filed a request to temporarily discontinue services under CPCN 2153 for the period October 14, 2020 through January 14, 2021 under docket 20-10022. The request was granted by the Authority at the November 19, 2020 General session.
3. That on December 28, 2020, the Petitioner filed a second request with the Authority to extend the period of temporary discontinuance of operations for the period of January 14, 2021 through June 14, 2021. The request was granted at the January 28, 2021 general session.
4. That on May 20, 2021, the Petitioner filed a third request with the Authority to extend the period of temporary discontinuance of operations for the period of June 14, 2021 through November 14, 2021. The request was granted at the June 14, 2021 general session.
5. That on November 10, 2021, the Petitioner filed a fourth request with the Authority to extend the period of temporary discontinuance of operations for the period of November 14, 2021 through May 14, 2022. That the request was DENIED at the December 9, 2021 general session and that an Order to Show Cause hearing be scheduled.

NOTICE

NOTICE IS HEREBY GIVEN that an Order to Show Cause hearing in this matter shall be held as follows:

THURSDAY, FEBRUARY 17, 2022

9:30 a.m.

Nevada Transportation Authority

Via WebEx or via telephone (see attached instructions)

(702) 486-3303

At which time Five Star Limo, LLC d/b/a Five Star Limobus, pursuant to NRS 233B.127(3), will be given the opportunity to show compliance with all applicable statutes and regulations.

Respondent is hereby advised that, Respondent's FAILURE TO APPEAR at the above time and place set for hearing or FAILURE TO SHOW COMPLIANCE may result in a recommendation to the Authority that CPCN 2153 be revoked or suspended.

By the Authority,



Dawn Gibbons

Dawn Gibbons, Chairman

George Assad

George Assad, Commissioner

R. David Groover

R. David Groover, Commissioner

Attest:

Jennifer De Rose
Jennifer De Rose, Deputy Commissioner

Dated:

12-29-21
Las Vegas, Nevada

Agenda Item#

91

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In re: The Order to Show Cause issued to My Auto)
Service, LLC d/b/a My Auto Service as to why) Docket 21-12029
Certificate of Public Convenience and Necessity 7295)
should not be revoked.)

**ORDER TO SHOW CAUSE
AND NOTICE OF HEARING**

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

The Authority makes the following findings of fact and conclusions of law:

1. That on July 30, 2012, CPCN 7295 was issued to My Auto Service, LLC d/b/a My Auto Service, a carrier authorized to provide charter limousine service.
2. That on February 11, 2021, James Lodge, Owner, filed a request to temporarily discontinue services under CPCN 7295 for the period February 10, 2021 through April 30, 2021 under docket 21-02014. The request was granted by the Authority at the April 8, 2021 General session.
3. That on April 30, 2021, the Petitioner filed a second Request with the Authority to extend the period of temporary discontinuance of operations for the period of May 1, 2021 through July 30, 2021. The Request was granted at the June 14, 2021 general session.
4. That on October 15, 2021, the Petitioner filed a third Request with the Authority to extend the period of temporary discontinuance of operations for the period of July 30, 2021 through January 31, 2022. That the request was DENIED at the December 9, 2021 general session and that an Order to Show Cause hearing be scheduled.

NOTICE

NOTICE IS HEREBY GIVEN that an Order to Show Cause hearing in this matter shall be held as follows:

///

///

THURSDAY, FEBRUARY 17, 2022

9:30 a.m.

Nevada Transportation Authority

Via WebEx or via telephone (see attached instructions)

(702) 486-3303

At which time My Auto Service, LLC d/b/a My Auto Service, pursuant to NRS 233B.127(3), will be given the opportunity to show compliance with all applicable statutes and regulations.

Respondent is hereby advised that, Respondent's FAILURE TO APPEAR at the above time and place set for hearing or FAILURE TO SHOW COMPLIANCE may result in a recommendation to the Authority that CPCN 7295 be revoked or suspended.

By the Authority,



Dawn Gibbons

Dawn Gibbons, Chairman

George Assad

George Assad, Commissioner

R. David Groover

R. David Groover, Commissioner

Attest:

Jennifer De Rose

Jennifer De Rose, Deputy Commissioner

Dated:

12-29-21

Las Vegas, Nevada

Agenda Item# 92

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In re: The Order to Show Cause issued to Jambo)
Transportation, LLC d/b/a Jambo Transportation as to) Docket 21-12030
why Certificate of Public Convenience and Necessity)
2163 should not be revoked.)

ORDER TO SHOW CAUSE
AND NOTICE OF HEARING

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

The Authority makes the following findings of fact and conclusions of law:

1. That on July 10, 2013, CPCN 2163 was issued to Jambo Transportation, LLC d/b/a Jambo Transportation, a carrier authorized to provide charter bus service.
2. That on May 8, 2018, Yosief Bereketeab -Tekelmichael, Owner, filed a request to temporarily discontinue services under CPCN 2163 for the period June 5, 2018 to December 5, 2018 under docket 18-05014. The request was granted by the Authority at the June 29, 2018 General session.
3. That on November 28, 2018, an Extension Request was filed to extend the discontinuance from December 5, 2018 to June 5, 2019. The request was granted by the Authority at the December 13, 2018 general session.
4. That on May 8, 2019, an Extension Request was filed to extend the discontinuance from June 5, 2019 to December 5, 2019. The request was granted by the Authority at the June 6, 2019 general session.
5. That on November 21, 2019, an Extension Request was filed to extend the discontinuance from December 6, 2019 to June 5, 2020. The request was granted by the Authority at the December 18, 2019 general session.
6. That on May 29, 2020, an Extension Request was filed to extend the discontinuance from June 5, 2020 to December 4, 2020. The request was granted by the Authority at the July 22, 2020 general session.

7. That on November 13, 2020, an Extension Request was filed to extend the discontinuance from December 5, 2020 to June 5 2021. The request was granted by the Authority at the December 17, 2020 general session.
8. That the period of temporary discontinuance has expired, and to date, the Carrier has not rectified their expired temporary discontinuance status.
9. That to date, no voluntary cancellation has been filed.

NOTICE

NOTICE IS HEREBY GIVEN that an Order to Show Cause hearing in this matter shall be held as follows:

THURSDAY, FEBRUARY 17, 2022

9:30 a.m.

Nevada Transportation Authority

Via WebEx or via telephone (see attached instructions)

(702) 486-3303

At which time Jambo Transportation, LLC d/b/a Jambo Transportation, pursuant to NRS 233B.127(3), will be given the opportunity to show compliance with all applicable statutes and regulations.

///

///

///

///

///

///

///

///

///

///

///

///

Respondent is hereby advised that, Respondent's FAILURE TO APPEAR at the above time and place set for hearing or FAILURE TO SHOW COMPLIANCE may result in a recommendation to the Authority that CPCN 2163 be revoked or suspended.

By the Authority,



Dawn Gibbons
Dawn Gibbons, Chairman

George Assad Commissioner

R. David Groover, Commissioner

Attest: Jennifer De Rose
Jennifer De Rose, Deputy Commissioner

Dated: 12-29-21
Las Vegas, Nevada