

Agenda Item# 6



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, April 28, 2022:

Open a browser on your computer and type in the following URL:

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The next screen will ask for a password. Type in the following: **xDr4mXcxU72**

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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.

STEVE SISOLAK
Governor

TERRY REYNOLDS
Director B&I

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, April 28, 2022, at 9:30 am (Items 1 through 58).** 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 59 through 82 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/2022/2022_Mtg/ or by contacting **Patricia Erickson, Nevada Transportation Authority, 3300 West Sahara Ave., Suite #200, Las Vegas, Nevada 89102, (702) 486-8722, perickson@nta.nv.gov**

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

DIAL IN NUMBER: 1-844-621-3956

THURSDAY, APRIL 28, 2022, MEETING ACCESS CODE: 2492 208 9424

THURSDAY, APRIL 28, 2022, MEETING PASSWORD: xDr4mXcxU72

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 March 24, 2022, Agenda Meeting – FOR POSSIBLE ACTION**
- 8. Approval of the Minutes of the April 7, 2022, TNC Regulation Adoption Meeting Docket No. 21-10017– FOR POSSIBLE ACTION**
- 9. Briefings from the Commissioners**
- 10. Briefing from the Deputy Commissioner**
- 11. Report of Legal Counsel**

ADMINISTRATIVE CITATIONS AND IMPOUNDMENTS

Please note that items 12 through 28 below may be voted on in a block unless a party to the matter requests an item number be pulled for consideration.

- 12. Citation 22345** issued to CH Destinations, Inc. d/b/a Canyon Coach Lines for violation of NAC 706.381 (DG) – **FOR POSSIBLE ACTION**
- 13. Citation 22651** issued to Edgar Perez, LLC d/b/a Eddy's Towing for violation of NAC 706.311 and NRS 706.4477 (DG) – **FOR POSSIBLE ACTION**
- 14. Citation 23554** issued to Ashley's Towing Inc dba Ashley's Towing for violation of NAC 706.4477(2)(b)(2) (DG) – **FOR POSSIBLE ACTION**
- 15. Citations 21949 and 21950** issued to Alpha Transportation, LLC for violations of NRS 706.463 and NAC 706.203 (GA) – **FOR POSSIBLE ACTION**
- 16. Citation 22612 and Impound I-4101** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 22612 issued to Cameron Batty/Best of Vegas Moving Co. for violation of NRS 706.386 and NRS 706.758 (GA) – **FOR POSSIBLE ACTION**

17. **Citation 22751 and Impounds I-4014 and I-4015** The impoundment pursuant to NRS 706.476 for vehicles registered to and Citation 22751 issued to Parmenides Martinez-Hernandez for violation of NRS 706.386 and NRS 706.758 (GA) – **FOR POSSIBLE ACTION**
18. **Citation 22886 and Impound I-3809** The impoundment pursuant to NRS 706.476 for a vehicle registered to and Citation 22886 issued to Kenny Varona Sanchez for violation of NRS 706.386 and NRS 706.758 (GA) – **FOR POSSIBLE ACTION**
19. **Citation 23516 and Impound I-3823** The impoundment pursuant to NRS 706.476 for a vehicle registered to and Citation 23516 issued to Jorge Armando Ramirez for violation of NRS 706.386 and NRS 706.758 (GA) – **FOR POSSIBLE ACTION**
20. **Impound I-4283** The impoundment pursuant to NRS 706.476 of a vehicle registered to Hertz Vehicles, LLC (GA) – **FOR POSSIBLE ACTION**
21. **Citation 20032, 20033, 22893 and 22934** issued to American Stage Lines Inc. for violation of NRS 706.386 (4 counts) (RDG) – **FOR POSSIBLE ACTION**
22. **Citation 21448** issued to Sunset Limousine for violations of NRS 706.386 and NRS 706.758 (RDG) – **FOR POSSIBLE ACTION**
23. **Citations 22025, 22951 and 22952** issued to Lyft, Inc. for violations of NRS 706A.180(2) (38 counts), NRS 706A.160(2) (5 counts), NRS 706A.160(2)(A)(5), NRS 706A.160(2)(A)(4) (3 counts) and NRS 706A.160(4) (8 counts) (RDG) – **FOR POSSIBLE ACTION**
24. **Citation 22611** issued to Craig Gilliam/Five Star Moving for violation of NRS 706.758 (RDG) – **FOR POSSIBLE ACTION**
25. **Citation 22613 and Impound I-3674** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 22613 issued to On The Go Transpo, LLC/Jose Magana-Lopez for violation of NRS 706.386 and NRS 706.758 (RDG) – **FOR POSSIBLE ACTION**
26. **Citation 22729** issued to Scott Cheshier for violation of NAC 706.2473 ref. 49 CFR 391.41 (RDG) – **FOR POSSIBLE ACTION**
27. **Citation 22855 and Impound I-3664** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 22855 issued to Christopher Shockley for violations of NRS 706.386 and NRS 706.758 (RDG) – **FOR POSSIBLE ACTION**
28. **Citation 23001** issued to Luxury Limousine of Las Vegas, LLC for a violation of NRS 706.251 (RDG) – **FOR POSSIBLE ACTION**

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

29. **Docket 21-10030** The Application of Andrometer Towing, LLC for a certificate of public convenience and necessity to provide consent-only tow car service by tow car vehicle within the State of Nevada. Staff investigation concluded. (DG) – **FOR POSSIBLE ACTION**

30. **Docket 21-11004** The Application of Speedy Roadside, 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**
31. **Docket 21-12034** The Application of Gatowing Family, LLC for a certificate of public convenience and necessity to provide consent-only tow car service by tow car vehicle within the State of Nevada. Staff investigation concluded. (GA) – **FOR POSSIBLE ACTION**
32. **Docket 22-02002** The Application of Grab N Go Towing, LLC for a certificate of public convenience and necessity to provide consent-only tow car service by tow car vehicle within the State of Nevada. Staff investigation concluded. (DG) – **FOR POSSIBLE ACTION**

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

33. **Docket 20-12013** The Application of Lux Bus America Co., Inc. for approval of a certificate of public convenience and necessity to provide charter bus service within the State of Nevada. Staff investigation concluded. (GA) – **FOR POSSIBLE ACTION**
34. **Docket 21-10021** The Application of WTH Commercial Services, LLC for final approval of a certificate of public convenience and necessity to provide charter bus service within the State of Nevada. Staff investigation concluded. (DG) – **FOR POSSIBLE ACTION**

MOTION TO EXTEND COMPLIANCE PERIOD

35. **Docket 20-11018** The motion to extend the compliance period to September 30, 2022, for the application of The Butler Transportation of Las Vegas, LLC d/b/a Top Notch Party Bus of Las Vegas. This required retroactive approval. Staff investigation concluded. – **FOR POSSIBLE ACTION**

REQUEST FOR TEMPORARY DISCONTINUANCE

36. **Docket 22-03033** The temporary discontinuance from March 18, 2022, through September 18, 2022, of service provided by Eagle Ridge Capital, LLC d/b/a DeanMark Roadside Assistance under CPCN 7461. Staff investigation concluded. – **FOR POSSIBLE ACTION**

REQUEST TO EXTEND TEMPORARY DISCONTINUANCE

37. **Docket 20-03022** The request to extend temporary discontinuance from March 18, 2022 through September 18, 2022, of services provided by Portofino Tours Service, Inc. d/b/a SEEUSATOURS under CPCN Permit MV 6142, Sub 1, and if denied, 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**

38. **Docket 20-03034** The request to extend temporary discontinuance from March 20, 2022 through May 20, 2022, of services provided by Vegas Strip Transportation, LLC d/b/a Vegas Strip Transportation under CPCN 2143, and if denied, Staff's recommendation to issue an Order To Show Cause as to why the CPCN should not be revoked. – **FOR POSSIBLE ACTION**
39. **Docket 20-04034** The request to extend temporary discontinuance from March 17, 2022 through September 17, 2022, of services provided by AKT, LLC d/b/a AKT under CPCN 2261, and if denied, Staff's recommendation to issue an Order To Show Cause as to why the CPCN should not be revoked. – **FOR POSSIBLE ACTION**
40. **Docket 21-04013** The request to extend temporary discontinuance from March 18, 2022 through September 18, 2022, of services provided by U.S. Party Bus, LLC d/b/a U.S. Party Bus under CPCN 2218, and if denied, Staff's recommendation to issue an Order To Show Cause as to why the CPCN should not be revoked. – **FOR POSSIBLE ACTION**

EXPIRED TEMPORARY DISCONTINUANCE

41. **Docket 20-01011** The expired temporary discontinuance from September 28, 2021 through March 26, 2022, of services provided by Vegas Black Car, LLC d/b/a VBC under CPCN 2256 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**
42. **Docket 20-02010** The expired temporary discontinuance from June 14, 2021 through December 14, 2021, of services provided by Power Wheels Towing, L.L.C. 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**
43. **Docket 20-03014** The expired temporary discontinuance from March 11, 2021 through March 11, 2022, of services provided by Las Vegas Transportation & Tours, LLC d/b/a LVTT under CPCN 2268 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**
44. **Docket 20-04021** The expired temporary discontinuance from September 20, 2021 through March 20, 2022, of services provided by Motodudes, Inc. d/b/a Red Rock Magical Mystery Tour, Magical Mystery Tours, The Desert Duck, Red Rock Scooter Tours, Red Rock Discovery Tours under CPCN 1137 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**
45. **Docket 20-04027** The expired temporary discontinuance from February 23, 2021 through February 22, 2022, of services provided by Uthiopia, LLC, d/b/a Winner Transportation under CPCN 2151, Sub 2, 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**

46. **Docket 20-05012** The expired temporary discontinuance from March 18, 2021 through March 17, 2022, of services provided by Annie Bananie Charters, LLC under CPCN 2214 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**
47. **Docket 20-05017** The expired temporary discontinuance from May 16, 2021 through November 15, 2021, of services provided by Nevada Relocation Services, LLC 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**
48. **Docket 20-07017** The expired temporary discontinuance from January 24, 2021 through January 23, 2022, of services provided by Double Decker Bus Company of Las Vegas, LLC d/b/a Double Decker Bus Co. under CPCN 2120 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**
49. **Docket 20-07020** The expired temporary discontinuance from September 15, 2021 through March 22, 2022, of services provided by Desert Sky Transportation, Inc. d/b/a Desert Sky under Permit MV 6138, Sub 2, and Staff's recommendation to issue an Order to Show Cause as to why the Permit should not be revoked. Staff investigation concluded. – **FOR POSSIBLE ACTION**
50. **Docket 20-08020** The expired temporary discontinuance from February 20, 2021 through February 19, 2022, of services provided by Start Express Transportation, LLC under CPCN 2208 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**
51. **Docket 20-10018** The expired temporary discontinuance from March 10, 2021 through March 9, 2022, of services provided by A&K Towing and Recovery, Inc. under CPCN 7300 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**
52. **Docket 21-03004** The expired temporary discontinuance from March 1, 2021 through February 28, 2022, of services provided by Erik McKissick d/b/a Active Movers under CPCN 3347 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**

NAME CHANGES

53. **Docket 22-02015** The Petition of All Star Towing, LLC d/b/a All Star Towing for approval to add a second fictitious name to do business as Superior Towing for services provided under CPCN 7317. Staff investigation concluded. – **FOR POSSIBLE ACTION**

FINANCIAL RATES AND TARIFFS

- 54. **Docket 22-03005** The Application of United Moving Solutions, Inc. d/b/a United Moving Solutions for approval of a tariff rate modification for services conducted under CPCN 3371. Staff investigation concluded. – **FOR POSSIBLE ACTION**
- 55. **Docket 22-03012** The Application of Champion Movers, LLC d/b/a Champion Movers for final approval of a tariff rate modification for services conducted under CPCN 3337, Sub 3. Staff investigation concluded. – **FOR POSSIBLE ACTION**
- 56. **Docket 22-03035** The Application of Las Vegas VIP Limousines, LLC d/b/a VIP Limousines of Nevada for approval of a tariff rate modification for services conducted under CPCN 1103, Sub 1. Staff investigation concluded. – **FOR POSSIBLE ACTION**
- 57. **Docket 22-03047** The Application of Sin City BJ, LLC d/b/a Zippy Shell of Las Vegas, Zippy Shell for final approval of a tariff rate modification for services conducted under CPCN 3380. Staff investigation concluded. – **FOR POSSIBLE ACTION**
- 58. **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

- 59. **WebEx Instructions**
- 60. **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.

APPLICATIONS FOR DRIVER PERMITS

(Closed sessions may be held for items 61 through 63 to consider character, alleged misconduct, professional competence, and physical or mental health pursuant to NRS 241.030.)

- 61. **Permit 12371** The Authority will determine whether to grant the application of James Kulcsar for issuance of a driver's permit pursuant to NRS 706.462. Staff investigation concluded. – **FOR POSSIBLE ACTION**
- 62. **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. – **FOR POSSIBLE ACTION**
- 63. **Permit 12543** The Authority will determine whether to grant the application of Keith Carter for issuance of a driver's permit pursuant to NRS 706.462. Staff investigation concluded. – **FOR POSSIBLE ACTION**

PETITION FOR LEAVE TO INTERVENE

64. **Docket 21-10020** The Authority will determine whether to affirm or reverse the Order Denying Both of the Petitions for Leave to Intervene Submitted by (1) GMT CARE and (2) LifeTrans regarding the Application of WMT Enterprises, LLC - **FOR POSSIBLE ACTION**
65. **Docket 21-07013** The Authority will determine whether to affirm or reverse the Order Denying GMT CARE LLC's Petition for Leave to Intervene in the Application of Comfort Care Transportation, LLC - **FOR POSSIBLE ACTION**

APPLICATIONS FOR FULLY REGULATED CARRIERS

66. **Docket 18-03017** The Petition requesting a second extension of the Temporary Transfer of Operating Rights of Strip Limousine Services, LLC d/b/a Strip Limo granted under CPCN 1131, Sub 2, to Strip Limo, LLC during the pendency of the sale and transfer filed under Docket 21-11012 and the Petition for interim approval to cover any gap in the dates. Staff investigation concluded. - **FOR POSSIBLE ACTION**
67. **Docket 18-08033** The Petition requesting a second extension of the Temporary Transfer of Operating Rights of Abraham Limo Service, Inc. d/b/a ALV granted under CPCN 1104, Sub 3, to Crown Limo, LLC during the pendency of the sale and transfer filed under Docket 18-08033 and the Petition for interim approval to cover any gap in the dates. Staff investigation concluded. - **FOR POSSIBLE ACTION**
68. **Docket 19-06030** The Application of LIFETRANS, Inc. for a status check of the approval granted for an expansion of operating authority provided under MV 6153. Staff investigation concluded. (GA) – **FOR POSSIBLE ACTION**
69. **Docket 19-07033** The Petition requesting a second nine (9) month extension of the Temporary Transfer of Operating Rights of AWG Ambassador, LLC d/b/a Universal Limousine Services, granted under CPCN 1068, Sub 9, to Universal Limousine Services, LLC d/b/a ULS and the Petition for interim approval to cover any gap in the dates. Staff investigation concluded. - **FOR POSSIBLE ACTION**
70. **Docket 21-08006** The Application of AWG Ambassador, LLC d/b/a Ambassador Limousine, AWG Ambassador, AWG Charter Services for approval of an expansion of operating authority to do provide services in Washoe, Douglas, Lyon and Storey Counties and Carson City, Nevada under CPCN 1041, Sub 6. Staff investigation concluded. (DG) – **FOR POSSIBLE ACTION**
71. **Docket 21-10020** The Application of WMT Enterprises, LLC d/b/a WMT Medical Transportation for a Permit to operate as a contract motor carrier in the State of Nevada. Staff investigation concluded. (RDG) – **FOR POSSIBLE ACTION**

ORDERS TO SHOW CAUSE

- 72. **Docket 22-01021** Order to Show Cause issued to Arrowhead Services, LLC as to why Certificate of Public Convenience and Necessity 7352 should not be revoked. Tabled from prior general session - **FOR POSSIBLE ACTION**
- 73. **Docket 22-02025** Order to Show Cause issued to Nevada Relocation Services, LLC as to why Certificate of Public Convenience and Necessity 3367 should not be revoked. - **FOR POSSIBLE ACTION**

APPLICATIONS TO DISMISS

- 74. **Docket 20-11026** The Application of 7 Rays Transport & Towing, LLC for a CPCN to provide consent-only tow car service within the State of Nevada. (GA) Deputy Commissioner's Motion to Dismiss Application. – **FOR POSSIBLE ACTION**
- 75. **Docket 21-02019** The Application of Towing Max Services, LLC for a CPCN to provide consent-only tow car service within the State of Nevada. (GA) Deputy Commissioner's Motion to Dismiss Application. – **FOR POSSIBLE ACTION**

DISCUSSION ITEMS

- 76. **Docket 22-04003** Discussion regarding immediate fuel surcharge for all carriers while fuel surcharge tables are determined to mitigate the higher costs of fuel. - **FOR POSSIBLE ACTION**
- 77. **Docket 22-04004** Discussion regarding the definitions of skilled and unskilled labor for non-consent tow car services to determine whether the rates are just and reasonable based on the laborer's qualifications and the effect of adjusting these rates on current non -consent tow car operators that may have these rates in their tariff. - **FOR POSSIBLE ACTION**
- 78. **Docket 22-04007** Model Tow Tariff revision regarding lien fees for compliance with NAC 706.4468 section 3 and NAC 706.4479 section 3. Staff investigation concluded. – **FOR POSSIBLE ACTION**
- 79. **Docket 22- 03049** Discussion regarding NAC 706.3968(2) and the broad discretion conferred on each presiding officer to either (1) grant or (2) deny or (3) set the petition for further proceedings when review a Petition for Leave to Intervene and given this broad regulatory discretion and regardless of prior intervenor decisions, a presiding officer is not required to automatically or regularly grant a Petition for Leave to Intervene. (RDG) – **FOR DISCUSSION**

- 80. Docket 22-03050** Discussion regarding whether a Petition for Leave to Intervene in a proceeding related to an application for a certificate of public convenience should contain facts which establish compliance with NAC 706.3966(2)(a)(1) AND (2) OR should contain facts which establish compliance with NAC 706.3966(b) before a presiding officer reaches the statutory conclusion that “the petitioner shall be deemed to have a direct and substantial interest in the proceeding if the petitioner demonstrates that he or she is authorized to provide the same type of service within the same territory as that which the applicant for the certificate purposes to provide.” **(RDG) – FOR DISCUSSION**
- 81. Docket 22-03051** Discussion regarding the interplay between the concluding statutory language of NAC 706.3966 (direct and substantial interest) and **NRS 706.391(3)** which specifies “the Authority shall not find that the potential creation of competition in a territory which may be caused by the granting of the certificate...by itself, will unreasonable and adversely affect other carriers operating in the territory for the purposed of” NRS 706.391.(2)(c) (granting application as it will not unreasonably and adversely affect other carriers operating in the same territory) **(RDG) – FOR DISCUSSION**

82. 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.

Agenda Item#

7

STEVE SISOLAK
Governor

TERRY REYNOLDS
Director B&I

STATE OF NEVADA



DAWN GIBBONS
Chair

GEORGE ASSAD
Commissioner

R. DAVID GROOVER
Commissioner

DEPARTMENT OF BUSINESS AND INDUSTRY
NEVADA TRANSPORTATION AUTHORITY

MINUTES OF THE March 24, 2022 GENERAL SESSION

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

DIAL IN NUMBER: 1-844-621-3956

THURSDAY, MARCH 24, 2022 MEETING ACCESS CODE: 2485 946 9291

THURSDAY, MARCH 24, 2022 MEETING PASSWORD: QemXDapw445

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

Chairman Dawn Gibbons called the meeting to order at 9:35 a.m.

2. Roll Call

Present: Chairman Dawn Gibbons, Commissioner George Assad, Commissioner David Groover, Deputy Commissioner Jennifer De Rose, Administrative Attorney Patricia Erickson, Applications Manager Liz Babcock, Financial Analyst Yvonne Shelton, Financial Analyst Paul Servello, Senior Deputy Attorney General David Newton, Deputy Attorney General Radhika Kunnel, Deputy Attorney General Mathew Feeley

3. Pledge of Allegiance

Commissioner Assad led a recital of the pledge.

4. WebEx Instructions

IT Professional Jeffrey Berry read directions for participation in the Webex meeting.

5. Public Comment

Angela Roper Barnett, newly established Nevada State Tow Association introduced the Association. Michael Baumbach, President, Nevada State Tow Association stated a request for an emergency tariff/fuel surcharge of 20% for increased fuel costs.

6. Approval of Agenda

Applications Manager Liz Babcock requested Items 45, 47, 69, 95, 102, 103 and 120 be removed from consideration that Item 87 should include “requires retroactive approval” and that Items 100 and 101 should include “PSS” Approved as modified 3-0

7. Approval of the Minutes of the February 17, 2022 Agenda Meeting

Approved 3-0

8. Briefings from the Commissioners

Commissioner Assad thanked staff for the preparation of the Agenda and mentioned several staff members by name. He questioned the Eddy’s Towing order and stated the preference that all Agendas return to in person meetings. Commissioner Groover welcomed Enforcement Officers Justin Hoosier, David Joseph and Sean Kim. He also welcomed Compliance Audit Investigator, Christine Greten.

9. Briefing from the Deputy Commissioner

Deputy Commissioner De Rose thanked the administrative staff and the compliance staff in Las Vegas as well as the staff in the Reno office for their assistance while each office is down administrative staff members.

10. Report of Legal Counsel

Senior Deputy Attorney General Newton reported there have been no changes.

ADMINISTRATIVE CITATIONS AND IMPOUNDMENTS

Items 11 through 63, with the exception of Items 45 and 47, were considered collectively.

Approved 3-0

11. Citation 21162 issued to Frederick Harbor for violation of NRS 706.462 (DG)

12. Citations 21163, 22585 and 22586 issued to LVL, LLC d/b/a Stardust Transportation for violations of NAC 706.170, NAC 706.381 (2 counts), NRS 706.462, NAC 706.2473 ref. 49 CFR 391.51 and NAC 706.2473 ref. 49 CFR 382.301 (DG)

13. Citation 22607 and Impound I-3947 The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 22607 issued to Gilberto E. Gonzalez for violation of NRS 706.386 (DG)

14. Citation 22712 issued to Feroz Khan for a violation of NRS 706.386 (DG)

15. Impound I-4245 The impoundment pursuant to NRS 706.476 of a vehicle registered to Linda Hadding (DG)

16. Citations 21496 and 21497 and Impound I-4295 The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citations 21496 and 21497 issued to Farzad Salavati for violations of NRS 706.386 and NRS 706A.280 (GA)

17. Citation 21946 issued to Mesafente Zemenuu Assefa for a violation of NAC 706.228 (GA)

18. Citation 22598 issued to Yellow Cab of Reno, Inc. d/b/a Star Taxi, Deluxe Taxi and Yellow Cab for violation of NAC 706.203 (4 counts) (GA)

19. **Citation 22599** issued to Reno Cab Company, Inc. d/b/a Reno-Sparks Cab Company for violation of NAC 706.203 (4 counts) (GA)
20. **Citation 22600** issued to Executive Limousine Service, Inc. a Nevada Corporation for violation of NAC 706.203 (5 counts) (GA)
21. **Citations 22608 and 22609 and Impound I-3618** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citations 22608 and 22609 issued to Vecellio Molina for violations of NRS 706.386 and NRS 706A.280 (GA)
22. **Citation 22657** issued to Enrique Efstevan Davis for violations of NRS 706.386 and NRS 706.758 (GA)
23. **Citation 22663** issued to Planell Towing Corporation for violation of NAC 706.2473 ref 49 CFR 382.305 (GA)
24. **Citation 22664** issued to Jesus Cisneros-Escobar for a violation of NRS 706.386 (GA)
25. **Citations 22666 and 22667 and Impound I-3946** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citations 22666 and 22667 issued to Wilfredo Cruz Oliva for violations of NRS 706.386 and NRS 706A.280 (GA)
26. **Citation 22727 and Impound I-3827** the impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 22727 issued to Domingo Lopez/Tahoe Taxi for violation of NRS 706.386 and NRS 706.758 (GA)
27. **Citation 23109** issued to Yellow Cab for violations of NAC 706.3761.5 (197 counts) and NAC 706.360 (52 counts), **Citations 23111, 23112** issued to Reno Sparks Cab for violations of NAC 706.2473 re CFR 382.305(i)(3) (81 counts), NAC 706.2473 re CFR 382.305(d)(1), NAC 706.2473 re CFR 382.305(g) & (h)(1 count) and NRS 706.398; **Citations 23113 and 23114** issued to Yellow Cab of Reno for violations of NAC 706.2473 re CFR 382.305(i)(3) (26 counts); NAC 706.2473 re CFR 382.305(d)(1), NAC 706.2473 re CFR 382.305 (g) & (h) and NRS 706.398; **Citations 23115 and 23116** issued to Executive Limousine for violations of NAC 706.2473 re CFR 382.305(i)(3) (4 counts); NAC 706.2473 re CFR 382.305(d)(1), NAC 706.2473 re CFR 382.305 (g) & (h) and NRS 706.398 and **Citations 23146 and 23147** issued to Capitol Cab for violations of NAC 706.2473 re CFR 382.305(i)(3) (11 counts); NAC 706.2473 re CFR 382.305(d)(1); NAC 706.2473 re CFR 382.305 (g) & (h) and NRS 706.398. (GA)
28. **Citation 23224** issued to Daniel Akman II for a violation of NAC 706.2473 ref. 49 CFR 391.41 (GA)
29. **Citation 23225** issued to High Desert Towing for violation of NAC 706.2473 ref. 49 CFR 391.51 and NAC 706.405 (GA)
30. **Citation 23229** issued to Reno Cab Company, Inc for violation of NAC 706.3749 (GA)
31. **Citation 23230** issued to 1st Response Towing, Inc. d/b/a The Tow Truck Company for violation of NRS 706.4477 (GA)
32. **Citation 23251** issued to Dependable Tow Inc. for a violation of NAC 706.206(1) (GA)

33. **Citation 23257** issued to Top Gun Towing for violation of NRS 706.758 (GA)
34. **Impound I-3950** The impoundment pursuant to NRS 706.476 of a vehicle registered to Jesus Valenzuela (GA)
35. **Citation 21941** issued to Aly Doumbia for a violation of NAC 706.228 (RDG)
36. **Citation 21969 and 23402** issued to Alpine Auto Service, Inc. d/b/a Alpine Towing for a violation of NAC 706.203 (4 counts) (RDG)
37. **Citation 21975** issued to AWG Ambassador, LLC d/b/a Ambassador Limousine for violation of NAC 706.203(4) (RDG)
38. **Citation 22587** issued to Planell Towing Corporation for violation of NAC 706.203 (RDG)
39. **Citation 22589** issued to Bryant Towing, LLC for violation of NAC 706.203 (2 counts) (RDG)
40. **Citation 22590** issued to OLM Towing, LLC d/b/a Olmstead Towing for violation of NAC 706.203 (RDG)
41. **Citation 22591, 22595 and 23002** issued to Summerlin Movers, LLC d/b/a Summerlin Movers for violation of NAC 706.2473 ref. 49 CFR 391.23 (2 counts), NAC 706.311 (3 counts) and NRS 712.040 (RDG)
42. **Citation 22597** issued to XYZ Towing Inc. d/b/a Titan Towing for violation of NAC 706.4275 (RDG)
43. **Citation 22705** issued to Robert Tousley for violation of NAC 706.234.1(RDG)
44. **Citation 22852** issued to Adventure Photo Tour, Inc. for violation of NAC 706.218 and NRS 706.398 (RDG)
45. **Citations 22882, 22883 and 22885** issued to Power Wheels Towing, LLC for violation of NRS 706.398, NAC 706.360, NAC 706.191 and NAC 706.170 (RDG)
Item removed from Agenda prior to consideration.
46. **Citations 22919 and 22920 and Impound I-4282** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citations 22919 and 22920 issued to Chaozheng Jiao for violations of NRS 706.386 and NRS 706A.280 (RDG)
47. **Citation 22929** issued to Teferi Asfaw for a violation of NAC 706.228 (RDG)
Item removed from Agenda prior to consideration.
48. **Citation 23120 and 23121** issued to Lostra Brothers Towing for violation of NAC 706.3975, NAC 706.311 (13 counts) and NAC 706.420 (11 counts) (RDG)
49. **Citation 23124 and Impound I-4247** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 23124 issued to Peter J. Sanchez Jr. for violation of NRS 706.386 (RDG)

50. **Citation 23252 and Impound I-3760** The impoundment pursuant to NRS 706.476 of a vehicle registered to and Citation 23252 issued to Juventino Regino-Rosas for violation of NRS 706.386 (RDG)
51. **Citation 23403** issued to Mort's Auto Body, Inc. for violation of NAC 706.203 (2 counts) (RDG)
52. **Citation 23404** issued to James B. Tregellas and Linda L. Tregellas d/b/a A-1 Auto Repair and Tow Service for a violation of NAC 706.203 (2 counts) (RDG)
53. **Citation 23405** issued to Medlife Transportation, LLC d/b/a Medlife Transportation for violation of NAC 706.203 (RDG)
54. **Citation 23406** issued to Phenomenal Towing, LLC d/b/a Phenomenal Towing for a violation of NAC 706.203 (2 counts) (RDG)
55. **Citation 23407** issued to LifeTrans, Inc. for a violation of NAC 706.203 (13 counts) (RDG)
56. **Citation 23408** issued to Berger Transfer & Storage, Inc. for violation of NAC 706.203(RDG)
57. **Citation 23409** issued to Slater Transfer and Storage, Inc. for violation of NAC 706.203 (RDG)
58. **Citation 23410** issued to Coleman World Group, LLC d/b/a Coleman American Moving Services, Inc. for violation of NAC 706.203 (RDG)
59. **Citation 23411** issued to Vegas Strip Partybus, LLC d/b/a Vegas Strip Partybus for violation of NAC 706.203 (2 counts) (RDG)
60. **Citation 23412** issued to B & E Inc. d/b/a SNAP Towing for violation of NAC 706.203 (RDG)
61. **Citation 23413** issued to SW Excursion & Education Tours, Inc. d/b/a Sweetours for violation of NAC 706.203 (4 counts) (RDG)
62. **Impound I-3673** The impoundment pursuant to NRS 706.476 of a vehicle registered to Michael and Tabatha Armstrong/Sovereign Entities d/b/a Aquarius Towing (RDG)
63. **Impound I-3759** the impoundment pursuant to NRS 706.476 of a vehicle registered to Ana Maria Garcia-Esquivel (RDG)

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

64. **Docket 21-05021** The Application of ~~Hargrett~~ Hargrett Enterprises, LLC d/b/a Out the Mud 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. (RDG)
Applications Manager Liz Babcock summarized the application and indicated staff support.
Approved 3-0

- 65. Docket 21-11009** The Application of Recovery 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)
Applications Manager Liz Babcock summarized the application and indicated staff support.
Approved 3-0
- 66. Docket 21-11024** The Application of Jofam, LLC d/b/a All In Towing 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. (DG)
Applications Manager Liz Babcock summarized the application and indicated staff support.
Approved 3-0
- 67. Docket 21-11027** The Application of Aloma 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)
Applications Manager Liz Babcock summarized the application and indicated staff support.
Approved 3-0
- 68. Docket 21-12035** The Application of Barrera's Towing Company, 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. (RDG)
Applications Manager Liz Babcock summarized the application and indicated staff support.
Approved 3-0

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

- 69. Docket 20-03015** The Application of American Stage Lines, Inc. d/b/a American Stage Lines for final approval of a certificate of public convenience and necessity to provide charter bus service within the State of Nevada. Staff investigation concluded. (RDG)
Item removed from Agenda prior to consideration.
- 70. Docket 21-10034** The Application of Select Limousine Service, LLC d/b/a SLS for a certificate of public convenience and necessity to provide charter bus service within the State of Nevada. Staff investigation concluded. (RDG)
Applications Manager Liz Babcock summarized the application and indicated staff support.
Approved 3-0
- 71. Docket 21-11017** The Application of Sunshine Transportation, LLC d/b/a SunTrans for a certificate of public convenience and necessity to provide charter bus service within the State of Nevada. Staff investigation concluded. (DG)
Applications Manager Liz Babcock summarized the application and indicated staff support.
Approved 3-0

72. **Docket 21-11029** The Application of Hart, LLC for a certificate of public convenience and necessity to provide charter bus service within the State of Nevada. Staff investigation concluded. (RDG) *Applications Manager Liz Babcock summarized the application and indicated staff support. Approved 3-0*
73. **Docket 21-11035** The Application of Star Legend Limo, LLC d/b/a Star Transportation for a certificate of public convenience and necessity to provide charter bus service within the State of Nevada. Staff investigation concluded. (GA) *Applications Manager Liz Babcock summarized the application and indicated staff support. James Kent, Esq. appeared on behalf of the Applicant. Approved 3-0*

REQUEST FOR TEMPORARY DISCONTINUANCE

74. **Docket 22-01018** The temporary discontinuance from January 26, 2022 through April 26, 2022 of service provided by Las Vegas Wedding Services, LLC under Permit MV 6141. Staff investigation concluded. *Applications Manager Liz Babcock summarized the request and indicated staff support. Approved 3-0*
75. **Docket 22-02008** The temporary discontinuance from February 6, 2022 through June 6, 2022 of service provided by A Blue Sky Towing & Transportation, LLC under CPCN 7367. This required retroactive approval. Staff investigation concluded. *Applications Manager Liz Babcock summarized the request and indicated staff support. Approved 3-0*

REQUEST TO EXTEND TEMPORARY DISCONTINUANCE

76. **Docket 19-07032** The request to extend temporary discontinuance from December 15, 2021 through June 15, 2022, of services provided by Red Carpet Transportation, LLC d/b/a ALS VIP under CPCN 2209. This required retroactive approval. Staff investigation concluded. *Applications Manager Liz Babcock summarized the procedural history of the docket and indicated staff's request for an Order to Show Cause. James Kent, Esq. appeared on behalf of the carrier, indicating the owner sold the vehicle during the COVID shutdown and is now finding difficulty obtaining a new vehicle and asked the commissioners patience. Motion to deny request. Approved 2-1 Chairman Gibbons opposed Motion to rescind prior vote Approved 3-0 Motion to approve discontinuance to the July Agenda for final determination Approved 3-0*
77. **Docket 20-02010** The request to extend temporary discontinuance from December 14, 2021 through May 14, 2022, of services provided by Power Wheels Towing, L.L.C. d/b/a Power Wheels Towing under CPCN 7396. This required retroactive approval. Staff investigation concluded. *Applications Manager Liz Babcock summarized the request and indicated staff did not support the request. Motion to deny request to extend Approved 2-1 Chairman Gibbons opposed*

- 78. Docket 20-03014** The request to extend temporary discontinuance from March 11, 2022 through September 11, 2022, of services provided by Las Vegas Transportation & Tours, LLC d/b/a LVTT under CPCN 2268. Staff investigation concluded.
Applications Manager Liz Babcock summarized the request and indicated staff did not support the request. Motion to deny request to extend Approved 3-0
- 79. Docket 20-03026** The request to extend temporary discontinuance from March 12, 2022 through September 12, 2022, of services provided by Sunrise Plaza Transportation of Nevada, LLC d/b/a Lassen Tours under CPCN 2028, Sub 3. Staff investigation concluded.
Applications Manager Liz Babcock summarized the request and indicated staff support. Kimberly Maxson-Rushton, Esq. appeared on behalf of the Applicant. Approved 3-0
- 80. Docket 20-04005** The request to extend temporary discontinuance from March 18, 2022 through September 18, 2022, of services provided by Eagle Transportation, LLC d/b/a Eagle Transportation under CPCN 2150, Sub 1. Staff investigation concluded.
Trailed to the afternoon session.
Applications Manager Liz Babcock summarized the request and indicated staff did not support the request. Brent Carson, Esq. appeared on behalf of the carrier and stated the high cost of insurance was the delay and requested a 45 day extension to enable the carrier to obtain insurance coverage. Motion to extend the temporary discontinuance for 45 days Approved 3-0
- 81. Docket 20-05012** The request to extend temporary discontinuance from March 17, 2022 through September 17, 2022, of services provided by Annie Bananie Charters, Inc. under CPCN 2214. Staff investigation concluded.
Applications Manager Liz Babcock summarized the request and indicated staff did not support the request. Motion to deny request to extend Approved 3-0
- 82. Docket 20-07007** The request to extend temporary discontinuance from February 9, 2022 through August 9, 2022, of special services provided by Integrity Taxi, LLC under CPCN 1121. Staff investigation concluded.
Applications Manager Liz Babcock summarized the request and indicated staff support. Approved 3-0
- 83. Docket 20-07017** The request to extend temporary discontinuance from January 24, 2022 through July 24, 2022 of service provided by Double Decker Bus Company of Las Vegas, LLC d/b/a Double Decker Bus Co. under CPCN 2120. This required retroactive approval. Staff investigation concluded.
Applications Manager Liz Babcock summarized the request and indicated staff did not support the request. Motion to deny request to extend Approved 3-0

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- 84. Docket 20-08015** The request to extend temporary discontinuance from February 15, 2022 through August 15, 2022 of service provided by DCT Express, Inc. under Permit MV 6156. Staff investigation concluded.
Applications Manager Liz Babcock summarized the request and indicated staff support. Approved 3-0
- 85. Docket 20-08020** The request to extend temporary discontinuance from February 20, 2022 through August 20, 2022 of service provided by Start Express Transportation, LLC under CPCN 2208. Staff investigation concluded.
Applications Manager Liz Babcock summarized the request and indicated staff did not support the request. Motion to deny request to extend Approved 3-0
- 86. Docket 20-10044** The request to extend temporary discontinuance from January 31, 2021 through July 31, 2022, of services provided by C&J Development Enterprises d/b/a Custom Towing under CPCN 7061. Staff investigation concluded.
Applications Manager Liz Babcock summarized the request and indicated staff did not support the request. Motion to deny request to extend Approved 3-0
- 87. Docket 21-07019** The request to extend temporary discontinuance from January 21, 2022 through July 21, 2022, of services provided by Fragela Towing, LLC under CPCN 7427. *This request requires retroactive approval.* Staff investigation concluded.
Applications Manager Liz Babcock summarized the request and indicated staff support. Approved 3-0
- 88. Docket 21-09003** The request to extend temporary discontinuance from March 1, 2022 through March 31, 2022, of services provided by New Charters Nevada, Inc. under CPCN 2110. Staff investigation concluded.
Applications Manager Liz Babcock summarized the request and indicated staff support. Approved 3-0
- 89. Docket 21-12020** The request to extend temporary discontinuance from February 13, 2022 through April 13, 2022, of services provided by Isnagas Brother, LLC d/b/a Isnagas Brother under CPCN 7459. Staff investigation concluded.
Applications Manager Liz Babcock summarized the request, stated that the carrier has gone back into business and indicated staff support. Item to be removed from the Agenda - Approved 3-0

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MOTION TO EXTEND COMPLIANCE PERIOD

- 90. Docket 19-07021** The motion to extend the compliance period to September 30, 2022 for the application of City On The Side, LLC. Staff investigation concluded.
Applications Manager Liz Babcock summarized the procedural history of the docket. Kristina Kleist, Esq. appeared and stated the agreement to staffs request for updated information during compliance. Approved 3-0
- 91. Docket 21-02011** The motion to extend the compliance period to April 25, 2022 for the application of E.A.C. Towing, LLC. Staff investigation concluded.
Applications Manager Liz Babcock summarized the request and indicated staff support. Approved 3-0

EXPIRED TEMPORARY DISCONTINUANCE

- 92. Docket 19-08004** The expired temporary discontinuance from January 25, 2021 through January 25, 2022, of services provided by Towing Near Me, LLC d/b/a Towing Near Me under CPCN 7386, Sub 1 and Staff's recommendation to issue an Order to Show Cause as to why the CPCN should not be revoked. Staff investigation concluded.
Applications Manager Liz Babcock summarized the procedural history of the docket and indicated staff's request for an Order to Show Cause. OSC approved 3-0
- 93. Docket 20-03023** The expired temporary discontinuance from February 9, 2021 through February 8, 2022, of services provided by In Cahoots Events, LLC d/b/a Lil Pink Party Bus under CPCN 2161 and Staff's recommendation to issue an Order to Show Cause as to why the CPCN should not be revoked. Staff investigation concluded.
Applications Manager Liz Babcock summarized the procedural history of the docket and indicated staff's request for an Order to Show Cause. Mike Ceragioli appeared and detailed the reasoning for his request for the temporary discontinuance. Motion to allow extension of temporary discontinuance for 6 months Approved 3-0
- 94. Docket 21-01021** The expired temporary discontinuance from January 22, 2021 through January 21, 2022, of services provided by Scott Towing & Transport, LLC under CPCN 7436 and Staff's recommendation to issue an Order to Show Cause as to why the CPCN should not be revoked. Staff investigation concluded.
Applications Manager Liz Babcock summarized the procedural history of the docket and indicated staff's request for an Order to Show Cause. OSC approved 3-0

VOLUNTARY CANCELLATIONS

- 95. Docket 22-01013** The voluntary cancellation of tow car services of Clark County Liens, LLC d/b/a Scorpion Towing CPCN 7469, Sub 1. Staff investigation concluded.
Item removed from Agenda prior to consideration.

- 96. Docket 22-01015** The voluntary cancellation of tow car services of PDQ Towing, LLC CPCN 7278. Staff investigation concluded.
Applications Manager Liz Babcock summarized the request and indicated staff support. Approved 3-0
- 97. Docket 22-02016** The voluntary cancellation of tow car services of My Auto Service, LLC d/b/a My Auto Service CPCN 7295. Staff investigation concluded.
Applications Manager Liz Babcock summarized the request and indicated staff support. Approved 3-0
- 98. Docket 22-02017** The voluntary cancellation of charter bus services of Del Sur Transportation, LLC CPCN 2267. Staff investigation concluded.
Applications Manager Liz Babcock summarized the request and indicated staff support. Approved 3-0
- 99. Docket 22-02019** The voluntary cancellation of charter bus services of Greyhound Lines, Inc. CPCN 2479 Sub 2. Staff investigation concluded.
Applications Manager Liz Babcock summarized the request and indicated the carrier owes \$300 on previous citations. Greg Ostendorf, Esq. appeared on behalf of the carrier. Commissioner Groover requested the item be tabled to the next subsequent agenda - Approved 3-0

NAME CHANGES

- 100. Docket 22-01006** The Petition of AWG Ambassador, LLC d/b/a AWG Ambassador and AWG ~~Charter~~ Charter Services for final approval to change their name by adding a fictitious name to do business as ~~Person~~ Personal Sedan Services and PSS for services provided under CPCN 2055 Sub 5. Staff investigation concluded.
*Items 100 and 101 were considered collectively.
Applications Manager Liz Babcock summarized the request and indicated staff support. Approved 3-0*
- 101. Docket 22-01007** The Petition of AWG Ambassador, LLC d/b/a AWG Ambassador and AWG ~~Charter~~ Charter Services for final approval to change their name by adding a fictitious name to do business as ~~Person~~ Personal Sedan Services and PSS for services provided under CPCN 1089 Sub 5. Staff investigation concluded.
*Items 100 and 101 were considered collectively.
Applications Manager Liz Babcock summarized the request and indicated staff support. Approved 3-0*

PETITION TO DEVIATE FROM REGULATION

- 102. 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.
Item removed from Agenda prior to consideration.
- 103. 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.

Item removed from Agenda prior to consideration.

FINANCIAL RATES AND TARIFFS

- 104. Docket 22-01025** The Application of Aspen Moving Co., L.L.C. for approval of a tariff rate modification for services conducted under CPCN 3368. Staff investigation concluded.
Financial Analyst Paul Servello summarized the request and indicated staff support. Approved 3-0
- 105. Docket 22-02006** The Application of Perlman Enterprises, LLC d/b/a Reno Tahoe Limousine for approval of a tariff rate modification for services conducted under CPCN 1101 Sub 2. Staff investigation concluded.
James Kent, Esq. appeared on behalf of the carrier and addressed the tariff changes referencing service animals, the general high rates, the minimums (2 hours), the fuel surcharge modification during winter months. Financial Analyst Paul Servello summarized the request and indicated the concerns staff has with the tariff as submitted. A discussion ensued. Motion to table request to the next subsequent Agenda. Approved 3-0
- 106. Docket 22-02028** The Application of ASP, Inc. d/b/a Aaction Movers of Nevada, Inc. for approval of a tariff rate modification for services conducted under CPCN 3239. Staff investigation concluded.
Financial Analyst Paul Servello summarized the request and indicated staff support. Approved 3-0
- 107. Public Comment**
Commissioner Assad requested Items 122 and 123 be taken at the beginning of the afternoon session. Approved 3-0

1:15 PM AFTERNOON SESSION

- 108. WebEx Instructions**
IT Professional Jeffrey Berry read directions for participation in the Webex meeting.
- 109. Public Comment**
none

PETITIONS FOR RECONSIDERATION

- 110. Docket 21-09031** Petition for Reconsideration from Reno-Sparks Cab for reconsideration of fines on Citation 23210.
*Items 110 and 112 were considered collectively.
Brian Hardy, Esq appeared on behalf of the carrier.
Commissioner Groover asked that the fine be revised to \$1,000 with \$800 in abeyance for each count. Approved 3-0*
- 111. Docket 22-02010** Petition for Reconsideration from Michael Graham for reconsideration of denial of Driver Permit 12518.
Approved 3-0

- 112. Docket 22-02013** Petition for Reconsideration from Capitol Cab for reconsideration of failure to appear and imposition of fines on Citations 23142, 23143, 23144 and 23145.
Items 110 and 112 were considered collectively.
Brian Hardy, Esq. appeared on behalf of the carrier and requested the hearing be reset.
Approved 3-0

APPLICATIONS FOR FULLY REGULATED CARRIERS

- 113. Docket 21-08017** The Application of BLVD Moving of Nevada, 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)
Applications Manager Liz Babcock summarized the application and indicated staff support.
Approved 3-0
- 114. 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)
Items 114, 115 were taken together
Administrative Attorney Patricia Erickson indicated Brent Carson, Esq. stated he is withdrawing as counsel and would like to table this item to the next subsequent agenda to allow the applicant to obtain other counsel. Applications Manager Liz Babcock indicated staff's request to schedule a separate Order to Show Cause hearing. Mark Friedman appeared on behalf of the Applicants and offered an explanation for the delay with vehicle registration. Motion to set the matter for an Order to Show Cause hearing – Approved 3-0
- 115. 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.
Items 114, 115 were taken together
Administrative Attorney Patricia Erickson indicated Brent Carson, Esq. stated he is withdrawing as counsel and would like to table this item to the next subsequent agenda to allow the applicant to obtain other counsel. Applications Manager Liz Babcock indicated staff's request to schedule a separate Order to Show Cause hearing. Mark Friedman appeared on behalf of the Applicants and offered an explanation for the delay with vehicle registration. Motion to set the matter for an Order to Show Cause hearing – Approved 3-0
- 116. Docket 21-11028** The final approval of the Temporary Transfer of Operating Rights of LVL, LLC d/b/a Stardust Transportation granted under CPCN 2050, Sub 10, to LV All In Shuttle, LLC d/b/a All In Shuttle. Staff investigation concluded. (GA)

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

ORDERS TO SHOW CAUSE

- 117. Docket 22-01021** Order to Show Cause issued to Arrowhead Services, LLC as to why Certificate of Public Convenience and Necessity 7352 should not be revoked.
Applications Manager Liz Babcock summarized the docket and indicated the owner contacted Jennifer Hill and stated that he would like to go back into business. Item to be tabled to the next subsequent Agenda meeting. Approved 3-0
- 118. Docket 22-01022** Order to Show Cause issued to Western Trails Charters & Tours, LLC d/b/a St. George Express, Salt Lake Express as to why Certificate of Public Convenience and Necessity 1144 should not be revoked.
Applications Manager Liz Babcock summarized the procedural history of the docket and indicated staff's request that the docket be scheduled for a separate Order to Show Cause to occur after the expiration of the PLTI date of April 15, 2022. Motion to schedule an OSC Approved 3-0
- 119. Docket 22-02022** Order to Show Cause issued to Arkidian Towing Services, LLC as to why Certificate of Public Convenience and Necessity 7351 should not be revoked.
Applications Manager Liz Babcock summarized the procedural history of the docket and indicated staff's request for revocation. Approved 3-0
- 120. Docket 22-02023** Order to Show Cause issued to Bekins A-1 Movers, Inc. d/b/a National Moving & Storage as to why Certificate of Public Convenience and Necessity 3244 should not be revoked.
Item removed from Agenda prior to consideration.

APPLICATIONS TO DISMISS

- 121. Docket 18-12002** The Application of Red Rock Movers, LLC for a CPCN to provide household goods moving service within the State of Nevada. Deputy Commissioner's Motion to Dismiss Application. Tabled from December 9, 2021, general session. Staff investigation concluded.
Applications Manager Liz Babcock detailed the procedural history of the docket. Dismissal approved 3-0

DISCUSSION ITEMS

- 122. Docket 22-02029** Discussion regarding by whom and by what procedure are unclassified employees hired by the NTA and by whom and what procedure are NTA unclassified employees terminated from employment by the NTA. (GA)
Commissioner Assad detailed his concerns with the current procedures for hiring and terminating unclassified employees. He proposed that, at an open session of the Authority, interviews be held and appointments be made. In addition, the Commissioners will hold an open meeting to discuss possible termination of an unclassified position. Sr. Deputy Attorney General Newton stated he agreed there should be policies in place for the hiring and termination of unclassified employees and that the Director of Business and Industry may have policies in place that would impact those policies. A lengthy discussion ensued with regard to possible policies and procedures.

Motion made by Commissioner Assad to adopt the policy that:

“In an open session meeting of the NTA, the three Commissioners of the NTA or a quorum thereof shall conduct interviews of applicants seeking employment for an unclassified position with the NTA; the Commissioners, and only the Commissioners, shall thereafter deliberate in open session and select a candidate for that unclassified position by a majority vote. The Commissioners, by a majority vote, may include the Deputy Commissioner or the Application Manager to participate in the interview process only.

In accordance with NRS 241.031 and NRS 241.033, the three Commissioners of the NTA, or a quorum of the NTA Commissioners shall hold a meeting to consider the character, alleged misconduct, professional competence, or physical or mental health of an unclassified employee of the NTA. The Commissioners shall thereafter deliberate any further action that may be taken toward the employee by a majority vote of the Commissioners of the NTA.”

Approved 2-0 Chairman Gibbons abstaining

123. Docket 22-02030 Discussion regarding the NTA strategic plan 2022-2023 (GA).

Commissioner Assad detailed his concerns with the current strategic plan as submitted. A discussion ensued regarding certain aspects of the plan. It was generally agreed that the Chair shall continue to submit a draft of the strategic plan to the Commissioners and the Deputy Commissioner for any additional comments, suggestions and/or changes.

APPLICATIONS FOR DRIVER PERMITS

(Closed sessions may be held for items 124 through 128 to consider character, alleged misconduct, professional competence, and physical or mental health pursuant to NRS 241.030.)

124. Permit 12543 The Authority will determine whether to grant the application of Keith Carter for issuance of a driver’s permit pursuant to NRS 706.462. Staff investigation concluded.

Closed session

Motion to continue to the next subsequent Agenda – Approved 3-0

125. Permit 12887 The Authority will determine whether to grant the application of Jeffrey Butler for issuance of a driver’s permit pursuant to NRS 706.462. Staff investigation concluded.

Permit denied 3-0

126. Permit 12568 The Authority will determine whether to grant the application of Conrad Gallardo for issuance of a driver’s permit pursuant to NRS 706.462. Staff investigation concluded.

Permit denied 3-0

127. Permit 2411 The Authority will determine whether to grant the application of Sam Mehadi for issuance of a driver’s permit pursuant to NRS 706.462. Staff investigation concluded.

Permit denied 3-0

128. Permit 12371 The Authority will determine whether to grant the application of James Kulcsar for issuance of a driver’s permit pursuant to NRS 706.462. Staff investigation concluded.

Closed session

Motion to refer back to Chief Park Approved 3-0

129. Public Comment

none

130. Adjournment

Meeting adjourned at 3:25 p.m.

DRAFT

Agenda Item#

8

STEVE SISOLAK
Governor

STATE OF NEVADA



TERRY REYNOLDS
Director B&I

DAWN GIBBONS
Chair

GEORGE ASSAD
Commissioner

R. DAVID GROOVER
Commissioner

DEPARTMENT OF BUSINESS AND INDUSTRY
NEVADA TRANSPORTATION AUTHORITY

MINUTES OF THE April 7, 2022
NOTICE OF INTENT TO ACT UPON A REGULATION
and
NOTICE OF HEARING FOR THE ADOPTION OF REGULATIONS

The Nevada Transportation Authority ("Authority") will hold a public hearing at
1:30 pm on Thursday, April 7, 2022.

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

DIAL IN NUMBER: 1-844-621-3956

THURSDAY, APRIL 7, 2022 MEETING ACCESS CODE: 2497 285 4347

THURSDAY, APRIL 7, 2022 MEETING PASSWORD: 5vyBXscVS55

The purpose of the hearing is to receive comments from all interested persons and for the Authority to take action regarding the adoption of certain regulations revising provisions relating to the annual regulatory assessment paid by a transportation network company. The proposal has been designated as Docket 21-10017 by the Authority and as File No. R015-22 by the Nevada Legislative Counsel Bureau.

The following information is provided pursuant to the requirements of NRS 233B.0603:

1. The proposed amendment of certain regulations in Nevada Administrative Code Chapter 706A are necessary to revise provisions relating to the annual regulatory assessment paid by a transportation network company as required by NRS 706A.140.
2. The estimated impact of the regulations:
 - a) The proposed regulations will not have a significant adverse or beneficial economic impact upon the regulated industry, either immediately or long-term.
 - b) The proposed regulations will have not a significant adverse or beneficial economic impact upon the public, either immediately or long-term.

The Authority notes that these assessments of impact are limited to the impacts of the proposed amended regulations themselves.
3. The Authority determined the impact on small business as required pursuant to NRS 233B.0608 by taking and analyzing verbal comments from the public and from businesses to be affected by the proposed regulations in public in a workshop held on November 18, 2021.

4. The Authority has incurred and is anticipated to continue to incur additional enforcement and regulatory oversight expenses as a result of the enactment of NRS 706A and NAC 706A. The Authority anticipates such expenses being met by revenue from the regulatory assessment amended by the proposed regulation as required by NRS 706A.140.
5. The Authority is not aware of any overlap or duplication of the proposed regulations with any regulations of other state or local governmental agencies.
6. The proposed regulations are not required pursuant to federal law.
7. The proposed regulations are not more stringent than any federal regulation that regulates the same activity.
8. The proposed regulations implement the regulatory assessment fee established by NRS 706A.140. The proposed regulations do not otherwise establish a new fee or increase an existing fee.

AGENDA

1. **Call to Order**

Chairman Dawn Gibbons called the meeting to order at 1:30 p.m.

2. **Roll Call**

Present: Chairman Dawn Gibbons, Commissioner George Assad, Commissioner R. David Groover, Administrative Attorney Patricia Erickson, Applications Manager Liz Babcock, Deputy Attorney General Radhika Kunnel, Deputy Attorney General Matthew Feeley

1. **WebEx Instructions**

IT Professional Jeffrey Berry read directions for participation in the Webex meeting.

3. **Public Comment**

none

4. **Approval of Agenda**

Approved

DISCUSSION ITEM / RULEMAKING ADOPTION

5. The Nevada Transportation Authority will consider adoption of regulations amending NAC 706A.190, regarding the annual assessment due from the Transportation Network Companies pursuant to NRS 706A.140. The proposal has been designated as Docket 21-10017 by the Authority and as File No. R015-22 by the Nevada Legislative Counsel Bureau. Copies of the proposed regulation are available from the NTA.

Approved 3-0

7. **Public Comment**

none

8. **Adjournment**

Meeting adjourned at 1:35 p.m.

Agenda Item#

12

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: Citation 22345 issued to CH Destinations, Inc.)	
d/b/a Canyon Coach Lines for violation of NAC	)	Citation 22345
706.381.)	
_____)	

At a general session of the Nevada Transportation
Authority held on April 28, 2022.

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

ORDER

On December 29, 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, CH Destinations, Inc. d/b/a Canyon Coach Lines was present through their Safety Manager, Donna Reedy. Ms. Reedy 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 22345 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 706.381 related to failure to have bus inspected prior to putting into service;
3. To a fine in the amount of \$400.00 for the NAC 706.381 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 706.381.

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22345, issued to CH Destinations, Inc. d/b/a Canyon Coach Lines for violation of NAC 706.381, is hereby AFFIRMED;
2. That the *total* fine for Citation 22345 shall be in the amount of Four Hundred Dollars and Zero Cents (\$400.00); and

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

By the Authority,

Dawn Gibbons, Chairman

George Assad, Commissioner

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 706.381 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: Administrative Citation 22651)
 Edgar Perez, LLC dba Eddy's Towing)
 _____)

FINAL ORDER

This above-captioned matter was heard on August 4, 2021.

Subsequent to the hearing the Hearing Officer, Chairman Dawn Gibbons, issued a **FIRST INTERIM POST-HEARING ORDER** and a **SECOND INTERIM POST-HEARING ORDER** pursuant to NAC 706.3994 and NAC 706.4003 and the provisions of NRS 233B for the purpose of clarifying the record and to address the legal issue “..if a tariff violation is the appropriate sanction for an operator who returns without charging a vehicle that is improperly, illegally or mistakenly towed and whether the instant citation suggests that the NTA directive of November 25, 2020 issued by Chairman Gibbons should be revised.” (**SECOND INTERIM POST-HEARING ORDER**). After reviewing the post-hearing submissions, the oral dismissal at hearing of the subject **ADMINISTRATIVE CITATION 22651** is hereby **AFFIRMED**.

The citation in this matter was issued after the vehicle which had been towed was returned, at no charge, to its assigned residential parking space from which it had been towed. After investigating the initial

complaint, Staff concluded, in essence, that the original tow appeared to be improper pursuant to NRS 706.4477—essentially a “predatory” tow—as the vehicle had a temporary moving permit and no outward signs of being abandoned in its assigned parking space, although the tow operator noticed leaves under a tire and rust on a brake fitting. Somewhat complicating the matter was a change in the residential complex management between the time the vehicle was initially tagged, towed, and returned upon the request of the new management company.

The citation was issued because the vehicle was returned, upon request of the new property manager, at no charge, so the propriety of the original tow is not directly before the Authority and the legal questions raised in the second procedural order have not been fully addressed. The ability for a property manager to delegate to a tow operator the determination that a vehicle should be towed must be very carefully constrained so that predatory towing is not encouraged. In this case, when the (new) property manager reviewed the matter, the vehicle was returned without charge. If, in fact, the tow was in some way questionable, no activity subject to the tariff occurred. Staff’s logic is thus flawed as it implies if the residential complex or vehicle owner had paid the tariff for the questionable tow, no tariff citation would be applicable. Such a conclusion

is unsound and does not serve the State of Nevada's public policy interest in regulating the tow industry. The vehicle was not obviously abandoned or a nuisance, as it was parked in the assigned space with a DMV issued temporary movement permit. Vehicles in residential complex parking must be drivable, but there is no requirement that they be driven on a daily basis. An owner may be away for a time for any number of reasons: a vacation, hospitalized with COVID-19, or attending to an urgent family matter away from Nevada. Tow operators and residential complex managers must utilize their authority with caution and discretion. In the instant matter, the change in the complex management between the time the vehicle was tagged, towed, and returned further complicates an assessment of the circumstances. Therefore, the citations are **DISMISSED**.

IT IS SO ORDERED:

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1. 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#

14

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In re Citation 23554 issued to Ashley's Towing Inc	)	Citation 23554
dba Ashley's Towing for violation of NAC)	
706.4477(2)(b)(2).)	

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

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

FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND ORDER

On March 2, 2022, 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, Ashley's Towing Inc, dba Ashley's Towing ("Ashley's"), was present through Tony Glenn who had authority to act on behalf of Ashley's. Mr. Glenn elected to proceed without counsel. The Authority Staff was represented by Radhika Kunnel, Deputy Attorney General.

After hearing the allegations, the respective arguments, and having considered the evidence introduced by both parties and being fully advised, the Hearing Officer, pursuant to Nevada Administrative Code ("NAC") 706.4015, prepared a proposed decision for review by the Authority.

Based on that proposed decision, the Authority makes the following Findings of Fact and Conclusions of Law, which constitute a final order affirming the decision of the Hearing Officer.

Any Finding of Fact that would be better deemed a Conclusion of Law or vice versa shall be so construed. Under Nevada Revised Statutes (“NRS”) 706.151, the Authority has legal jurisdiction and authority over this matter.

FINDINGS OF FACT

The Authority finds that there is substantial evidence in the record, delivered by the Hearing Officer, to establish each of the facts set forth below.

1. NTA Investigator Justin Hooser was sworn and testified that he was assigned to investigate a complaint filed against Ashley’s by Dache Alexander who alleged that, on December 23, 2021, her vehicle was towed from the parking lot at 7300 Pirates Cove Rd, Las Vegas, Nevada by Ashley’s Towing.
2. When Ms. Alexander contacted Ashley’s Towing, she was informed that the car was towed based on the fact that the tow driver believed her moving permit, issued by the DMV, was fake.
3. After the case was assigned to him, Investigator Hooser contacted Tony Glenn at Ashley’s Towing who requested that the complaint be emailed to him. Investigator Hooser received confirmation that Mr. Glenn had received the email with the complaint.
4. NTA Investigator Hooser testified that he received Ashley’s response to the complaint on January 28, 2022. Ashley’s maintained that the vehicle had been towed because its tow driver thought the moving permit displayed on Ms. Alexander’s car was fake because it was stamped as “validated” on 11-13-2021 for the dates of 12-01-2021 to 12-30-2021.

5. Ashley's response contained a photo of its violation notice, dated 12-10-21, which had "x"s in the boxes for registration violation and "other" next to which was a hand written description "unauthorized."
6. Tony Glenn was sworn and testified that the vehicle owner was given 48 hours notice of the alleged violations before the vehicle was towed for two reasons (1) no registration and (2) unauthorized. Mr. Glenn also testified that he received permission from the Community Board President to tow the vehicle on December 22, 2021. However, when cross examined, Mr. Glenn could not testify regarding the definition of "unauthorized" which he continued to maintain was also the basis for the tow. Mr. Glenn testified that "unauthorized" is a blanket problem with the vehicle and requires the owner of the vehicle to contact management. He further testified that unauthorized meant whatever the management thinks is wrong.
7. NTA Investigator Hooser was recalled and testified that the only response he received from Ashley's was that the tow was based solely on the registration issue. Investigator Hooser also testified that he spoke with the Community Board President and was informed that the Board doesn't investigate anything before giving authorization to tow a vehicle
8. At the hearing, Investigator Hooser's testimony was credible and substantiated by the information contained in State's Exhibit 1.
9. Because Mr. Glenn's complaint response relied solely on the no registration reason for the tow, he did not assert that the tow was also based on the "unauthorized" language until the date of the hearing and could not provide any factual basis for the asserted unauthorized aspect of the tow, his testimony was not credible.

CONCLUSIONS OF LAW

Based upon the testimony and findings summarized above, the Authority concludes that the Respondent's actions constitute a violation of NAC 706.4477(2)(b)(2), because the tow was clearly based on the speculation of the tow driver that the moving permit was fake.

DISCUSSION

Authority Staff requested a fine be assessed in the amount of \$200.00 for the violation of NAC 706.4477(2)(b)(2).

The Hearing Officer considered the above-mentioned Findings of Fact and Conclusions of Law and accepted the Staff's recommendations as to fines and remedies.

ORDER

IT IS THEREFORE ORDERED, based on the foregoing Findings of Fact and Conclusions of Law:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 23554, issued to Ashley's Towing Inc dba Ashley's Towing for a violation of NAC 706.4477(2)(b)(2) is hereby AFFIRMED;
2. That the *total* fine for Citation 23554 shall be in the amount of Two Hundred Dollars and Zero Cents (\$200.00); and,

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

By the Authority,

Dawn Gibbons, Chair

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.

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: Citations 21949 and 21950 issued to)	
Alpha Transportation, LLC for violations of	)	Citations 21949 and 21950
NRS 706.463 and NAC 706.203.)	
_____)	

At a general session of the Nevada Transportation
Authority held on March 24, 2022.

PRESENT: Chairman 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 to Citation 21949 and 21950, Alpha Transportation, LLC, was present through their Owner/Manager, Lemma Admasu. Mr. Admasu 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 Citations 21949 and 21950 and the Investigation Report for the Citations into evidence (identified as State’s Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;

2. That the Respondent's actions constituted one violation of NRS 706.463, related to failure to notify Authority of tariff changes and one violation of NAC 706.203, related to failure to maintain regular business hours;
3. That a fine be assessed in the amount of \$100.00 for the NRS 706.463 violation with \$50.00 of said fine amount suspended pending no further violations of NRS 706 or NAC 706 within one year and timely payment of the fine amount;
4. That a fine be assessed in the amount of \$100.00 for the NAC 706.203 violation with \$50.00 of said fine amount suspended pending no further violations of NRS 706 or NAC 706 within one year and timely payment of the fine amount; and
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;
2. That findings enter against the Respondent for one violation of NRS 706.463, relating to failure to notify Authority of tariff changes and one violation of NAC 706.203, related to failure to maintain regular business hours.

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaints 21949 and 21950, issued to Alpha Transportation, LLC for violation of NRS 706.463 and NAC 706.203, is hereby AFFIRMED;
2. That the *total* fine for Citation 21949 and 21950 shall be in the amount of Two Hundred Dollars and Zero Cents (\$200.00), with One Hundred Dollars and Zero Cents (\$100.00) 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; 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# 16

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: the impoundment pursuant to NRS 706.476 of	)	Impound 4101 and
a vehicle registered to and Citation 22612 issued to	)	Citation 22612
Cameron Batty/Best of Vegas Moving Co. for)	
violation of NRS 706.386 and NRS 706.758.)	

At a general session of the Nevada Transportation
Authority held on April 28, 2022.

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

ORDER

On December 22, 2021, a hearing on the above-captioned matters was held before Commissioner George Assad serving in his capacity as Hearing Officer for the Nevada Transportation Authority (“Authority”). The Respondent to Citation 22612 and registered owner of the impounded vehicles, Cameron Batty/Best of Vegas Moving Co., 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 22612 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 Cameron Batty 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 the transportation of household goods; 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; 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.

Authority Staff recommended the following fines and remedies:

1. That a fine in the amount of \$10,000.00 be assessed for Impound I-4101.
2. That a fine in the amount of \$10,000.00 be assessed for the NRS 706.386 violation; and
3. That a fine in the amount of \$10,000.00 be assessed for the NRS 706.758 violation.

DISCUSSION

The Hearing Officer recommended to the Authority:

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

706.758, relating to holding oneself out to the public via unlawful advertisement as able to provide services requiring a certificate of public convenience and necessity;

4. That a fine be assessed in the amount of \$2,000.00 for the impounded vehicle.
5. That a fine be assessed in the amount of \$10,000.00 for the NRS 706.386 violation with \$8,000.00 of said fine amount suspended pending no further NRS 706 or NAC 706 violations within one year and timely payment of the fine amount; and
6. That a fine in the amount of \$1,000.00 be assessed 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.

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 22612, issued to Cameron Batty/Best of Vegas Moving Co. for violations of NRS 706.386 and NRS 706.758, is hereby AFFIRMED;
3. That a fine in the amount of Two Thousand Dollars and Zero Cents (\$2,000.00) be assessed for the impoundment of the vehicle in this matter;
4. That the *total* fine for Citation 22612 shall be in the amount of Eleven Thousand Dollars and Zero Cents (\$11,000.00), with Nine Thousand Dollars and Zero Cents (\$9,000.00) 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;
7. That pursuant to NRS 706.758, the Respondent is to **CEASE AND DESIST** the unlawful advertising; and

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

By the Authority,

Dawn Gibbons, Chairman

George Assad, Commissioner

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 for
 vehicles registered to and Citation 22751 issued to)
 Parmenides Martinez-Hernandez for violation of NRS)
 706.386 and NRS 706.758.)

Impounds 4014 and 4015 and
 Citation 22751

At a general session of the Nevada Transportation
 Authority held on April 28, 2021.

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

ORDER

On January 12, 2022, a hearing on the above-captioned matters was held before Commissioner George Assad serving in his capacity as Hearing Officer for the Nevada Transportation Authority (“Authority”). The Respondent to Citation 22751 and registered owner of the impounded vehicles, Parmenides Martinez-Hernandez, was present and elected to proceed without counsel. Compliance Audit Investigator, 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 the admission of Citation 22751 and the Investigation Report for the Citation and related impounds 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 Parmenides Martinez-Hernandez is the registered owner of the impounded vehicles in this matter and was present at the hearing regarding said vehicles;
3. That the use of the vehicles 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 vehicles in intrastate commerce for towing services; and
 - b. That the impounded vehicles 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 NRS 706.758 as alleged and that the impoundment of the vehicles pursuant to NRS 706.476 was proper;
6. To fines in the amount of \$250.00 for Impound I-4014 and that no fine be assessed for Impound I-4015;
7. To a fine in the amount of \$3,500.00 for the NRS 706.386 violation with \$3,250.00 of said fine amount suspended pending no further violations of NRS 706 within 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 violations within two years 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.

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 vehicles be deemed proper under NRS 706.476;
3. That findings enter against the Respondent for one violation of NRS 706.386, related 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 22751, issued to Parmenides Martinez-Hernandez for violations of NRS 706.386 and NRS 706.758 is hereby AFFIRMED;
3. That with respect to Impound I-4014 a fine in the amount of Two Hundred Fifty Dollars and Zero Cents (\$250.00) shall be assessed for the impoundment of the vehicle in this matter;
4. That with respect to Impound I-4015, no fine shall be assessed for the impoundment of the vehicle;
5. That the *total* fine for Citation 22751 shall be in the amount of Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00), with Four Thousand Two Hundred Fifty Dollars and Zero Cents (\$4,250.00) of said fine amount to be suspended pending no further NRS 706 violations within two years and timely payment of the fine amount;
6. That the Respondent is to immediately **CEASE AND DESIST** any and all use of the impounded vehicles 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;

8. That pursuant to NRS 706.758, the Respondent is to **CEASE AND DESIST** the unlawful advertising; 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 cHareer 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: the impoundment pursuant to NRS 706.476 for)
 a vehicle registered to and Citation 22886 issued to)
 Kenny Varona Sanchez for violation of NRS 706.386)
 and NRS 706.758.)

Impound 3809 and
 Citation 22886

At a general session of the Nevada Transportation
 Authority held on April 28, 2021.

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

ORDER

On January 12, 2022, a hearing on the above-captioned matters was held before Commissioner George Assad serving in his capacity as Hearing Officer for the Nevada Transportation Authority (“Authority”). The Respondent to Citation 22886 and registered owner of the impounded vehicles, Kenny Varona Sanchez, was present and elected to proceed without counsel. Compliance Audit Investigator, 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 the admission of Citation 22886 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 Kenny Varona Sanchez is the registered owner of the impounded vehicle in this matter and was present at the hearing regarding said vehicle;
3. That the use of the vehicle in intrastate commerce without a certificate of public convenience and necessity ("CPCN") violated NRS 706.476 (2)(b)(2) and (3) in that:
 - a. No CPCN had been issued authorizing the use of the impounded vehicle in intrastate commerce for towing services; and
 - b. That the impounded vehicle did not meet all required standards of the Authority;
4. That no CPCN had been issued by the Authority authorizing the operations or advertising undertaken by the Respondent in this matter;
5. That the Respondent's actions constituted one violation of NRS 706.386 and 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 \$250.00 for Impound I-3809;
7. To a fine in the amount of \$3,500.00 for the NRS 706.386 violation with \$3,000.00 of said fine amount suspended pending no further violations of NRS 706.386, NRS 706.476 or NRS 706.758 within one year 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 violations of NRS 706.386, NRS 706.476 or NRS 706.758 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.

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, related 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 22886, issued to Kenny Varona Sanchez for violations of NRS 706.386 and NRS 706.758 is hereby AFFIRMED;
3. That a fine in the amount of Two Hundred Fifty Dollars and Zero Cents (\$250.00) shall be assessed for the impoundment of the vehicle in this matter;
4. That the *total* fine for Citation 22886 shall be in the amount of Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00), with Four Thousand Dollars and Zero Cents (\$4,000.00) of said fine amount to be suspended pending no further NRS 706.386, NRS 706.476 or NRS 706.758 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 vehicles in violation of the provisions of NRS 706;
6. That the Respondent is to immediately **CEASE AND DESIST** any and all operation in violation of NRS 706.386;
7. That pursuant to NRS 706.758, the Respondent is to **CEASE AND DESIST** the unlawful advertising; and

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

By the Authority,

Dawn Gibbons, Chairman

George Assad, Commissioner

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 cHareer 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 for)	Impound 3823 and
a vehicle registered to and Citation 23516 issued to)	Citation 23516
Jorge Armando Ramirez for violation of NRS)	
706.386 and NRS 706.758.)	
_____)	

At a general session of the Nevada Transportation
Authority held on April 28, 2021.

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

ORDER

On January 12, 2022, a hearing on the above-captioned matters was held before Commissioner George Assad serving in his capacity as Hearing Officer for the Nevada Transportation Authority (“Authority”). The Respondent to Citation 23516 and registered owner of the impounded vehicle, Jorge Armando Ramirez, 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 23516 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 Jorge Armando Ramirez is the registered owner of the impounded vehicle in this matter and was present at the hearing regarding said vehicle;
3. That the use of the vehicle in intrastate commerce without a certificate of public convenience and necessity ("CPCN") violated NRS 706.476 (2)(b)(2) and (3) in that:
 - a. No CPCN had been issued authorizing the use of the impounded vehicle in intrastate commerce for towing services; and
 - b. That the impounded vehicle did not meet all required standards of the Authority;
4. That no CPCN had been issued by the Authority authorizing the operations or advertising undertaken by the Respondent in this matter;
5. That the Respondent's actions constituted one violation of NRS 706.386 and 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 \$250.00 for Impound I-3823;
7. To a fine in the amount of \$3,500.00 for the NRS 706.386 violation with \$3,000.00 of said fine amount suspended pending no further violations of NRS 706.386, NRS 706.476 or NRS 706.758 within one year 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 violations of NRS 706.386, NRS 706.476 or NRS 706.758 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.

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, related 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 23516, issued to Jorge Armando Ramirez for violations of NRS 706.386 and NRS 706.758 is hereby AFFIRMED;
3. That a fine in the amount of Two Hundred Fifty Dollars and Zero Cents (\$250.00) shall be assessed for the impoundment of the vehicle in this matter;
4. That the *total* fine for Citation 23516 shall be in the amount of Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00), with Four Thousand Dollars and Zero Cents (\$4,000.00) of said fine amount to be suspended pending no further NRS 706.386, NRS 706.476 or NRS 706.758 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 vehicles in violation of the provisions of NRS 706;
6. That the Respondent is to immediately **CEASE AND DESIST** any and all operation in violation of NRS 706.386;
7. That pursuant to NRS 706.758, the Respondent is to **CEASE AND DESIST** the unlawful advertising; and

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

By the Authority,

Dawn Gibbons, Chairman

George Assad, Commissioner

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 cHareer 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 Hertz Vehicles, LLC.)
_____)

Impound 4283

At a general session of the Nevada Transportation
Authority held on April 28, 2022.

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

ORDER

On January 11, 2022, 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, Hertz Vehicles, LLC, was present through its authorized representative, Kassandra Torres, TNC Branch Manager. Ms. Torres 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 Hertz Vehicles, LLC is the registered owner of the impounded vehicle (specifically, a 2017 Hyundai Elantra bearing NV license plate 989R13) 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 4283 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 passenger transportation 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. Hertz Vehicles, LLC 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.

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DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted;
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 Hertz Vehicles, LLC for the impoundment of the vehicle pursuant to NRS 706.478; and

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

By the Authority,

Dawn Gibbons, Chairman

George Assad, Commissioner

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#

21

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

Citation issued to America Stage Lines Inc. dba)	
All American Stage Lines for violation of	)	Citation Nos. 20032, 20033, 22893
NRS 706.386 (4 counts)	)	and 22934
_____)	

At a general session of the Nevada Transportation
Authority held on April 28, 2022.

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

ORDER

On April 19, 2022, 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 Respondent, American Stage Lines Inc., dba All American Stage Lines 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 Citations 20032, 20033, 22893 and 22934 22639 and the related Investigation Reports (marked as State’s Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;

2. That the Respondent's actions constituted violations of NRS 706.386 (4 counts) related to acting as an operator of a charter bus and as a carrier of intrastate commerce without obtaining a Certificate of Public Convenience and Necessity; 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 \$2,000.00 with \$1,000.00 held in abeyance for one (1) year per each violation of NRS 706.386 (4 counts) for a total of \$8,000.00 with \$4,000.00 held in abeyance for one year for each violation.

Respondent requested a reduction in the fine amount based upon an argument that counsel for Staff had not introduced sufficient evidence that each bus was going to be used in intrastate commerce as no passengers were located on any bus and the carrier is licensed to provide interstate commerce.

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 NRS 706.386 (4 counts); and
3. That a fine in the amount of \$750.00 be assessed for each violation of NRS 706.386 (4 counts) for a total of \$3,000.00.

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ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citations and Verified Complaints 20032, 20033, 22893 and 22934, issued to American Stage Lines dba All American Stage Lines for violations of NRS706.386 (4 counts), is hereby AFFIRMED;
2. That the *total* fine for Citations 20032, 20033, 22893 and 22934 22639 shall be in the amount of Three Thousand Dollars and Zero Cents (\$3,000.00); and ,

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

By the Authority,

Dawn Gibbons, Chairman

George Assad, Commissioner

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# 22

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: Citation 21448 issued to Sunset Limousine for	)	Citation 21448
violations of NRS 706.386 and NRS 706.758.)	
_____)	

At a general session of the Nevada Transportation
Authority held on April 28, 2022.

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

ORDER

On March 15, 2022, 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 Respondent, Sunset Limousine, was present through their legal counsel, Pete Cladianos, Esq.

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

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

1. To the admission of Citation 21448 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 \$10,000.00 for the NRS 706.386 violation with \$8,000.00 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 \$10,000.00 for the NRS 706.758 violation with \$10,000.00 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 21448, issued to Sunset Limousine for violations of NRS 706.386 and NRS 706.758, is hereby AFFIRMED;

2. That the *total* fine for Citation Number 21448 shall be in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00), with Eighteen Thousand Dollars and Zero Cents (\$18,000.00) 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

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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# 23

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: Citations 22025, 22951 and 22952 issued to)	
Lyft, Inc. for violations of NRS 706A.180(2) (38	)	Citations 22025, 22951 and
counts), NRS 706A.160(2) (5 counts), NRS)	22952
706A.160(2)(A)(5), NRS 706A.160(2)(A)(4) (3)	
counts) and NRS 706A.160(4) (8 counts).)	
_____)	
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At a general session of the Nevada Transportation
Authority held on April 28, 2022.

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

ORDER

On January 5, 2022, 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 Respondent, Lyft, Inc. was present through their Senior Regulatory Compliance Manager, Elizabeth Gallagher.

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”) 706A.730, 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”) 706A.110, 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 violations of NRS 706A.180(2) (38 counts) and NRS 706A.160(2)(A)(4) (3 counts);
2. To admit into evidence the amended Citations 22025, 22951 and 22952 and the related Investigation Reports (marked as State's Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;
3. With respect to Citation 22025, the violation of NRS 706A.160 (2) (5 counts) related to the failure to obtain proof of insurance, violations were reduced to 4 counts;
4. With respect to Citation 22951, the violation of NRS 706A.160(2)(A)(4) (3 counts) related to the failure to obtain copy of registration from applicant was reduced to 1 count;
5. With respect to Citation 22952, the violation of NRS 706A.160 (4) (8 counts) related to the failure to obtain a copy of valid state business license from applicant was reduced to 6 counts; 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.

Authority Staff recommended a fine in the amount of \$600.00 for each violation (11 counts), for a total fine in the amount of \$6,600.00.

DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted; and
2. That findings enter against the Respondent for violation of NRS 706A.160(2) (4 counts), NRS 706A.160(2)(A)(4) and NRS 706A.160(4) (6 counts);

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ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citations and Verified Complaints 22025, 22951 and 22952 issued to Lyft, Inc. for violations of NRS 706A.160(2) (4 counts), NRS 706A.160(2)(A)(4) and NRS 706A.160(4) (6 counts) is hereby AFFIRMED;
2. That the *total* fine for Citation 22025, 22951 and 22952 shall be in the amount of Six Thousand Six Hundred Dollars and Zero Cents (\$6,600.00); and

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

By the Authority,

Dawn Gibbons, Chairman

George Assad, Commissioner

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#

24

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: Citation 22611 issued to Craig Gilliam/Five	)	Citation 22611
Star Moving for violation of NRS 706.758.)	
_____)	

At a general session of the Nevada Transportation
Authority held on April 28, 2022.

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

ORDER

On January 5, 2022, 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 Respondent, Craig Gilliam/Five Star Moving was present through their Owner, Craig Gilliam. Mr. Gilliam 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 22611 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 NRS 706.758 related to holding oneself out to the public via unlawful advertisement as able to provide services requiring a certificate of public convenience and necessity;
3. 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 within one year; and
4. To waive the requirement that the Authority's final order contain formal Findings of Fact and Conclusions of Law as required under NRS 233B.125.

DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted; and
2. That findings enter against the Respondents for one violation of NRS 706.758.

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer regarding Administrative Citation and Verified Complaint 22611, issued to Craig Gilliam/Five Star Moving for violation of NRS 706.758, is hereby AFFIRMED;
2. That the *total* fine for Citation Number 22611 shall be in the amount of One Thousand Dollars and Zero Cents (\$1,000.00), with One Thousand Dollars and Zero Cents (\$1,000.00) of said fine amount to be suspended pending no further violations of NRS 706 within one year;
3. That pursuant to NRS 706.758, the Respondent is to immediately **CEASE AND DESIST** any unlawful advertising; and

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

By the Authority,

Dawn Gibbons, Chairman

George Assad, Commissioner

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# 25

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: the impoundment pursuant to NRS 706.476 of	)	Impound 3674 and
a vehicle registered to and Citation 22613 issued to	)	Citation 22613
On The Go Transpo, LLC/Jose Magana-Lopez for)	
violation of NRS 706.386 and NRS 706.758.)	

At a general session of the Nevada Transportation
Authority held on April 28, 2022.

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

ORDER

On January 7, 2022, 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 22613 and registered owner of the impounded vehicle, Jose Magana-Lopez/On The Go Transpo, LLC, 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 22613 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 On The Go Transpo, LLC/Jose Magana-Lopez 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 706.476 2(b)(3) in that:
 - a. No CPCN had been issued authorizing the use of the impounded vehicle in intrastate commerce for tow car services; 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 a fine in the amount of \$2,000.00 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 \$7,500.00 of said fine amount suspended pending no further violations of NRS 706.386 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 violations of NRS 706.758 within two years and timely payment of the fine amount;
9. That the suspended fine of \$6,500.00 from prior Citation 22603 become immediately due and owing; 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; and
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 one violation of NRS 706.758, relating to unlawful advertising.

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 22613, issued to On The Go Transpo, LLC/Jose Magana-Lopez for violation of NRS 706.386, is hereby AFFIRMED;
3. That a fine in the amount of Two Thousand Dollars and Zero Cents (\$2,000.00) be assessed for the impoundment of the vehicle in this matter;
4. That the *total* fine for Citation 22613 shall be in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), with Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) of said fine amount to be suspended pending no further violations of NRS 706.386 or NRS 706.758 within two years and timely payment of the outstanding fine amount;
5. That the suspended fine of \$6,500.00 from prior Citation 22603 shall immediately become due and owing;

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#

26

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: Citation 22729 issued to Scott Chesher for)	
violation of NAC 706.2473 ref. 49 CFR 391.41.	)	Citation 22729
_____)	
)	

At a general session of the Nevada Transportation
Authority held on April 28, 2022.

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

ORDER

On January 5, 2022, 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 Respondent, Scott Chesher 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 22729 and the related Investigation Report (marked as State’s Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;

2. That the Respondent's actions constituted violation of NAC 706.2473 ref. 49 CFR 391.41 related to failure to possess a valid medical card;
3. To a fine in the amount of \$150.00 for the NAC 706.2473 ref. 49 CFR 391.41; and
4. To waive the requirement that the Authority's final order contain formal Findings of Fact and Conclusions of Law as required under NRS 233B.125.

DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted; and
2. That findings enter against the Respondent for violation of NAC 706.2473 ref. 49 CFR 391.41.

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 22729, issued to Scott Chesher for violation of NAC 706.2473 ref. 49 CFR 391.41, is hereby AFFIRMED;
2. That the *total* fine for Citation 22729 shall be in the amount of One Hundred Fifty Dollars and Zero Cents (\$150.00); and

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

By the Authority,

Dawn Gibbons, Chairman

George Assad, Commissioner

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: the impoundment pursuant to NRS 706.476 of a	)	Impound 3664 and
vehicle registered to and Citation 22855 issued to	)	Citation 22855
Christopher Shockley for violations of NRS 706.386)	
and NRS 706.758.)	
_____)	

At a general session of the Nevada Transportation
Authority held on April 28, 2022.

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

ORDER

On December 27, 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 22855 and registered owner of the impounded vehicle, Christopher Shockley, 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 22855, 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 Christopher Shockley 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 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; 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).

Authority Staff recommended the following fines and remedies:

1. That fine in the amount of \$100.00 be assessed for the impoundment of the vehicle in this matter;
2. That a fine be assessed in the amount of \$2,500.00 for the NRS 706.386 violation with \$2,250.00 of said fine amount suspended pending no further violations of NRS 706 within one year and timely payment of the fine amount;
3. That a fine be assessed 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 within one year and timely payment of the fine amount.

Respondent requested a reduction in fine amounts, stating financial hardship.

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 unlawful advertising;
4. That no fine be assessed for the impoundment of the vehicle;
5. That a fine be assessed in the amount of \$2,500.00 for the NRS 706.386 violation with \$2,150.00 of said fine amount suspended pending no further NRS 706 or NAC 706 violations within one year and timely payment of the fine amount;
6. That a fine be assessed 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 fine amount.

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 22855, issued to Christopher Shockley for violations of NRS 706.386 and NRS 706.758, is hereby AFFIRMED;
3. That no fine shall be assessed for the impoundment of the vehicle in this matter;

4. That the *total* fine for Citation 22855 shall be in the amount of Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00), with Three Thousand One Hundred Fifty Dollars and Zero Cents (\$3,150.00) of said fine amount to be suspended pending no further violations of NRS 706 or NAC 706 within one year and timely payment of the outstanding fine amounts; and
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

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

By the Authority,

Dawn Gibbons, Chairman

George Assad, Commissioner

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 23001 issued to Luxury Limousine of)
 Las Vegas, LLC for a violation of NRS 706.251.) Citation 23001
 _____)

At a general session of the Nevada Transportation
 Authority held on April 28, 2022.

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

ORDER

On January 5, 2022, 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 Respondent, Luxury Limousine of Las Vegas, LLC, was present through their legal counsel, Zev Kaplan, 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 23001 and the related Investigation Report (marked as State’s Exhibit 1 and incorporated herein by reference) and that the facts as set forth therein were true and accurate;

2. That the Respondent's actions constituted one violation of NRS 706.251 related to failure to report an accident that resulted in an accident;
3. To a fine in the amount of \$1,000.00 for the NRS 706.251 violation with \$800.00 of said fine amount suspended pending no further violations of NRS 706.251 within one year and timely payment of the fine amount; and
4. To waive the requirement that the Authority's final order contain formal Findings of Fact and Conclusions of Law as required under NRS 233B.125.

DISCUSSION

The Hearing Officer recommended to the Authority:

1. That the stipulations and agreements of the parties as set forth hereinabove be accepted; and
2. That findings enter against the Respondent for violation of NRS 706.251.

ORDER

IT IS THEREFORE ORDERED, based on the foregoing:

1. That the recommendation of the Hearing Officer for Administrative Citation and Verified Complaint 23001, issued to Luxury Limousine of Las Vegas, LLC for violation of NRS 706.251 is hereby AFFIRMED;
2. That the *total* fine for Citation 23001 shall be in the amount of One Thousand Dollars and Zero Cents (\$1,000.00), with Eight Hundred Dollars and Zero Cents (\$800.00) of said fine amount to be suspended pending no further violations of NRS 706.251 within one year and timely payment of the fine amount; and

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

By the Authority,

Dawn Gibbons, Chairman

George Assad, Commissioner

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: The Application of Andrometer Towing,)
 LLC for a certificate of public convenience and)
 necessity to provide consent-only tow car service) Docket 21-10030
 within the State of Nevada.)
 _____)

At a general session of the Nevada Transportation
 Authority held on April 28, 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 19, 2021, Andrometer 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 21-10030.
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.

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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 7523** shall be issued to Andrometer 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.

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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: 21-10030	DATE APPLICATION WAS FILED: 11/4/2021
APPLICANT: Kevin Boehm	TITLE: Owner
COMPANY NAME: Andrometer Towing, LLC	
ADDRESS: 777 Wagon Dr. Gardnerville NV 89460	
PHONE NUMBERS: 732 322 1337	
ATTORNEY: James Kent	PHONE#: 702 385 1100
INVESTIGATOR: Woods	DATE ASSIGNED: 11/4/2021

GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)

WHAT TYPE OF SERVICE IS PROPOSED?	
Charter Bus	
*Tow Car	
*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

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:	
KEVIN BOEHM 100%	
Attach as an exhibit, appropriate proof of ownership interest where applicable	Exhibit B

Briefly describe the responsibilities of each owner.	
KEVIN BOEHM- will be responsible for hiring/firing, driver training, driver qualification and vehicle maintenance files, dispatch, and day to day operations.	

Has the criminal background check disclosed any issue of concern?	YES	NO	X
Name(s): JASON WILLIAMS, KEVIN BOEHM			
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/NTA

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: JASON WILLIAMS- Manager, driver, assist in day to day operations.
--

Describe the type and number of vehicles the applicant intends to operate:
A. Type of Vehicles: Dodge Ram 4500
B. Number of Vehicles: 1

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

Describe the facilities to be used for this operation:
Residential Location

Address (If Known):
777 Wagon Dr. Gardnerville NV 89460

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): COMPLIANCE ITEM				

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		NO	

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

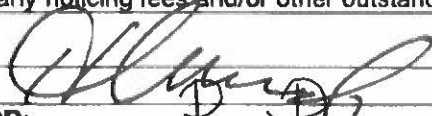

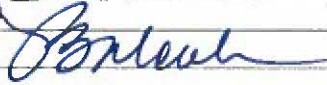
Attach copies of the Applicant's charter orders, tow bill, tow invoice (whichever is applicable) and for tow companies only, a copy of a tariff.	Exhibit E
---	----------------------------

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

Has the Applicant signed the NTA Knowledge Statement?	YES	X	NO	
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: WOODS		DATE: 03/25/22
REVIEWED BY SUPERVISOR:		DATE: 3/30/22
REVIEWED BY FINANCIAL ANALYST	N/A	DATE:
REVIEWED BY APPLICATION MANAGER		DATE: 4/1/22

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.

21-10030 Andrometer Towing, LLC

ADDENDUM TO APPLICATION

On 4/19/2022 it was discovered a prior undisclosed impound and citation was issued to person(s) involved in this application. I initially did not find any violations under Andrometer Towing, LLC during my background. After seeing the name on the April Agenda, Investigator Truitt remembered impounding them last year and informed me of the circumstances.

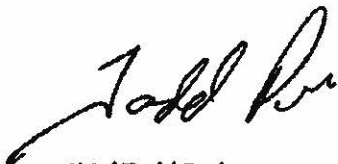
I contacted Liz Babcock and informed her of the discovery and was advised to make this addendum to the background report. I also contacted Desiree Main who located the prior citations and impound. That information was forwarded to me and is included in this addendum.

Even though the company name that was impounded is different (Andrometer Roadside), it is the same address and individuals involved. This docket is set for the April 28, Agenda. Please see the attached prior violations.



Howard Woods

Investigator NTA



Chief Todd Park

[Exit](#)**Result of Priors Search (By Prin)**[Print Record](#)

Certificate	Principal/ Respondent/ Applicant	Associated Company or Driver		
Andrometer Roadside				
Principal's Position in Investigation				
Respondent				
Investigator's Notes				
Citation hearing date 08/18/2021 8:30 am jh				
4 High St				
Helmetta NJ 08828				
Investigation Number	Fine Amount	Date Fine Paid	Amount Held In Abeyance	
23218	\$3,500.00	10/20/2021	\$3,250.00	
Held in Abeyance Until				
9 /30/2022				
Remarks/ Notes				
Docket Number	Citation Number	Written Warning Number		
	23218			
Impound Number	Citation Dated			
	7/29/2021			
Details of Violation/ Application/ Complaint				
NRS 706.386				
No CPCN				
NRS 706.758				
Unlawful advertising				
Reason for Investigation	Disposition	Date of SA	Date File Closed	
Violation of NAC(s) and/or NRS(s)	Fined		10/25/2021	
Disposition Notes				
Fined \$3,500 with \$3,250 in abeyance for 1 year pending no further NRS 706.386, NRS 706.476 or NRS 706.758 violations				
10/20/21 pd \$250 Receipt 40666				

[Exit](#)**Result of Priors Search (By Prin)**[Print Record](#)

Certificate	Principal/ Respondent/ Applicant	Associated Company or Driver	
	Michael Eugene Woods- Andrometer R		
Principal's Position in Investigation			
Respondent			
Investigator's Notes			
Impound hearing date 07/30/2021 11:00 am jh			
TN DL 138611001			
dob 06/02/1974			
510 Country Village Drive Apt 14			
Carson City NV 89701			
2713 Glenwood Pkwy			
Chattanooga TN 37404			
Investigation Number	Fine Amount	Date Fine Paid	Amount Held In Abeyance
I-4218	\$200.00	7 /30/2021	
Held in Abeyance Until			
Remarks/ Notes			
Docket Number	Citation Number	Written Warning Number	
Impound Number	Citation Dated		
4218			
Details of Violation/ Application/ Complaint			
NRS 706.476			
Impoundment of vehicle			
Reason for Investigation	Disposition	Date of SA	Date File Closed
Violation of NAC(s) and/or NRS(s)	Fined		10/25/2021
Disposition Notes			
Fined \$200			
07/30/21 pd \$200 Receipt 41966			

Agenda Item# 30

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of Speedy Roadside, LLC)
 for a certificate of public convenience and necessity)
 to provide consent-only tow car service within the) Docket 21-11004
 State of Nevada.)
 _____)

At a general session of the Nevada Transportation
 Authority held on April 28, 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 4, 2021, Speedy Roadside, 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 21-11004.
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 7524** shall be issued to Andrometer 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: 21-11004	DATE APPLICATION WAS FILED: 11/17/2021
APPLICANT: Randy Dewater	TITLE: Owner
COMPANY NAME: Speedy Roadside, LLC	
ADDRESS: 688 Esmerelda Street Fallon NV 89406	
PHONE NUMBERS: 209 322 5536	
ATTORNEY:	PHONE#:
INVESTIGATOR: Woods	DATE ASSIGNED: 11/17/2021

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

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: RANDY DEWATER 50% MINDY DEWATER 50%	Exhibit B
Attach as an exhibit, appropriate proof of ownership interest where applicable	

Briefly describe the responsibilities of each owner. RANDY DEWATER responsible for operating tow vehicle, hiring and firing, day to day operations. MINDY DEWATER responsible for driver qualification and vehicle maintenance files, dispatch operations, and other administrative duties.	
--	--

Has the criminal background check disclosed any issue of concern?	YES		NO	X
Name(s): RANDY DEWATER MINDY DEWATER				
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)				



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

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

Identify key personnel who have no ownership interest and briefly describe their responsibilities: NONE AT THIS TIME

Describe the type and number of vehicles the applicant intends to operate:
A. Type of Vehicles: GMC 4500 tow truck
B. Number of Vehicles: 1

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

Describe the facilities to be used for this operation: Private residence in Churchill County

Address (If Known): 688 Esmerelda Street, Fallon NV 89406
--

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	

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

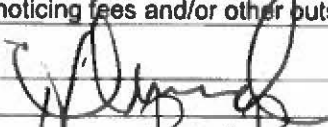
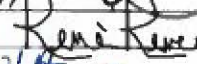

Attach copies of the Applicant's charter orders, tow bill, tow invoice (whichever is applicable) and for tow companies only, a copy of a tariff.	Exhibit F
--	------------------

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?				

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.
4	
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: 3/15/22
REVIEWED BY SUPERVISOR:		DATE: 3/17/22
REVIEWED BY FINANCIAL ANALYST	NA	DATE:
REVIEWED BY APPLICATION MANAGER		DATE: 3/23/22

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#

31

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of Gatowing Family, LLC)
 for a certificate of public convenience and necessity)
 to provide consent-only tow car service within the) Docket 21-12034
 State of Nevada.)
 _____)

At a general session of the Nevada Transportation
 Authority held on April 28, 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 December 29, 2021, Gatowing Family, 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 21-12034.
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 7525** shall be issued to Gatowing Family, 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: 21-12034		DATE APPLICATION WAS FILED: 01/10/2022	
APPLICANT: Antonio Vasquez-Hernandez		TITLE: Owner	
COMPANY NAME: Gatowing Family LLC			
ADDRESS: 5588 Caladonian Ave., Las Vegas NV 89110			
PHONE NUMBERS: 702 237 3672			
ATTORNEY: Corporate Services		PHONE#: 702 214 9400	
INVESTIGATOR: Woods		DATE ASSIGNED: 01/10/2022	

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		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:	
Antonio Vasquez Hernandez 50%	
Mandy Vazquez-Hernandez 50%	
Attach as an exhibit, appropriate proof of ownership interest where applicable	Exhibit B

Briefly describe the responsibilities of each owner.	
Antonio Hernandez: Driver training, hiring/firing, day to day tow operations	
Mandy Hernandez: Driver Qualification and Vehicle Maintenance files, billing, dispatch	

Has the criminal background check disclosed any issue of concern?	YES	NO	X
Name(s): Antonio Vasquez-Hernandez, Mandy Vasquez Hernandez			
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 N/A
---	-----------------------

Identify key personnel who have no ownership interest and briefly describe their responsibilities: None at this time
--

Describe the type and number of vehicles the applicant intends to operate:
A. Type of Vehicles: International medium duty tow
B. Number of Vehicles: 1

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

Describe the facilities to be used for this operation:
Personal residence,
Address (If Known): 5588 Caladonian Aye, Las Vegas, NV 89110
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 X NO
Provide address (if known): Commercial storage/Compliance Item

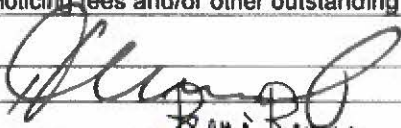



Does the Applicant understand the operating authority sought, and is their plans consistent with the applied authority? YES X NO	
Can the Applicant secure insurance as required by NAC 706.191? YES X NO	
Attach appropriate proof of insurance, or ability to obtain, as an exhibit.	Exhibit D

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
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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 Item

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: Woods		DATE: 3/7/22
REVIEWED BY SUPERVISOR:		DATE: 3/7/22
REVIEWED BY FINANCIAL ANALYST		DATE: 3/11/22
REVIEWED BY APPLICATION MANAGER		DATE: 3/11/22

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#

32

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of Grab N Go Towing,)
 LLC for a certificate of public convenience and)
 necessity to provide consent-only tow car service) Docket 22-02002
 within the State of Nevada.)
 _____)

At a general session of the Nevada Transportation
 Authority held on April 28, 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 February 2, 2022, Grab N Go 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 22-02002.
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 7526** shall be issued to Grab N Go 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: 22-02002		DATE APPLICATION WAS FILED: 02/17/22	
APPLICANT: Preston Andrew Addeo		TITLE: Owner	
COMPANY NAME: Grab N Go Towing, LLC			
ADDRESS: 4663 Marnell Dr Las Vegas NV 89121			
PHONE NUMBERS: 702 680 9654			
ATTORNEY:		PHONE#:	
INVESTIGATOR: Woods		DATE ASSIGNED: 02/17/22	

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

Attach completed Application Oath page as Exhibit A	Exhibit A
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IDENTIFY OWNERSHIP STRUCTURE OF THE PROPOSED OPERATIONS

Corporation		LLC	X	Partnership		Sole Proprietorship	
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Identify each owner and their percentage of ownership:

PRESTON ANDREW ADDEO 100%

Attach as an exhibit, appropriate proof of ownership interest where applicable	Exhibit B
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Briefly describe the responsibilities of each owner.

Preston Andrew Addeo: Driver, managing day to day operations, driver training, hiring firing as needed

Has the criminal background check disclosed any issue of concern?	YES		NO	X
Name(s): Preston Addeo				
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
3/24/22 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.	N/A

Identify key personnel who have no ownership interest and briefly describe their responsibilities:
Yasmeen Barrett: Driver/Vehicle Maintenance files, administrative, dispatch, office management

Describe the type and number of vehicles the applicant intends to operate:	
A. Type of Vehicles: INTERNATIONAL M2 TOW	
B. Number of Vehicles: 1	
	Exhibit
Attach photographs of vehicles as an exhibit.	C
If available, provide copies of vehicle titles and registration.	

Describe the facilities to be used for this operation:	
COMMERCIAL SPACE	
Address (If Known):	
2375 E. TROPICANNA AVE STE 8-126 LAS VEGAS	
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):				

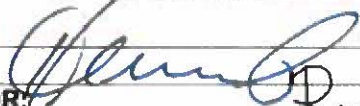
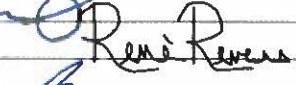
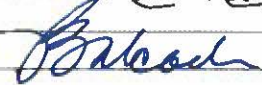
Does the Applicant understand the operating authority sought, and is their plans consistent with the applied authority?	YES	X	NO	
Can the Applicant secure insurance as required by NAC 706.191?	YES	X	NO	
			Exhibit	
Attach appropriate proof of insurance, or ability to obtain, as an exhibit.			D	

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

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

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.
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 tow invoice which includes the CPCN number granted.
9	File a copy of dispatch log in accordance with NRS 706.4465
10	File a tariff for review/approval by the Financial Analyst, which includes a description of the authority granted, CPCN number, and the name and address of the Applicant.
11	(TOW CAR) Apply for a tow car plate(s).
12	(TOW CAR) Provide copy of Amber light Permit.
13	Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list.
14	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.
15	Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority.

INVESTIGATOR: WOODS		DATE: 3/18/22
REVIEWED BY SUPERVISOR:		DATE: 3/21/22
REVIEWED BY FINANCIAL ANALYST		DATE:
REVIEWED BY APPLICATION MANAGER		DATE: 3/24/22

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#

33

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In the Matter of the Application of Lux Bus America)	
Co. for a Certificate of Public Convenience and	)	Docket 20-12013
Necessity to provide intrastate charter bus service)	
within the State of Nevada.)	
_____)	

At a general session of the Nevada Transportation
Authority held on April 28, 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 December 10, 2020 Lux Bus America Co. ("Applicant") filed an Application with the Authority for a Certificate of Public Convenience and Necessity to provide intrastate charter bus service within the State of Nevada. Said Application was designated as Docket 20-12013.
2. That on December 24, 2020 the Application was properly noticed to the public and set forth a deadline of January 27, 2021 to file Petitions for Leave to Intervene ("PLTI").
3. That on January 27, 2021, a PLTI was timely filed by My Ride to Work, LLC, by and through their counsel Brownstein Hyatt Farber Schreck, LLP.
4. That on February 5, 2021, Lux Bus America Co., by and through its attorneys, Allison MacKenzie, LTD. Filed a response to the PLTI.
5. That on March 24, 2021, Commissioner David Newton, filed an order granting the PLTI for safety and insurance related issues only.

6. That on April 6, 2022. My Ride to Work, LLC, by and through their counsel Brownstein Hyatt Farber Schreck, LLP, filed a withdrawal of the PLTI .
7. 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 2311** shall be issued to Lux Bus America Co. authorizing operation in intrastate commerce, 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. 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: 20-12013	DATE APPLICATION WAS FILED: 12/10/2020
APPLICANT: Casey Collier	TITLE: General manager
COMPANY NAME: Lux Bus America Co.	
ADDRESS: 851 East Cerritos Ave. Anaheim Ca. 92805	
PHONE NUMBERS: 714 602 1337	
INVESTIGATOR: Woods	DATE ASSIGNED: 12/18/2020

GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)

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

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

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:
AAAH Holdings, LLC- 100% - this is an investment holding company made up of multiple investors (confidential). The largest individual shareholder of AAAH Holdings, LLC holds approximately 2.9% of the shares.

Attach as an exhibit, appropriate proof of ownership interest where applicable	Exhibit B
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Briefly describe the responsibilities of each owner.
Matt Brown, Operations Manager will be responsible for day to day operations, hiring, firing, maintaining Driver Qualification Files, and Vehicle Maintenance files.

Has the criminal background check disclosed any issue of concern?	YES		NO	X
Name(s): Casey Collier Matt Brown				
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) DOT # 1125439 MC# 459355	YES	X	NO	
Is Applicant operating in another state?	YES	X	NO	
If so, which State and under what type of Authority? (explain) California, Charter Bus Service				

ENTERED
 12/18/21 **DT**

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

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

Identify key personnel who have no ownership interest and briefly describe their responsibilities:
CASEY COLLIER, VP Business Development, WILL MANAGE THE COMPANY AND ITS DAY TO DAY OPERATIONS. MONITOR VEHICLE MAINTENANCE FILES, DRIVER QUALIFICATION FILES, DRIVER TRAINING, HIRING AND FIRING.
MATT BROWN, OPERATIONS MANAGER WILL BE CO-RESPONSIBLE FOR DAY TO DAY OPERATIONS.

Describe the type and number of vehicles the applicant intends to operate:
A. Type of Vehicles: PREVOST 45 PASSENGER BUS
B. Number of Vehicles: 6

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

Describe the facilities to be used for this operation:			
COMMERCIAL BUSINESS			
Address (If Known):			
851 E. CERRITOS AVE. ANAHEIM CA 92805			
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

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

Attach copies of the Applicant's charter orders, <i>03 Jan 17</i>	Exhibit
	F

Does the Applicant understand the requirements contained within 49 CFR 391.51 as they pertain to the establishment and maintenance driver qualification files?	YES	X	NO
Does the Applicant understand the requirements contained within 49 CFR 396 as they pertain to the establishment and maintenance of vehicle maintenance records?	YES	X	NO

Does the Applicant understand the requirement that pertain to the establishment of a substance abuse policy/program as contained in 49 CFR Parts 40, 382?	YES	X	NO
Has the Applicant contracted with a laboratory to perform and monitor their substance abuse program?	YES	X	NO
If so, which laboratory? First Advantage/Wellness Advantage 1 Concourse Pkwy #200 Alabama Georgia, 30328 #800 888 5773			

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	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	Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority.

INVESTIGATOR: WOODS	DATE: 10/05/21
REVIEWED BY SUPERVISOR:	DATE: 10/5/21
REVIEWED BY FINANCIAL ANALYST	DATE: 10/27/21
REVIEWED BY APPLICATION MANAGER	DATE: 10/28/21

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

Agenda Item#

34

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In the Matter of the Application of WTH Commercial)	
Services, LLC for a Certificate of Public Convenience	)	Docket 21-10021
and Necessity to provide intrastate charter bus service)	
within the State of Nevada.)	
_____)	

At a general session of the Nevada Transportation
Authority held on April 28, 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 13, 2021 WTH Commercial Services, 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 21-10021.
2. That the Application was properly noticed to the public and no Petitions for Leave to Intervene were filed.
3. That on December 10, 2021 Matt Morris, Esq. filed a Motion for interim Authority for WTH to operate on an interim temporary basis.
4. That on December 28, 2021 Chairman Dawn Gibbins, serving as Hearing Officer for the Authority, granted the motion.
5. That on January 19, 2022 ELKO, Inc. d/b/a Coach USA filed a Protest of Application for Charter Authority.

6. That on January 21, 2022 Matt Morris, Esq. filed a Motion to Strike the Protest filed by Elko, Inc.
7. That on February 4, 2022 said motion was granted.
8. 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, the Certificate of Public Convenience and Necessity identified as CPCN 2302 shall be CANCELLED and a new permit, designated as **CPCN 2302, Sub 1** shall be issued to WTH Commercial Services, LLC authorizing operation in intrastate commerce, 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 120 days from the date of this Order. If the Applicant fails to comply within 120-day time period, the Deputy Commissioner of the Authority may vacate this Compliance Order and dismiss this Application.
5. The Deputy Commissioner shall be authorized to issue the above-referenced Certificate of Public Convenience and Necessity upon all requirements herein having been met by the Applicant.
6. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

Dawn Gibbons, Chairman

George Assad, Commissioner

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: 21-10021		DATE APPLICATION WAS FILED: 11/4/2021	
APPLICANT: John Montgomery		TITLE: CEO	
COMPANY NAME: WTH COMMERCIAL SERVICES, LLC			
ADDRESS: 7650 Esters Blvd., Irving TX 75063			
PHONE NUMBERS: 972 915 7300			
ATTORNEY: Matt Morris		PHONE#: 702 235 4018 Cell 702 997 7049 Office	
INVESTIGATOR: Woods		DATE ASSIGNED: 11/04/2021	

GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)

WHAT TYPE OF SERVICE IS PROPOSED?

Charter Bus	X
*Tow Car	
*Consent	
*Non-Consent	

IS APPLICANT PRESENTLY PROVIDING ANY TYPE OF SERVICE:

		YES		NO		What type of service?	
Charter Limousine		Charter Bus	X	Contract Carrier		Airport Transfer	
Scenic Tours		Special Services		Taxi		Tow Car	
HHG		NEMT		US DOT Authority	X	Other States	X

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:

Gemini Investors VI, LP 90%
Bedford-Wayne 9.1%
John Montgomery .9%

Attach as an exhibit, appropriate proof of ownership interest where applicable

**Exhibit
B**

Briefly describe the responsibilities of each owner.

John Montgomery CEO, Management of overall Day to Day operations
Cory Peters, Non-Owner, Vice President responsible for hiring firing, vehicle maintenance files, driver qualification files, driver training, day to day operations in Elko.

Has the criminal background check disclosed any issue of concern?

YES NO **X**

Name(s): JOHN MONTGOMERY, CORY PETERS

**Has there been any previous NTA enforcement action?
(Including against the companies drivers)**

YES NO **X**

Does the Applicant have USDOT Authority? (If so, include the SAFER printout as exhibit)

YES **X** NO

Is Applicant operating in another state?

YES **X** NO

If so, which State and under what type of Authority? (explain)

Louisiana, Interstate Charter Bus Service (Wayne Transportation Holdings)

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

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

Identify key personnel who have no ownership interest and briefly describe their responsibilities: Cory Peters, Vice President Oversee Day to Day operations in Elko

Describe the type and number of vehicles the applicant intends to operate:
A. Type of Vehicles: TEMSA TS 45 56 PASSENGER
B. Number of Vehicles: 5

	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: Commercial Business Property
Address (If Known): 102 Rolling Thunder Way, Carlin NV 89882
Does the Applicant have an acceptable Timekeeping method? YES X NO
If Yes, Describe: TIME CLOCK

Does the Applicant plan to store their vehicles at a location other than their business domicile? YES NO X
Provide address (If known): 102 Rolling Thunder Way, Carlin NV 89822

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	

Agenda Item#

35

JAMES STUART KENT
ATTORNEY AND COUNSELOR AT LAW

March 9, 2022



Liz Babcock
Applications Manager
Nevada Transportation Authority
3300 W. Sahara Ave., Suite 200
Las Vegas, Nevada 89102

VIA EMAIL TO dmain@nta.nv.gov
AND ORIGINAL UPON REQUEST

RE: The Butler Transportation, LLC
NTA Docket No.: 20-11018
Motion to Extend Compliance Period (Second Request)

Dear Ms. Babcock:

On behalf of my client, The Butler Transportation, LLC, I am respectfully requesting an extension of their compliance period to September, 2022.

Currently, The Butler Transportation has completed some of the compliance items, with the main item of purchasing a new vehicle still to be completed. Due to COVID and its effects upon industry (such as computer chips and other parts for vehicles), the manufacturing is behind. Attached is documentation from the Mercedes Benz of Henderson dealership indicating the anticipated delivery date of "estimate +6 months" to support the request.

Thank you very much for your consideration of this request.

Very truly yours,

A handwritten signature in black ink, appearing to be "J. S. Kent".

James S. Kent, Esq.

JSK/ad

cc: The Butler Transportation, LLC
Marta Acevedo

Enclosure as stated.

925 Auto Show Drive
Henderson, NV 89014
Phone: (702) 485-3000
www.mbofhenderson.com

Retail Purchase Order



Mercedes-Benz
OF HENDERSON

Purchaser's Name(s) THE BUTLER TRANSPORTATION OF LAS VEGAS D

Deal No.: 87583

Customer No.: _____

Date: 10/01/2021

Purchaser's Address: 12224 CAPE CORTEZ COURT, LAS VEGAS, NV 89138

County: CLARK

Home Phone: N/A Work Phone: N/A

Cell Phone: (702) 556-6600

DOB: / B/

E-Mail: brandon75lee@gmail.com

Salesperson(s): WOODFORD, RICHARD

The above information has been requested so that we may verify your identity in accordance with the USA Patriot Act. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the vehicle you are purchasing is accurate unless otherwise indicated. Please refer to the Federal Statement for full disclosure.

<input checked="" type="checkbox"/> New <input type="checkbox"/> Used	Year <u>2022</u>	Make <u>MERCEDES SPRINTER</u>	Model <u>3500 CGO XD170E</u>	Color <u>BLACK</u>	Stock Number _____
Serial Number <u>Subject to Production + Availability @ Time of Delivery</u>			Odometer Reading _____ <input type="checkbox"/> Not Accurate		
Vehicle Usage <input type="checkbox"/> Personal Use <input type="checkbox"/> Business Use <input type="checkbox"/> Agricultural Use			Prior Use <input type="checkbox"/> Demo <input type="checkbox"/> Rental <input type="checkbox"/> Other _____		
TRADE-IN VEHICLE INFORMATION					
Year	Make	Model	Color	Cash Price of Vehicle	71080.00
VIN	Odometer Reading <input type="checkbox"/> Not Accurate			16 PASSENGER LIMO BY ADF	57396.50
Trade-In Allowance	Trade-In Payoff	Payoff To	Stock No.		
<input type="checkbox"/> Deposit <input type="checkbox"/> Partial Payment A deposit/partial payment in the amount of \$ _____ has been received from you. It is NOT refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the vehicle for _____ days. <input checked="" type="checkbox"/> X					
WARRANTY					
Our Dealership is selling this Vehicle to you AS-IS. We make no representations, promises or warranties express or implied, as to the merchantability of the Vehicle or whether the Vehicle is suitable or fit for particular purpose intended, unless we have done so in this Retail Purchase Order or in a separate written agreement signed by us. However, if we make an express warranty in this Order or in a separate written agreement or, within 90 days after the date of this Order, we enter into a service contract with you that applies to the Vehicle, the exclusion of implied warranties set forth in this paragraph does not exclude any implied warranties that may exist with respect to the Vehicle during the term of the agreement in which the express warranty is made. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.					
CONTRACTUAL DISCLOSURE STATEMENT (Used Vehicle Only)					
The information you see on the window sticker for this Vehicle is part of this contract. Information on the window sticker overrides any contrary provisions in the sale contract. <input type="checkbox"/> Used Vehicle Limited Warranty We are providing the attached Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.					
OTHER AGREEMENTS					
<input type="checkbox"/> If box is checked, please see attached Delivery Confirmation. <input type="checkbox"/> If box is checked and you sign here, the attached Spot Delivery Agreement — Notice of Recession is applicable to this agreement. <input checked="" type="checkbox"/> X					
<u>PRICES ARE ESTIMATES BASED ON CURRENT MARKET</u> <u>SUBJECT TO CHANGE AT TIME OF DELIVERY</u>					
Emission Inspection Fee					
Doc Fee				795.00	
Taxable Selling Price				129271.50	
Sales Tax				10826.49	
Registration Fee					
Title Fee				28.25	
Trade-In Allowance					
Payoff Balance					
Total Due				140126.24	
Rebate					
Trade-In Sales Tax Credit					
Deposit / Partial Payment				60126.24	
60 PAYMENTS OF \$ 1509.11					
UNPAID BALANCE DUE				80000.00	

I hereby acknowledge that this Retail Purchase Order Agreement is complete and accurate. I have read and accept the terms and conditions of this Agreement, including the terms and conditions that appear on the reverse side. This Agreement shall not become binding until accepted by an Authorized Dealership Representative.

Purchaser _____ Date 10/01/2021

Authorized Dealership Representative [Signature] Date 10/01/2021

Purchaser _____ Date _____

Agenda Item#

36

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In the Matter of the Request of Eagle Ridge Capital,)	
LLC d/b/a DeanMark Roadside Assistance to	)	Docket 22-03033
discontinue operations authorized under Certificate of)	
Public Convenience and Necessity 7461, from March)	
18, 2022 through September 18, 2022.)	

At a general session of the Nevada Transportation
Authority held on April 28, 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 March 18, 2022, Ebuka Ikeh, Owner of Eagle Ridge Capital, LLC d/b/a DeanMark Roadside Assistance ("Petitioner") filed a Request, designated as Docket 22-03033, with the Authority to temporarily discontinue operations authorized under Certificate of Public Convenience and Necessity ("CPCN") 7461, for the period of March 18, 2022 through September 18, 2022. The Request was filed pursuant to Chapters 706 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC").
2. That the Request on file herein comes within the purview of the statutes of the State of Nevada.
3. That the 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 Eagle Ridge Capital, LLC d/b/a DeanMark Roadside Assistance to temporarily discontinue operations authorized under CPCN 7461, is hereby GRANTED for the

period of March 18, 2022 through September 18, 2022 subject to the condition set forth in subparagraph 2 below.

2. Prior to resuming operations under CPCN 7491, 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. File with the Authority the necessary insurance (Certificate of insurance and Schedule of Autos) describing liability limits and vehicles covered
 - d. Ensure that all drivers have applied for drivers' permit,
 - e. Provide proof of enrollment in a random drug testing consortium and current enrollment list,
 - f. Ensure all vehicles have current decals, and
 - g. Pay all fines and fees due to the Authority.
3. The Authority retains jurisdiction for the purpose of correcting any errors that may have occurred in the drafting or issuance of this Order.

By the Authority,

Dawn Gibbons, Chairman

George Assad, Commissioner

R. David Groover

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

3/18/22 rmb
DT/NTA

State of Nevada
Department of Business and Industry
Nevada Transportation Authority

22-03033
RECEIVED
MAR 18 2022
Nevada Transportation Authority
Nevada, NV 89502

Request to Temporarily Discontinue Service

Company Name: Eagle Ridge Capital LLC d/b/a DeanMark Rescues
Address: 1301 Bluff Ave
City, State, Zip: N Las Vegas NV 89030
CPCN: 7461

In accordance with NRS 706.341 and NAC 706.356, the above-named certificate holder would like to temporarily discontinue service, from 03/18/22 to 09/18/22. (Not to exceed 6 months)

This request is due to: Truck Broke down and is currently
in operational and would be searching for new one.

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]
Signature of Certificate Holder

Stevens Hill
Printed name of Certificate Holder

347 484 5071

Phone number

Fax number

DeanMarkRescue@gmail.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#

37

Portofino Tours Service, Inc. d/b/a SEEUSATOURS
Docket 20-03022
April 28, 2022 General Session

This carrier has been on a temporary discontinuance since September 19, 2020.

Below is a summary of the requests for temporary discontinuance:

Period Requested	Reasons Stated
March 2020 to September 2020	COVID-19
September 2020 to March 2021	SAME
March 2021 to September 2021	SAME
Extended to March 2022 per staff's deviation (21-02008)	

The carrier filed for an extension of temporary discontinuance from March 18, 2022 through September 18, 2022. The reason stated as Lack of business due to pandemic COVID-19. Generally Staff does not support extensions based on COVID-19. However, this is a contract carrier who has one contract with Travel Plan USA, Inc. who serves tourist from Europe. The carrier has provided additional information (Attachment A). Staff supports this request.

Should this request be denied by the Authority, Staff is requesting issuance of an Order to Show Cause as to why Permit MV 6142 should not be revoked.

Liz Babcock

From: Gerardo Arino <gerardo.arino@seeusatours.com>
Sent: Wednesday, March 9, 2022 11:17 PM
To: Liz Babcock
Cc: Rossana Bologna; Mr. Jonatan Casacuberta
Subject: Extension requested. MV 6142, PortofinoTours Services Inc. d.b.a. Seeusatours.

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Ref: support for the request for extension of temporary suspension of NTA license.

Dear Liz

Unfortunately, as a result of Europe being the main customer origination market for Las Vegas that Portofino Tours Services Inc has in its portfolio, we have not achieved a recovery that justifies the resumption of our activity as a receptive Tour Operator. The Pandemic and the current Geo-Political situation in Europe tells us that we must wait a few months until signs of real stability are detected.

For these reasons, please kindly grant the requested extension.

Thank you very much for your cooperation and understanding.

Regards

Gerardo Arino
CEO
Portofino Tours services Inc.
d.b.a Seeusatours

20-03022

37

State of Nevada
Department of Business and Industry
Nevada Transportation Authority

RECEIVED

MAR 09 2022

Request to Temporarily Discontinue Service

Company Name: PORTOFINO TOURS SERVICE DBA SECRET SERVICESAddress: 2595 CHANDLER AV #2 W 6142City, State, Zip: LAS VEGAS NV 89120CPCN: 6142

EXTENSION

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from 03/18/2022 to 09/18/2022.
(Not to exceed 6 months)

This request is due to: LACK of BUSINESS due to PANDEMICCOVID-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

GERARDO ARINO

Printed name of Certificate Holder

347-4199929

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.

Agenda Item#

38

Vegas Strip Transportation, LLC
Docket 20-03034
April 28, 2022 General Session

This carrier has been on a temporary discontinuance since March 20, 2020.

Below is a summary of the requests for temporary discontinuance:

Period Requested	Reasons Stated
March 2020 to September 2020	COVID-19
September 2020 to March 2021	SAME
March 2021 to September 2021	SAME
Extended to March 2022 per staff's deviation (21-02008)	

The carrier filed for an extension of temporary discontinuance from March 20, 2022 through May 20, 2022. The reason stated as Vehicle and Insurance. Staff requested further information and was informed by Stanley Chomer, Owner of Vegas Strip Transportation, that he is obtaining the vehicle and insurance to go back into operations. If the carrier resumes operations prior to April 28, 2022 this item will be removed from consideration.

Should this request be denied by the Authority, Staff is requesting issuance of an Order to Show Cause as to why CPCN 2143 should not be revoked.

20-03034

RECEIVED

MAR 15 2022

Nevada Transportation Authority
Las Vegas, Nevada

State of Nevada
Department of Business and Industry
Nevada Transportation Authority

Request to Temporarily Discontinue Service *Extension*

Company Name: Vegas Strip Transportation

Address: 3776 Howard Hughes Pkwy #526

City, State, Zip: Las Vegas, NV 89169

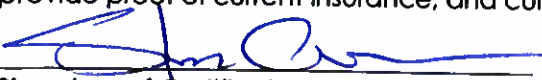
CPCN: 2143

In accordance with NRS 706.341, the above named certificate holder would like to temporarily discontinue service, from March 20th 2022 to May 20th 2022

This request is due to: Vehicle and insurance (Not to exceed 6 months)

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

Stanley Chomev
Printed name of Certificate Holder

702-528-3900

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.

Agenda Item#

39

AKT, LLC
Docket 20-04034
April 28, 2022 General Session

This carrier has been on a temporary discontinuance since April 30, 2020.

Below is a summary of the requests for temporary discontinuance:

Period Requested	Reasons Stated
April 2020 to September 2020	COVID-19
September 2020 to March 2021	SAME
March 2021 to September 21	SAME
Extended to March 2022 per staff's deviation (21-02008)	

The carrier filed for an extension of temporary discontinuance from March 17, 2022 through September 17, 2022. The reason stated as COVID-19 illness in family. Staff does not support extensions based on COVID-19.

Should this request be denied by the Authority, Staff is requesting issuance of an Order to Show Cause as to why CPCN 2218 should not be revoked.

20-04034
RECEIVED
MAR 17 2022

Nevada Transportation Authority
Las Vegas Nevada

Extension

State of Nevada
Department of Business and Industry
Nevada Transportation Authority

39

Request to Temporarily Discontinue Service

Company Name: AKT LLC

Address: 5147 Hedderly CT Apt-D

City, State, Zip: Las Vegas, NV, 89118

CPCN: 2269

In accordance with NRS 706.341 and NAC 706.356, the above-named certificate holder would like to temporarily discontinue service, from 02-18-2022 to 09-18-2022 (not to exceed 6 months)

This request is due to: COVID 19 Fitness in family.

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]
Signature of Certificate Holder

Akiva Tadesse
Printed name of Certificate Holder

702-788-0458
Phone number Fax number

AkivaTadesse24@yahoo.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 68546.

Agenda Item#

40

U.S. Party Bus, LLC
Docket 21-04013
April 28, 2022 General Session

This carrier has been on a temporary discontinuance since September 19, 2020.

Below is a summary of the requests for temporary discontinuance:

Period Requested	Reasons Stated
September 2020 to June 2021	COVID-19
Extended to September 2021 per staff's deviation (21-02008)	
September 2021 to March 2022	SAME

The carrier filed for an extension of temporary discontinuance from March 18, 2022 through September 18, 2022. The reason stated as COVID-19. Staff does not support extensions based on COVID-19.

Should this request be denied by the Authority, Staff is requesting issuance of an Order to Show Cause as to why CPCN 2218 should not be revoked.

State of Nevada
Department of Business and Industry
Nevada Transportation Authority

Request to Temporarily Discontinue Service

Company Name: U. S. Party bus ,LLC

Address: 7337 burnt umber st.

City, State, Zip: Las Vegas , NV 89139

CPCN: 2218

In accordance with NRS 706.341 and NAC 706.356, the above-named certificate holder would like to temporarily discontinue service, from 03/12/22 to 09/18/22. (Not to exceed 6 months)

This request is due to: Covid-19

OPERATIONS CONDUCTED BY THE REQUESTING CERTIFICATE HOLDER MUST CONTINUE UNTIL THE NEVADA TRANSPORTATION AUTHORITY ISSUES AN ORDER GRANTING A TEMPORARY DISCONTINUANCE OF SERVICE.

If you wish to resume operations prior to the end date of this request, you must first notify the Nevada Transportation Authority in writing, stating the date you intend to begin service, and provide proof of current insurance, and current tariffs, if applicable.


Signature of Certificate Holder

Yohanes tegafaw

Printed name of Certificate Holder

702-541-3578

Phone number

Fax number

Yohanest2000@yahoo.com

Email Address



Submit both pages of this Request to:

Nevada Transportation Authority
3300 West Sahara Avenue 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#

41

Vegas Black Car, LLC
d/b/a VBC
Docket 20-01011
April 28, 2022 General Session

This carrier has been on a temporary discontinuance since December 3, 2019.

Below is a summary of its requests for temporary discontinuance:

Period Requested	Reasons Stated
December 2019 to March 2020	Vehicle Repairs
March 2020 to September 2020	COVID
September 2020 to March 2021	SAME
March 2021 to September 2021	COVID, MGT RESTRUCTURE
September 2021 to March 2022	SAME

The period granted expired on March 26, 2022.

Staff is not supporting the carrier's last request and is requesting issuance of an Order to Show Cause as to why CPCN 2256 should not be revoked.

Note – on April 12, 2022 the carrier filed a request to extend the temporary discontinuance for an additional 6 months due to Member's personal health recovers and management reorganization/sell.

Agenda Item# 42

Power Wheels Towing, LLC.
d/b/a Power Wheels Towing
Docket 20-02010
April 28, 2022 General Session

This carrier has been on a temporary discontinuance since February 11, 2020.

Below is a summary of its requests for temporary discontinuance:

Period Requested	Reasons Stated
February 2020 to August 2020	Insurance
August 2020 to February 2021	Same
January 2021 to June 2021	Same
June 2021 to December 2021	Same
December 2021 to May 2022 (filed retroactively)	DENIED

The last request for temporary discontinuance was denied at the March 24, 2022 general session.

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

Agenda Item#

43

Las Vegas Transportation & Tours, LLC.
d/b/a LVTT
Docket 20-03014
April 28, 2022 General Session

This carrier has been on a temporary discontinuance since March 12, 2020.

Below is a summary of its requests for temporary discontinuance:

Period Requested	Reasons Stated
March 2020 to September 2020	COVID
September 2020 to March 2021	SAME
March 2021 to September 2021	SAME
Extended to March 2022 per staff's deviation (21-02008)	SAME
March 2022 to September 2022	DENIED

The period of temporary discontinuance was extended to a period of one year at the March 4, 2021 general session granted under Staff's approved deviation under docket 21-02008.

The fourth Request for temporary discontinuance was denied at the March 24, 2022 general session.

Staff is requesting issuance of an Order to Show Cause as to why CPCN 2268 should not be revoked.

Agenda Item#

44

Motodudes, Inc.
Docket 20-04021
April 28, 2022 General Session

This carrier has been on a temporary discontinuance since April 1, 2020.

Below is a summary of its requests for temporary discontinuance:

Period Requested	Reasons Stated
April 2020 to September 2020	COVID-19
September 2020 to March 2021	Same
March 2021 to September 2021	Same
September 2021 to March 2022	Same

The period granted expired on March 20, 2022.

Staff is requesting issuance of an Order to Show Cause as to why CPCN 1137 should not be revoked.

Agenda Item#

45

Uthiopia, LLC
d/b/a Winner Transportation
Docket 20-04027
April 28, 2022 General Session

This carrier has been on a temporary discontinuance since April 23, 2020.

Below is a summary of its requests for temporary discontinuance:

Period Requested	Reasons Stated
April 2020 to August 2020	COVID-19
August 2020 to February 2021	Same
February 2021 to August 2021	Same
Extended to February 2022 per staff's deviation (21-02008)	

The period granted expired on February 22, 2022. 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 2151 should not be revoked.

Agenda Item# 46

Annie Bananies Charters, Inc.
Docket 20-05012
April 28, 2022 General Session

This carrier has been on a temporary discontinuance since March 18, 2020.

Below is a summary of its requests for temporary discontinuance:

Period Requested	Reasons Stated
March 2020 to September 2020	COVID-19
September 2020 to March 2021	Same
March 2021 to September 2021	Same
Extended to March 2022 per staff's deviation (21-02008)	Same
March 2022 to September 2022	DENIED at March 24, 2022 general session

The last request for temporary discontinuance was denied at the March 24, 2022 general session.

Staff is requesting issuance of an Order to Show Cause as to why CPCN 2214 should not be revoked.

Agenda Item#

47

Item #47

Docket 20-05017

Has been removed from this
agenda

Agenda Item#

48

Double Decker Bus Company of Las Vegas, LLC
Docket 20-07017
April 28, 2022 General Session

This carrier has been on a temporary discontinuance since July 24, 2020.

Below is a summary of its requests for temporary discontinuance:

Period Requested	Reasons Stated
July 2020 to January 2021	COVID-19
January 2021 to January 2022	Same
January 2022 to July 2022	DENIED at the March 2022 general session

The last request for temporary discontinuance was denied at the March 24, 2022 general session.

Staff is requesting issuance of an Order to Show Cause as to why CPCN 2120 should not be revoked.

Agenda Item#

49

Desert Sky Transportation, Inc.
d/b/a Desert Sky
Docket 20-07020
April 28, 2022 General Session

This carrier has been on a temporary discontinuance since March 15, 2020.

Below is a summary of its requests for temporary discontinuance:

Period Requested	Reasons Stated
March 2020 to September 2020	COVID-19 and foreign country's quarantine travel restrictions
September 2020 to March 2021	Same
March 2021 to September 2021	Same
September 2021 to March 2022	Same

The period of temporary discontinuance was extended to a period of one year at the April 8, 2021 general session granted under Staff's approved deviation under docket 21-02008.

The period granted expired on March 15, 2022. 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 MV 6138 should not be revoked.

Agenda Item#

50

Start Express Transportation, LLC
Docket 20-08020
April 28, 2022 General Session

This carrier has been on a temporary discontinuance since August 20, 2020.

Below is a summary of its requests for temporary discontinuance:

Period Requested	Reasons Stated
August 2020 to February 2021	COVID-19
February 2021 to August 2021	Same
Extended to February 2022 per staff's deviation (21-02008)	
February 2022 to August 2022	DENIED at the March 2022 general session

The last request for temporary discontinuance was denied at the March 24, 2022 general session

Staff is requesting issuance of an Order to Show Cause as to why CPCN 2208 should not be revoked.

Agenda Item#

51

A&K Towing and Recovery, Inc.
Docket 20-10018
April 28, 2022 General Session

This carrier has been on a temporary discontinuance since October 11, 2020.

Below is a summary of its requests for temporary discontinuance:

Period Requested	Reasons Stated
Oct 2020 to March 2021	All trucks were down for repairs
March 2021 to September 2021	COVID-19 and no business
Extended to March 2022 per staff's deviation (21-02008)	

The period granted expired on March 9, 2022. 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 7300 should not be revoked.

Agenda Item#

52

Erik McKissick d/b/a Active Movers
Docket 21-03004
April 28, 2022 General Session

This carrier has been on a temporary discontinuance since March 1, 2021.

Below is a summary of its requests for temporary discontinuance:

Period Requested	Reasons Stated
March 2021 to August 2021	COVID-19 and owner had a heart attack
Extended to March 2022 per staff's deviation (21-02008)	

The period granted expired on February 28 2022.

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 3347 should not be revoked.

Agenda Item#

53

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Petition of All Star Towing, LLC, d/b/a)	
All Star Towing seeking authority to add a fictitious	)	Docket 22-02015
name to do business as Superior Towing for)	
operations conducted under CPCN 7317.)	
_____)	

At a general session of the Nevada Transportation
 Authority held on April 28, 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 March 14, 2014 the Authority issued Certificate of Public Convenience and Necessity ("CPCN") 7317 to All Star Towing, LLC, d/b/a All Star Towing (Petitioner) to provide consent and non-consent tow car service within the State of Nevada. .
2. That on February 11, 2022, the Petitioner filed a Petition to Change Name seeking to add a second fictitious name to do business as Superior Towing for operations conducted under CPCN 7317. Said Petition was designated as 22-02015.
3. That the adding of the second fictitious name does not involve a change in the location or management of the Petitioner.
4. That granting the requested name change will be consistent with the public interest and will not operate to defeat the legislative policy set forth in Nevada Revised Statue ("NRS") 706.151.

///

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

1. The approval of the request of the Petitioner seeking authority to do business as Superior Towing for operations conducted under CPCN 7317 is hereby **GRANTED**.
2. CPCN 7317, issued to All Star Towing, LLC, d/b/a All Star Towing shall be CANCELLED, and a new CPCN designated **as CPCN 7317, Sub 1**, shall be issued to All Star Towing, LLC, d/b/a All Star Towing d/b/a Superior Towing authorizing transportation in intrastate commerce as follows:

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

Between points and places within the State of Nevada.

3. Before issuance of the Certificate referred to hereinabove, the Petitioner shall be required to file for approval by the Authority Staff, a final tariff that includes a description of the authority granted, CPCN number, name, and address
4. The Deputy Commissioner of the Authority is authorized to issue the CPCN referred to hereinabove.

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5. 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

Agenda Item#

54

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of United Moving Solutions,)
 Inc. d/b/a United Moving Solutions for authority to) Docket 22-03005
 modify tariff rates pursuant to NAC 706.1384.)
 _____)

At a general session of the Nevada Transportation
 Authority held on April 28, 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 United Moving Solutions, Inc. d/b/a United Moving Solutions ("Applicant"), a carrier certificated to provide transportation of household goods as described in Certificate of Public Convenience and Necessity ("CPCN") 3371, 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 10% Discount on furnished vehicle rates for moves with a minimum of 3 men with one furnished vehicle.
 - b. Add a 5% Military and Senior Discount.
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 tariff modification was March, 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 United Moving Solutions, Inc. d/b/a United Moving Solutions 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

**UNITED MOVING SOLUTIONS
INCORPORATED dba UNITED MOVING
SOLUTIONS
CPCN 3371**

HOUSEHOLD GOODS TARIFF NO. 1

RULES AND REGULATIONS

Rule No. 270	<p>PICK-UP AND DELIVERY AT WAREHOUSE</p> <p>Except as otherwise provided herein, if shipment is delivered to or picked up at a warehouse, the rates for transportation include only the loading or unloading at the door, platform, dock or other point convenient or accessible to the vehicle.</p>																				
Rule No. 280	<p>HOURLY RATES AND CHARGES</p> <p>Carrier will charge rates appearing in this Rule on shipments moving between points and places within Clark, Lincoln, and Nye Counties, Nevada on the one hand and the State of Nevada on the other. Chargeable time will include loading and unloading, driving time between the origin and the destination. Any packing material and/or containers, which become the property of the shipper, shall be charged for based on the rates in this Rule. Shipments are to be released at a value not exceeding 60 cents (\$.60) per pound per article unless additional insurance is purchased by shipper exceeding that value. Rates in this Rule apply to shipments defined in Rule 40 and apply seven (7) days a week.</p> <p>(A) Applying to shipments having a point of origin and destination between points and places within Clark, Lincoln, and Nye Counties, Nevada on the one hand and the State of Nevada on the other:</p> <table> <tr> <td>Furnish Vehicle (regular box truck)</td><td>\$100.00 per day</td></tr> <tr> <td>Furnish Vehicle (18-wheeler)</td><td>\$150.00 per day</td></tr> <tr> <td>Furnish Vehicle (van/pickup truck)</td><td>\$50.00 per day</td></tr> <tr> <td>Driver</td><td>\$45.00 per hour</td></tr> <tr> <td>Packer, Unpacker</td><td>\$40.00 per hour</td></tr> <tr> <td>Stocker</td><td>\$30.00 per hour</td></tr> <tr> <td>Helper</td><td>\$40.00 per hour</td></tr> <tr> <td>Other Extra Help</td><td>\$30.00 per hour</td></tr> <tr> <td>Field Supervisor</td><td>\$50.00 per hour</td></tr> <tr> <td>CDL Driver</td><td>\$45.00 per hour</td></tr> </table>	Furnish Vehicle (regular box truck)	\$100.00 per day	Furnish Vehicle (18-wheeler)	\$150.00 per day	Furnish Vehicle (van/pickup truck)	\$50.00 per day	Driver	\$45.00 per hour	Packer, Unpacker	\$40.00 per hour	Stocker	\$30.00 per hour	Helper	\$40.00 per hour	Other Extra Help	\$30.00 per hour	Field Supervisor	\$50.00 per hour	CDL Driver	\$45.00 per hour
Furnish Vehicle (regular box truck)	\$100.00 per day																				
Furnish Vehicle (18-wheeler)	\$150.00 per day																				
Furnish Vehicle (van/pickup truck)	\$50.00 per day																				
Driver	\$45.00 per hour																				
Packer, Unpacker	\$40.00 per hour																				
Stocker	\$30.00 per hour																				
Helper	\$40.00 per hour																				
Other Extra Help	\$30.00 per hour																				
Field Supervisor	\$50.00 per hour																				
CDL Driver	\$45.00 per hour																				
Issued:	<p>Issued by: Irina Shalina United Moving Solutions Inc. dba United Moving Solutions 5470 Wynn Road, Suite 100 Las Vegas, NV 89118</p>																				
	<p>Effective:</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>ACCEPTED</p> <p>MAR 19 2021</p> <p>Nevada Transportation Authority Las Vegas, Nevada</p> </div>																				

**UNITED MOVING SOLUTIONS
INCORPORATED dba UNITED MOVING
SOLUTIONS
CPCN 3371**

HOUSEHOLD GOODS TARIFF NO. 1

RULES AND REGULATIONS

Rule No. 270	PICK-UP AND DELIVERY AT WAREHOUSE Except as otherwise provided herein, if shipment is delivered to or picked up at warehouse, the rates for transportation include only the loading or unloading at the door, platform, dock or other point convenient or accessible to the vehicle.	
Rule No. 280	HOURLY RATES AND CHARGES Carrier will charge rates appearing in this Rule on shipments moving between points and places within Clark, Lincoln, and Nye Counties, Nevada on the one hand and the State of Nevada on the other. Chargeable time will include loading and unloading, driving time between the origin and the destination. Any packing material and/or containers, which become the property of the shipper, shall be charged based on the rates in this Rule. Shipments are to be released at a value not exceeding 60 cents (\$.60) per pound per article unless additional insurance is purchased by shipper exceeding that value. Rates in this Rule apply to shipments defined in Rule 40 and apply seven (7) days a week. A. Applying to shipments having a point of origin and destination between points and places within Clark, Lincoln, and Nye Counties, Nevada on the one hand and the State of Nevada on the other: Furnish Vehicle (regular box truck) \$100.00 per day Furnish Vehicle (18-wheeler) \$150.00 per day Furnish Vehicle (van/pickup truck) \$50.00 per day Driver \$45.00 per hour Packer, Unpacker \$40.00 per hour Stocker \$30.00 per hour Helper \$40.00 per hour Other Extra Help \$30.00 per hour Field Supervisor \$50.00 per hour CDL Driver \$45.00 per hour DISCOUNTS <ul style="list-style-type: none">• 10% Discount on furnished vehicle(s) rate. This discount requires a minimum of 3 man move with 1 furnished vehicle. Not combined with any other offer.• 5% Military and Senior Discount. Applies to active-duty military and seniors over 60 with proper identification. Not combined with any other offer.	
Issued:	Issued by: Irina Shalina United Moving Solutions Inc. dba United Moving Solutions 5470 Wynn Road, Suite 100 Las Vegas, NV 89118	Effective:

Agenda Item#

55

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of Champion Movers, LLC)
 d/b/a Champion Movers for authority to modify tariff) Docket 22-03012
 rates pursuant to NAC 706.1384.)
 _____)

At a general session of the Nevada Transportation
 Authority held on April 28, 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 March 9, 2022, an Application was filed with the Authority by Champion Movers, LLC d/b/a Champion Movers ("Applicant"), a carrier certificated to provide transportation of household goods as described in Certificate of Public Convenience and Necessity ("CPCN") 3337, Sub 3 for authority to modify tariff rates pursuant to NAC 706.1384. Said Application was designated as docket 22-03012.
2. That on March 10, 2022 the Applicant 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 March 28, 2022, Commissioner Groover, acting as a Hearing Officer, granted interim authority.
5. That the Applicant seeks to increase the following hourly rates:

Service	Old Rate	New Rate
Vehicle, flat rate	\$100.00	\$125.00
Driver, per hour	\$45.00	\$60.00
Mover, per hour	\$40.00	\$50.00

6. That the proposed hourly rates are within the range of rates for similar services.
7. That the Applicant has not requested a rate increase since March 2019.
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 Champion Movers, LLC d/b/a Champion 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

CHAMPION MOVERS
HOUSEHOLD GOODS TARIFF NO. 1

RULES AND REGULATIONS

Rule No.**300****APPLICATION OF RATES**

Carrier will charge hourly rates appearing in this item for use of vehicle, mileage and labor. All Shipments are subject to the (2)Two hour minimum charge plus a \$100 vehicle charge Per vehicle in addition to the hourly rates and mileage chart listed below.

The carrier will charge in 15 minute increments for driver & mover after the initial 2 hour minimum.

Rates for additional vehicles are based on \$100 per vehicle. Drivers \$45 per hour and Movers \$40 Per hour are added by the Same calculation as indicated in section (A).

Travel time rates over 239 Miles are based on 1 hour Every 39 Miles as indicated in section (B).

Hourly rates (Minimum 2 hours + \$100 vehicle/mileage charge) are as follows.

1 Driver \$45, 1 Mover \$40 = \$85 per hr = \$170 + \$100 vehicle/mileage...2hr mini \$270
 1 Driver \$45, 2 Mover \$80 = \$125 per hr = \$250 + \$100 vehicle/mileage...2hr mini \$350
 1 Driver \$45, 3 Mover \$120 = \$165 per hr = \$330 + \$100 vehicle/mileage...2hr mini \$430
 2 Driver \$90, 2 Mover \$80 = \$170 per hr = \$340 + \$200 vehicle/mileage...2hr mini \$540
 2 Driver \$90, 3 Mover \$120 = \$210 per hr = \$420 + \$200 vehicle/mileage...2hr mini \$620
 2 Driver \$90, 4 Mover \$160 = \$250 per hr = \$500 + \$200 vehicle/mileage...2hr mini \$700

(B) Travel time rates, per vehicle (charges & mileage begin & end at carriers domicile).
 0-39 miles...Included in two hour minimum / 120-159 miles..3 hours additional charged
 40-79 miles.....1 hour additional charged / 160-199 miles..4 hours additional charged
 80-119 miles2 hours additional charged / 200-239 miles.. 5 hours additional charged

(C) Overtime rates

Overtime at 150 percent of regular rates apply after 8 consecutive hours per day per move

Issued:

03-07-19

Issued by:

Moshe Alosch
 Owner ,Manager
 Champion Movers, LLC
 4420 Andrews St. Suite C
 North Las Vegas, NV 89081

Effective:**ACCEPTED****MAR 26 2019**

Nevada Transportation Authority
 Las Vegas, Nevada

CHAMPION MOVERS

HOUSEHOLD GOODS TARIFF NO. 1

RULES AND REGULATIONS

Rule No.

300

APPLICATION OF RATES

Carrier will charge hourly rates appearing in this item for use of vehicle, mileage and labor. All Shipments are subject to the (2) Two-hour minimum charge plus a \$125 vehicle charge Per vehicle in addition to the hourly rates and mileage chart listed below.

The carrier will charge in 15-minute increments for driver & mover after the initial 2 hours minimum.

Rates for additional vehicles are based on \$125 per vehicle. Drivers \$60 per hour and Movers \$50 Per hour are added by the Same calculation as indicated in section (A).

Travel time rates over 239 Miles are based on 1 hour Every 39 Miles as indicated in section (B).

Hourly rates (Minimum 2 hours + \$125 vehicle/mileage charge) are as follows.

1 Driver \$60, 1 Mover \$50 = \$110 per hr. = \$220 + \$125 vehicle/mileage...2hr mini \$345

1 Driver \$60, 2 Mover \$100 = \$160 per hr. = \$320 + \$125 vehicle/mileage...2hr mini \$455

1 Driver \$60, 3 Mover \$150 = \$210 per hr. = \$420 + \$125 vehicle/mileage...2hr mini \$545

2 Driver \$120, 2 Mover \$100 = \$220 per hr. = \$440 + \$250 vehicle/mileage...2hr mini \$690

2 Driver \$120, 3 Mover \$150 = \$270 per hr. = \$520 + \$250 vehicle/mileage...2hr mini \$770

2 Driver \$120, 4 Mover \$200 = \$320 per hr. = \$640 + \$250 vehicle/mileage...2hr mini \$890

(B) Travel time rates, per vehicle (charges & mileage begin & end at carriers' domicile).

0-39 miles...Included in two hour minimum / 120-159 miles.3 hours additional charged

40-79 miles.....1 hour additional charged / 160-199 miles.4 hours additional charged

80-119 miles2 hours additional charged / 200-239 miles.. 5 hours additional charged

(C) Overtime rates

Overtime at 150 percent of regular rates apply after 8 consecutive hours per day per move

Issued:

03-07-2022

Issued by:

Moshe Alosch
Owner, Manager
Champion Movers, LLC
4420 Andrews St. Suite C
North Las Vegas, NV 89081

Effective:



Agenda Item#

56

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of Las Vegas VIP Limousines,)	
LLC d/b/a VIP Limousines of Nevada for authority to	)	Docket 22-03035
modify tariff rates pursuant to NAC 706.1384.)	
)	

At a general session of the Nevada Transportation
Authority held on April 28, 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 Las Vegas VIP Limousines, LLC d/b/a VIP Limousines of Nevada, a carrier certificated to provide charter limousine service as described in Certificate of Public Convenience and Necessity ("CPCN") 1103, 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:
 - a. Decrease the individual luggage maximum weight accepted from seventy (70) pounds to sixty (60) pounds.
 - b. Increase the credit card fee from 2.5% to 3% on all transactions.
 - c. Add a COVID-19 fee of \$2.50/\$5.00 per charter order.
 - d. Add an infant car seat rental fee of \$15.00 per car seat.

- e. Increase the following hourly rates between 3% to 14% and add a 14-passenger SUV limousine. All half hour rates are half of the hourly rate; passenger count does not include the driver.

	Service/Vehicle	All Others			(A) 30-Hr Discount			(B) 60-Hr Discount			(D&E) 10% Discount		
		Old	New	%	Old	New	%	Old	New	%	Old	New	%
1	7-Passenger SUV	50	52	4%	45	47	4%	40	42	5%	45	46.80	4%
2	7-Passenger Limousine	65	67	3%	55	57	4%	50	52	4%	58.50	60.30	3%
3	9-passenger Limousine	72	74	3%	68	70	3%	65	67	3%	63	66.60	6%
4	14-Passenger SUV Limousine	110	125	14%	105	110	5%	100	105	5%	99	112.50	14%
5	14-Passenger Van	65	70	8%	55	60	9%	50	55	10%	58.50	63	8%

4. That the proposed tariff rates are within the range of rates currently used by the industry for similar services.
5. That their last tariff modification was in November 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. The tariff modification proposed by Las Vegas VIP Limousines, LLC d/b/a VIP Limousines of Nevada is hereby GRANTED.

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

By the Authority,

Dawn Gibbons, Chairman

George Assad, Commissioner

R. David Groover, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

Original Page 4
NTA

**Las Vegas VIP Limousines, LLC
Dbas; VIP LIMOUSINES OF NEVADA
CHARTER LIMOUSINE TARIFF 1**

Rule No	RULES AND REGULATIONS
5	<u>Application of Tariff</u> Rates in this Tariff cover ground transportation of passengers and their luggage, as provided in the Carrier's Operating Authority in charter limousine operations within Clark County on the one hand and points and places within the State of Nevada on the other.
10	<u>Application of Rates and Charges</u> Rates, charges and passenger capacity are listed on Page 7 thru 9. The length of time of charter will be determined from the pickup site to the drop off site.
15	<u>Fare - Minimum</u> A minimum of one hour of fares must be paid to warrant service being offered.
20	<u>Children - Unaccompanied</u> No person under the age of 18 will be permitted to take part in service, unless a parent, guardian or other responsible adult accompanies the minor. We define as an adult any person who is 18 years of age, or older who is responsible for the care and supervision of the child during the transportation.
30	<u>Luggage</u> One piece of luggage per person, not to exceed 70(seventy) pounds per passenger. Carrier will not be liable for loss or damage to luggage or contents thereof unless occasioned by lack of reasonable care on its part and then only to the maximum liability of \$250.00 for loss of, or damage to, any single piece of luggage, including its contents. Items such as explosives, inflammables, or harmful liquids will not be transported.

Issued:	Issued by: Neil E. Farrell, President VIP LIMOUSINES OF NEVADA 3250 Pollux Avenue, Suite A Las Vegas, NV 89102	Effective: ACCEPTED NOV 08 2019 Nevada Transportation Authority Las Vegas, Nevada
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Original Page 5
NTA

Las Vegas VIP Limousines, LLC
Dbas; VIP LIMOUSINES OF NEVADA
CHARTER LIMOUSINE TARIFF 1

Rule No	RULES AND REGULATIONS
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35	<u>Nondiscrimination</u> Carrier will not refuse service to anyone because of race, creed, sex or national origin.
40	<u>Cancellation Fees</u> a) There is a 24-hour cancellation policy on all Standard "One Hour" Reservations. That means that you will be charged "in full" if the reservation is cancelled within 24 hours of the scheduled reservation time. b) On Standard "One Hour" Reservations cancelled before 15 days of the reservation's commencement, there is "No Charge" for cancelling. c) Cancellations inside 15 days commencement of the reservation are subject to a \$ 25.00 cancellation fee to cover the time of preparing the reservation(s) and the loss of revenue that VIP Limousines will incur by the slot not being utilized.
45	<u>Refunds</u> Refunds are subject to cancellation policy.
50	<u>Objectionable Persons</u> The driver of the vehicle will have the right to refuse to carry any person(s) or require any passenger(s) to leave the vehicle if the person(s) or passenger(s) is (are) intoxicated, unruly or believed to be under the influence of narcotics.
55	<u>Seat Belts</u> All passengers will be required to fasten the vehicle's seat belts at any time the vehicle is in motion. Carrier reserves the right to refuse service to anyone who cannot, or will not, wear a seat belt.
60	<u>Smoking Policy</u> Smoking will not be permitted in any of the carrier's vehicles.
65	<u>Equipment Substitution</u> When scheduled equipment is not available, due to breakdowns or the total number of passengers, carrier may at their discretion substitute equipment.
70	<u>Credit Card Processing Fee</u> For increasing costs associated with accepting credit cards, and to defray that cost, a 2.5% credit card processing fee will be charged on all credit card transactions.

Issued:	Issued by: Neil E. Farrell, President VIP LIMOUSINES OF NEVADA 3250 Pollux Avenue, Suite A Las Vegas, NV 89102	Effective: <div>ACCEPTED NOV 08 2019 Nevada Transportation Authority Las Vegas, Nevada</div>
---------	---	--

Las Vegas VIP Limousines, LLC
DBA; VIP LIMOUSINES OF NEVADA
CHARTER LIMOUSINE *TARIFF 1*

RATES AND CHARGES

1. SUV with a seating capacity of 7 persons, plus the driver;

Minimum Charge, One Hour.....	\$50.00
With Half Hour Increments Thereafter.....	\$25.00
A- Minimum Charge, One Hour.....	\$45.00
With Half Hour Increments Thereafter.....	\$22.50
B- Minimum Charge, One Hour.....	\$40.00
With Half Hour Increments Thereafter.....	\$20.00
C- Minimum Charge, One Hour.....	\$35.00
With Half Hour Increments Thereafter.....	\$17.50
D- Minimum Charge, One Hour.....	\$45.00
With Half Hour Increments Thereafter.....	\$22.50
E- Minimum Charge, One Hour.....	\$45.00
With Half Hour Increments Thereafter.....	\$22.50

2. Limousines with a seating capacity of 7 persons, plus the driver;

Minimum Charge, One Hour.....	\$65.00
With Half Hour Increments Thereafter.....	\$32.50
A- Minimum Charge, One Hour.....	\$55.00
With Half Hour Increments Thereafter.....	\$27.50
B- Minimum Charge, One Hour.....	\$50.00
With Half Hour Increments Thereafter.....	\$25.00
C- Minimum Charge, One Hour.....	\$50.00
With Half Hour Increments Thereafter.....	\$25.00
D- Minimum Charge, One Hour.....	\$58.50
With Half Hour Increments Thereafter.....	\$29.25
E- Minimum Charge, One Hour.....	\$58.50
With Half Hour Increments Thereafter.....	\$29.25

Issued:

Issued by:

Neil E. Farrell, President
VIP LIMOUSINES OF NEVADA
 3250 Pollux Avenue, Suite A
 Las Vegas, NV 89102

Effective:

ACCEPTED

NOV 08 2019

Nevada Transportation Authority
 Las Vegas, Nevada

**Las Vegas VIP Limousines, LLC
 DBA; VIP LIMOUSINES OF NEVADA
 CHARTER LIMOUSINE *TARIFF 1***

RATES AND CHARGES

3. Limousines with a seating capacity of 9 persons, plus the driver;	
Minimum Charge, One Hour.....	\$72.00
With Half Hour Increments Thereafter.....	\$36.00
A- Minimum Charge, One Hour.....	\$68.00
With Half Hour Increments Thereafter.....	\$34.00
B- Minimum Charge, One Hour.....	\$65.00
With Half Hour Increments Thereafter.....	\$37.50
C- Minimum Charge, One Hour.....	\$55.00
With Half Hour Increments Thereafter.....	\$27.50
D- Minimum Charge, One Hour.....	\$63.00
With Half Hour Increments Thereafter.....	\$31.50
E- Minimum Charge, One Hour.....	\$63.00
With Half Hour Increments Thereafter.....	\$31.50
4. SUV Limousines with a seating capacity of 14 persons, plus the driver;	
Minimum Charge, One Hour.....	\$110.00
With Half Hour Increments Thereafter.....	\$55.00
A- Minimum Charge, One Hour.....	\$105.00
With Half Hour Increments Thereafter.....	\$52.50
B- Minimum Charge, One Hour.....	\$100.00
With Half Hour Increments Thereafter.....	\$50.00
C- Minimum Charge, One Hour.....	\$75.00
With Half Hour Increments Thereafter.....	\$37.50
D- Minimum Charge, One Hour.....	\$99.00
With Half Hour Increments Thereafter.....	\$49.50
E- Minimum Charge, One Hour.....	\$99.00
With Half Hour Increments Thereafter.....	\$49.50

Issued:

Issued by:

Neil E. Farrell, President
VIP LIMOUSINES OF NEVADA
 3250 Pollux Avenue, Suite A
 Las Vegas, NV 89102

Effective:

ACCEPTED**NOV 08 2019**

Nevada Transportation Authority
 Las Vegas, Nevada

**Las Vegas VIP Limousines, LLC
 DBA; VIP LIMOUSINES OF NEVADA
 CHARTER LIMOUSINE TARIFF 1**

RATES AND CHARGES

5. Vans with a seating capacity of 14 persons, plus the driver;

Minimum Charge, One Hour.....	\$65.00
With Half Hour Increments Thereafter.....	\$32.50
A- Minimum Charge, One Hour.....	\$55.00
With Half Hour Increments Thereafter.....	\$27.50
B- Minimum Charge, One Hour.....	\$50.00
With Half Hour Increments Thereafter.....	\$25.00
C- Minimum Charge, One Hour.....	\$50.00
With Half Hour Increments Thereafter.....	\$25.00
D- Minimum Charge, One Hour.....	\$58.50
With Half Hour Increments Thereafter.....	\$29.25
E- Minimum Charge, One Hour.....	\$58.50
With Half Hour Increments Thereafter.....	\$29.25

A- Requires usage by the customer of 30 hours or more in any calendar month.

B- Requires usage by the customer of 60 hours or more in any calendar month.

C- Walk-On Rate

D- 10% Veterans, First Responder and Non-Profit Discount

E- 10% Roundtrip Discount

Hourly Rates are subject to, and do not include Fuel Surcharge, Passenger Connection Tax
 Gratuity and an "Optional"

Airport Parking Fee For The First 45 Minutes.....	\$8.00
---	--------

With 15 minute Increments thereafter of.....	\$5.00
--	--------

Airport Meet and Greet	\$12.00
------------------------------	---------

Amentities will be a one-time cost, per vehicle, per item(s).....	\$20.00
---	---------

Greeter/ Logistics Coordinator Fee Per Hour (No Minimum)	\$35.00
--	---------

Greeter/ Logistics Coordinator fee will be a fee charged for a greeter/coordinator
 on location as designated by the client to coordinate group passenger flow

Issued:

Issued by:

Neil E. Farrell, President
VIP LIMOUSINES OF NEVADA
 3250 Pollux Avenue, Suite A
 Las Vegas, NV 89102

Effective:

ACCEPTED**NOV 08 2019**

Nevada Transportation Authority
 Las Vegas, Nevada

Original Page 4
NTA

Las Vegas VIP Limousines, LLC
Dbas; VIP LIMOUSINES OF NEVADA
CHARTER LIMOUSINE TARIFF 1

Rule No

RULES AND REGULATIONS

5

Application of Tariff

Rates in this Tariff cover ground transportation of passengers and their luggage, as provided in the Carrier's Operating Authority in charter limousine operations within Clark County on the one hand and points and places within the State of Nevada on the other.

10

Application of Rates and Charges

Rates, charges and passenger capacity are listed on Page 7 thru 9. The length of time of charter will be determined from the pickup site to the drop off site.

15

Fare - Minimum

A minimum of one hour of fares must be paid to warrant service being offered.

20

Children - Unaccompanied

No person under the age of 18 will be permitted to take part in service, unless a parent, guardian or other responsible adult accompanies the minor. We define as an adult any person who is 18 years of age, or older who is responsible for the care and supervision of the child during the transportation.

30

Luggage

One piece of luggage per person, not to exceed 60 (sixty) pounds per passenger. Carrier will not be liable for loss or damage to luggage or contents thereof unless occasioned by lack of reasonable care on its part and then only to the maximum liability of \$250.00 for loss of, or damage to, any single piece of luggage, including its contents. Items such as explosives, inflammables, or harmful liquids will not be transported.

Issued:

Issued by:

Effective:

Neil E. Farrell, President
**VIP LIMOUSINES
OF NEVADA**

3250 Pollux Avenue, Suite A
Las Vegas, NV 89102

Revised Page 5
NTA

Las Vegas VIP Limousines, LLC
Dbas; VIP LIMOUSINES OF NEVADA
CHARTER LIMOUSINE TARIFF 1

Rule No	RULES AND REGULATIONS
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35	<u>Nondiscrimination</u> Carrier will not refuse service to anyone because of race, creed, sex or national origin.
40	<u>Cancellation Fees</u> a) There is a 24-hour cancellation policy on all Standard "One Hour" Reservations. That means that you will be charged "in full" if the reservation is cancelled within 24 hours of the scheduled reservation time. b) On Standard "One Hour" Reservations cancelled before 15 days of the reservation's commencement, there is "No Charge" for cancelling. c) Cancellations inside 15 days commencement of the reservation are subject to a \$ 25.00 cancellation fee to cover the time of preparing the reservation(s) and the loss of revenue that VIP Limousines will incur by the slot not being utilized.
45	<u>Refunds</u> Refunds are subject to cancellation policy.
50	<u>Objectionable Persons</u> The driver of the vehicle will have the right to refuse to carry any person(s) or require any passenger(s) to leave the vehicle if the person(s) or passenger(s) is (are) intoxicated, unruly or believed to be under the influence of narcotics.
55	<u>Seat Belts</u> All passengers will be required to fasten the vehicle's seat belts at any time the vehicle is in motion. Carrier reserves the right to refuse service to anyone who cannot, or will not, wear a seat belt.
60	<u>Smoking Policy</u> Smoking will not be permitted in any of the carrier's vehicles.
65	<u>Equipment Substitution</u> When scheduled equipment is not available, due to breakdowns or the total number of passengers, carrier may at their discretion substitute equipment.
70	<u>Credit Card Payment Processing Fees</u> For increasing costs associated with accepting credit cards, and to defray that cost, a 3% credit card processing fee will be charged on all credit card transactions.

Issued:

Issued by:

Effective:

Neil E. Farrell, President
**VIP LIMOUSINES
OF NEVADA**
3250 Pollux Avenue, Suite A
Las Vegas, NV 89102

Revised Page 7

NTA

**Las Vegas VIP Limousines, LLC
DBA; VIP LIMOUSINES OF NEVADA
CHARTER LIMOUSINE *TARIFF 1***

RATES AND CHARGES

1. SUV with a seating capacity of 7 persons, plus the driver;	
Minimum Charge, One Hour.....	\$52.00
With Half Hour Increments Thereafter.....	\$26.00
A- Minimum Charge, One Hour.....	\$47.00
With Half Hour Increments Thereafter.....	\$23.50
B- Minimum Charge, One Hour.....	\$42.00
With Half Hour Increments Thereafter.....	\$21.00
C- Minimum Charge, One Hour.....	\$35.00
With Half Hour Increments Thereafter.....	\$17.50
D- Minimum Charge, One Hour.....	\$46.80
With Half Hour Increments Thereafter.....	\$23.40
E- Minimum Charge, One Hour.....	\$46.80
With Half Hour Increments Thereafter.....	\$23.40
2. Limousines with a seating capacity of 7 persons, plus the driver;	
Minimum Charge, One Hour.....	\$67.00
With Half Hour Increments Thereafter.....	\$33.50
A- Minimum Charge, One Hour.....	\$57.00
With Half Hour Increments Thereafter.....	\$28.50
B- Minimum Charge, One Hour.....	\$52.00
With Half Hour Increments Thereafter.....	\$26.00
C- Minimum Charge, One Hour.....	\$50.00
With Half Hour Increments Thereafter.....	\$25.00
D- Minimum Charge, One Hour.....	\$60.30
With Half Hour Increments Thereafter.....	\$30.15
E- Minimum Charge, One Hour.....	\$60.30
With Half Hour Increments Thereafter.....	\$30.15

Issued:

Issued by:

Neil E. Farrell, President
VIP LIMOUSINES OF NEVADA
3250 Pollux Avenue, Suite A
Las Vegas, NV 89102

Effective:

Revised Page 8

NTA

**Las Vegas VIP Limousines, LLC
Dbas; VIP LIMOUSINES OF NEVADA
CHARTER LIMOUSINE *TARIFF 1***

RATES AND CHARGES

3. Limousines with a seating capacity of 9 persons, plus the driver;

Minimum Charge, One Hour.....	\$74.00
With Half Hour Increments Thereafter.....	\$37.00
A- Minimum Charge, One Hour.....	\$70.00
With Half Hour Increments Thereafter.....	\$35.00
B- Minimum Charge, One Hour.....	\$67.00
With Half Hour Increments Thereafter.....	\$33.50
C- Minimum Charge, One Hour.....	\$55.00
With Half Hour Increments Thereafter.....	\$27.50
D- Minimum Charge, One Hour.....	\$66.60
With Half Hour Increments Thereafter.....	\$33.30
E- Minimum Charge, One Hour.....	\$66.60
With Half Hour Increments Thereafter.....	\$33.30

4. SUV Limousines with a seating capacity of 14 persons, plus the driver;

Minimum Charge, One Hour.....	\$125.00
With Half Hour Increments Thereafter.....	\$62.50
A- Minimum Charge, One Hour.....	\$110.00
With Half Hour Increments Thereafter.....	\$55.00
B- Minimum Charge, One Hour.....	\$105.00
With Half Hour Increments Thereafter.....	\$52.50
C- Minimum Charge, One Hour.....	\$75.00
With Half Hour Increments Thereafter.....	\$37.50
D- Minimum Charge, One Hour.....	\$112.50
With Half Hour Increments Thereafter.....	\$56.25
E- Minimum Charge, One Hour.....	\$112.50
With Half Hour Increments Thereafter.....	\$56.25

Issued:

Issued by:

**Neil E. Farrell, President
VIP LIMOUSINES OF NEVADA
3250 Pollux Avenue, Suite A
Las Vegas, NV 89102**

Effective:

Revised Page 9

NTA

Las Vegas VIP Limousines, LLC
Dbas; VIP LIMOUSINES OF NEVADA
CHARTER LIMOUSINE *TARIFF 1*

RATES AND CHARGES

5. Vans with a seating capacity of 14 persons, plus the driver;

Minimum Charge, One Hour.....	\$70.00
With Half Hour Increments Thereafter.....	\$35.00
A- Minimum Charge, One Hour.....	\$60.00
With Half Hour Increments Thereafter.....	\$30.00
B- Minimum Charge, One Hour.....	\$55.00
With Half Hour Increments Thereafter.....	\$27.50
C- Minimum Charge, One Hour.....	\$50.00
With Half Hour Increments Thereafter.....	\$25.00
D- Minimum Charge, One Hour.....	\$63.00
With Half Hour Increments Thereafter.....	\$31.50
E- Minimum Charge, One Hour.....	\$63.00
With Half Hour Increments Thereafter.....	\$31.50

A- Requires usage by the customer of 30 hours or more in any calendar month.

B- Requires usage by the customer of 60 hours or more in any calendar month.

C- Walk-On Rate

D- 10% Veterans, First Responder and Non-Profit Discount

E- 10% Roundtrip Discount

Hourly Rates are subject to, and do not include Fuel Surcharge, Passenger Connection Tax
Gratuity and an "Optional"

Airport Parking Fee For The First 45 Minutes.....	\$8.00
With 15 minute Increments thereafter of.....	\$5.00
Airport Meet and Greet	\$12.00
Amentities will be a one-time cost, per vehicle, per item(s).....	\$25.00
Car/Safety/Baby Seat Rental Per Seat (Maximum "3").....	\$15.00
Greeter/ Logistics Coordinator Fee Per Hour (No Minimum)	\$35.00
Greeter/ Logistics Coordinator fee will be a fee charged for a greeter/coordinator on location as designated by the client to coordinate group passenger flow	

Issued:

Issued by:

Neil E. Farrell, President
VIP LIMOUSINES OF NEVADA
3250 Pollux Avenue, Suite A
Las Vegas, NV 89102

Effective:

Las Vegas VIP Limousines, LLC
DBA; VIP LIMOUSINES OF NEVADA
CHARTER LIMOUSINE TARIFF 1

Pandemic Covid-19 Safety Protocol

*Pandemic/Covid-19 Safety Protocols for public transportation carriers is required for the safety of all passengers and occupants of the vehicle.

In response to "any" pandemic, VIP Limousines strives to safeguard the protection and safety of all our team members, chauffeur/drivers, and all of our passengers.

These steps are based on the CDC guidelines for commercial passenger carriers, in conjunction with Nevada OSHA guidance and recommendations for best practices issued by the Nevada Transportation Authority.

Our vehicles are sanitized and detailed every morning and afternoon shift change, before they depart our facility. Chauffeurs have been supplied with and been instructed to spray disinfectant on all door handles and inside the passenger areas after each ride. In addition, chauffeurs are all are supplied with Facemasks and hand sanitizer.

In order to provide these extra safety measures a COVID- 19 Safety Fee will be imposed on all reservations.

- 1- "Under" 15 passenger vehicles will be \$2.50 per charter.
- 2- "Over" 15 passenger vehicles will be \$ 5.00 per charter.

*This "Safety Protocol" will comply and be effective upon any government mandate requiring such, and be discontinued when such mandates are lifted.

Issued:	Issued by: Neil E. Farrell, President VIP LIMOUSINES OF NEVADA 3250 Pollux Avenue, Suite A Las Vegas, NV 89102	Effective:
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Agenda Item#

57

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of Sin City BJ, LLC d/b/a)
 Zippy Shell of Las Vegas d/b/a Zippy Shell for) Docket 22-03047
 authority to modify tariff rates pursuant to NAC)
 706.1384.)

At a general session of the Nevada Transportation
 Authority held on April 28, 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 March 29, 2022 an Application was filed with the Authority by Sin City BJ, LLC d/b/a Zippy Shell of Las Vegas d/b/a Zippy Shell ("Applicant"), a carrier certificated to provide transportation of household goods as described in Certificate of Public Convenience and Necessity ("CPCN") 3380, for authority to modify tariff rates pursuant to NAC 706.1384. Said Application was designated as docket 22-03047.
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 April 11, 2022, Commissioner George Assad, acting as a Hearing Officer, granted the interim authority.

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///

5. That the Applicant seeks to:

a. Increase the following rates:

Current Rate 3 men, 1 Truck	Proposed Rate 3 men, 1 Truck	Percentage Increase	Current Rate 4 men, 1 Truck	Proposed Rate 4 men, 1 Truck	Percentage Increase	Current Rate 5 men, 1 Truck	Proposed Rate 5 men, 1 Truck	Percentage Increase
159.00	179.00	12.6%	199.00	219.00	10.1%	249.00	269.00	8.0%
Current Rate 4 men, 2 Trucks	Proposed Rate 4 men, 2 Trucks	Percentage Increase	Current Rate 5 men, 2 Trucks	Proposed Rate 5 men, 2 Trucks	Percentage Increase	Current Rate 6 men, 2 Trucks	Proposed Rate 6 men, 2 Trucks	Percentage Increase
249.00	269.00	8.0%	299.00	319.00	6.7%	359.00	369.00	2.8%
			Current Rate	Proposed Rate	Percentage Increase			
Trip Charge			119.00	149.00	25.3%	Within the range of rates		
Load/Unload 15' Zippy Shell			319.00	339.00	6.3%	Unique to the Market		
Load/Unload 10' Zippy Shell			279.00	299.00	7.2%	Unique to the Market		
Load/Unload 8' Zippy Shell			239.00	259.00	8.4%	Unique to the Market		
Load/Unload a POD or PackRat Container			369.00	399.00	8.1%	Unique to the Market		
Safe Fee Over 250 lbs.			249.00	259.00	4.0%	Within the range of rates		
Baby Grand Piano			249.00	399.00	60.2%	Within the range of rates		

b. Add a Zippy Shell Delivery/Redelivery rate of \$149.00 which is unique to the market.

6. That the proposed rates are within the range of rates currently charged by the industry for similar services, except for Loading/Unloading Zippy Shell PODS and PackRat Containers and Zippy Shell Deliveries, which are unique to the market.

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 Sin City BJ, LLC d/b/a Zippy Shell of Las Vegas d/b/a Zippy Shell 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

**Sin City BJ LLC, Inc.
dba Zippy Shell of Las Vegas
dba Zippy Shell**

Household Goods Tariff No. 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 electron files.

The estimate shall be based on 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

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

I
2 men and 1 truck \$129/hour and \$119 trip charge
3 men and 1 truck \$159/hour and \$119 trip charge
4 men and 1 truck \$199/hour and \$119 trip charge
5 men and 1 truck \$249/hour and \$119 trip charge

I
4 men and 2 trucks \$249/hour and \$119 trip charge per truck
5 men and 2 trucks \$299/hour and \$119 trip charge per truck
6 men and 2 trucks \$359/hour and \$119 trip charge per truck

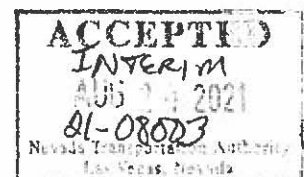
Issued:



Issued by:

Brian Linsey, Owner
Sin City BJ LLC, Inc.
dba Zippy Shell of Las Vegas
dba Zippy Shell
882 American Pacific Drive
Suite C
Henderson, NV 89014

Effective:



I increase

**Sin City BJ LLC, Inc.
dba Zippy Shell of Las Vegas
dba Zippy Shell**

Household Goods Tariff No. 1

RATES AND CHARGES

300 Cont. Application of Rates

I
I
I

Load or Unload a 15' Zippy Shell \$319

Load or Unload a 10' Zippy Shell \$279

Load or Unload an 8' Zippy Shell \$239

Load/Unload a POD or PackRat container \$369

Stair/Elevator Fee \$75

Safe Fee (under 250 lbs) \$99

I Safe Fee (over 250 lbs) \$249

Upright Piano Fee \$129

I Baby Grand Piano Fee \$249

All shipments are subject to a 2 hour minimum charge and a trip charge of \$119 per truck utilized shall be applied as a Travel and Equipment fee. After 2 hours, time will be prorated in 15 minute increments of the hourly charge, rounding down from six minutes, and rounding up from seven minutes.

A. If a shipment has a point of origin and point of destination within Clark County, the hourly charges apply from the point of origin to 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 final offload address.

Issued:



Issued by:

Brian Linsey, Owner
Sin City BJ LLC, Inc.
dba Zippy Shell of Las Vegas
dba Zippy Shell
882 American Pacific Drive
Suite C
Henderson, NV 89014

Effective:



I increase

Brian Linsey, Owner, Sin City BJ, LLC
d/b/a Zippy Shell of Las Vegas d/b/a Zippy Shell
882 American Pacific Drive, Suite C, Henderson, NV 89014
CPCN No. 3380
Household Goods Tariff No. 1-A

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 electron files.

The estimate shall be based on 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

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

2 men and 1 truck	\$129/hour and \$149 trip charge
3 men and 1 truck	\$179/hour and \$149 trip charge
4 men and 1 truck	\$219/hour and \$149 trip charge
5 men and 1 truck	\$269/hour and \$149 trip charge
4 men and 2 trucks	\$269/hour and \$149 trip charge per truck
5 men and 2 trucks	\$319/hour and \$149 trip charge per truck
6 men and 2 trucks	\$369/hour and \$149 trip charge per truck

Issued:

Issued by:

Brian Linsey, Owner
Sin City BJ, LLC
d/b/a Zippy Shell of Las Vegas
d/b/a Zippy Shell
882 American Pacific Drive
Suite C
Henderson, NV 89014

Effective:



**Brian Linsey, Owner, Sin City BJ, LLC
d/b/a Zippy Shell of Las Vegas d/b/a Zippy Shell
882 American Pacific Drive, Suite C, Henderson, NV 89014
CPCN No. 3380
Household Goods Tariff No. 1-A**

RATES AND CHARGES

300 Cont.

Application of Rates

Load or Unload a 15' Zippy Shell \$339
Load or Unload a 10' Zippy Shell \$299
Load or Unload an 8' Zippy Shell \$259
Zippy Shell Delivery/Redelivery \$149


N

Load/Unload a POD or PackRat container \$399

Stair/Elevator Fee \$75
Safe Fee (under 250 lbs) \$99
Safe Fee (over 250 lbs) \$259
Upright Piano Fee \$129
Baby Grand Piano Fee \$399

All shipments are subject to a two-hour minimum charge and a trip charge of \$149 per truck utilized shall be applied as a "Travel and Equipment" fee. After two hours, time will be prorated in 15-minute increments of the hourly charge, rounding down from six minutes, and rounding up from seven minutes.

- A. If a shipment has a point of origin and point of destination within Clark County, the hourly charges apply from the point of origin to 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 final offload address.

Issued:	Issued by: Brian Linsey, Owner Sin City BJ, LLC d/b/a Zippy Shell of Las Vegas d/b/a Zippy Shell 882 American Pacific Drive Suite C Henderson, NV 89014	Effective: 
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Agenda Item# 58

Public
Comment

Agenda Item# 59

WebEx Instructions

Agenda Item# 60

Public
Comment

Agenda Item#

61

Driver Permit Items 61-63

Driver permits are based entirely upon each Applicant's confidential criminal background report. Therefore, there are no publicly available supporting materials for these items in print form.

Driver Permit Items 61-63

Driver permits are based entirely upon each Applicant's confidential criminal background report. Therefore, there are no publicly available supporting materials for these items in print form.

Agenda Item#

62

Driver Permit Items 61-63

Driver permits are based entirely upon each Applicant's confidential criminal background report. Therefore, there are no publicly available supporting materials for these items in print form.

Driver Permit Items 61-63

Driver permits are based entirely upon each Applicant's confidential criminal background report. Therefore, there are no publicly available supporting materials for these items in print form.

Agenda Item#

63

Driver Permit Items 61-63

Driver permits are based entirely upon each Applicant's confidential criminal background report. Therefore, there are no publicly available supporting materials for these items in print form.

Driver Permit Items 61-63

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Agenda Item#

64



DEPARTMENT OF BUSINESS AND INDUSTRY
NEVADA TRANSPORTATION AUTHORITY
PETITION FOR RECONSIDERATION
\$50 Filing Fee

Docket ☒ / Citation ☐ / Impound ☐ / Permit ☐ #: 22-02027

Petitioner's Name: GMT CARE, LLC Telephone: (702) 471-1111

Mailing Address: 2935 W. Sahara #101 LV, NV 89117

Reason for request: (See Attached)

Petitioner Signature: [Signature] Date: 2/11/22

NTA AGENCY PROCESSING ONLY

Review of filing timeliness (filed on or before 18 calendar day deadline):

Date of NTA Final Decision/Order = _____ + 18 calendar days = _____

☐ YES Filing is considered timely, continue to agency docket processing.

☐ NO Filing is not considered timely and cannot proceed to docketing. Petitioner may seek legal advice for alternative remedy options beyond the agency.

☐ OTHER Conditional review, continue to agency docket processing.

Staff Reviewer: _____ Date: _____

22-02027

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re the Application of WMT ENTERPRISES, LLC for
Contract Carrier Authority to Operate Non-Emergency
Medical Transportation Services



Petition
GMTCARE LLC'S
MOTION FOR RECONSIDERATION

COMES NOW, GMTCARE, LLC ("GMT"), by and through their counsel, Brent A. Carson Esq., of the law firm ATTORNEY BRENT CARSON, LLC, and submits the following Petition for Reconsideration of the Order Denying Petition for Leave to Intervene dated February 3, 2022. This Motion is filed pursuant to Nevada Revised Statutes ("NRS") 233B.130.

A hearing on this Motion is requested pursuant to NAC 706.3961 (5).

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

Brent A. Carson, Esq.
7935 W. Sahara Ave., Suite 101
Las Vegas, Nevada 891117
bac@winnercarson.com

I.

INTRODUCTION:

The Nevada Transportation Authority (NTA), for more than 20 years, has liberally construed the provisions of NAC 706.3966, and routinely granted Intervenor status to those persons/entities with a direct and substantial interest in the matter, who wish to fully participate in the proceeding before the NTA. Counsel for Petitioner, GMTCARE, has been practicing before the NTA for over 20 years. During said time, Counsel has worked with numerous administrative attorneys and Board Members. Counsel has also filed close to one hundred Petitions for Leave to Intervene. Not once has

1 a Petition been outright denied because of a difference of opinion on the applicability of the statutes
2 and regulations. That is until now. The specific reasons given for the Hearing Officer's denial will
3 be discussed below, but suffice it to say in issuing his denial, the Hearing Officer veered sharply
4 away from the NTA's decades long "liberal construction" approach of approving Intervention
5 Petitions, and suddenly applied a strict conformity standard to Petitions to Intervene.
6

7 Pursuant to NRS 233B.130, GMT contends the Hearing Officer erred when he failed to
8 liberally construe NAC 706.3966, as he was required to under NAC 706.3955. On these grounds,
9 GMT files the instant Motion to Reconsider and urges the Board to reverse the Order, apply liberal
10 construction rules to the Petition for Leave to Intervene and grant GMT intervenor status.
11

12 II.

13 PROCEDURAL FACTS:

14 On or about October 19, 2021, the NTA noticed Applicants Docket No. 21-10020. Applicant
15 seeks Contract Carrier Authority to service two separate contracts: Fundamental Clinical and
16 Operations Services, LLC and Nevada Behavioral Health Systems. On November 18, GMT CARE
17 filed a Petition for Leave to Intervene. On November 30, 2021, WMT Enterprises filed a response to
18 the PLTI. On February 3, 2022, the Nevada Transportation Authority issued an Order Denying GMT's
19 Petition to Intervene.
20

21 III.

22 STANDARD TO RECONSIDER A PRIOR ORDER

23 The Nevada Administrative Procedure Act ("Act") offers a mechanism for procedural relief in
24 terms of motions for reconsideration or petitions for judicial review. With regard to motions for
25 reconsideration the Act states:
26

27 **4. A petition for rehearing or reconsideration must be filed within 15 days**
28 **after the date of service of the final decision.** An order granting or denying the
petition must be served on all parties at least 5 days before the expiration of the
time for filing the petition for judicial review. If the petition is granted, the

1 subsequent order shall be deemed the final order for the purpose of judicial review.
2 NRS 233B.130 (**emphasis added**).

3 Nevada statutory law states that a Party may file “[A] motion requesting reconsideration of the
4 findings and recommendations of the hearing panel or officer or the final decision of the regulatory
5 body.” NRS 622A.390(1)(b). Additionally, “a motion requesting a rehearing or reconsideration of an
6 agency decision may be based only on one of the following grounds:

- 7 (a) Newly discovered or available evidence.
8 (b) Error in the hearing or in the findings and recommendations or the decision
that would be grounds for reversal of the findings and recommendations or the decision.
9 (c) The need in the public interest for further consideration of the issues or
evidence, or both.”

10 NRS 622A.390(5)(a)-(c).

11 In addition to the above, NAC 706.3933 states that the NTA may rely or use applicable
12 Nevada Rules of Civil Procedure when a matter is not covered by NRS/NAC 706. NRCP 60 states in
13 part:
14

15 **(b)Grounds for Relief From a Final Judgment, Order, or Proceeding.** On motion
and just terms, the court may relieve a party or its legal representative from a final
16 judgment, order, or proceeding for the following reasons:

- 17 (1) mistake, inadvertence, surprise, or excusable neglect;
18 (2) newly discovered evidence that, with reasonable diligence, could not have been
discovered in time to move for a new trial under Rule 59(b);
19 (3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or
misconduct by an opposing party;
20 (4) the judgment is void;
21 (5) the judgment has been satisfied, released, or discharged; it is based on an earlier
judgment that has been reversed or vacated; or applying it prospectively is no longer
equitable; or
22 (6) any other reason that justifies relief.

23 Both NRS 622A.390(5)(a)-(c) and NRCP 60 provide similar guidance for this Motion.

24 Accordingly, GMT respectfully submits the following arguments in support of this Motion for
25 Reconsideration:

- 26 A. The NTA failed to adhere to NAC 706.3955;
27 B. The NTA changed policies without providing the requisite notice;
28

- 1 C. The NTA failed to properly analyze GMT's Petition under NAC 706.3966;
2 D. The NTA failed to follow their own statutes and regulations.
3 E. The NTA improperly shifted the burden of proof by including pending Applications on file
4 and made improper findings of fact based upon false information;
5

6 IV.

7 **ARGUMENT**

8 On February 3, 2022, Hearing Officer Groover issued an Order Denying GMT's Petition to
9 Intervene. The Order denied the Petition based upon the following:

- 10 1. Petitioner failed to include a "clear and concise statement of the direct and substantial interest
11 of the petitioner in each statutory element before the Authority." NAC 706.3966(1)(c)
12
13 2. Petitioner failed to include "a description of the manner in which the petitioner may be
14 unreasonably and adversely affected."
15
16 3. Petitioner's pending application for expansion proves the need or market of WMT.

17 A) **The NTA failed to Adhere to NAC 706.3955:**

18 NAC 706.3955 reads:

19 **NAC 706.3955 Pleadings: Captions, amendments and construction.** (NRS 233B.050, 706.171)

20 1. Pleadings before the Authority must be styled applications, petitions, complaints, answers,
21 motions and protests.

22 2. If not otherwise prohibited by law and if substantial rights of the parties will not be
23 prejudiced, the Authority will allow any pleading to be amended or corrected or any omission in the
24 pleading to be cured.

25 3. The Authority will and the presiding officer shall liberally construe the pleadings and
26 disregard any defects which do not affect the substantial rights of any party. (Added to NAC by
27 Transportation Serv. Auth. by R071-98, eff. 10-28-98)
28

In this instant matter, the Hearing Officer applied a strict conformance standard to his
interpretation of NAC 706.3966, and such application was in direct contradiction of the explicit

1 mandate of NAC 706.3955, which requires “liberal” construction. The Regulation clearly states that ,
2 “the Authority *will allow* any pleading to be amended or corrected or any omission in the pleading to
3 be cured,” and that the “presiding officer *shall* liberally construe the pleadings and disregard any
4 defects which do not affect the substantial rights of any party.

5
6 In this matter, the Presiding Officer neither allowed GMT to amend, correct or cure any alleged
7 deficiencies in their Petition nor did he liberally construe the petition or disregard any alleged defects
8 contained in said petition.

9 There is no discretion in NAC 706.3955. It requires that the Authority “will allow” the
10 pleadings to be amended or corrected. It requires that the hearing officer “shall” liberally construe
11 and/or disregard any defects in a pleading that do not affect the substantial rights of any party.

12
13 It is clear that the NTA and/or the Hearing Officer failed to adhere to NAC 706.3955. Instead,
14 they just relied on their interpretation of the regulation, ignored the long standing practice of the NTA
15 and applied a strict conformity standard, in direct contrast to the directives of NAC 706.3955. Nevada’s
16 Supreme Court agrees with the directives contained in NAC 706.3955.

17 The Nevada Supreme Court held in *Checker Cab Co. v. State of Nevada and Taxicab Authority*
18 *of the State of Nevada*, 97 Nev. 5 (1981) that:

19
20 “where a procedural dereliction, as in this case, is relatively unimportant, and the rights of the
21 other parties to the agency proceeding are not prejudiced, substantial compliance with the
22 procedural requirements is adequate.”

23 In the Checker Cab case, Checker Cab failed to file a Petition to Intervene, and as such, the
24 Taxicab Authority refused to allow Checker’s participation during a hearing. The District Court
25 affirmed the Taxicab Authority’s refusal, and Checker appealed. The Supreme Court reversed and
26 remanded the District Court and Taxicab Authority’s orders. The Supreme Court, in effect, ordered
27 the Taxicab Authority to allow Checker Cab to participate in the hearing, in spite of the fact that
28 Checker did not even file a Petition to Intervene.

1 In this matter, GMT, and others, filed timely Petitions to Intervene that substantially complied
2 with the requirements of NAC 706.3966. The hearing officer could have easily allowed GMT to cure
3 their petition in order to comply with his interpretation of NAC 706.3966, but failed to do so, despite
4 the mandates set forth in NAC 706.3955.

5
6 **A) The NTA changed policies with providing the requisite notice.**

7 As stated above, prior NTA Commissioners, hearing officers and Administrative attorneys
8 had a different view on the interpretation of NAC 706.3966. Regardless of whose interpretation is
9 right or wrong, when a new standard or policy is implemented, there is a duty to explain the
10 departures from the established agency policies.

11 Well settled administrative case law holds that an agency has to provide a full, complete
12 explanation and justification for any departure in standards or policies. The agency needs to state its
13 intentions and new standards with specificity. This requirement is necessary to determine whether
14 the agency is acting consistent with its statutory obligations, such as those enumerated in NAC
15 706.3955. Without a complete explanation, the Courts have found that a deviation from past policy
16 to be arbitrary and capricious.

17
18 The Ninth Circuit Court held in *National Labor Relations Board v. Great Western Produce*
19 *Inc.*, that:

20
21 “Although the Board is not strictly bound by its prior cases, it does have a duty to explain
22 departures from established agency policies.”

23 In regards to the matter at hand, Counsel for GMT has submitted multiple Petitions to
24 Intervene over the course of twenty years. All of them have been similar in nature to the one
25 submitted in this matter. Not one hearing officer has denied a filed Petition based upon strict
26 compliance with NAC 706.3966. Understandably, there is a new administrative attorney and new
27
28

1 Commissioner, but if it is their intention to interpret NAC 706.3966 differently than the past
2 administrations, notice is required.

3 The Ninth Circuit further held in *Arizona Electric Power Cooperative Inc. v. United States*,
4 816 F.2d 1366 (1987):

5 The prior decisions of an agency "generally provide a guide to action that the agency may be
6 expected to take in future cases." *Atchison, Topeka & Santa Fe Railway Company v. Wichita*
7 *Board of Trade*, 412 U.S. 800, 807, 37 L. Ed. 2d 350, 93 S. Ct. 2367 (1973) (quoting *NLRB*
8 *v. Wyman-Gordon Co.*, 394 U.S. 759, 765-66, 22 L. Ed. 2d 709, 89 S. Ct. 1426 (1969)).

9 Although an agency may depart from its prior norms, when it does "the departure . . . must be
10 clearly set forth so that the reviewing court may understand the basis of the agency's action
11 and so may judge the consistency of that action with the agency's mandate." *Id.* at 808.

12 The Ninth Circuit went on to state that the reasoning behind this rationale is to avoid
13 arbitrary or capricious decisions.

14 In the Order denying GMT's Petition, nothing is mentioned about the departure from
15 previous NTA policies regarding Petitions to Intervene. This was done without notice or
16 justification, thus arbitrary and capricious.

17 **B) The NTA failed to properly analyze GMT's Petition under NAC 706.3966.**

18 NAC 706.3966 reads in part:

19 1. A petition for leave to intervene must be in writing and set forth the following:

20 (c) A clear and concise statement of the direct and substantial interest of the petitioner
21 in each statutory element at issue before the Authority in the proceeding in which the petitioner
22 seeks to participate, which must include, without limitation:

23 (1) A description of the manner in which the petitioner may be unreasonably and
24 adversely affected by the proceeding;

25 (2) If applicable, a description of the manner in which a matter relating to the proceeding
26 may be inconsistent with the provisions of NRS 706.151;

27 (3) A description of the manner in which the petitioner will be prejudiced by the denial
28 of his or her petition to intervene; and

(4) If applicable, citations to relevant statutory and regulatory provisions that the
petitioner believes are not being complied with or are being violated.

....

2. In a proceeding that is related to an application for a certificate of public convenience
and necessity pursuant to NAC 706.1375, if a petitioner alleges that the granting of the
certificate to the applicant would:

1 (b) Unreasonably and adversely affect other carriers operating in the territory for which the
2 certificate is sought, in contravention of the principle set forth in paragraph (c) of subsection 2
of NRS 706.391,

3 **↪ the petitioner shall be deemed to have a direct and substantial interest in the proceeding**
4 **if the petitioner demonstrates that he or she is authorized to provide the same type of**
5 **service within the same territory as that which the applicant for the certificate proposes**
6 **to provide.** (Emphasis added)

7 The legislature made it very clear that Certificate Holders, who provide the same type of
8 service in the same territory are to be treated differently than any other company or person who wants
9 to intervene in a matter. The regulation states that the Petitioner “shall be deemed to have a direct and
10 substantial interest in the proceeding” if they show that they are providing the same type of service in
11 the same territory. This means that once we establish or demonstrate that we provide the same type of
12 service in the same territory, the regulation says we are deemed to have a direct and substantial interest
13 in the proceeding. No additional facts need to be shown. No further citations to authority needs to be
14 shown. If Petitioner is authorized to provide the same type of service in the same territory, that is it.
15 The law deems that the Petitioner has a direct and substantial “in the proceeding.” The entire
16 proceeding.

17
18 The tone of the Order denying the Petition is somewhat condescending. Just because two
19 people have differing opinions on the interpretation of a regulation, it does not give rise to the level of
20 demeaning the other for the manner in which they interpreted the regulation. “Without citation to any
21 authority,” “their erroneous determination,” “again, ignoring the language of the regulation” are just
22 examples. All of this could have been avoided if NAC 706.3955 was followed.

23
24 Petitioner cited NAC 706.3966 as its authority to Intervene. Petitioner did not “skip” to the
25 concluding language of NAC 706.3966, but even if we did, that is the section of NAC 706.3966 that is
26 the section of the regulation that deals with Certificated Carriers. It is the position and/or interpretation
27 of the Petitioner (and that of the NTA for the last 20 or so years), that a certificated carrier is deemed
28 to have a direct and substantial interest in the proceeding. Why else is that statement in the regulation?

1 Again, the legislature was smart enough to think in advance. They probably anticipated that
2 with the coming and goings of Commissioners, attorneys, staff and applicants, there would be some
3 disagreement over the interpretation of the regulations. That is probably why NAC 706.3955 was
4 enacted. To allow for disagreement, but also allow for corrections.

5
6 According to the Order, it states that NAC 706.3966 (1) "requires the submission of facts . . ."
7 It further reads, "NAC 706.3966(2)(b) requires proposed intervenors supply facts . . ." Nowhere in
8 NAC 706.3966 does it even mention the word "facts." NAC 706.3966 only requires a clear and concise
9 statement.

10 The following statements were made in the Petition for Leave to Intervene:

- 11 1. GMT is a certificated carrier;
- 12 2. GMT operates in the same territory as the proposed applicant;
- 13 3. A copy of the Applicant's contracts were not provided to GMT when they requested a copy of
14 the Application;
- 15 4. The terms of the contracts were unknown to GMT;
- 16 5. Other certificated carriers were already providing transportation for the two entities identified
17 by the contracts.
- 18 6. The Applicant's financials were unsupported based on a review of the pro forma's submitted;
- 19 7. That the Applicant was new to the market;
- 20 8. That an understanding of NAC/NRS 706 was needed for new applicants.
- 21 9. There is an impact on GMT and other carriers when new carriers are allowed in without
22 meeting the requirements.
- 23 24

25 Whether you want to consider the above statements to be "facts," it is clear that GMT
26 "substantially complied" with the regulation according to Nevada law and the Nevada Supreme Court.
27 See *Checker*, supra.

1 C) **The NTA failed to follow their own statutes and regulations**

2 This application is for contract carrier authority. GMT did a public records request for the
3 application and was not provided a copy of the entire contract. Instead, the majority of the contract
4 was redacted.

5
6 The NTA has procedures in place to request confidentiality of documents. What happens if
7 the NTA does not follow these procedures? Are the documents still confidential or do they need to be
8 produced?

9 NRS 239.010 governs public records. It reads in part:

10 **NRS 239.010 Public books and public records open to inspection; confidential information**
11 **in public books and records; copyrighted books and records; copies to be prepared by**
12 **governmental entity and provided in electronic format unless other medium requested.**
13 **[Provisions of this section were amended by an initiative petition approved by the voters at the**
14 **2018 General Election, and therefore those provisions may not be subject to legislative**
15 **amendment or repeal until after November 27, 2021.]**

16 1. Except as otherwise provided in this section and NRS (statutes intentionally deleted)
17 706.1725, sections 35, 38 and 41 of chapter 478, Statutes of Nevada 2011 and section 2 of chapter
18 391, Statutes of Nevada 2013 and unless otherwise declared by law to be confidential, all public
19 books and public records of a governmental entity must be open at all times during office hours to
20 inspection by any person, and may be fully copied or an abstract or memorandum may be prepared
21 from those public books and public records. Any such copies, abstracts or memoranda may be used to
22 supply the general public with copies, abstracts or memoranda of the records or may be used in any
23 other way to the advantage of the governmental entity or of the general public. This section does not
24 supersede or in any manner affect the federal laws governing copyrights or enlarge, diminish or affect
25 in any other manner the rights of a person in any written book or record which is copyrighted
26 pursuant to federal law.

27 As stated in the above statute, NRS 706.1725 provides that the NTA may protect the
28 confidentiality of any books, accounts, records, minutes, papers and property of any carrier . . .

It does not mention anything about an Applicant. Nonetheless, the NTA does have regulations
regarding confidentiality of information. See, NAC 706.3949.

NAC 706.3949 outlines a procedure for obtaining confidentiality of certain information.

1. Submit an application to the Deputy Commissioner which contains the information in
unredacted form in a sealed envelope and each page of the document and envelope must be stamped
with the word "Confidential."

1 2. The request must be served on the staff and the Authority.

2 3. The request must disclose what information is to be treated as confidential, the grounds for
3 the confidentiality claim and the time period for which the confidential information must not be
4 disclosed.

5 4. Once the application has been submitted, the presiding officer may review the information in
6 camera.

7 5. Then a closed hearing before the presiding officer must be held in accordance with the
8 provisions of NRS 706.1725.

9 6. After a confidential determination is rendered by the presiding officer, staff is only allowed
10 to see the information if they have executed a protective agreement.

11 The documents are not confidential unless the regulation is followed. Was the regulation
12 followed? If not, the documents should have been produced to GMT as part of their public records
13 request.

14 **E) The NTA improperly shifted the burden of proof by including pending Applications on**
15 **file and made improper findings of fact based upon false information;**

16 In the Order denying GMT's petition, the Hearing Officer's reliance on NAC 706.3956 is
17 misplaced. The Hearing Officer misuses this regulation to allude to the fact that GMT currently has
18 application to expand its authority, to come to the conclusion that since GMT is expanding, there is
19 "clearly" a market for the Applicant. The Order goes on to state that "Interestingly, GMT has not
20 sought to amend its expansion application to request less than the originally requested fifty vehicles."
21 This reasoning is flawed on many levels. First, you cannot bootstrap the market of one carrier onto
22 other carriers. Each application must stand on its own. GMT, a currently certificated carrier with
23 over 15 years of experience in Las Vegas, is clearly in a different situation than a new company just
24 beginning operations. Nevertheless, on January 28, 2022, the hearing officer in GMT's expansion
25 application stated that he was only willing to grant 6 additional vehicles, in addition to the 10 vehicles
26 GMT was operating on temporary approval. Thus, GMT accepted a 40% reduction in their
27 application for 50 vehicles. On February 3, 2022, when this Order was entered how was the
28

1 Administrative Attorney not aware of Commissioner Assad's ruling in the GMT application for
2 expansion?

3
4 V.

5 **CONCLUSION**

6 The NTA's regulations are very clear. NAC 706.3955 mandates that the Authority *will allow*
7 any pleading to be amended or corrected or any omission in the pleading to be cured or that the
8 Authority *will* and the presiding officer *shall* liberally construe the pleadings and disregard any
9 defects which do not affect the substantial rights of any party. The hearing officer's disregard for this
10 Regulation and deviation from long standing agency standards is contrary to Nevada and Federal law.

11 Petitioner contends that their Petition for Leave to Intervene was in compliance with the NTA's
12 statutes and regulations. However, even if the hearing officer has a different interpretation of the
13 regulations, Petitioner was entitled to amend, correct or cure any deficiencies. That opportunity was
14 not afforded to Petitioner.
15

16 Wherefore, based upon the foregoing, Petitioner, GMT, respectfully requests that this Motion for
17 Consideration be granted and allowed to participate as an intervenor in Docket 21-10020.

18 DATED this 11th day of February 2022.

19
20 ATTORNEY BRENT CARSON, LLC



21 BRENT A. CARSON, ESQ.

22 Nevada Bar No. 5903

23 7935 W. Sahara Ave., #101

24 Las Vegas, Nevada 89117

25 *Counsel for Petitioner GMTCARE, LLC*
26
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 11th day of February, 2022, I did deposit for mailing in the United States mail at Las Vegas, Nevada, a true and correct copy of the above and foregoing MOTION FOR RECONSIDERATION in a sealed envelope with first class postage fully prepaid thereon, addressed to:

Louis Csoka, Deputy Attorney General
Office of the Attorney General
555 E. Washington Ave., Suite 390
Las Vegas, NV 89101

James S. Kent, Esq
9480 S. Eastern Ave, Suite 228
Las Vegas, NV 89123


An employee of ATTORNEY BRENT CARSON

22-02026

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re the Application of WMT ENTERPRISES, LLC for
Contract Carrier Authority to Operate Non-Emergency
Medical Transportation Services

~~Docket 21-10020~~

FEB 18 2022

Nevada Transportation Authority
Las Vegas, Nevada

LIFETRANS, INC.'S
MOTION FOR RECONSIDERATION

COMES NOW, LIFETRANS, INC. ("LifeTrans") by and through its counsel, Mark A. James, Esq. and submits the following Motion for Reconsideration of the Order Denying Petition for Leave to Intervene dated February 3, 2022. This Motion is filed pursuant to Nevada Revised Statutes ("NRS") 233B.130.

A hearing on this Motion is requested pursuant to NAC 706.3961 (5).

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

Mark A. James, Esq
2747 Paradise Rd. #1602
Las Vegas, NV 89109
Email: Danteswestoverhugo@icloud.com

I.

PROCEDURAL FACTS OF THE DENIED LIFETRANS INTERVENTION

On October 19, 2021, the NTA noticed Applicants Docket No. 21-10020. Applicant WMT Enterprises, LLC ("WMT") seeks contract carrier authority to service two separate contracts: Fundamental Clinical and Operations Services, LLC and Nevada Behavioral Health Systems ("WMT Application"). On November 19, 2021 LifeTrans filed a Petition for Leave to Intervene. GMT Care filed a similar petition on November 18, 2021. On November 30, 2021, WMT Enterprises filed a response to the PLTI. On February 3, 2022, the Nevada Transportation Authority issued an Order Denying LifeTrans' Petition to Intervene and that of GMT Care (the "Order"). The Order finds that

1 LifeTrans' Petition to Intervene failed to satisfy the requirements of the relevant regulations governing
2 interventions before the NTA, and further comments that the LifeTrans petition for leave to intervene
3 uses "identical language" to that filed by GMT Care. Order, at 2-3. This is not true.

4
5 LifeTrans correctly pled in its Petition to Intervene that it is in the same market WMT proposes
6 to enter with its Application. But LifeTrans said more in its Petition. LifeTrans stated it is a contract
7 a carrier now serving the *very same health care facilities* WMT seeks to serve. LifeTrans' market
8 analysis is therefore different than that of GMT, a common carrier, and it therefore has interests to
9 protect with its petition for leave to intervene that are different in kind from those of GMT Care. As
10 inexplicably ignored by the Order, LifeTrans specifically explained this difference and thereby further
11 explained and demonstrated its direct and substantial interest in the WMT Application, to wit:
12 "LifeTrans is a certificated contract carrier in the same territory as the proposed application...[and]
13 LifeTrans *already provides transportation services* to members of health plans that reside in
14 Fundamental facilities and Nevada Behavioral Health facilities." LifeTrans, Inc. Petition for Leave to
15 Intervene, February 19, 2021, NTA Docket 21-10020 p. 2: 8-12 (emphasis supplied here). *These are*
16 *the same services to the same health care entities* for which the WMT Application seeks a contract
17 carrier certificate. *And see* LifeTrans, Inc. Petition to Intervene, p. 4, footnote 1 (stating that on
18 information and belief WMT is already providing transportation services to these facilities without
19 NTA permission, certification or oversight, that is, illegally). Given that LifeTrans is contract carrier
20 with a limited number of facilities with which it can contract, it is manifest that granting a new contract
21 carrier certificate to WMT for transportation services contracts *with the exact same facilities* "may
22 unreasonably and adversely affect" LifeTrans, and that LifeTrans "will be prejudiced by denial of [its]
23 petition to intervene." NAC 706.3966 1(c)(1) and (3).

24
25
26 ///

27
28 ///

1 The Order's findings to contrary are not supported by the law or reason.

2
3
4 II.

5 **AUTHORITY FOR RECONSIDERATION**

6 This Motion is filed pursuant to the Nevada Administrative Procedure Act (the "Act"), which
7 states:

8 4. A petition for rehearing or reconsideration must be filed within 15 days
9 after the date of service of the final decision. An order granting or denying
10 the petition must be served on all parties at least 5 days before the
11 expiration of the time for filing the petition for judicial review. If the
12 petition is granted, the subsequent order shall be deemed the final order for
13 the purpose of judicial review.

14 NRS 233B.130 (4). This Motion is filed within this prescribed time period and in accord with this
15 standard for review. This procedure for reconsideration is applicable "where appeal is provided
16 within an agency," so long as the decision from which relief is sought is final under law. NRS
17 233B.130 (1)(b). Here, the decision of the hearing officer in the Order is final and will deny
18 LifeTrans the substantive and procedural right to participate in the hearings on the WMT
19 Application if it is not reviewed and overturned by the full NTA. *See, also*, NRS 622A.390 (5) (b)
20 (error by a hearing panel or officer is grounds for reconsideration of the decision); *and see*, NRS
21 706.3933 (NTA may rely in the Nevada Rules of Civil Procedure, including NRCP 60 "**Relief from**
22 **Judgment**").

23 III.

24 **ARGUMENT**

25 The errors of the Order from which LifeTrans must be granted relief are that the Order (1) fails to
26 apply the plain meaning of NAC 706.3966 and NAC 706.3968 to LifeTrans' Petition to Intervene; and
27
28

1 (2) fails to follow the NTA's own interpretation its regulations governing interventions, and is a
2 drastic, precipitous and arbitrary departure from the same.

3 **The Order is Contrary to the Plain Meaning of the Regulations**

4 A court, or an agency acting as a quasi-judicial body in a contested case, must give effect to the
5 plain meaning of a statute or regulation absent ambiguity. *Savage v. Pierson*, 123 Nev. 86, 89, 157
6 P.3d 697, 699 (2007). Here, NAC 706.3966 and 3968 are without ambiguity, and indeed, the Order
7 alleges none in giving them a brand-new interpretation. These regulations do not require an intervenor
8 to prove the invalidity of the Application in the intervention, nor to prove unreasonable and adverse
9 effect upon it from the proceeding, only to give a clear and concise statement of the intervenor's "direct
10 and substantial interest" in the elements at issue before the Authority. This is a pleading requirement,
11 not a proof requirement, the NTA determination to allow an intervention is to be based upon the
12 statements within the petition for intervention. NAC 706.3966, upon which the Order relies to deny
13 LifeTrans' petition, requires a "description of the manner in which the petitioner *may be* unreasonably
14 and adversely affected by the proceeding." The Order finds that the LifeTrans Petition fails to do so.
15 The Order avers that LifeTrans did not submit "facts" as required by this regulation. Order, at page
16 2, full paragraph 1 (emphasis in original). This is patently false.

17 As outlined with citations above, LifeTrans explained in its Petition to Intervene that (1) it is a
18 limited non-emergency transportation service contract carrier regulated by the NTA, (2) that it
19 provides those limited transportation services to the very same health care facilities for which WMT
20 seeks a contract carrier certificate to provide the exact same non-emergency transportation services,
21 and (3) WMT may already be providing these services without authority in contravention of the NTA's
22 regulatory writ and the law. This is not a mere statement that the new carrier will be in the "same
23 market," nor a mere statement competition will be created within the LifeTrans' "territory." *Contra*,
24 the Order, at 1-3. These are specific facts stating how LifeTrans' limited contract services may be co-
25 opted by the new carrier and have an unreasonable and adverse impact upon LifeTrans.

1 Thus, it is without question based on these statements in LifeTrans' Petition that the approval
2 of a new contract carrier to provide the very same services LifeTrans provides pursuant to its limited
3 number of contracts allowed by its certificate "may unreasonably and adversely affect" LifeTrans.
4 NAC 706.3966 (1)(c)(1). And if so, then LifeTrans "will be prejudiced by the denial of [its] petition
5 to intervene," because it will not be able to participate in the proceeding and demonstrate these facts
6 to the NTA. NAC 706.3966 (1)(c)(3). It remains for the proceeding upon the Application, with
7 LifeTrans able to litigate and prove its position stated in its Petition to Intervene, to determine whether
8 this is in fact the case, as LifeTrans unequivocally alleges.

10 In adopting this regulation, the NTA, acting as a legislative body, used the word "may." The
11 plain meaning of this word is that LifeTrans' statements in its Petition to Intervene need only show it
12 may be unreasonably and adversely affected by the proceeding. The NTA's own companion
13 regulation, NAC 706.3968 lends support to this plain meaning interpretation as it gives the NTA
14 authority to dismiss an intervenor from a proceeding "[i]f it appears during the proceedings that an
15 intervenor has no direct or substantial interest..." NAC 706.3968 (4). This provision supports a liberal
16 interpretation of the intervention requirements at this pleading stage, since if after proceedings begin
17 an intervenor is found to be without the required interest it can always be dismissed. If an intervenor
18 had conclusively to prove its direct or substantial interest at the pleading stage of an intervention,
19 which is the import of the Order, this language of the regulation would be meaningless surplusage. A
20 statute or regulation should not be interpreted in a way that ignores or denies meaning to the words
21 used by the legislature (in this case the NTA in adopting it), nor to cause any provision to have no
22 consequence. *Senjab v. Alhulaibi*, 137 Nev. Adv. Op. 64, at 5 (Oct. 21, 2021) (citing *Berberich v. Bank*
23 *of America*, 136 Nev. 93, 95, 460 P.3d 440, 442 (2020) ("under the surplusage canon, no word or
24 provision of a statute 'should be ignored [or] given an interpretation that causes it to duplicate another
25 provision or to have no consequence'").

1 LifeTrans' clear statements of fact in its Petition to Intervene satisfy the plain meaning of these
2 applicable regulations. The Order is in error where it relies upon these regulations to deny LifeTrans'
3 Petition to Intervene, and the same should have been granted.

4 **The Order Contravenes NTA's Historical and Well Settled Interpretation of Its**
5 **Intervention Regulations**

6 An agency's interpretation of its own regulations should be given deference and given effect
7 unless such an interpretation would be unreasonable or not within the language of its governing
8 statutes. *City of Arlington v. Federal Communications Commission*, 569 U.S. 290 (2013); *Duchess*
9 *Bus. Serv., Inc. v. Nev. State Bd. of Pharmacy*, 124 Nev. 701, 709, 191 P.3d 1159, 1165 (2008).
10 Furthermore, a court, or an agency itself reviewing an interpretation of its regulations conducts the
11 review *de novo*, i.e., as here without deference to the hearing officer's interpretation. *Id.* The NTA in
12 reviewing, *de novo*, the hearing officer's Order can take notice of its own interpretation of and practice
13 regarding its intervention regulations. This has been liberally to construe these regulations to permit
14 intervention in proceedings by certificated carriers like LifeTrans where they have alleged facts that
15 set forth a statement they may be unreasonably and adversely affected by a proceeding, and thereby
16 prejudiced by exclusion from participation in the proceeding. The Order is a drastic and unprecedented
17 departure from this historical interpretation and practice.

18
19
20 In *Arizona Electric Power Cooperative Inc. v. United States*, 816 F.2d 1366 (1987), the
21 Ninth Circuit held:

22 The prior decisions of an agency "generally provide a guide to action that the agency may be
23 expected to take in future cases." *Atchison, Topeka & Santa Fe Railway Company v. Wichita*
24 *Board of Trade*, 412 U.S. 800, 807, 37 L. Ed. 2d 350, 93 S. Ct. 2367 (1973) (quoting *NLRB v.*
25 *Wyman-Gordon Co.*, 394 U.S. 759, 765-66, 22 L. Ed. 2d 709, 89 S. Ct. 1426 (1969)).
26 Although an agency may depart from its prior norms, when it does "the departure . . . must be
27 clearly set forth so that the reviewing court may understand the basis of the agency's action and
28 so may judge the consistency of that action with the agency's mandate." *Id.* at 808.

29 In instant case, the hearing officer's Order is *drastic departure* from the NTA's prior norms,
and the nature and reasons for the departure *are not set forth at all*, let alone in a manner that a court

1 could understand the basis of this drastic and precipitous change. And it is a change that is highly
2 prejudicial to the certificated carriers like LifeTrans that are regulated by, and practice before the NTA.
3 The rule of *Arizona Electric Power* is designed to avoid arbitrary and capricious agency actions and
4 decisions. *Id.* The Order is such an arbitrary and capricious action, and it should be reversed.
5

6 IV.

7 CONCLUSION

8 The Order does not follow the plain meaning of the NTA regulations governing
9 interventions, and it is an unprecedented and impermissibly arbitrary departure from NTA's
10 interpretation and practice regarding its intervention regulations. LifeTrans complied with these
11 regulations in its Petition to Intervene, and its intervention in Docket 21-10020 should have been
12 granted. LifeTrans respectfully requests the NTA reconsider the Order of the hearing officer and
13 grant LifeTrans' Petition to Intervene.
14

15 DATED this 18th day of February 2022.

16 MARK A. JAMES, ESQ.

17 /s/ Mark A. James

18 MARK A. JAMES, ESQ.

19 Nevada Bar No. 3082

20 2747 Paradise Rd. #1602

21 Las Vegas, NV 89109

22 *Counsel for Petitioner LifeTrans, Inc.*
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 18th day of February, 2022, I did deposit for mailing in the United States mail at Las Vegas, Nevada, a true and correct copy of the above and foregoing MOTION FOR RECONSIDERATION via e-mail addressed to:

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Office of the Attorney General
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An agent of MARK A. JAMES, ESQ.

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re the Application of WMT ENTERPRISES, LLC for)
Contract Carrier Authority to Operate Non-Emergency)
Medical Transportation Services)

Docket No. 21-10020

**APPLICANT WMT ENTERPRISES LLC'S OPPOSITION TO GMTCARE'S MOTION
FOR RECONSIDERATION OF THE DENIAL OF ITS
PETITION FOR LEAVE TO INTERVENE**

COMES NOW, WMT ENTERPRISES, LLC , (WMT) by and through their attorney of record,
James S. Kent, Esq., of James S. Kent, Ltd., and hereby respectfully submits this Opposition to the
Motion for Reconsideration filed by GMTCARE (GMT).

GMT's Motion cites NRS 233B.130(4) as the legal basis for the Motion. That is an incorrect
and improper basis for the relief they are seeking. NRS 233B.130(4) deals with reconsideration of a
final decision. In fact, NRS 233B.130(4) sets forth a timeline that requires actions to be taken within
a certain amount of time so that an aggrieved party will still have time in which to file for a petition for
judicial review. At this point, there is no final decision as the application is still pending, and thus
reconsideration is an improper request.

Further, the granting or denial of a petition for leave to intervene is not a final order, but an
interim order. As such, an interim order is not subject to reconsideration. NAC 706.3998 provides:

The Authority or presiding officer may, in the course of a proceeding and before entering
a decision or a recommended decision, issue an appropriate written interim order. An
interim order is not subject to exceptions or petitions for rehearing, reconsideration or
reargument, but any party aggrieved by the interim order may file a written motion to set
aside, stay or modify the order.

As GMT's Motion cites no proper legal authority for the relief being sought, the Motion must be denied.

NRCP 7 requires, in pertinent part:

(b) Motions and Other Papers.

- (1) In General. A request for a court order must be made by motion. The motion must:
 - (A) be in writing unless made during a hearing or trial;
 - (B) state with particularity the grounds for seeking the order;** and
 - (C) state the relief sought.

Emphasis added. The legal grounds for seeking the relief in its motion is based upon a reconsideration
of a *final* decision, not an interim decision. Thus, without proper grounds, the Motion must be denied.

1 Further, GMT's Motion goes on to discuss other legal authority but this additional authority only
2 further substantiates WMT's position that the Motion has failed to cite any proper authority for the relief
3 they are seeking. NRS 622A.390(1)(b) provides for reconsideration of a final decision of the regulatory
4 body. NRS 622A.390 further deals with matters *only after* the close of the hearing, and that would
5 include motions for reconsideration. As the hearing is still open on the application, the Motion for
6 Reconsideration as sought by GMT is not yet ripe. Lastly, NRC 60, even as quoted by GMT, provides
7 in subsection (b) the "Grounds for Relief from a *Final* Judgment, Order, or Proceeding." (Emphasis
8 added). Without sounding too repetitive, this matter has not had a final judgment or order, and thus any
9 requests such as GMT's is not yet ripe and must be denied.

10 If the Motion is considered, it still falls short of any basis for reconsideration or modification.
11 The Hearing Officer reviewed the Petition for Leave to Intervene (PLTI), the Opposition thereto, the
12 pertinent law and regulations, and made an informed and appropriate decision. Simply because one
13 repeated what had worked in the past does not mean it works in every situation. While the intervener
14 seemed to use the same cookie cutter PLTI, the Hearing Officer did the work, analyzed the application
15 and the PLTI, and made a correct decision. There was no error or any mistake, and the decision should
16 not be touched.

17 GMT first argues that somehow the Hearing Officer erred in failing to automatically allow GMT
18 to amend its PLTI, or that the Hearing Officer should have just otherwise have construed and disregarded
19 any deficiencies to simply grant the PLTI. GMT is basically stating that the Hearing Officer erred for
20 not correcting or overlooking the failure of GMT to meet its burden in seeking intervention. What is
21 erroneous is GMT's use of the Checker case to support their cause.

22 A review of Checker shows that it stood for two concerns that possibly relate to this matter.¹
23 First, as an admitted party to the case, seemingly even for what we would likely consider a "protestant",
24 such party has right to seek judicial review. While that may come up at some point, it really has nothing
25 to do with whether GMT should be allowed to intervene. Second, that the Authority failed to exercise
26 "its discretion to waive the rules or not, because of the representation that it had no discretion to do so."

27
28 ¹ The ruling on the procedure for allocating cabs between companies has no relevance to
the matter at hand.

1 Checker Cab v. State, Taxicab Authority, 97 Nev. 5, 621 P.2d 496, 498 (1981). This “failure” to
2 exercise its discretion to make that determination was the error, not the ultimate decision on whether to
3 allow them in or not. Ultimately, the decision was to remand it to District Court to remand to the
4 Authority to have a proper hearing. Nowhere, as argued and suggested by GMT, did the Court allow
5 Checker to participate in the hearing; rather, it was for the Authority to have a hearing on its discretion
6 to allow them in or not.

7 In this instance, the Hearing Officer did an analysis as required and made a decision. Checker
8 presents nothing to support a reconsideration, much less changing the decision made.

9 GMT next argues that because counsel for GMT has filed nearly the exact same PLTI in
10 numerous cases over the years, and because those PLTI’s have been granted, this Hearing Officer must
11 disregard the law and simply grant the PLTI because that was what has been done, right, wrong, or
12 otherwise, over the years. Essentially, officer, even though I know the posted speed limit is 55mph, you
13 cannot give me a ticket now for doing 80mph because you have never done so before. What we continue
14 to **not hear** is that GMT has complied with the law and thus has the merits to be granted their PLTI.
15 What we further do **not hear or see** in GMT’s Motion is a set of facts from any prior case similar to this
16 one in which this Hearing Officer made a departure from a prior norm. While Mr. Carson may very well
17 have filed PLTI’s in any number of cases, the question is how many of them were for contract carrier
18 status? How factually similar were they to this situation? How many were regarding Non-Emergency
19 Medical Transportation (NEMT) authority? To simply say the NTA has never denied his applications
20 before and therefore there must be error if he is now being denied has no legal standing or bearing.

21 Further, to state “all of them have been similar in nature to the one submitted in this matter” is
22 simply incorrect. The undersigned knows personally, having been involved in several of Mr. Carson’s
23 PLTI’s, that not “all of them” have involved contract carrier or NEMT applications. In fact, based upon
24 the significantly vast number of non-contract carrier authority versus contract carrier authority, the
25 undersigned will make an educated, and very safe bet, that absolutely not all, and reasonably not even
26 many, if any, of Mr. Carson’s prior PLTI’s involved a contract carrier, much less contract carrier for
27 NEMT authority.

28 ///

1 Further, GMT presents no prior written decisions with analysis to determine what, if any, “norm”
2 had been established by the NTA. Did those prior decisions apply the correct law? Did they analyze
3 the PLTI in accordance with the law? Did they actually review the requirements and see if the PLTI met
4 those requirements? Is Mr. Carson stating that these things were not performed in the past and thus they
5 do not need to be performed in the future? Or is he saying that the only analytical result that could come
6 from any such review must conclude that he needs to be allowed his PLTI because he was never denied
7 one before? In both the National Labor Relations Board v. Great Western Produce Inc.² and the Arizona
8 Electric Power Cooperative Inc. v. United States cases, the boards/agencies decisions were analyzed
9 against prior cases of record, where a standard/norm could be shown and documented, with the analysis
10 then performed reviewed to see if it was consistent or not with the past. GMT and its counsel Mr.
11 Carson provide no legal or factual basis to establish a norm which has been adopted, much less violated,
12 and they provide no facts or legal analysis how this Hearing Officer may have “strayed” from any such
13 norm. Again, there is no basis for the reconsideration or changing of the decision.

14 To be “arbitrary and capricious”, as GMT claims here, one must show that the record fails to
15 support the hearing officer’s decision. “The arbitrary-and-capricious standard does not permit a
16 reviewing court to vacate an arbitrator's award based on a misinterpretation of the law. Rather, our
17 review is limited to whether the arbitrator's findings are supported by substantial evidence in the record.”
18 Clark Cnty. Educ. Ass'n v. Clark Cnty. Sch. Dist., 122 Nev. 337, 342, 131 P.3d 5, 8 (2006), citing
19 Wichinsky v. Mosa, 109 Nev. 84, 90, 847 P.2d 727, 731 (1993). GMT makes no attempt to argue or
20 show that the Hearing Officer’s decision was not supported by “substantial evidence in the record”,
21 likely because it was.

22 What GMT attempts to do is claim that the Hearing Officer failed to do a proper analysis of NAC
23 706.3966. However, as stated above, to be arbitrary and capricious, it is not whether the hearing officer
24 failed to properly interpret the law, but whether the record supports the decision. In this instance, the
25 Hearing Officer noted that GMT did not meet the requirements of NAC 706.3966 as it never addressed
26 the opening language of NAC 706.3966(2) and simply jumped to the concluding language of subsection
27

28 ² NLRB v. Great Western Produce, Inc., 839 F.2d 555, 557 (9th Cir.1988)

1 (2); that because it was a CPCN operator, they had a direct and substantial interest. GMT's simple
2 recitation of the concluding language without addressing the opening language justify the denial
3 decision.

4 GMT's reading of NAC 706.3966 is plain wrong. The regulation does not state that current
5 CPCN holders have a direct and substantial interest simply if they provide the same type of authority in
6 the same territory. If the legislature had meant that. NAC 706.3966 would have a subsection (3) that
7 would be clear and concise and only state that. But it does not. NAC 706.3966's concluding language
8 cited to by GMT is clearly tied to subsections (1) or (2) and does not stand on its own. The Hearing
9 Officer noted this, it is part of the record, and thus there is no arbitrariness or capriciousness, and no
10 basis to grant GMT its relief.

11 GMT attempts to turn the tables and place the blame for its inadequate PLTI upon the NTA and
12 the Hearing Officer for not correcting their errors and/or omissions, not automatically granting leave to
13 amend, or simply just not granting their relief. They keep pointing back to them being a certified carrier,
14 but just being one is not enough. First, they must also meet the requirements of NAC 706.3966(a) or
15 (b), and then, and only then, does the concluding clause come into play. The Hearing Officer analyzed
16 the PLTI, found it did not, and thus the fact of GMT being a certified carrier was irrelevant. GMT never
17 asserted any of the requirements under either (a) or (b), and thus the decision of the Hearing Officer was
18 correct.

19 Further, and this point was not gotten to as GMT's PLTI never made it this far, the allowance
20 is not just for another certified carrier, but only "if the petitioner demonstrates that he or she is
21 authorized to provide **the same type of service** within the same territory as that which the applicant for
22 the certificate proposes to provide." (Emphasis added). WMT is seeking contract carrier authority. That
23 is different than non-contract carrier authority. It is a different application. It is a different status. On
24 the NTA's website, under the subsection of carriers, there is a distinction between contract carriers and
25 Non-Emergency Medical Transfer. GMT's CPCN starts with a "1", and a contract carrier starts with a
26 "6." They are different types of service, one holding itself to the general public (GMT) and the other
27 limited to servicing only those it has a contract with (WMT/contract carrier), so GMT does not simply
28 get to waltz in. In fact, they should not be looking at subsection (2) at all for this reason, and should

1 have focused on subsection (1) (which they failed to meet any of those requirements and the result would
2 be the same).

3 Lastly, GMT tries to claim that the NTA failed to disclose documents pursuant to an alleged
4 request by GMT. This is not part of the PLTI and is not appropriate in a Motion for Reconsideration.
5 GMT is not the watchdog for the NTA, and does not have authority to supervise the NTA in their jobs
6 and activities. This will not be addressed and should be denied as inappropriate for this Motion.

7 Even if considered. WMT, as an applicant, is still a “carrier” and thus its documents are subject
8 to the protections of a licensed carrier. Reviewing NRS 706.386, it states that a “[f]ully regulated
9 common motor **carrier**” may not operate as a carrier of intrastate commerce without first obtaining a
10 CPCN from the Authority. If one had to have a CPCN to be a carrier, then this statute would make no
11 sense, as a “carrier” would already have a CPCN and thus not need to obtain one from the Authority.
12 Further, while there is no definition of “carrier” by itself, under “common motor carrier” or “contract
13 motor carrier” or any other definition of carrier, none of them makes as a part of their definition the need
14 to have a CPCN. A “carrier” does not need to have a CPCN for the protections of NRS 706.1725 to kick
15 in. Further, in this instance, WMT did follow the appropriate procedures for confidential protection and
16 so did the NTA. Part of the problem with GMT’s PLTI is made clear at this point- they believe they
17 should have the right to intervene and participate so that they can make sure the NTA does its job. That
18 is not the allowance of an intervener.

19 GMT simply believes it should have more rights and authority than even the NTA, and that is
20 not the case nor the law. GMT failed in its PLTI, and now has similarly failed in its reconsideration.
21 GMT’s Motion should be dismissed, and there should be no change to the Hearing Officer’s decision.

22 Dated this 23rd day of February, 2022.

23 JAMES S. KENT, LTD.

24
25 By: 

26 James S. Kent, Esq.
27 Nevada Bar No. 5034
28 9480 S. Eastern Ave., Suite 228
Las Vegas, Nevada 89123
(702) 385-1100
Attorney for Applicant

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of JAMES S. KENT, LTD., and that on
3 the 23rd day of February, 2022, I caused the above and foregoing document **APPLICANT WMT**
4 **ENTERPRISES LLC'S OPPOSITION TO GMT CARE'S MOTION FOR RECONSIDERATION**
5 **OF THE DENIAL OF ITS PETITION FOR LEAVE TO INTERVENE** to be served by placing
6 same to be deposited for mailing in the United States mail, in a sealed envelope upon which first class
7 postage was prepaid in Las Vegas, Nevada to the attorney(s) listed below at the address; and/or
8 electronic service to the email indicated below:

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An employee of JAMES S. KENT, LTD.

FEB 28 2022

Nevada Transportation Authority
Las Vegas, Nevada

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re the Application of WMT ENTERPRISES, LLC for
Contract Carrier Authority to Operate Non-Emergency
Medical Transportation Services

Docket No. 21-10020

**APPLICANT WMT ENTERPRISES LLC'S OPPOSITION TO
LIFETRANS' MOTION FOR RECONSIDERATION
OF THE DENIAL OF ITS PETITION FOR LEAVE TO INTERVENE**

COMES NOW, WMT ENTERPRISES, LLC, (WMT) by and through their attorney of record,
James S. Kent, Esq., of James S. Kent, Ltd., and hereby respectfully submits this Opposition to the
Motion for Reconsideration filed by LifeTrans.

LifeTrans's Motion cites NRS 233B.130(4) as the legal basis for the Motion. That is an incorrect
and improper basis for the relief they are seeking. NRS 233B.130(4) deals with reconsideration of a
final decision. In fact, NRS 233B.130(4) sets forth a timeline that requires actions to be taken within
a certain amount of time so that an aggrieved party will still have time in which to file for a petition for
judicial review. At this point, there is no final decision as the application is still pending, and thus
reconsideration is an improper request.

Further, the granting or denial of a petition for leave to intervene is not a final order, but an
interim order. As such, an interim order is not subject to reconsideration. NAC 706.3998 provides:

The Authority or presiding officer may, in the course of a proceeding and before entering
a decision or a recommended decision, issue an appropriate written interim order. An
interim order is not subject to exceptions or petitions for rehearing, reconsideration or
reargument, but any party aggrieved by the interim order may file a written motion to set
aside, stay or modify the order.

Similar to GMTCare's Motion, As LifeTrans's Motion cites no proper legal authority for the relief being
sought, the Motion must be denied.

LifeTrans also cites to NRS 622A.390(5)(b) as authority for reconsideration. While Lifetrans
is correct that NRS 622A.390(5)(b) does allow for reconsideration based upon error of the hearing
officer, it does not provide for reconsideration of an interim order, but only that of the "findings and
recommendations or the decision." In fact, 622A.390(1) starts by stating that [a]fter the close of a
hearing, a party may file a motion for "requesting reconsideration of the findings and recommendations

1 of the hearing panel or officer or the final decision of the regulatory body.” NRS 622A.390(1)(b).
2 Again, these allowances for reconsideration are solely for *after* the close of the hearing. As the hearing
3 is still open on the application, the Motion for Reconsideration as sought by LifeTrans is not yet ripe,
4 and Lifetrans fails to cite any authority regarding reconsideration of an interim decision prior to a final
5 decision.

6 Lastly, LifeTrans argues that the NTA may rely upon NRCP 60. While the reliance upon the
7 NRCP’s is correct, even NRCP 60 provides in subsection (b) the “Grounds for Relief from a *Final*
8 Judgment, Order, or Proceeding.” (Emphasis added). Without sounding too repetitive, this matter has
9 not had a final judgment or order, and thus any requests such as LifeTrans’s is not yet ripe and must be
10 denied.

11 If any decision prior to the conclusion of the hearing were subject to reconsideration, the hearing
12 may never get done. If the hearing officer concludes that a party shall only be allowed two depositions,
13 one could argue that their “substantial and procedural right” to discovery is affected and needs to be
14 reconsidered. How about the decision on the admissibility (or inadmissibility) of evidence? A decision
15 one way or the other could be seen as a final decision on that particular issue, and could affect the rights
16 of one or more of the parties going forward. Is that subject to reconsideration and the filing of briefings
17 to argue error of the hearing officer prior to the final decision? No. While one decision may affect
18 someone in a way he or she thinks is important, the point is that the law and procedure do not allow for
19 reconsideration at this point, and the briefs of both LifeTrans and GMT fail to cite any authority
20 otherwise.

21 NRCP 7 requires, in pertinent part:

22 (b) Motions and Other Papers.

- 23 (1) In General. A request for a court order must be made by motion. The
24 motion must:
25 (A) be in writing unless made during a hearing or trial;
(B) **state with particularity the grounds for seeking the order;** and
(C) state the relief sought.

26 Emphasis added. The legal grounds for seeking the relief in its motion is based upon a reconsideration
27 of a *final* decision, not an interim decision. Thus, without proper grounds, the Motion must be denied.

28 However, if the Hearing Officer were to consider LifeTrans’ Motion, it still fails to provide basis
of error or any other reason for reconsideration and modification of the Hearing Officer’s decision.

1 LifeTrans argues in its Motion that:

2 (1) it is a limited non-emergency transportation service contract carrier regulated by the
3 NTA, (2) that it provides those limited transportation services to the very same health
4 care facilities for which WMT seeks a contract carrier certificate to provide the exact
5 same non-emergency transportation services, and (3) WMT may already be providing
6 these services without authority in contravention of the NTA's regulatory writ and the
7 law.

8 Motion for Reconsideration, page 4, lines 19-25. Regardless of what LifeTrans now argues, arguments
9 (2) and (3) were not within the PLTI and they further do not support intervention under NAC 706.3966.

10 WMT does not dispute that LifeTrans is authorized to provide the same type of authority, that
11 being contract carrier of non-emergency transportation services. In their second point, LifeTrans argues
12 that they are providing services to the same exact health care facilities as WMT is proposing, and this
13 will be addressed below. Finally LifeTrans argues that WMT may already be providing services without
14 authority. If this last point were true, then that should be submitted to enforcement for investigation and
15 determination. That is not a hearing concern. If that is proven by enforcement, then NTA staff will
16 present that as part of their investigation. To simply throw that out there without any proof whatsoever
17 and no basis does not support reconsideration (but rather borders on a Rule 11 violation for failing to
18 properly investigate a matter before citing it in a signed pleading).

19 As to (2), the new allegation that LifeTrans is providing services to the same two health care
20 facilities, Fundamental Clinical and Operations Services (Fundamental) and Nevada Behavioral Health
21 Systems (NBHS), this presents all sorts of concerns. First, so what? There is no prohibition on a facility
22 contracting with one or more carriers. Further, as noted by both WMT and the Hearing Officer,
23 competition is not a basis for adverse and unreasonable affect. If a facility wants to contract with WMT
24 rather than LifeTrans, that is up to the facility and not to the Hearing Officer or the NTA to decide.
25 LifeTrans' concern and argument is not with the NTA or this proceeding, and it is not an appropriate
26 basis for intervention.

27 Second, LifeTrans' claim to be providing services to either or both facilities is not believed to
28 be accurate, but if it is, then LifeTrans is making a blanket admission that it is operating in violation of
its own authority. LifeTrans' authority, attached hereto as Exhibit 1, provides which contracts LifeTrans
has authority to operate under, and neither Fundamental nor NBHS is listed therein. LifeTrans own

1 CPCN evidences that it has no authority to provide services to either of those entities.¹ So, either
2 LifeTrans filed a false document claiming it is providing services to entities when it is not doing so
3 (again, Rule 11 violation and sanctionable) or it is operating outside the scope of its authority and they
4 need to be investigated. They claimed in their PLTI that as a “regulatory compliant industry member
5 . . . the traveling public will substantially benefit” by allowing them to intervene. Their own statements
6 show that to be blatantly false statement. They either are not honest, or they operate outside their
7 authority; either way, it is actions such as theirs that adversely and unreasonably affects other carriers.

8 Take your choice but either by operating in violation of their own authority, or falsely alleging
9 facts to obtain rights to which they may not be otherwise allowed, LifeTrans is showing why it should
10 not be allowed to intervene. It is not appearing with clean hands and that alone should prohibit their
11 request for intervention. It certainly and absolutely does not support their PLTI, nor their request for
12 reconsideration.

13 If there is any way to overlook this, they still would not meet the requirements for intervention.
14 As noted with GMT, LifeTrans’ PLTI had to provide that the granting of WMT’s application would
15 unreasonably and adversely affect other carriers operating in the territory, and they whiffed on this issue.

16 The three points expressed by LifeTrans, as quoted above, do not demonstrate how that
17 unreasonably or adversely affects LifeTrans. Yes, they are in the same type of service and territory. The
18 proposed contracted entities are not on LifeTrans’ authority, but even if they were, that is a competition
19 argument and not a basis for denial, and thus not a basis for intervention. Finally, whether WMT is
20 currently providing services (which they **absolutely and unequivocally** deny) does not demonstrate
21 or make the argument that LifeTrans may be unreasonably or adversely affected if WMT were granted
22 authority to service the two proposed contracts. If there were any truth to that allegation, again, it is an
23 enforcement issue, and if LifeTrans wants to play that out, they need to do it through enforcement as this
24 is not the proper forum for that investigation. In fact, the lack of any such request to this point would
25 indicate LifeTrans simply wants to make the allegation, not actually have it proven baseless.

26
27 ¹ LifeTrans had a modification of its authority granted at the July 27, 2021 agenda (*see*
28 Exhibit 2), but they have not met their compliance requirements (despite now being some 208 plus
days past) so the old authority is still in place; regardless, under old or new authority, these to
facilities are not set forth in Lifetrans’ authority.

1 Beyond simply not meeting the requirements of NAC 706.3966, LifeTrans argues, just as did
2 GMT, that the Hearing Officer departed from the NTA's "historical interpretation and practice."
3 Motion, page 6, line 19. And just like with GMT, this argument fails. LifeTrans presents no facts or
4 evidence that the Hearing Officer applied a different law, or that his analysis differed from any prior
5 hearing officer's process or analysis. The only argument is that the Hearing Officer came to a conclusion
6 LifeTrans did not like, and therefore the Hearing Officer somehow, and obviously, drastically departed
7 from prior interpretation of the laws and regulations.

8 In support of this, LifeTrans simply argues that the Hearing Officer did not liberally construe the
9 regulations enough to appease them. LifeTrans fails to provide any "norms" that had been established
10 by the NTA that the Hearing Officer supposedly varied from. Is LifeTrans, like GMT, stating that all
11 of their PLTI's are identical, and thus if every identical PLTI has been granted, then this one should as
12 well? One would think that every PLTI should be based upon that particular application, and not simply
13 a cookie cutter form that just changes the applicant's name. Unless each of the other instances which
14 allegedly established the "norm" involved a contract carrier for non-emergency medical transportation,
15 it is difficult to see how one could claim that this Hearing Officer departed from those imagined norms.

16 And what are these "norms" that the Hearing Officer supposedly departed from? Neither
17 LifeTrans nor GMT provide any specific norms that had been deviated from. While WMT does not
18 believe there was any deviation, deviation is allowed so long as the reasons for it are clearly set forth.
19 Arizona Electric Power Cooperative Inc. v. United States, 816 F.2d 1366, 1374 (1987). The Hearing
20 Officer in this instance has provided substantially more information than is normally provided in an
21 PLTI decision. It clearly set forth the basis for the denial of the PLTIs, and provides a basis "so that [a]
22 reviewing court may understand the basis of the agency's action and so may judge the consistency of
23 that action with the agency's mandate." *Id.* In fact, what is missing is the "norm" alleged by LifeTrans
24 for the reviewing court to better understand (likely because there either is none or there was no
25 deviation).

26 LifeTrans presents no prior written decisions with analysis to determine what, if any, "norm" had
27 been established by the NTA. Did those prior decisions apply the correct law? Did they analyze the
28 PLTI in accordance with the law? Did they actually review the requirements and see if the PLTI met

1 those requirements? Is Mr. James stating that these things were not performed in the past and thus they
2 do not need to be performed in the future? Or is he saying that the only analytical result that could come
3 from any such review must conclude that he needs to be allowed his PLTI? In Arizona Electric Power
4 Cooperative Inc. v. United States, supra, the board/agency decisions were analyzed against prior cases
5 of record, where a standard/norm could be shown and documented, with the analysis then performed to
6 see if it was consistent or not with the past. LifeTrans provides no legal or factual basis to establish a
7 norm which has been adopted, much less violated, and they provide no facts or legal analysis how this
8 Hearing Officer may have "strayed" from any such norm. Again, there is no basis for the reconsideration
9 or changing of the decision.

10 LifeTrans, like GMT, filed their PLTI's for no other reason than to want to delay, harass, or
11 otherwise disturb WMT's application with the hope of preventing them from getting licensed. They
12 have actual legal or factual argument. In fact, the only concern that LifeTrans presented is the need for
13 itself to be investigated for operating outside the scope of its authority. For the variety of reasons
14 provided herein, LifeTrans's Motion for Reconsideration must be denied in its entirety.

15 Dated this 25th day of February, 2022.

16 JAMES S. KENT, LTD.

17
18 By: 

19 James S. Kent, Esq.
20 Nevada Bar No. 5034
21 9480 S. Eastern Ave., Suite 228
22 Las Vegas, Nevada 89123
23 (702) 385-1100
24 Attorney for Applicant
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of JAMES S. KENT, LTD., and that on
3 the 25th day of February, 2022, I caused the above and foregoing document **APPLICANT WMT**
4 **ENTERPRISES LLC'S OPPOSITION TO LIFETRANS' MOTION FOR RECONSIDERATION**
5 **OF THE DENIAL OF ITS PETITION FOR LEAVE TO INTERVENE** to be served by placing
6 same to be deposited for mailing in the United States mail, in a sealed envelope upon which first class
7 postage was prepaid in Las Vegas, Nevada to the attorney(s) listed below at the address; and/or
8 electronic service to the email indicated below:

9
10 Radhika Kunnel, Esq.
11 Matthew Feeley, Esq.
12 Office of the Attorney General
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25
26
27
28

An employee of JAMES S. KENT, LTD.

EXHIBIT 1

NEVADA TRANSPORTATION AUTHORITY

ORDER AND PERMIT

LIFETRANS, Inc.

MV 6153
Docket No. 14-01024

The Nevada Transportation Authority ("Authority") finds that the above-named carrier has complied with this Authority's Compliance Order dated October 30, 2014, 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 LIFETRANS, Inc. is hereby granted this Contract Carrier Permit, identified as MV 6153, 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 Permit 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 Permit.

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 Permit.

IT IS FURTHER ORDERED that this Permit 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:

To provide non-emergency medical transportation pursuant to contracts with Caremore Health Plan of Nevada, Inc., JSA P5 Nevada, LLC d/b/a Healthcare Partners of Nevada, ZoneCare USA of Delray, LLC d/b/a Optimal Care Transportation & Translation, and Health Plan of Nevada, Inc., and Sierra Healthcare Options, Inc.

If either party cancels the above contracts, or if the contracts are revised in any way, the carrier must notify the Authority immediately of such cancellation or modification.

IT IS FURTHER ORDERED that cancellation of the aforementioned contract will automatically revoke this Permit.

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 Contract Carrier Permit.

By the Authority,


Andrew J. MacKay, Chairman

Attest: 
James Allen Day, Administrative Attorney

Dated: February 12, 2015
Las Vegas, Nevada



EXHIBIT 2

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of Life Trans, Inc. under)
Contract Carrier Permit MV 6153 for expansion of)
authority to add contracts.) Docket 19-06030
_____)

At a general session of the Nevada Transportation
Authority held on July 27, 2021.

PRESENT: Chairman Dawn Gibbons
Commissioner George Assad
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 June 26, 2019, Life Trans, Inc. ("Applicant") filed an Application with the Authority for an expansion of authority granted under Contract Carrier Permit MV 6153. The Applicant seeks to add additional new contracts to its existing license. This is a non-emergency medical care transportation company. This Application is designated as docket 19-06030.
2. That on July 2, 2019, this matter was properly noticed to the public. The notice set forth a deadline of August 2, 2019. On July 29, 2019, GMT CARE, LLC ("GMT") or ("Intervenor"), by and through its attorney Brent Carson, Esq., filed a timely Petition for Leave to Intervene to which intervenor status was granted. On August 2, 2019, American Investment Enterprises, Inc. ("AMR") by and through its attorney Mark Ferrario, Esq., filed a timely Petition for Leave to Intervene that was also granted. No other Petitions for Leave to Intervene or Protests were filed. Both interventions were consolidated, and Attorney Brent Carson represented both at the hearing on the application.

3. Intervenor's request for discovery was granted and completed prior to the application hearing.
4. In accord with the hearing notice the Authority convened a hearing on the Application before Commissioner George Assad, Presiding Officer. Appearing on behalf of the Applicant, Life Trans, Inc., was the owner and founder of the company, Avetis Avetisyan. Applicant was represented by Attorney Mark James.
5. Appearing on behalf of intervenor GMT was the owner of the company, Emil Bejgu, who was represented by Attorney Brent Carson at the application hearing.
6. Appearing on behalf of the Authority were Liz Babcock, Applications Manager; Yvonne Shelton, Financial Analyst; and Karen Rayson, Compliance Audit Investigator. The Authority was represented by Louis V. Csoka, Esq., Deputy Attorney General.
7. Applicant offered and Commissioner Assad accepted into evidence marked as Applicant's Exhibit 1 the color graph and Applicant's Exhibit 2 the flow chart. Intervenor offered and Commissioner Assad accepted as exhibits marked as Intervenor's Exhibits.
8. After direct and cross examination, applicant testified that they needed the NTA to grant additional contracts to their license to meet the demands of the sick and injured Nevadans requiring non-emergency transportation to and from their homes and medical facilities. Demand was significantly increased by Covid, by the increase in Nevada's population in general, and by the myriad number of mergers and/or consolidations in the health care and health insurance industry. See Transcript, hereinafter (T) at p 8-87.
9. Intervenor, who is a direct competitor, objected on the grounds that Applicant's expansion would exceed the 6 contract limit under NAC 706.232 and/or NAC 706.274. Other issues and arguments were also raised by intervenor. See T at p 90-107.
10. NTA staff after direct and rigorous cross examination unanimously supports this application.

Karen Rayson, who has been the compliance audit investigator for four years, submitted a report after completing her investigation, that was admitted into evidence, and testified that Life Trans, Inc. is operationally fit and she supports the application. See T at p 108-117.

Yvonne Shelton, who has been a financial analyst with the NTA for 13 years, testified after rigorous cross examination, that Life Trans, Inc. was financially fit under NAC regulations even with the addition of several more contracts. Her report was admitted into evidence. See T at p 118-134.

Liz Babcock, who has been the applications manager for the past 13 years and who oversees the entire application testified after direct and cross examination, that the Applicant was found operationally and financially fit and she supports the application. See T at 134-149.

11. Attorney Mark James made a motion for deviation under NAC 706.1305 on at least two occasions: to wit, on August 10, 2020 and again on June 24, 2021 to allow eleven contracts under this application and license.
12. After considering arguments from applicant and intervenor and listening to all witnesses and reviewing all evidence, the hearing officer found that good cause exists for a deviation under NAC 706.1305 to allow the additional contracts requested by Life Trans Inc. specifically: OPTUM CARE, AMERIGROUP NV, P3 HEALTH PARTNERS, HCA HEALTHCARE, VALLEY HEALTH SYSTEM, LOGISTICARE, and DIGNITY. If any of these companies merge or acquire any additional companies through consolidation of any manner, such acquisition or merger will be considered ONE contract and will not require an additional application request or modification. Only a notice to the NTA will be required.
13. Hearing officer makes the following findings: That the needs of the traveling public, specifically the sick or injured, was of paramount importance. The hearing officer found that

the arguments petitioner made regarding competitive rates lacked merit. Common Carriers can always request a financial tariff modification to compete with Contract Carriers. The hearing officer found that the health-care industry and the health insurance industry have been experiencing dynamic changes to their business models; specifically, mergers, acquisitions, and other forms of consolidation and capitation. The hearing officer also found that granting the applicant's request will promote sound economic conditions in accordance with NRS 706.151. The hearing officer found that competition among contract and common carriers is a plus for the industry and more competition is even better.

14. Therefore, the hearing officer found that good cause does exist under NAC 706.1305 for a deviation from NAC 706.232 and/or NAC 706.274.

CONCLUSION OF LAW

1. Based on the records relevant to the Application, the testimony and evidence presented and admitted at the hearing, Commissioner Assad finds and concludes that Good Cause exists to grant a deviation under NAC 706.1305.

DISCUSSION

1. Commissioner Assad, having fully considered the above-mentioned Findings of Fact and Conclusions of Law recommended to the Authority that the Application on file herein be GRANTED.

BASED ON THE FOREGOING, it is ORDERED that:

1. The Application on file herein to Life Trans Inc. be GRANTED as specified below:

To provide non-emergency medical transportation pursuant to contracts with Caremore Health Plan of Nevada, Inc. JSA P5 Nevada, LLC d/b/a Healthcare Partners of Nevada, Health Plan of Nevada, Inc. and Sierra Healthcare Options, Inc., Optum Care, Amerigroup NV, P3 Health Partners, HCA Healthcare, Valley Health System, Logisticare and Dignity.

If either party cancels the above contracts, or if the contracts are revised in any way, the carrier must notify the Authority immediately of such cancellation or modification.

2. Upon full compliance with the conditions of this Order, a Contract Carrier Permit MV 6153 , shall be CANCELLED, and a new Contract Carrier Permit MV 6153 Sub 1 shall be issued to Life Trans, Inc. authorizing the holder to engage in transportation in intrastate commerce as a contract carrier as is more particularly described in the first ordering paragraph above.
3. Before issuance of the Contract Carrier Permit MV 6153 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. Provide copies of signed and executed contracts to the Authority.
 - c. Remit to the Authority for any noticing fees and/or any other outstanding debt owed to the Authority.
4. Compliance with the foregoing requirements must be made by the Applicant NO LATER THAN 120 days from the date of this Order. If the Applicant fails to comply within 120-day time period, the Deputy Commissioner of the Authority may vacate this Compliance Order and dismiss this Application.
5. The Deputy Commissioner shall be authorized to issue the above-referenced Contract Carrier Permit upon the Applicant meeting all requirements set forth herein.

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6. That 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

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.

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: Application of WMT ENTERPRISES, LLC)	
for Contract Carrier Authority to Operate Non-	)	Docket Number 21-10020
Emergency Medical Transportation Services)	
)	

**ORDER AFFIRMING THE FEBRUARY 3, 2022 DENIAL OF THE PETITIONS FOR
LEAVE TO INTERVENE SUBMITTED BY GMTCARE and LIFETRANS and (2)
ORDER DENYING THE MOTIONS FOR RECONSIDERATION ALSO FILED BY
GMTCARE and LIFETRANS**

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

On October 12, 2021, WMT Enterprises submitted an application to act as a contract carrier providing non-emergency medical transportation requesting authorization of two (2) contracts to be, initially, serviced by four (4) vehicles. One (1) proposed contract was to provide transportation services to Nevada Behavioral Health Systems while the other proposed contract was to provide transportation services to Fundamental Clinical and Operational Services, LLC. Both of the proposed contracts provide transportation services to the actual entities and not with an insurance company or administrative service company.

On November 18, 2021, GMTCARE, by and through counsel Brent Carson, submitted a Petition for Leave to Intervene (PLTI). On November 19, 2021, LifeTrans, by and through counsel Mark A. James, also submitted a PLTI. On November 30, 2021, WMT Enterprises, by and through counsel James S. Kent, submitted a single Response to both of the PLTIs.

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On February 3, 2022, after in-depth review of the arguments set forth in each PLTI, an Order was issued which denied both GMTCARE and LifeTrans' Petitions For Leave to Intervene.¹

On February 11, 2022, GMTCARE submitted a Motion for Reconsideration. On February 18, 2022, LifeTrans submitted a Motion for Reconsideration.² WMT Enterprises submitted its Opposition to GMTCARE's Motion on February 23, 2022 and its separate Opposition to LifeTrans' Motion on February 25, 2022.

In order to permit GMTCARE and LifeTrans to enunciate any and all of their arguments in support of the Motions For Reconsideration, a hearing was conducted on April 12, 2022. This hearing was conducted at the Las Vegas office of the Nevada Transportation Authority (NTA) and was attended by: Brent Carson and his client Ione Bejgu on behalf of GMTCARE, Mark A. James and his client Avo Avetisyan via Webex on behalf of LifeTrans, and James Kent appeared with Carlo Meguerian while Harout Barghoutian appeared via Webex on behalf of WMT Enterprises.

After consideration of all of the facts, statements, allegations and arguments submitted in the PLTIs, the Motions For Reconsideration and the arguments presented at the April 12, 2022 hearing, this Order affirms the denial of the PLTIs and denies the Motions for Reconsideration based on the following analysis.

ANALYSIS RESULTING IN DENIAL OF THE MOTIONS TO RECONSIDER

Both of the Motions for Reconsideration rely on some very similar arguments which will be analyzed together. The individual arguments presented by each potential intervenor will be discussed separately.

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¹ See February 3, 2022 Order Denying Both of the Petitions for Leave to Intervene Submitted by (1) GMTCARE and (2) LifeTrans which is part of the general session backup documentation.

² These documents were treated as "motions" because this docket has not been finally decided by the Authority. See NAC 706.3959(1).

Similar Arguments Presented by Both GMTCARE and LifeTrans in Their Motions for Reconsideration

APPLICATION OF NAC 706.3966

At the April 12, 2022 hearing, counsel for LifeTrans conceded that a Petition for Leave to Intervene must comply with all parts NAC 706.3966(1)(a-d) and NAC 706.3966(2)(b) before the conclusion can be drawn that the petitioner shall be deemed to have a direct and substantial interest in the proceeding.³

However, in LifeTrans Motion for Reconsideration, it asserted in different and lengthier sentences that it did not mirror the statutory language of NAC 706.3966 in it's PLTI.⁴ A close review of LifeTrans' PLTI and Motion establishes that both documents contain little more than the facts/information frp, the language of the relevant regulation.

LifeTrans' PLTI states:

LifeTrans is currently a certificated carrier in the same territory as the proposed application, and thus, is deemed to have a direct and substantial interest.⁵

This mirrors the concluding language of NAC 706.3996.

It is recognized that LifeTrans' PLTI does state that it "already provides transportation services to members of health plans that reside in Fundamental facilities and Nevada Behavioral Health facilities."⁶ However, these words do nothing more than identify LifeTrans as a certified carrier in the same territory – again, the concluding language of NAC 706.3996.

Further, as noted above, while LifeTrans' Motion for Reconsideration uses more words, it still asserts the same language used in the conclusionary language of NAC 706.3996.⁷

³ Counsel for GMTCARE would not concede that all parts of NAC 706.3996(1)(a-d) and 706.3996(2)(b) must be analyzed in a PLTI.

⁴ See LifeTrans Motion at 2.

⁵ See LifeTrans PLTI p.2 lines 8-9.

⁶ See LifeTrans PLTI p.2 lines 9-11.

⁷ See LifeTrans Motion at 2.

A close review of GMTCARE's PLTI, Motion and argument at the April 12, 2022 hearing leads to the same conclusion. GMTCARE's documents not only mirror the concluding language of NAC 706.3996, it's argument regarding this regulation actually goes much further. GMTCARE argues that,

once [a carrier] establish[es] or demonstrate[s] that [it] provide[s] the same type of services in the same territory, the regulation says [a potential intervenor] is deemed to have a direct and substantial interest in the proceeding. No additional facts need to be shown ... If Petitioner is authorized to provide the same type of service in the same territory, **that is it.**⁸

If this argument was correct, a potential intervenor would not need to include any facts/information in a PLTI; a petitioner would only need to write that it (the potential intervenor) engages in the same type of service in the same territory. GMTCARE declares that this novel conclusion is based on the "legislature [which] made it very clear Certificate Holders, who provide the same type of service in the same territory are to be treated differently than any other company or person who wants to intervene in a matter."⁹ Contrary to GMTCARE's reasoning, neither the legislature nor the language of NAC 706.3966 support this special status because it completely ignores all of the other requirements set out in NAC 706.3966(1) thru (2).

Nothing expressed in either of the Motions for Reconsider or in the arguments presented during the April 12, 2022 hearing establish that the analysis, set forth in the Order Denying Both of the Petitions for Leave to Intervene Submitted by (1) GMTCARE and (2) LifeTrans, was clearly erroneous or should be amended in any manner.¹⁰ The February 3rd Order is affirmed and the Motions for Reconsideration are denied.

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⁸ See GMTCARE Motion at p.8. (Emphasis added).

⁹ Id.

¹⁰ See Order p.2.

APPLICATION OF NAC 706.3966(1)(c)(1)

NAC 706.3966(1)(c) requires a “clear and concise statement of the direct and substantial interest of the petitioner in each statutory element at issue before the Authority” which “must include, **without limitation**: (1) a description of the manner in which the petitioner may be unreasonably and adversely affected by the proceeding; and (2) a description of the manner in which the petitioner will be prejudiced by the denial of the petition to intervene.¹¹ When the issue before the Authority is whether to grant an initial application for a contract carrier permit, the relevant “elements” are set out in either NAC 706.1375 or NRS 706.431.¹²

In the present docket, and as noted above, based on the concluding statutory language of NAC 706.3996, both GMTCARE and LifeTrans asserted “a direct and substantial interest” in the contract carrier application by WMT Enterprises. Technically, neither GMTCARE nor LifeTrans actually asserted a direct and substantial interest in any statutory element at issue before the Authority.¹³ Rather GMTCARE and LifeTrans both asserted a desire to be allowed to intervene in the following “areas”: (1) market, (2) compensability and (3) operational fitness and financial ability.¹⁴

Without relying on hyper-technicality, “market” is not an element of a contract carrier application.¹⁵ “Market” is solely an element in a common carrier application.¹⁶ Therefore, “market” does not establish a basis to grant the either carriers’ PLTIs or the Motions for Reconsideration.

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¹¹ NAC 706.3966(1)(c)(1) and 706.3966(1)(c)(3)

¹² Of course, a potential intervenor is not required to have a direct and substantial interest in every NAC 706.1375 and/or NRS 706.431 element.

¹³ See GMTCARE PLTI p.2 between lines 4 and 5; see also LifeTrans PLTI p.2 between lines 4 and 5.

¹⁴ See GMTCARE PLTI p.2 between lines 12 and 13; see also LifeTrans PLTI p.2 line 16.

¹⁵ See NRS 706.426 and NRS 706.431. “Market” is not an element of a contract carrier application because the contracts submitted with the application identify and limit the contract carrier’s authority.

Moreover, the PLTIs submitted by GMT CARE and LifeTrans broadly assert that their intervention should be granted because as certificated carriers they can provide important information for the NTA's consideration when reviewing WMT Enterprises' application.¹⁷

These assertions completely overlook and ignore the fact that the NTA has its own financial department comprised of three persons: Liz Babcock and Yvonne Shelton both of whom have been with the NTA for fourteen (14) years and Paul Servello who has been with the NTA for three years. These assertions also overlook and ignore the fact that the NTA financial department is tasked, in pertinent part, with the following duties:

1. Review of the financial data contained in the application and tracing the data to the supporting documents submitted with the application.
2. Review of the pro forma document to verify the proposed revenues are reasonable when compared to other similar carriers.
3. Review of the expenses, if any are missing contact with the applicant regarding the need to amend the submitted expenses occurs or if the submitted expenses are over or under the amount stated in the application, the analyst will adjust those numbers accordingly.
4. Compare all submitted financial data to other similar carriers to determine if applicant's financial data is reasonable.
5. Contact identified contractors, conduct interviews and determine if the applicant's financial projections are reasonable.
6. Determine whether the applicant/application meets the requirements set out in the different regulations.¹⁸

¹⁶ See NRS 706.391(f) discussing the existence of a "market" which is only required in an application for common carrier CPCN.

¹⁷ See Lifetrans' PLTI at p.4 lines 6-7 (allowing LifeTrans to intervene "would substantially help and perfect such review and decision by NTA."); see also p.4 lines 10-11 ("LifeTrans has valuable experiential information to provide to the NTA."); see also p.4 lines 21-23 (denial of the request to intervene will result in the loss of information "that would otherwise be substantially beneficial to the NTA's consideration of the application."). See GMT CARE's PLTI at p.3 ("GMT further submits that the NTA .. will benefit by granting this Petition, which will allow the NTA to directly hear from a currently certificated carrier regarding Applicant's lack of a market, the corresponding impact on certificated carriers when a carrier is allowed to expand without necessary market, operational and financial fitness.").

¹⁸ Both GMT CARE and LifeTrans know the persons employed in the financial department. Moreover, these carriers are very aware that the financial department completes these noted tasks because their initial applications and GMT CARE's subsequent request to expand its authority were reviewed by the financial department.

Thus, the NTA financial department completes all of the tasks associated with “compensability” and “operational fitness and financial ability” which both GMT CARE and LifeTrans imply can only be accomplished by permitting the intervention of a certificated carrier.

Additionally, the financial department of the NTA is objective and, unlike GMT CARE and LifeTrans, is not an adversary to WMT Enterprises. Further, the NTA financial department, unlike GMT CARE and LifeTrans, does not have any financial interest in whether WMT Enterprises’ application for two (2) contracts is granted or denied.¹⁹

During the April 12, 2022 hearing, LifeTrans’ financial interest in the denial of WMT Enterprises’ request to become a contract carrier became quite apparent. Counsel for LifeTrans stated that WMT Enterprises’ application impacts the finances of LifeTrans because “a substantial basis of the work they do now comes through its contract with Optum Care.” And, in response to a question by counsel for WMT Enterprises, counsel for LifeTrans specified that granting contracts to WMT Enterprises “will take away business” from LifeTrans.

Nothing expressed in either of the Motions for Reconsider or in the arguments presented during the April 12, 2022 hearing establish that the analysis, set forth in the Order Denying Both of the Petitions for Leave to Intervene Submitted by (1) GMT CARE and (2) LifeTrans, was clearly erroneous or should be amended in any manner. The February 3rd Order is affirmed and the Motions for Reconsideration are denied.

THERE IS ABSOLUTELY NO EVIDENCE REGARDING: (1) the NTA’s ACTUAL INTERPRETATION OF RELEVANT REGULATIONS and (2) the NTA’s ASSERTED “POLICIES” and/or “STANDARDS” REGARDING THE CONTENTS OF PLTIs

Both GMT CARE and LifeTrans challenge the Order Denying the two PLTIs as contravening the NTA’s prior historical and well settled interpretation of the regulation establishing the contents

¹⁹ See LifeTrans PLTI at p.3 (“protect its interest as contract carrier”); see also LifeTrans PLTI p. 4 lines 11-12 (“as well as protecting its own interest as a certificated and regulatorily compliant industry member”).

of a PLTI.²⁰ These claims do not provide any basis for the Order Denying the PLTIs to be vacated or amended. First, neither GMTCARE or LifeTrans provided any “evidence” of the historical or well settled interpretation. That is because none exists.

As counsel for both GMTCARE and LifeTrans know, any order entered by a single presiding officer does not become final until considered and adopted by the full Authority at an NTA general session hearing. As both counsel are aware, close in time to a general session hearing, any orders entered by a single presiding officer which will be considered at the general session, are available for review by attorneys, carriers and any other interested members of the public. If a majority of the Authority adopt an order, authored by a single officer, a final order is prepared and signed by the approving members of the NTA. It is only the final order which would enunciate the basis and interpretation of any regulations.

Prior to the presently challenged Order Denying the PLTIs, there hasn’t been a historic or well settled interpretation because no prior orders granting or denying PLTIs have been considered by the full Authority. Without the adoption of an order granting or denying a PLTI by the full Authority, there cannot be any historic, well settled interpretation or policy regarding the application of any regulations. Without adoption of an order granting or denying a PLTI by the Authority, the public – both lawyers and/or carriers – have no idea how different presiding officers have reviewed the regulation controlling the content of a PLTI. If only individual attorneys, who have previously litigated PLTIs, know the reasons why different presiding officers have granted or denied a PLTI, there cannot be any historic or well settled interpretation of the NTA intervention regulations.

As there is not any reliable data or data of any kind available to rely upon, in its Motion for Reconsideration, GMTCARE asserts anecdotal information that no one, other than counsel for GMTCARE, would know.

²⁰ See Lifetrans Motion at p.6-7; see also GMTCARE’s Motion at p.1 through 2 and p. 6 asserting “the NTA changed policies with (sic) out providing the requisite notice.

If no one, other than a single, specific attorney, knows how a regulation regarding PLTI has been decided, no “standard or policy” exists.²¹ This same analysis applies to LifeTrans’ similar assertions on this issue.

Rather than even trying to provide anecdotal information, LifeTrans blithely asserts that it has been the NTA’s practice to liberally “construe these regulations to permit intervention in proceedings by certificated carriers like LifeTrans where they have alleged facts that set forth a statement they may be unreasonably and adversely affected by a proceeding, and thereby prejudiced by exclusion from participation in the proceeding.”²² Again, nothing more than the statutory language of NAC 706.3966(1)(c)(1) and (1)(c)(3).

Even if there was any evidence of the “historical” interpretation of the intervenor regulations, the cases cited by LifeTrans are not controlling regarding this issue in any manner. While City of Arlington v. Federal Communications Commission and Duchess Bus. Serv., Inc. v Nevada Bd. of Pharmacy loosely support LifeTrans’ declaration that “an agency’s interpretation of its own regulation should be given deference and given effect unless such an interpretation would be unreasonable or not within the language of its governing statute.”²³ Neither of these cases support the argument that “a court, or an agency itself reviewing an interpretation of its regulations conducts the review *de novo*, i.e., as here without deference to the hearing officer’s interpretation.”²⁴

Moreover, in City of Arlington, the United States Supreme Court was required to consider whether an agency’s interpretation of a **statutory ambiguity** that concerns the scope of its regulatory authority (that is, its jurisdiction) is entitled to deference.²⁵

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21 See GMT CARE

22 LifeTrans’ Motion for Reconsideration at p.6 lines 14-17.

23 See LifeTrans Motion at p.6.

24 Id.

25 City of Arlington, 569 U.S. 290, 293, 133 S. Ct. 1863, 1866, 185 L. Ed. 2d 941 (2013)(emphasis added)citing Chevron U.S.A. Inc. v. Natural Resources Defense Council, Inc., 467 U.S. 837, 104 S.Ct.

Even though the Court determined that “deference (was required) for an exercise of [the] authority within the agency's substantive field,” the entirety of City of Arlington is not controlling.

As noted above, the United States Supreme Court was reviewing an **ambiguous** statute. LifeTrans, itself, recognizes that “NAC 706.3966 and 3968 are without ambiguity.”²⁶ This recognition establishes that City of Arlington fails to support LifeTrans interpretation argument and its assertion that “the Order is a drastic and unprecedented departure from this historical interpretation and practice.”²⁷

Dutchess does not support any contention made by LifeTrans in its historical and well settled interpretation analysis. In Dutchess Bus. Servs., Inc. v. Nevada State Bd. of Pharmacy, the Nevada Supreme Court actually ruled in a manner that supports the denial of the Motions for Reconsideration as well as the denial of the PLTIs. In Dutchess, even in the absence of express statutory authority, the Supreme Court concluded that the joinder of the two defendants during the Board’s hearing was within the discretion of the Board. The Supreme Court specified that “[s]uch a determination is within the broad scope of discretion afforded to the Board as an administrative agency.”²⁸ If joinder was within the agency’s scope of discretion, the conclusion that the NTA regulations regarding intervention require more than mirroring the statutory language is also well within the NTA’s broad scope of discretion provided by NAC 706.3968(2).

Nothing expressed in either of the Motions for Reconsider or in the arguments presented during the April 12, 2022 hearing establish that the analysis, set forth in the Order Denying Both of the Petitions for Leave to Intervene Submitted by (1) GMT CARE and (2) LifeTrans, was clearly erroneous or should be amended in any manner.

²⁷⁷⁸, 81 L.Ed.2d 694 (1984).

²⁶ LifeTrans Motion at p.4.

²⁷ LifeTrans Motion at p.6.

²⁸ Dutchess Bus. Servs., Inc. v. Nevada State Bd. of Pharmacy, 124 Nev. 701, 710, 191 P.3d 1159, 1165 (2008) citing American Beef Packers, Inc. v. U.S. Dep’t Agric., 486 F.2d 1048, 1049 (8th Cir.1973) for the conclusion that “[p]rocedural decisions relating to such matters as pleadings, joinder of parties,

The February 3rd Order is affirmed and the Motions for Reconsideration are denied.

Individual Arguments Presented in the Two Motion for Reconsideration

ARGUMENT SUBMITTED ONLY BY GMT CARE

In its post order filings and also during the April 12, 2022 hearing, counsel for GMT CARE asserted that he should have been allowed to amend GMT CARE's PLTI after the presiding officer entered the February 3, 2022 Order denying GMT CARE's request to intervene in the present docket. According to GMT CARE, NAC 706.3955 required the presiding officer notify GMT CARE of the reasons why the PLTI would be denied before the Order was entered and then permit GMT CARE to amend its PLTI in a way that would not result in the denial of the document.²⁹ This is an absurd argument – in what court does a judge contact a litigant, inform the litigant of the reasons a pending pleading will be denied and then allow the litigant to amend the pleading to fix the problems that would have resulted in the denial of the pleading? That does not happen in any court.

Even if NAC 706.3955 can be read as permitting the above noted actions, GMT CARE utterly fails to recognize that permitting amendment after the entrance of an order denying the PLTI would certainly "affect the substantial rights" of WMT Enterprises. WMT Enterprises would have defeated GMT CARE's request to become an intervenor in the docket. If a PLTI does not exist in a docket, the Authority may dispense with a hearing on the application which is clearly a substantial.³⁰

Interpreting NAC 706.3955, in the manner as set out in GMT CARE's Motion for Reconsideration, would require absurd steps be taken which would then affect the substantial rights of WMT Enterprises. This argument, as set out in the Motion for Reconsideration and also argued at the April 12, 2022 hearing, does not establish that the Order Denying GMT CARE's PLTI was clearly erroneous or should be amended in any manner. The February 3rd Order is affirmed and the Motion for Reconsideration is denied.

and motions to sever, fall well within the administrative agency's discretion."

²⁹ See GMT CARE Motion at pp.4 to 6.

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ARGUMENT SUBMITTED ONLY BY LIFETRANS

Throughout LifeTrans' Motion for Reconsideration it relies on the word "limited" to describe what the carrier is authorized to do, how the carrier is set up and to support a claim that WMT Enterprises' request for two (2) contracts will have an unreasonable and adverse impact on LifeTrans.

During the February 12, 2022 hearing, the presiding officer took note of LifeTrans' alleged "limited" status and questioned how LifeTrans is "limited" when the Final Compliance Order in docket 19-06030 clearly established LifeTrans has the authority and the ability to contract with entities which have access to numerous Medicare Advantage Plus plan patients and a multiple of large hospitals as follows:

1. Caremore Health Plan of Nevada Inc. an insurance company:
 - a. provides access to 4 Medicare Advantage Plans and other plans with hospitals, medical centers and medical groups.
2. JSA P5 Nevada LLC dba Heathcare Partners of Nevada now Intermountain Healthcare:
 - a. More than 310 providers,
 - b. Includes clinics in Las Vegas, Henderson, Boulder City, Mesquite and Pahrump Nevada.
3. Health Plan of Nevada Inc. contracts with:
 - a. Northern Nevada Medical Center,
 - b. St Mary's Regional Medical Center in Northern Nevada,
 - c. Four (4) individual Dignity Health Hospitals,
 - d. Mountain View Hospital,

- e. Southern Hills Hospital,
 - f. Sunrise Hospital,
 - g. Two (2) individual UMC facilities,
 - h. Centennial Hills Hospital,
 - i. Desert Springs Hospital,
 - j. Henderson Hospital,
 - k. Spring Valley Hospital,
 - l. Summerlin Hospital,
 - m. Valley Hospital.
4. Sierra Healthcare Options Inc. an administrative service company providing medical services to self funded groups such as:
- a. Clark County,
 - b. Las Vegas Sands,
 - c. State of Nevada.
5. Optum Care:
- a. Medicare plans through:
 - i. Aetna,
 - ii. Cigna,
 - iii. Humana,
 - iv. Mutual of Omaha,
 - v. Wellcare.
6. Amerigroup NV:
- a. Medicare plans through:
 - i. Aetna,
 - ii. Cigna,

- iii. Humana,
 - iv. Mutual of Omaha,
 - v. Wellcare.
7. P3 Health Partners which includes:
- a. Medical Groups,
 - b. Health Partners of Summerlin,
 - c. Health Partners Las Vegas,
 - d. Healthcare Nevada,
 - e. Medical Group Town Center.
8. HCA Healthcare which includes:
- a. Medical Groups,
 - b. Hospitals,
 - c. Medical Centers.
9. Valley Health System which has expanded into an integrated health network that serves more than two million people in Southern Nevada through:
- a. Valley Hospital Medical Center,
 - b. Desert Springs Hospital Medical Center,
 - c. Centennial Hills Hospital Medical Center,
 - d. Spring Valley Hospital Medical Center,
 - e. Summerlin Hospital Medical Center,
 - f. Henderson Hospital,
 - g. Valley Hospital.

Moreover, at the April 12th hearing, LifeTrans' sole response - to the presiding officer's recognition of the above noted multitude of contracts - focused on the assertion that LifeTrans did not have all of the above contracts.

However, LifeTrans was unable to identify, for the presiding officer, which of the above contracts it was actually working with. LifeTrans' unsupported assertion regarding its "limited" contract carrier status does not establish that the Order Denying LifeTrans' PLTI was clearly erroneous or should be amended in any manner. The February 3rd Order is affirmed and the Motion for Reconsideration is denied.

Also, in its Motion for Reconsideration, LifeTrans argues the analysis set out in the February 3rd Order gives NAC 706.3966 and 3986 "a brand new interpretation."³¹ LifeTrans alleges this occurs because the February 3rd Order concludes that a PLTI must do more than mirror the regulatory language and needs to provide facts/information to "allege": (1) a direct and substantial interest, (2) to describe the manner in which the petitioner may be unreasonably and adversely affected, and, (3) to describe the manner in which the petitioner will be prejudiced by the denial of the ability to intervene. LifeTrans defines the Order's conclusion that a PLTI must provide more than the regulatory language as "a proof requirement" as opposed to a "pleading requirement."³²

LifeTrans' Motion provides absolutely no authority in support of this "proof" verses "pleading" distinction.³³ Therefore, this argument does not establish that the February 3, 2022 Order Denying LifeTrans' PLTI was clearly erroneous or should be amended in any manner. The February 3rd Order is affirmed and the Motion for Reconsideration is denied.

CONCLUSION

After receipt and review of a PLTI, a presiding officer may grant or deny or set the petition for further proceedings.³⁴ As a presiding officer can decide to take one of three actions that officer has broad discretion when making the final decision.

³¹ See LifeTrans Motion at p.4

³² Id.

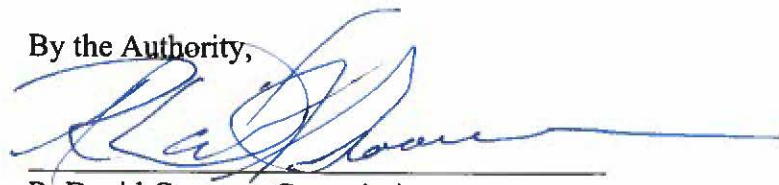
³³ See LifeTrans Motion at p.4-6.

³⁴ See NAC 706.3968.

It is only NAC 706.3966's PLTI content requirements of (1) a direct and substantial interest, (2) a description of the manner in which the petitioner may be unreasonably and adversely affected, and, (3) a description of the manner in which the petitioner will be prejudiced by the denial of the ability to intervene that can help the presiding officer decide what action he wants to take. If GMTCARE and LifeTrans' arguments that nothing more than mirroring the regulatory language is correct, every certificated carrier's PLTI would have to be granted as every carrier can certainly mirror the regulatory language. However, mirroring the regulatory language does not provide any basis upon which to decide what action should be taken regarding a PLTI. If a presiding officer is only provided with information that mirrors the regulatory language, which all certificated carriers can easily fulfill, the officer would be required to grant all of the PLTI's submitted to the NTA. If every certificated carrier's PLTI only mirrors the regulatory language, a presiding officer would never be able to deny a PLTI request because that denial would clearly be arbitrary and capricious and would not withstand judicial review.

Based on all of the forgoing, the February 3rd Order Denying Both of The Petitions For Leave to Intervene Submitted by (1) GMTCARE and (2) LifeTrans is affirmed and the Motions for Reconsideration are denied.

By the Authority,



R. David Groover, Commissioner
Nevada Transportation Authority

Attest:



Patricia M. Erickson, Administrative Attorney

Dated: April 18, 2022

Las Vegas, Nevada

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: Application of WMT ENTERPRISES, LLC)	
for Contract Carrier Authority to Operate Non-	)	Docket Number 21-10020
Emergency Medical Transportation Services)	
)	

ORDER DENYING BOTH OF THE PETITIONS FOR LEAVE TO INTERVENE**SUBMITTED BY (1) GMT CARE and (2) LIFE TRANS**

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

On October 12, 2021, WMT Medical Transportation submitted an application to act as a contract carrier providing non-emergency medical transportation. On November 18, 2021, GMT CARE, by and through counsel Brent Carson, submitted a Petition for Leave to Intervene. On November 19, 2021, LIFE TRANS, by and through counsel Mark A. James, also submitted a Petition for Leave to Intervene. On November 30, 2021, WMT ENTERPRISES, by and through counsel James S. Kent, submitted a Response to both of the Petitions for Leave to Intervene.

The Response by WMT ENTERPRISES correctly analyzes the statutory requirements of NAC 706.3966(1)(c) and NAC 706.3966(2)(b). Both GMT CARE and LIFE TRANS simply assert that they are both to be "deemed to have a direct and substantial interest in the proceeding" based solely on the fact that they "are authorized to provide the same type of service within the same territory" as WMT ENTERPRISES has proposed to serve in its application. This is simply not sufficient.

NAC 706.3966(1)(c) establishes that a petition for leave to intervene MUST set forth "a clear and concise statement of the direct and substantial interest of the petitioner in each statutory element at issue before the Authority." NAC 706.3966(1)(c)(2) explains that the clear and concise

statement MUST include “a description of the manner in which the petitioner may be unreasonably and adversely affected by the proceeding.”

Without citation to any authority, GMT CARE and LIFE TRANS seem to believe that the requirements of NAC 706.3966(1) may be ignored because the proposed intervention is submitted in a proceeding related to an application for a Certificate of Public Convenience and Necessity (CPCN). This is not so. NAC 706.3966(1) requires the submission of facts which will enable the Authority to determine whether a proposed Petition for Leave to Intervene should be granted or not.

Based on their erroneous determination that NAC 706.3966(1) does not apply, both GMT CARE and LIFE TRANS simply skip to the concluding language of NAC 706.3966. Both assert that their carriers/petitioners “shall be deemed to have a direct and substantial interest in the proceeding if the petitioner demonstrates that he or she is authorized to provide the same type of service within the same territory as that which the applicant for the certificate proposed to provide.” Again, ignoring the language of the regulation. NAC 706.3966(2)(b) requires proposed intervenors supply facts which will allow the Authority to determine whether the requested CPCN will unreasonably and adversely affect other carriers. Simple assertion of the statutory language is not sufficient.

The above analysis is clearly required when NRS 706.386, which establishes the “elements” of an application, is reviewed. NRS 706.386(3) clearly specifies “[t]he Authority shall not find that the potential creation of competition in a territory which may be caused by the granting of the certificate ... by itself, will unreasonably and adversely affect other carriers operating in the territory for the purposes of” NRS 706.391((2)(c)).

As the creation of competition, by itself, does not “unreasonably and adversely affect other carriers” such that an application should be denied, simple recitation to the statutory language of NAC 706.3966(2)(b) fails to establish the required basis for the grant of a Petition for Leave to Intervene.

Consequently, the Petitions for Leave to Intervene by both GMTCARE and LIFETRANS are denied on this basis.

Additionally, both Petitions for Leave to Intervene assert – in identical language – that they should be permitted to intervene in this docket based on the “market” aspect of WMT ENTERPRISES’ application. WMT is requesting a contract carrier CPCN and submitted proposed contracts with two (2) separate entities: (1) Fundamental Clinical and Operations Services, and (2) Nevada Behavioral Health Systems. Further, the publicly available portion of each proposed contract sets forth the zone information and the charges that will be assessed depending on the type of service requested/provided in each zone. Nonetheless, both GMTCARE and LIFETRANS conclude that their intervention will permit the NTA to hear from currently certified carriers regarding the lack of a market for WMT ENTERPRISES’ contracts.


In a separate matter, on August 22, 2020, GMTCARE – through counsel Brent Carson - submitted an application to expand CPCN 1115 which was, then, limited to the operation of twenty-four (24) vehicles. This expansion application was assigned docket no. 20-06016. In the expansion application, GMTCARE asserted there was a market for fifty (50) vehicles. GMTCARE is presently operating thirty-four (34) vehicles, the original twenty four (24) plus an additional ten (10), pursuant to an interim order of authority. Interestingly, GMTCARE has not sought to amend its expansion application to request less than the originally requested fifty (50) vehicles even though it is presently challenging the market for the two (2) contracts sought by WMT ENTERPRISES.

NAC 706.3956 requires applications to set forth “all material facts that the applicant is prepared to prove and upon which the Authority may base a decision to grant the request.” Consequently, reliance on GMTCARE’s prior assertion regarding the “market” for non-emergency medical transportation vehicles is appropriate in this docket.

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Given GMTCARE's assertion that there is a market for fifty (50) of its vehicles, there is clearly a market for WMT ENTERPRISES request for two (2) contracts. The Petitions for Leave to Intervene, submitted by both GMTCARE and LIFETRANS, are also denied on this basis.

By the Authority,



R. David Groover, Commissioner
Nevada Transportation Authority

Attest:



Patricia M. Erickson, Administrative Attorney

Dated:

February 3, 2022

Las Vegas, Nevada

11/19/21 rmb
DT

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re the Application of WMT ENTERPRISES, LLC for
Contract Carrier Authority to Operate Non-Emergency
Medical Transportation Services

) Docket 21-10020
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GMTCARE LLC'S
PETITION FOR LEAVE TO INTERVENE

COMES NOW, GMTCARE, LLC ("GMT"), by and through their counsel, Brent A. Carson Esq., of the law firm ATTORNEY BRENT CARSON, LLC, and submits the following Petition for Leave to Intervene ("PLTI") in the Application of WMT ENTERPRISES, LLC ("Applicant") Contract Carrier Authority to provide non-emergency medical transportation services.

This PLTI is filed in good faith and based on the direct and substantial interests of GMT and its members and the desire to participate in the above referenced application as an intervener. *See* NAC 706.3965.

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

Brent A. Carson, Esq.
7935 W. Sahara Ave., Suite 101
Las Vegas, Nevada 891117
bac@winnercarson.com

I.

FACTS

On or about October 19, 2021, the NTA noticed Applicants Docket No. 21-10020. Applicant seeks Contract Carrier Authority to service two separate contracts: Fundamental Clinical and Operations Services, LLC and Nevada Behavioral Health Systems. Based on the contents of the Application, GMT respectfully submits this PLTI, and hereby requests authority to be recognized as an intervenor. *See* NAC 706.3965 & 706.3966.

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II.

ARGUMENT

A. Direct and Substantial Interest

Pursuant to NAC 706.3966 2 (b), the petitioner shall be deemed to have a direct and substantial interest in the proceeding if the petitioner demonstrates that he or she is authorized to provide the same type of service within the same territory as that which the applicant for the certificate proposes to provide. GMT is currently a certificated carrier in the same territory as the proposed application, and thus, is deemed to have a direct and substantial interest.

After a cursory review of the Application, it appears that the application poses more questions than answers. GMT respectfully requests that they be allowed to intervene in the application in relation to the following areas:

1. MARKET

An Applicant's market is always relevant to the application process. Applicant has identified 2 contracts to support their market. However, upon request of the Application, the two contracts were not provided, but were redacted as "confidential." Thus, GMT has no idea what the terms of the contracts are. NRS 706.051 defines contract motor carriers. It reads:

NRS 706.051 "Contract motor carrier" defined. "Contract motor carrier" means any person or operator engaged in transportation by motor vehicle of passengers or household goods for compensation pursuant to continuing contracts with one person or a limited number of persons:

1. For the furnishing of transportation services through the assignment of motor vehicles for a continuing period of time to the exclusive use of each person served;
2. For the furnishing of transportation services designed to meet the distinct need of each individual customer; and
3. Not operating as a common motor carrier of passengers or property.

Since GMT has not been provided the opportunity to review the contracts submitted by Applicant, it is impossible to determine if this Application meets are of the necessary elements. Discovery is needed on the contents of the contracts.

1
2 Furthermore, upon information and belief, other Certificated Carriers are already
3 transportation services to these two entities, which leads us to the need to see the terms of the contracts
4 to see if the elements of contract carrier authority are being met. GMT CARE respectfully requests
5 intervenor status on the proposed market/contracts contained in the application as further discovery is
6 needed to determine this element.
7

8 2. COMPENSABILITY

9 According to the financials presented in the Application, the Pro Forma states that the
10 Applicant is anticipating 600 rides per month. Where does this information come from? Who is
11 providing those services currently? The amount of proposed revenue is critical to whether or not the
12 operations will be compensable. There is no support for the Applicant's financial documents.
13

14 Discovery is needed to address the concerns with the attached pro forma and the
15 compensability of these operations.

16 3. OPERATIONAL FITNESS AND FINANCIAL ABILITY

17 This is a new applicant to the industry. The issue of whether or not the Applicant is
18 Operationally and financially fit and understands the Statutes and Regulations need to be discussed
19 during the application process. Discovery is needed to address these issues.
20

21 **B. Impact to GMT if PLTI is Denied**

22 If GMT is not allowed to intervene, both the industry and members of the traveling public
23 could be unreasonably and adversely affected. GMT further submits that the NTA and the travelling
24 public will benefit by the granting this Petition, which will allow the NTA to directly hear from a
25 currently certificated carrier regarding the Applicant's lack of a market, the corresponding impact on
26 certificated carriers when a carrier is allowed to expand without the necessary market, operational and
27 financial fitness. *See*, NRS 706.391(2)(c)&(d) and NRS 706.151.
28

1 If denied the opportunity to intervene, GMT and other operators in Southern Nevada would be
2 prejudiced by not allowing them to address their concerns with this application.
3

4
5 **III.**

6 **CONCLUSION**

7 WHEREFORE, based on the papers and pleadings on file herein, GMT respectfully requests
8 that the NTA grant the PLTI with full rights to participate in the docket, to present evidence and
9 argument accordingly.

10 DATED this 16 day of November, 2021.

11 ATTORNEY BRENT CARSON, LLC

12 
13 BRENT A. CARSON, ESQ.

14 Nevada Bar No. 5903

15 7935 W. Sahara Ave., #101

16 Las Vegas, Nevada 89117

17 *Counsel for Petitioner GMTCARE, LLC*
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 18 day of November, 2021, I did deposit for mailing in the United States mail at Las Vegas, Nevada, a true and correct copy of the above and foregoing GMTCCARE LLC'S PETITION FOR LEAVE TO INTERVENE in a sealed envelope with first class postage fully prepaid thereon, addressed to:

Louis Csoka, Deputy Attorney General
Office of the Attorney General
555 E. Washington Ave., Suite 390
Las Vegas, NV 89101

James S. Kent, Esq
9480 S. Eastern Ave, Suite 228
Las Vegas, NV 89123



An employee of ATTORNEY BRENT CARSON

11/19/21 rmb
DT

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re the Application of WMT ENTERPRISES, LLC for
Contract Carrier Authority to Operate Non-Emergency
Medical Transportation Services

) Docket 21-10020
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LIFETRANS, INC.
PETITION FOR LEAVE TO INTERVENE

COMES NOW, LIFETRANS, INC. ("LIFETRANS") by and through their counsel, Mark A. James, Esq., and submits the following Petition for Leave to Intervene ("PLTI") in the Application of WMT ENTERPRISES, LLC ("Applicant") for Contract Carrier Authority to provide non-emergency medical transportation services.

This PLTI is filed in good faith and based on the direct and substantial interests of LIFETRANS and its members and the desire to participate in the above referenced application as an intervener. *See* NAC 706.3965.

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

Mark A. James, Esq.
2857 Paradise Rd., #1104
Las Vegas, Nevada 891109
mark@ivsc.com

I.

FACTS

On or about October 19, 2021, the NTA noticed Applicants Docket No. 21-10020. Applicant seeks Contract Carrier Authority to service two separate contracts: Fundamental Clinical and Operations Services, LLC ("Fundamental") and Nevada Behavioral Health Systems ("Nevada Behavioral Health"). Based on the contents of the Application, LifeTrans respectfully submits this PLTI, and hereby requests authority to be recognized as an intervenor. *See* NAC 706.3965 & 706.3966.

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II.

ARGUMENT

A. Direct and Substantial Interest

Pursuant to NAC 706.3966 2 (b), the petitioner shall be deemed to have a direct and substantial interest in the proceeding if the petitioner demonstrates that he or she is authorized to provide the same type of service within the same territory as that which the applicant for the certificate proposes to provide. LifeTrans is currently a certificated contract carrier in the same territory as the proposed application, and thus, is deemed to have a direct and substantial interest. Indeed, LifeTrans already provides transportation services to members of health plans that reside in Fundamental facilities and Nevada Behavioral Health facilities.

Upon review of the Application, the application on its face poses questions the resolution of which will directly affect the interests of LifeTrans and its business as a certificated contract carrier in the territory involved. Hence, LifeTrans respectfully requests it be allowed to intervene in the application in relation to the following areas:

1. MARKET

An Applicant's market is always relevant to the application process. Applicant has identified two (2) contracts to support its market. However, on information and belief, upon request by a carrier certificated by the NTA, copies of the two contracts were not provided, rather were redacted as "confidential." Thus, the terms of the contracts are and remain unknown to LifeTrans. NRS 706.051 defines contract motor carrier:

NRS 706.051 "Contract motor carrier" defined. "Contract motor carrier" means any person or operator engaged in transportation by motor vehicle of passengers or household goods for compensation pursuant to continuing contracts with one person or a limited number of persons:

1. For the furnishing of transportation services through the assignment of motor vehicles for a continuing period of time to the exclusive use of each person served;
2. For the furnishing of transportation services designed to meet the distinct need of each individual customer; and
3. Not operating as a common motor carrier of passengers or property.

1 Since LifeTrans has not had the opportunity to review the contracts submitted by Applicant, it
2 is impossible to determine if this Application adheres to these elements. Discovery is needed on the
3 contents of the contracts, and intervenor status is required for LifeTrans to participate and protect its
4 interest as contract carrier certificated by, and in good standing with the Nevada Transportation
5 Authority ("NTA").
6

7 There is thus great need for LifeTrans to know and in good faith litigate before NTA regarding
8 the terms of the contracts and Applicant's activities pursuant to them—as well as substantial public
9 policy cause for NTA to determine through such litigation—whether the statutory elements are
10 satisfied. LifeTrans respectfully requests intervenor status as to the proposed "market" for the contract
11 services alleged in the application, since it is manifest further discovery is needed to determine this
12 element.
13

14 2. COMPENSABILITY

15 The Application states as an assumption for its "Pro Forma" Applicant will have 600 rides per
16 month. *Based upon what facts? 600 rides not currently being serviced by carrier already with NTA*
17 *permission to service them, such as LifeTrans?* No such information is known. Hence, understanding
18 the basis of the pro forma "financials" assumption to support the claimed, proposed "revenue" is
19 critical to determining whether the operations will be compensable. There is no support for the
20 application's financial assertions offered by Applicant.
21

22 Discovery is needed to appropriately review and decide these concerns with the proffered
23 attached "pro forma" and the compensability of operations sought to be approved by NTA.

24 ///

25 ///

26 ///

27 ///

28

1 3. OPERATIONAL FITNESS AND FINANCIAL ABILITY

2 Applicant would be new to the industry as regulated carrier.¹ The issues whether or not the
3 Applicant is Operationally and financially fit and understands the Statutes and Regulations must be
4 litigated and reviewed by NTA during the application process and allowing LifeTrans to become and
5 intervenor in these proceedings would substantially help and perfect such review and decision by
6 NTA. And discovery is needed to do it.
7

8 **B. Impact to LifeTrans if PLTI is Denied**

9 If LifeTrans is not allowed to intervene, both the industry and members of the traveling public
10 very likely could be unreasonably and adversely affected. LifeTrans has valuable experiential
11 information to provide the NTA in considering its ruling on this Application. So as well protecting its
12 own interest as a certificated and regulatorily compliant industry member, LifeTrans submits the NTA
13 and the travelling public will substantially benefit by the grant of this Petition. It will allow the NTA
14 directly to hear from a currently certificated carrier regarding what LifeTrans strongly believes is
15 Applicant's actual *lack of a market*, its patent *unfitness* to obtain certificated status in this industry,
16 and the corresponding impact on certificated carriers if a new player is allowed to obtain contract
17 authority without the necessary market nor operational and financial fitness. *See*, NRS
18 706.391(2)(c)&(d) and NRS 706.151.
19
20

21 If denied the opportunity to intervene, LifeTrans and other operators in Southern Nevada
22 would be prejudiced by loss of all the discovery and information described herein that would otherwise
23 be substantially beneficial to the NTA's consideration this application.
24
25

26 ¹ It is quite possible Applicant demonstrably *does not understand* its obligations and applicable law here: On
27 information and belief, this Applicant has been, without even seeking any authority from NTA and without certification
28 or regulatory oversight of any kind, providing non-emergency medical transportation within LifeTrans' market and to
medical providers and others that are already serviced by LifeTrans. This activity should also be reviewed by NTA
enforcement. Appropriate proceedings for same should be initiated.

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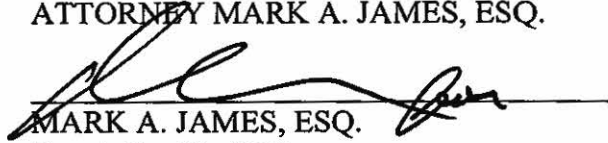
III.

CONCLUSION

WHEREFORE, based on the papers and pleadings on file herein, LifeTrans respectfully requests the NTA grant this PLTI with full rights to participate in the docket, to present evidence and argument accordingly.

DATED this 19th day of November, 2021.

ATTORNEY MARK A. JAMES, ESQ.



MARK A. JAMES, ESQ.

Nevada Bar No. 3082

2857 Paradise Rd., #1104

Las Vegas, Nevada 89109

Counsel for Petitioner LIFETRANS, INC.

1 CERTIFICATE OF SERVICE

2
3 I HEREBY CERTIFY that on the 19th day of November, 2021, I did deposit for mailing in the
4 United States mail at Las Vegas, Nevada, a true and correct copy of the above and foregoing
5 LIFETRANS'S PETITION FOR LEAVE TO INTERVENE in a sealed envelope with first class
6 postage fully prepaid thereon, addressed to:

7 Louis Csoka, Deputy Attorney General
8 Office of the Attorney General
9 555 E. Washington Ave., Suite 390
10 Las Vegas, NV 89101

James S. Kent, Esq
9480 S. Eastern Ave, Suite 228
Las Vegas, NV 89123

11 
12 An agent of ATTORNEY MARK A. JAMES
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BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re the Application of WMT ENTERPRISES, LLC for
Contract Carrier Authority to Operate Non-Emergency
Medical Transportation Services



**LIFETRANS, INC.'S REPLY IN SUPPORT OF ITS
MOTION FOR RECONSIDERATION**

A Hearing on this Motion Before the Full Authority Commission is Requested

*LifeTrans is Seeking Review of the Order of the Hearing Officer Upon the Correct Statutory
Grounds.*

In an unnecessarily prolix opposition to LifeTrans' Motion for Reconsideration WMT argues LifeTrans has given the incorrect name to its motion for relief from the clearly erroneous decision of this Authority wherein the hearing officer denied LifeTrans its right to intervene in this docket. WMT argues NRS 233B.130, which confers a right to review of an agency decision, is inapplicable because the order denying LifeTrans petition to intervene is not final.

Wrong.

The procedure of NRS 233B.130 applies not just where the review sought is judicial review, and not just where there is a final order, but also:

Where appeal is provided within an agency, only the decision at the highest level is reviewable unless a decision made at a lower level in the agency is made final by statute. Any preliminary, procedural or intermediate act or ruling by an agency in a contested case is reviewable if review of the final decision of the agency would not provide an adequate remedy.

NRS 233B.130 (1)(b). In this case, both circumstances providing for 233B.130 review of the order of the hearing officer are applicable. First, this is an appeal "within an agency," and the hearing officer's decision is final by statute. NRS 706.1519 provides:

1 Any decision or action by the Authority which:

- 2 1. Has the effect of substantially impairing, restricting or rescinding the ability or authorization
- 3 of a fully regulated motor carrier to operate in this State; or
- 4 2. Refuses an applicant the ability or authorization to operate as a fully regulated motor carrier
- 5 in this State,
- 6 *is a final decision for the purpose of chapter 233B ...* (emphasis supplied).

7 If not reviewed and reversed by the full Commission of the NTA, the hearing officer's order will
8 completely, and *finally*, prevent LifeTrans the ability to participate in the proceedings and the hearing
9 on this application by WMT to operate as a contract carrier for non-emergency medical transportation
10 services. The ability of a fully regulated carrier to intervene in an application that seeks to purloin its
11 exact market and serve the exact same medical facilities it is licensed to serve is fundamental to
12 operation as a fully regulated carrier in Nevada.¹ Participating in the discovery, evidence gathering,
13 and evidence vetting by hearing wherein LifeTrans' regulator, this body, decides whether to permit a
14 new carrier is fundamental, and a decision that denies such participation "[h]as the effect of
15 substantially impairing, restricting or rescinding" LifeTrans "ability to ... operate in this state." NRS
16 706.1519 (1). Therefore, the order of the hearing officer "is final for purposes of chapter 233B," and
17 it is ripe for review by the agency under NRS 233B.130 (1)(b).

18 Second, even if the hearing officer's February 3, 2022 Order denying LifeTrans the right to
19 intervene in this application were to be considered a "preliminary, procedural or intermediate act or
20 ruling," it is nonetheless reviewable under NRS 233B.130 because "review of the final decision of the
21 agency would not provide an adequate remedy" to LifeTrans. NRS 233B.130 (1)(b). This is because
22 the final decision by the agency on this application, Docket 21-10020, will be to decide this application
23 without LifeTrans having had the opportunity to participate, conduct discovery, present evidence and
24

25
26 ¹ WMT makes the acerbic, and preposterous suggestion LifeTrans is operating outside its certificate because it is serving
27 the same facilities proffered by WMT as its market. This caustic argument betrays WMT's lack of understanding of the
28 operation of non-emergency medical transportation market, and likely its lack of fitness to participate in it—one of the
many reasons LifeTrans seeks to intervene in this Docket. To wit, many of LifeTrans approved payors are insurance
companies that provide LifeTrans services to members, a large number of which are served at the listed facilities,
Fundamental Clinical facilities and Nevada Behavioral Health facilities.

1 inform the Authority of this critical information prior to the time it makes the decision. Hence, upon
2 judicial review of such decision by the Authority under NRS 233B.130 LifeTrans will have not had
3 the opportunity to make any record for review, leaving LifeTrans not just without an adequate remedy,
4 but with *no remedy*.

5
6 Thus, review of the hearing officer's Order by the full NTA Commission is appropriate under
7 both circumstances set out in 233B.130(1)(b), whether this body chooses to consider the hearing
8 officer's Order final, or not.

9 *The Order at Issue is Not an "Interim Order;" Were the Full Authority to Find Otherwise,*

10 *Review of the Order is Still Appropriate by Considering this Motion One to Set Aside.*

11 WMT makes the argument the Order denying LifeTrans' Petition to Intervene is not reviewable
12 because it is an "interim order" under NAC 706.3998. This regulation is *wholly inapplicable* to the
13 Order of the hearing officer. It seems WMT did not read the very words of the regulation it erroneously
14 relies on and quotes in its Opposition. This regulation provides that the hearing officer may, "*before*
15 *entering a decision* or recommended decision, issue an appropriate written *interim order*." NAC
16 706.3998 (emphasis supplied). Such an order is explicitly an "interim order" and would so provide.
17 There is nothing whatsoever about the Order of the hearing officer here, either explicitly or
18 implicitly—indeed not even hinting—that it is "interim." What is more, the Order *has been entered*.
19 Thus, NAC 706.3998 is neither a prohibition of NRS 233B.130 review of the Order by the full
20 Authority, nor is it the appropriate avenue for relief from the Order by "motion to stay, set aside or
21 modify" the Order, because NAC 706.3998 applies to "interim orders," and this Order is not one.
22

23
24 Were the full Authority upon review to find otherwise and believe an NAC 706.3998 motion
25 to set aside is the appropriate vehicle for review and remedy here—which it is not, but if the full NTA
26 so found—then LifeTrans hereby requests that in that event its Motion for Reconsideration be
27
28

1 considered an NAC 706.3998 motion to set aside and that the full Authority thereby review the Order
2 and set it aside.

3 **An Intervention is a Pleading, and is Not Required to Prove its Allegations of Direct and**
4 **Substantial Interest.**
5

6 LifeTrans declines to waste the time of the Authority by here restating and regurgitating its
7 clearly articulated arguments and explanations that the intervention regulations, NAC 706.3966 and
8 NAC 706.3968, set out pleading requirements and do not require proof. The words “proof,” “prove”
9 or even “facts” are nowhere to be found in these regulations. Curiously, however, WMT’s acidic
10 Opposition uses exactly these words, and even suggests that an intervenor must provide “facts and
11 evidence” and that at this stage of pleading in an intervention an intervenor must insure its allegation
12 will not be “proven baseless.”
13

14 None of this is the standard for a decision upon a petition to intervene before this agency. The
15 standard is well set out in the above-reference intervention regulations. And that is, does the petition
16 to intervene set out a “clear and concise *statement* of the direct and substantial interest of the
17 petitioner” in the statutory elements at issue in the proceeding? NAC 706.3966(1)(c) (emphasis
18 supplied). And, is there a “description of manner in which the petitioner may be unreasonably and
19 adversely affected by the proceeding,” and of the “manner in which the petitioner will be prejudiced
20 by the denial of” the petition to intervene? NAC 706.3966(1)(c)(1),(3). Proof is not required, nor
21 evidence, just the plain and concise statement of these elements. Decision on the facts and evidence
22 is for the subsequent proceeding and hearing, after intervenors who have pled these requirements, like
23 LifeTrans has, have been permitted to intervene and participate.
24

25 Indeed, further proof that these intervention regulations were not meant to require conclusive
26 proof of the matters alleged at this intervention stage is the companion regulation, NAC 706.3968,
27 which provides that “[i]f it appears during the proceedings that an intervenor has no direct or
28

1 substantial interest in the proceeding,” such intervenor can be dismissed. NAC 706.3968(4). If the
2 initial petition for intervention were subject to the standard urged by the Order or WMT’s Opposition
3 to this Motion, i.e., conclusive proof of a direct and substantial interest in the proceeding, then this
4 language—indeed this entire regulatory subsection—would be meaningless surplusage and of no
5 consequence. And a court or administrative body shall not construe a statute or regulation, nor part of
6 it, to be mere surplusage. *Berberich v. Bank of America*, 136 Nev. 93, 95, 460 P.3d 440, 442 (2020)
7 (“under the surplusage canon, no word or provision of a statute ‘should be ignored [or] given an
8 interpretation that causes it to duplicate another provision or to have no consequence’”).
9

10 In order to accept the reasoning of the Order or of WMT’s Opposition, the full Authority would
11 have to give an interpretation to this NAC 706.3968(4) that would render in meaningless. This is
12 prohibited. All of the language of these intervention regulations must be given meaning; and as well
13 set out in the Motion, they should be given their plain meaning. This means proof and evidence
14 requirements suggested by the Order and the Opposition should not be read into them—it is not there.
15
16

17 IV.

18 CONCLUSION

19 Based upon the foregoing, and LifeTrans Motion, LifeTrans respectfully requests the NTA
20 reconsider the Order of the hearing officer and grant LifeTrans’ Petition to Intervene.
21

22 DATED this 4th day of March 2022.

23 MARK A. JAMES, ESQ.

24 /s/ Mark A. James

25 MARK A. JAMES, ESQ.

26 Nevada Bar No. 3082

27 2747 Paradise Rd. #1602

28 Las Vegas, NV 89109

Counsel for Petitioner LifeTrans, Inc.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 4th day of March, 2022, I did serve a true and correct copy of the above and foregoing MOTION FOR RECONSIDERATION via e-mail addressed to:

Louis Csoka, Deputy Attorney General
Office of the Attorney General
555 E. Washington Ave., Suite 390
Las Vegas, NV 89101
lcsoka@ag.nv.gov

James S. Kent, Esq
9480 S. Eastern Ave, Suite 228
Las Vegas, NV 89123
jamie@jamiekent.org

Patricia M. Erickson, Administrative Attorney
Nevada Transportation Authority
3300 W. Sahara Ave., Ste. 200
Las Vegas, NV 89102
perickson@nta.nv.gov


An agent of MARK A. JAMES, ESQ.

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re : GMT CARE's PETITION FOR
RECONSIDERATION OF ORDER DENYING PETITION
FOR LEAVE TO INTERVENE DATED FEBRUARY 3,
2022

Docket #22-02027

RECEIVED

FEB 25 2022

Nevada Transportation Authority
Las Vegas, Nevada

**GMT CARE LLC'S RESPONSE TO OPPOSITION OF APPLICANT WMT
ENTERPRISES LLC**

COMES NOW, GMT CARE, LLC ("GMT"), by and through their counsel, Brent A. Carson Esq., of the law firm ATTORNEY BRENT CARSON, LLC, and submits the following Response to WMT Enterprises LLC's (WMT) Opposition to GMT's Motion for Reconsideration.

A hearing on this matter is again requested pursuant to NAC 706.3961 (5).

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

Brent A. Carson, Esq.
7935 W. Sahara Ave., Suite 101
Las Vegas, Nevada 89117
bac@winnercarson.com

I.

Points and Authorities:

WMT seems to believe that this Petition is ripe for consideration. They argue that the Petitioner has no basis to request reconsideration. Obviously, GMT believes that the hearing officer's Order was a final order, as it effectively ended GMT's right to participate in the hearing. Therefore, GMT correctly cited NRS 223B and the Nevada Rules of Civil Procedure as guidance.

However, for the purpose of GMT's Petition, a full blown analysis of whether or not the hearing officer's decision and Order is considered "final" is not relevant.

1 NAC 706.3995 specifically gives GMT the right to request reconsideration of the hearing
2 officer's Order. NAC 706.3995 reads:

3 NAC 706.3995 Hearings: Rulings by presiding officer subject to review by Authority;
4 referral of certain matters to Authority. (NRS 233B.050, 706.171)

5 1. All rulings made by the presiding officer regarding the admissibility of evidence and the
6 granting or denial of a petition to intervene are subject to review by the Authority. Any pending
7 petition or motion that involves a final determination of the proceeding must be referred to the
8 Authority for determination.

9 2. In extraordinary circumstances, when a prompt decision by the Authority is necessary to
10 promote substantial justice, the presiding officer shall refer the matter to the Authority for
11 determination and may recess the hearing pending the determination.

12 On numerous occasions WMT states that GMT does not have authority for their Petition.
13 Here is your authority. NAC 706.3995 gives GMT has the legal authority to file a Petition to the
14 authority for the denial of their Petition to Intervene. No analysis of whether this is a final or interim
15 order is needed.

16 a. WMT fails to Address NAC 706.3955:

17 WMT fails to even address GMT's most basic argument. NAC 706.3955 mandates that:

18 2. . . . the Authority *will* allow any pleading to be amended or corrected or any omission
19 in the pleading to be cured.

20 3. The Authority *will* and the presiding officer *shall* liberally construe the pleadings
21 and disregard any defects which do not affect the substantial rights of any party.

22 This is not discretionary. The legislature states that the Authority "will" allow any pleading
23 to be amended or corrected, and that the Authority and the presiding officer "shall" liberally construe
24 the pleadings. WMT's only attempt at addressing NAC 706.3955 is the statement: "GMT first
25 argues that somehow the hearing officer erred in failing to automatically allow GMT to amend its
26 PLTI, or that the hearing officer should have just otherwise have construed and disregarded any
27 deficiencies to simply grant the PLTI."
28

1 First, this is the only correct statement contained in WMT's Opposition. This statement
2 correctly characterizes GMT's argument. Let's breakdown the above statement of WMT.

3 "The hearing officer failed to automatically allow GMT to amend its PLTI." Is that not what
4 the law reads? Again, NAC 706.3955 reads in part: the Authority **will allow** any pleading to be
5 amended or corrected or any omission in the pleading to be cured. The only difference between
6 WMT's statement and the actual law is that WMT used the phrase, "automatically allow" versus the
7 regulation, which states, "will allow." It is the same and WMT knows it. WMT cites to no legal
8 authority as to why NAC 706.3955 does not apply to this Petition.
9

10 The second part of WMT's above statement, "that the hearing officer should have just
11 construed and disregarded any deficiencies." GMT did not write the law. NAC 706.3955
12 specifically mandates a liberal construction of the pleadings before them. One way or the other, if
13 the authority or presiding officer does not want to liberally construe the pleading or disregard any
14 defects, the law states that the Authority "will allow" the pleading to be amended or corrected.
15

16 b. WMT's misinterpretation of Checker v. State:

17 WMT fails to even address the Court's holding in *Checker Cab Co. v. State of Nevada and*
18 *Taxicab Authority of the State of Nevada*, 97 Nev. 5 (1981). Rather than addressing the law, as stated
19 by the Nevada Supreme Court, WMT simply states that Checker is not applicable to this matter.
20 Nevada law, according to the Supreme Court, holds:
21

22 "Where a procedural dereliction, as in this case, is relatively unimportant, and the rights of the
23 other parties to the agency proceeding are not prejudiced, substantial compliance with the
procedural requirements is adequate." (emphasis added)

24 As outlined in GMT's Petition for Reconsideration, GMT "substantially complied" with the
25 procedural requirements of NAC 706.3966. Even if the hearing officer did not believe that GMT
26 substantially complied, NAC 706.3955 provides that GMT is allowed to amend or correct their
27 pleadings.
28

1 c. Deviations from Prior Practice:

2 There is no question that the Presiding Officer and/or Administrative Attorney has a different
3 interpretation of NAC 706.3966 than their predecessors. This is evident by Commissioner Assad's
4 public comments at the February 2022 agenda hearing, wherein he asked former Commissioner, former
5 administrative attorney for the NTA and former attorney general for the NTA for his interpretation of
6 the Petition to Intervene statute.
7

8 WMT argues that GMT's reading of NAC 706.3966 is wrong. To support this argument,
9 WMT states, "The regulation does not state that current CPCN holders have a direct and substantial
10 interest simply if they provide the same type of authority in the same territory." Compare that statement
11 to the actual regulation, which reads in part:

12 "the petitioner shall be deemed to have a direct and substantial interest in the proceeding if the
13 petitioner demonstrates that he or she is authorized to provide the same type of service within
14 the same territory as that which the applicant for the certificate proposes to provide."

15 WMT's statement that the regulation does not state that that current CPCN holders have a
16 direct and substantial interest simply if they provide the same type of authority in the same territory is
17 baffling, at best. That is exactly what the regulation reads. The petitioner (GMT) shall be deemed to
18 have a direct and substantial interest in the proceeding if they are authorized to provide the same type
19 of service within the same territory.
20

21 Nevada law holds that "where the language of a statute is plain and unambiguous, and its
22 meaning is clear and unmistakable, there is no room for construction, and the courts are not permitted
23 to search for its meaning beyond the statute itself." State, Div. of Insurance v. State Farm, 995 P.2d
24 482 (Nev. 2000)

25 Thus, according to the plain language of NAC 706.3966, GMT has a direct and substantial
26 interest in the proceeding once they establish that they provide the same type of service in the same
27
28

1 territory. Mr. Kent's hypothetical and suggestion that NAC 706.3966 should have another subsection,
2 is beyond the plain language of the regulation and therefore, improper.

3 Furthermore, WMT wants to pick and choose what statutes and regulations they want the
4 Authority to enforce. They want a strict construction reading of NAC 706.3966. If that is the case,
5 shouldn't there be a strict reading of NAC 706.3955?
6

7 Although GMT contends that they complied with the requirements of NAC 706.3966, or at
8 least, substantially complied with the requirements, as dictated by the Nevada Supreme Court, it is clear
9 that the presiding officer felt otherwise. Once the presiding officer felt that the petition for leave to
10 intervene was deficient, Nevada law requires that GMT be allowed to correct or amend their petition.
11 GMT was never afforded that opportunity.

12 While Petitioner's request for reconsideration does state that the one of the requisites for
13 Judicial Review is based on an arbitrary or capricious ruling, judicial review may also be requested
14 under NRS 233B when the agency's decision is:
15

- 16 (a) In violation of constitutional or statutory provisions;
- 17 (b) In excess of the statutory authority of the agency;
- 18 (c) Made upon unlawful procedure;
- 19 (d) Affected by other error of law;
- 20 (e) Clearly erroneous in view of the reliable, probative and substantial evidence on the whole
21 record; or
- 22 (f) Arbitrary or capricious or characterized by abuse of discretion.

23 Failure to follow the regulations and the mandates set forth in NAC 706.3955 is clearly
24 reviewable. See NRS 233B.135 3(a)-(f).

25 CONCLUSION

26 WMT's opposition is meritless. They want this Authority to strictly apply the statutes and
27 regulations when it is to their benefit. However, when faced with the plain language of NAC
28 760.3955, WMT is suddenly silent. No argument was made that NAC 760.3955 does not apply.
Instead, they basically recite everything in the Order. If the authority is going to apply a strict

1 construction to one regulation, they must do so on all regulations and allow GMT to correct or amend
2 its pleadings.

3 While Petitioner contends that their Petition for Leave to Intervene was in compliance with
4 the NTA's statutes and regulations, it seems irrelevant. Even if the hearing officer has a different
5 interpretation of the regulations, Petitioner is entitled to amend, correct or cure any deficiencies. That
6 opportunity was not afforded to Petitioner.

7
8 Wherefore, based upon the foregoing, Petitioner, GMT, respectfully requests that this Motion
9 for Consideration be granted and allowed to participate as an intervenor in Docket 21-10020.

10 DATED this 25 day of February 2022.

11 ATTORNEY BRENT CARSON, LLC

12 
13 BRENT A. CARSON, ESQ.

14 Nevada Bar No. 5903

15 7935 W. Sahara Ave., #101

16 Las Vegas, Nevada 89117

17 Counsel for Petitioner GMT CARE, LLC
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1 **CERTIFICATE OF SERVICE**

2
3 I HEREBY CERTIFY that on the 28 day of February, 2022, I did deposit for mailing in
4 the United States mail at Las Vegas, Nevada, a true and correct copy of the above and foregoing
5 MOTION FOR RECONSIDERATION in a sealed envelope with first class postage fully prepaid
6 thereon, addressed to:

7 Radhika Kunnel, Deputy Attorney General
8 Office of the Attorney General
9 555 E. Washington Ave., Suite 390
Las Vegas, NV 89101

James S. Kent, Esq
9480 S. Eastern Ave, Suite 228
Las Vegas, NV 89123

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11 An employee of ATTORNEY BRENT CARSON
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NOV 30 2021

Nevada Transp.
Las Vegas

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re the Application of WMT ENTERPRISES, LLC for
Contract Carrier Authority to Operate Non-Emergency
Medical Transportation Services

Docket No. 21-10020

**APPLICANT WMT ENTERPRISES LLC'S RESPONSE TO BOTH GMT CARE'S AND
LIFETRANS' PETITIONS FOR LEAVE TO INTERVENE**

COMES NOW, WMT ENTERPRISES, LLC, ("WMT") by and through their attorney of record,
James S. Kent, Esq., of James S. Kent, Ltd., and hereby respectfully submits this Response to the
requests for Petition for Leave to Intervene ("PLTI") filed by both GMT CARE and Lifetrans. The
PLTI's are almost identical, so this Response will address both PLTI's, with distinction when and if
either PLTI varies.

A. Direct and Substantial Interest

First and foremost, simply being authorized to provide the same type of service in the same
territory does not automatically qualify an intervener as having a direct and substantial interest. NAC
706.3966(1)(c) requires a proposed intervener to provide:

A clear and concise statement of the direct and substantial interest of the petitioner in
each statutory element at issue before the Authority in the proceeding in which the
petitioner seeks to participate, which must include, without limitation:

(1) A description of the manner in which the petitioner may be unreasonably and
adversely affected by the proceeding;

(2) If applicable, a description of the manner in which a matter relating to the
proceeding may be inconsistent with the provisions of NRS 706.151;

(3) A description of the manner in which the petitioner will be prejudiced by the
denial of his or her petition to intervene; and

(4) If applicable, citations to relevant statutory and regulatory provisions that the
petitioner believes are not being complied with or are being violated.

Neither PLTI discusses how either Petitioner may be unreasonably and adversely affected by the
proceeding, how the proceeding may be inconsistent with NRS 706.151, or citations to statutory and
regulatory provisions not being complied with or that are being violated. The Petitioners do provide an
explanation as to why they think they will be prejudiced by denial of their PLTI (and even that is
meaningless, but will be addressed below), but one of the four is not sufficient- all four subsections must
be addressed and neither Petitioner does so. Under NAC 706.3966(1)(c), the PLTI's fail to meet the
requirements set forth therein and the PLTI's should not be granted.

1 Alternatively, both PLTI's reference NAC 706.3966(2)(b) as authority for their position, in that
2 as an existing operator they have a direct and substantial interest in the proceeding and thus meet the
3 requirements for intervention, but that is not what the regulation states. NAC 706.3966(2)(b) states:

4 In a proceeding that is related to an application for a certificate of public convenience and
5 necessity pursuant to NAC 706.1375, **if a petitioner alleges that the granting of the
certificate to the applicant would:**

6 **... (b) Unreasonably and adversely affect other carriers operating in the territory
7 for which the certificate is sought, in contravention of the principle set forth in
paragraph (c) of subsection 2 of NRS 706.391,**
8 the petitioner shall be deemed to have a direct and substantial interest in the proceeding
9 if the petitioner demonstrates that he or she is authorized to provide the same type of
service within the same territory as that which the applicant for the certificate proposes
to provide.

10 (Emphasis added). So while being an authorized carrier can provide an intervener as having a direct and
11 substantial interest, that is only upon an allegation by the proposed intervener alleges that the granting
12 of the certificate would unreasonably and adversely affect other carriers in contravention of NRS
13 706.391(2).¹ Neither PLTI satisfies this regulation.

14 Both Petitioners address the same concerns in the same manner.

15 **1. Market**

16 As a contract carrier, the contracts are the market. A contract carrier cannot hold itself out to the
17 public, and can only get business pursuant to its contracts. WMT has identified 2 contracts, but as
18 information on the contracts is confidential, it has redacted most of the contents of the contracts. Both

19 _____
20 ¹ NRS 706.391(2) provides:

21 Except as otherwise provided in subsection 6, the Authority shall grant the certificate or modification
22 if it finds that:

23 (a) The applicant is financially and operationally fit, willing and able to perform the services of a
common motor carrier and that the operation of, and the provision of such services by, the applicant
24 as a common motor carrier will foster sound economic conditions within the applicable industry;

25 (b) The proposed operation or the proposed modification will be consistent with the legislative
policies set forth in NRS 706.151;

26 (c) The granting of the certificate or modification will not unreasonably and adversely affect
other carriers operating in the territory for which the certificate or modification is sought;

27 (d) The proposed operation or the proposed modification will benefit and protect the safety and
convenience of the traveling and shipping public and the motor carrier business in this State;

28 (e) The proposed operation, or service under the proposed modification, will be provided on a
continuous basis;

(f) The market identified by the applicant as the market which the applicant intends to serve will
support the proposed operation or proposed modification; and

(g) The applicant has paid all fees and costs related to the application.

1 Petitioners request to review the contracts to determine if the contracts meet the necessary elements.
2 Lifetrans goes on to state that it further needs to see the contracts to "participate and protect its interest
3 as a contract carrier . . ." In other words, the interveners want to be the judge and jury. They believe
4 the NTA staff is incapable of doing their jobs, and that the hearing officer and other commissioners
5 cannot determine what a contract is, and if it meets the legal requirements for a contract carrier. Without
6 the interveners, the whole of the NTA is lost and unable to protect the public.

7 That is just drivel, to put it nicely. This is the job of the NTA. This is the job of the
8 commissioners. Neither Petitioner is authorized to make these decisiosns. What they really are saying
9 is that we need to peek at what WMT is contracting for, its prices, its services, and what must it do under
10 the contract, all with the intent to steal WMT's clients. Neither Petitioner has any special knowledge
11 that NTA staff and commissioners lack. There are attorneys on both the staff and commissioner level
12 of the NTA. Both Petitioners cite to the requirements to meet the definition of a contract carrier, and
13 there seems to be nothing cited by either Petitioner why they must determine if WMT meets those
14 requirements, and why the NTA staff and commissioners are incapable of making that determination.

15 More importantly, neither Petitioner indicates one iota of an concern as to why or how the
16 contracts could unreasonably or adversely affect other carriers as required by NAC 706.3966(2)(b) to
17 be granted intervener status. Whether or not the contract meets the requirements of the laws or
18 regulations is not a basis for intervention, and both PLTI's fail on this count.

19 **2. Compensability**

20 Again, both petitions question only where and how the rides will come from. Neither shows how
21 they or any other carrier may be unreasonably or adversely affected. Again, NTA staff undertakes this
22 effort, provides it to the hearing officer and/or commissioners, who then make their decision. The only
23 purpose the Petitioners seem to add to the equation is to duplicate the work of the NTA staff, making
24 matters lengthier and more expensive, without only duplicate, at best, results. There are no other aspects
25 of the pro forma that are raised by either Petitioner, and, again, no aspect at all as to how this could
26 unreasonably or adversely affect other carriers. Staff has the means and routinely, much more than either
27 Petitioner, seeks out and verifies the market. Further, under a contract where it is very specific to the
28 other party to the contract, the NTA staff can easily determine if the 600 rides per month can be met via

1 the contracts (the only source of rides available to WMT as a contract carrier). As to meeting the
2 regulatory requirement in order to gain intervener status, neither Petitioner nor petition meets the
3 requirements for approval of their PLTI and each must be dismissed. Neither discusses how any
4 operator would be unreasonably or adversely affected. They simply do not address and meet the
5 regulatory requirement for intervener status.

6 **3. Operational Fitness and Financial Ability**

7 Again, similar to the first two subjects, this is something the NTA routinely undertakes and is
8 likely far more familiar with the statutory and regulatory requirements than either or both of the
9 Petitioners. In fact, both PTLI's state that this must be discussed as part of the application process, and
10 Lifetrans goes even further, stating it must be reviewed by the NTA as part of the application process.
11 Without sounding too glib, it is a good thing these PLTI's were filed, otherwise it seems the NTA might
12 be lost and not know how to handle an application. Of course operational fitness and financial ability
13 are cornerstones of the CPCN application process and requirements and will be investigated by NTA
14 staff and determined by the hearing officer and other commissioners, but what the Petitioners fail to
15 address is why they need to be a part of that process? There is no allegation made by either Petitioner
16 that somehow something in the application evidences that it will unreasonably and adversely affect other
17 carriers. Lifetrans, in a footnote, makes a "possible" allegation that "on information and belief" WMT
18 may be providing services in without a CPCN. They go on to state that "this activity should be reviewed
19 by NTA enforcement." That is the single most relevant sentence uttered by either Petitioner. If Lifetrans
20 believes someone is operating in violation of the law, it is their duty to report it to the NTA and let NTA
21 enforcement investigate. If Lifetrans is correct, the enforcement will inform staff, and staff will note it
22 in their report, and then the commissioners can decide upon the totality of the information. That is
23 actually how the process is supposed to work, not to allow operators in as interveners so they can make
24 allegations and cast dispersions. Let staff do their job, enforcement do their job, and the Commissioners
25 do their job. Yet again, neither PLTI establishes how or why their operational fitness and financial
26 ability unreasonably and adversely affects the other carriers. There is nothing specific other than that
27 it must be investigated if WMT meets the statutory and regulatory requirements to be awarded their
28 CPCN, but that is already to be conducted and performed by the NTA. Neither intervener brings

1 anything to the table that the NTA is not already doing and required to do. What needs to happen is the
2 interveners need to go away and simply let the NTA do their job.

3 **B. Impact if intervention is not allowed**

4 Again, it appears one or the other intervener was simply copying off the other's paper. Neither
5 intervener states how they "will be prejudiced by the denial of his or her petition to intervene." Both
6 state they "could" be affected, but neither proceeds to provide any information on how they "will be
7 prejudiced." Both interveners express that the NTA will benefit from hearing from each of them, but
8 that can be done via a protestant status, where they can express their concerns at the time of the hearing
9 or agenda. Both Petitioners cite that the NTA will benefit from hearing from a certified carrier about
10 WMT's lack of market, allowance of another carrier without a market, and operational and financial
11 fitness. Again, each of these was addressed above in that neither Petitioner provided anything but
12 speculation and conjecture, and that they seemingly were the only ones who knew how to analyze and
13 determine an applicant's fitness. The allowance of intervention is for direct and substantial impact
14 shown by "clear and concise statement[s] of the direct and substantial interest" or allegations of
15 unreasonable and adverse affect upon other carriers operating in the territory, neither of which has been
16 addressed, much less met, by either Petitioner.

17 **C. Conclusion**

18 Petitioners seem to rely too much upon history that if someone simply says "Hey, I have a CPCN
19 and want to intervene" that they are granted the same automatically. In this instance, both Petitioners
20 use the same cookie cutter PLTI and provide nothing specific as why either has a direct and substantial
21 interest, or how the application could unreasonably and adversely affect other carriers operating in the
22 same territory.

23 This is a contract carrier application. It is simple and straightforward. The financials were not
24 a concern to either Petitioner. They complained they were unable to see the contracts, but they do not
25 need to seem them. The NTA, just with all the other provisions and legal requirements to obtain a
26 CPCN, can very well on their own determine if the contract meets the requirements for a contract carrier.
27 The NTA can just as well determine if the estimate of rides in the financials is supported by the contracts
28 provided. This is what the NTA and the Commissioners do. The only possible allegation was raised

1 by Lifetrans, but they answered their own question by acknowledging that their concern should be
2 investigated by the NTA enforcement division, not through the hearing process. The Petitioners and
3 their PLTI's present nothing beyond their own egotistical and narcissistic belief that only they can
4 adequately analyze this application and that the NTA staff and Commissioners cannot do so on their
5 own.

6 As a wise and knowledgeable counsel once stated in their own opposition to a PLTI:

7 [WMT]'s Application contains all the information needed for a potential Intervenor to
8 articulate a better reason than "we need to conduct discovery" as the basis for an
9 Intervention. Nevada law holds that the Petitioner must include all of [the]
10 statutory/regulatory elements. The failure to include all of these elements is fatal to their
11 Petition. The Petitioner[s have] failed to meet [their] burden under Nevada Law and
12 should not be granted."

13 That is the same situation here, and as stated above, the PLTI's should be denied outright and the NTA
14 should be allowed to proceed with their jobs.

15 Dated this 30th day of November, 2021.

16 JAMES S. KENT, LTD.

17 By: 

18 James S. Kent, Esq.
19 Nevada Bar No. 5034
20 9480 S. Eastern Ave., Suite 228
21 Las Vegas, Nevada 89123
22 (702) 385-1100
23 Attorney for Applicant
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

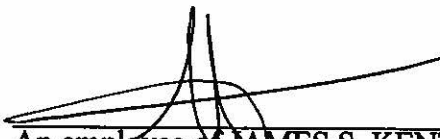
2 Pursuant to NRCP 5(b), I certify that I am an employee of JAMES S. KENT, LTD., and that on
3 the 30th day of November, 2021, I caused the above and foregoing document **APPLICANT WMT**
4 **ENTERPRISES LLC'S RESPONSE TO BOTH GMT CARE'S AND LIFETRANS' PETITIONS**
5 **FOR LEAVE TO INTERVENE** to be served by placing same to be deposited for mailing in the United
6 States mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; or
7 to the attorney(s) listed below at the address and/or facsimile number indicated below:

8
9 Louis Csoka, Esq.
10 Office of the Attorney General
11 555 E. Washington Blvd., Suite 3900
12 Las Vegas, NV 89101
13 lcsoka@ag.nv.gov

14 Liz Babcock
15 Applications Manager
16 Nevada Transportation Authority
17 3300 W. Sahara Ave, Suite 200
18 Las Vegas, NV 89102
19 lbabcock@nta.nv.gov

20 Brent A. Carson, Esq.
21 7935 W. Sahara Ave., Suite 101
22 Las Vegas, NV 89117
23 bac@winnercarson.com
24 Attorney for GMT CARE

25 Mark James, Esq.
26 2857 Paradise Rd., #1104
27 Las Vegas, NV 89109
28 mark@ivsc.com
Attorney for Lifetrans

23
24
25
26
27
28

An employee of JAMES S. KENT, LTD.

Agenda Item#

65

Item #65

Docket 21-07013

Has been removed from this
agenda

Agenda Item#

66

Strip Limousine Services, LLC Operated by Strip Limo, LLC
Temporary Transfer of Operating Rights
Docket 18-03017
April 28, 2022 General Session

History:

On March 13, 2018, a joint application for temporary transfer of operating rights from Strip Limousine Services, LLC (“SLS”) to Strip Limo, LLC (“Strip”) was filed. The application was granted and the temporary transfer was set to expire on November 9, 2020.

In November 2020 the temporary transfer was extended an additional 9 months – the approval contained a 45 day filing requirement for a sale and transfer application.

It was placed on the March 4, 2021 general session for a status check and Brent Carson, Esq. was granted an additional 30 days to file the sale and transfer application.

Current update:

The Applicant is currently requesting a 9 month extension of their temporary transfer of operating rights under Docket 18-03017 while the sale and transfer application is completed.

A sale and transfer application was filed on November 9, 2021 Docket 21-11021. As of this writing, April 19, 2022, the financial review is waiting on supporting documentation for the company financials. The documentation was requested March 2, 2022 and due by March 23, 2022. The Applicant requested an extension making the new due date April 23, 2022.

The background report for this docket is also incomplete as of this writing. Two operational inspections (OI) of the carrier were completed (March 10, 2021 and January 27, 2022) both of which resulted in citations. The citations agreements from the January 27, 2022 OI will be on the June 2, 2022 general session for approval.

Staff Conclusion:

Staff cannot support the carrier operationally based on the results of the OIs previously mentioned.

NEVADA TRANSPORTATION AUTHORITY
ORDER
and
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Strip Limousine Services, LLC
d/b/a Strip Limo, d/b/a SLS
Operated by Strip Limo, LLC

CPCN 1131, Sub 3
Docket No. 18-03017

The Nevada Transportation Authority ("Authority") finds that the above-named carrier has complied with this Authority's Compliance Order dated June 29, 2018, and extensions granted November 19, 2020, and August 26, 2021, the findings of fact and conclusions of law which are hereby incorporated by this reference, and therefore is entitled to receive authority from this Authority to engage in transportation in intrastate commerce as a motor carrier.

IT IS ORDERED that certificate of public convenience and necessity identified as CPCN 1131, Sub 2, is hereby cancelled and Strip Limousine Services, LLC d/b/a Strip Limo, d/b/a SLS Operated by Strip Limo, LLC is hereby granted this certificate of public convenience and necessity identified as CPCN 1131, Sub 3, 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:

TEMPORARY:

On-call irregular route transportation of passengers in charter service by limousine and airport transfer service and special services within Clark County, Nevada.

RESTRICTIONS:

The number of vehicles in the carrier's fleet shall be no more than nine (9).

Temporary authority in effect until the expiration of 3 years and 6 months from November 9, 2018 or until the Authority orders otherwise, *whichever comes first*.

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

Dawn Gibbons, Chairman

Attest

Liz Bobcock
Liz Bobcock, Applications Manager

Dated: September 1, 2021
Las Vegas, Nevada



BEFORE THE TRANSPORTATION SERVICES AUTHORITY OF NEVADA

Joint Petition of STRIP LIMOUSINE) DOCKET NO. 18-03017
SERVICES, LLC and STRIP LIMO, LLC, for a)
Temporary Transfer of Operating Rights)
)
)
)



**Petition to Extend Temporary Transfer of Operating Rights
 And Request for an Interim Order**

Joint Petitioners, by and through Attorney, Brent Carson, hereby move the Nevada Transportation Authority (NTA) for an extension of Temporary Transfer of Operating Rights previously granted by this Authority.

This Petition is made and based on the papers and pleading on file herein, together with any further evidence the Authority may entertain at the hearing of this Motion.

**I.
BRIEF STATEMENT OF FACTS:**

STRIP LIMO, LLC is currently operating CPCN 1131 under a temporary transfer of operating authority. See Ex. 1, CPCN.

The Joint Petitioners have previously submitted and were granted an extension of this time period. Since the granting of the request, Petitioners have submitted an application for sale and transfer with the NTA. See Docket Number 21-11012, generally. There were no petitions for leave to intervene. Mr. Servello has reviewed the financial information submitted and has made further requests to Applicants. The information requested has a due date of April 23, 2022.

Applicants cite to the nearly two year pause caused by COVID. Prior to COVID, Strip Limo was operating 8 vehicles. They subsequently reduced their fleet down to only one vehicle. As the tourism

is coming back, Strip Limo has began adding vehicles to their fleet. As the NTA is well aware, well regulated and safe transportation in Las Vegas is a necessity, even now, more than ever.

This request is made to allow Strip Limo, LLC to continue to operate while the applications is pending approval.

II. **AUTHORITY:**

NAC 706.359 states in part: Temporary transfer of operating rights

1. Unless unusual circumstances are involved, an application for the transfer of operating rights for a limited time will not be approved for a period of less than 30 days, nor longer than 2 years, **during which time the parties will be expected to consider and determine whether they want to enter into a permanent transaction of sale and purchase of the rights.** Nothing in this section may be construed as approving a sale and purchase of operating rights in advance of an application. [Pub. Service Comm'n, Gen. Order 5 Rule 219, eff. 12-1-62]— (NAC A 9-1-87; A by Transportation Serv. Auth. by R071-98, 10-28-98)

As stated in the regulation, the parties hereto have determined to move forward into “a permanent transaction of sale and purchase of the rights.”

III. **CONCLUSION:**

Wherefore, based upon the foregoing, Joint Petitioners respectfully request an additional 9 month extension of the temporary transfer rights so that the final sale and transfer can be completed.

DATED this 29 day of March 2022

ATTORNEY BRENT CARSON, LLC.



BRENT A. CARSON
Nevada Bar No. 5903
7935 W. Sahara Ave., Suite 101
Las Vegas, Nevada 89117
Counsel for Petitioners

INTERIM ORDER

Wherefore, based upon the foregoing, and good cause appearing, the undersigned Commissioner for the Nevada Transportation Authority hereby approves the Petition and Request for an Interim Order.

DATED this ____ day of March, 2022

Commissioner, Nevada Transportation Authority

NEVADA TRANSPORTATION AUTHORITY
ORDER
and
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Strip Limousine Services, LLC
d/b/a Strip Limo, d/b/a SLS
Operated by Strip Limo, LLC

CPCN 1131, Sub 3
Docket No. 18-03017

The Nevada Transportation Authority ("Authority") finds that the above-named carrier has complied with this Authority's Compliance Order dated June 29, 2018, and extensions granted November 19, 2020, and August 26, 2021, the findings of fact and conclusions of law which are hereby incorporated by this reference, and therefore is entitled to receive authority from this Authority to engage in transportation in intrastate commerce as a motor carrier.

IT IS ORDERED that certificate of public convenience and necessity identified as CPCN 1131, Sub 2, is hereby cancelled and Strip Limousine Services, LLC d/b/a Strip Limo, d/b/a SLS Operated by Strip Limo, LLC is hereby granted this certificate of public convenience and necessity identified as CPCN 1131, Sub 3, 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:

TEMPORARY:

On-call irregular route transportation of passengers in charter service by limousine and airport transfer service and special services within Clark County, Nevada.

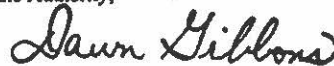
RESTRICTIONS:

The number of vehicles in the carrier's fleet shall be no more than nine (9).

Temporary authority in effect until the expiration of 3 years and 6 months from November 9, 2018 or until the Authority orders otherwise, *whichever comes first*.

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:


Liz Babcock, Applications Manager

Dated: September 1, 2021
Las Vegas, Nevada



Agenda Item#

67

Abraham Limo Service, LLC Operated by Crown Limo, LLC
Temporary Transfer of Operating Rights
Docket 18-08033
April 28, 2022 General Session

History:

On March 13, 2018, a joint application for temporary transfer of operating rights of CPCN 1104 from Abraham Limo Service, LLC (“ALV”) to Crown Limo, LLC (“Crown”) was filed. The application was granted and the temporary transfer was set to expire on February 21, 2021.

On July 28, 2021 the temporary transfer was extended an additional 9 months and is set to expire on April 27, 2022. The carrier also requested interim authority to bridge the gap between the expired period and the April 28, 2022 general session.

Crown Limo was on a temporary discontinuance due to the Pandemic from March 15, 2020 to June 10, 2021 when they resumed operations.

Current update:

The Applicant is currently requesting a 9 month extension of their temporary transfer of operating rights under Docket 18-08033 while the sale and transfer application is completed.

The current approval expires on April 27, 2022. The Applicant also filed for interim authority to cover the gap between the expiration date and the date of the general session. Chair Dawn Gibbons granted the request for interim authority on April 20, 2022.

A sale and transfer application was filed on November 9, 2021 under Docket 21-11013. As of this writing, April 19, 2022, the financial review is waiting on supporting documentation for the company financials. The documentation was requested March 4, 2022 and due by March 28, 2022. The Applicant requested an extension making the new due date April 19, 2022. The documentation was not received by close of day April 19, 2022.

The background report for the sale and transfer docket is also incomplete as of this writing. Two operational inspections (OI) of the carrier were completed (September 16, 2019 and January 26, 2022) both of which resulted in citations. The citations from the January 26, 2022 OI has not had a hearing on the matter to date,

Staff Conclusion:

Staff cannot support the carrier operationally as there is an outstanding citation.

BEFORE THE TRANSPORTATION SERVICES AUTHORITY OF NEVADA

Joint Petition of STRIP LIMOUSINE) DOCKET NO. 18-03017
SERVICES, LLC and STRIP LIMO, LLC, for a)
Temporary Transfer of Operating Rights)
 _____)



**Petition to Extend Temporary Transfer of Operating Rights
 And Request for an Interim Order**

Joint Petitioners, by and through Attorney, Brent Carson, hereby move the Nevada Transportation Authority (NTA) for an extension of Temporary Transfer of Operating Rights previously granted by this Authority.

This Petition is made and based on the papers and pleading on file herein, together with any further evidence the Authority may entertain at the hearing of this Motion.

**I.
BRIEF STATEMENT OF FACTS:**

STRIP LIMO, LLC is currently operating CPCN 1131 under a temporary transfer of operating authority. See Ex. 1, CPCN.

The Joint Petitioners have previously submitted and were granted an extension of this time period. Since the granting of the request, Petitioners have submitted an application for sale and transfer with the NTA. See Docket Number 21-11012, generally. There were no petitions for leave to intervene. Mr. Servello has reviewed the financial information submitted and has made further requests to Applicants. The information requested has a due date of April 23, 2022.

Applicants cite to the nearly two year pause caused by COVID. Prior to COVID, Strip Limo was operating 8 vehicles. They subsequently reduced their fleet down to only one vehicle. As the tourism

is coming back, Strip Limo has began adding vehicles to their fleet. As the NTA is well aware, well regulated and safe transportation in Las Vegas is a necessity, even now, more than ever.

This request is made to allow Strip Limo, LLC to continue to operate while the applications is pending approval.

II. **AUTHORITY:**

NAC 706.359 states in part: Temporary transfer of operating rights

1. Unless unusual circumstances are involved, an application for the transfer of operating rights for a limited time will not be approved for a period of less than 30 days, nor longer than 2 years, **during which time the parties will be expected to consider and determine whether they want to enter into a permanent transaction of sale and purchase of the rights.** Nothing in this section may be construed as approving a sale and purchase of operating rights in advance of an application. [Pub. Service Comm'n, Gen. Order 5 Rule 219, eff. 12-1-62]— (NAC A 9-1-87; A by Transportation Serv. Auth. by R071-98, 10-28-98)

As stated in the regulation, the parties hereto have determined to move forward into “a permanent transaction of sale and purchase of the rights.”

III. **CONCLUSION:**

Wherefore, based upon the foregoing, Joint Petitioners respectfully request an additional 9 month extension of the temporary transfer rights so that the final sale and transfer can be completed.

DATED this 29 day of March 2022

ATTORNEY BRENT CARSON, LLC.



BRENT A. CARSON
Nevada Bar No. 5903
7935 W. Sahara Ave., Suite 101
Las Vegas, Nevada 89117
Counsel for Petitioners

INTERIM ORDER

Wherefore, based upon the foregoing, and good cause appearing, the undersigned Commissioner for the Nevada Transportation Authority hereby approves the Petition and Request for an Interim Order.

DATED this ____ day of March, 2022

Commissioner, Nevada Transportation Authority

NEVADA TRANSPORTATION AUTHORITY
ORDER
and
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Strip Limousine Services, LLC
d/b/a Strip Limo, d/b/a SLS
Operated by Strip Limo, LLC

CPCN 1131, Sub 3
Docket No. 18-03017

The Nevada Transportation Authority ("Authority") finds that the above-named carrier has complied with this Authority's Compliance Order dated June 29, 2018, and extensions granted November 19, 2020, and August 26, 2021, the findings of fact and conclusions of law which are hereby incorporated by this reference, and therefore is entitled to receive authority from this Authority to engage in transportation in intrastate commerce as a motor carrier.

IT IS ORDERED that certificate of public convenience and necessity identified as CPCN 1131, Sub 2, is hereby cancelled and Strip Limousine Services, LLC d/b/a Strip Limo, d/b/a SLS Operated by Strip Limo, LLC is hereby granted this certificate of public convenience and necessity identified as CPCN 1131, Sub 3, 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:

TEMPORARY:

On-call irregular route transportation of passengers in charter service by limousine and airport transfer service and special services within Clark County, Nevada.

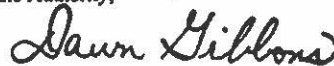
RESTRICTIONS:

The number of vehicles in the carrier's fleet shall be no more than nine (9).

Temporary authority in effect until the expiration of 3 years and 6 months from November 9, 2018 or until the Authority orders otherwise, *whichever comes first*.

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:


Liz Babcock, Applications Manager

Dated: September 1, 2021
Las Vegas, Nevada



NEVADA TRANSPORTATION AUTHORITY
ORDER
and
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Abraham Limo Service, Inc.
d/b/a ALV
Operated by Crown Limo, LLC

CPCN 1104, Sub 4
Docket No. 18-08033

The Nevada Transportation Authority ("Authority") finds that the above-named carrier has complied with this Authority's Compliance Order dated February 21, 2019 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 of public convenience and necessity identified as CPCN 1104, Sub 3, is hereby cancelled and Abraham Limo Service, Inc. Operated by Crown Limo, LLC is hereby granted this certificate of public convenience and necessity identified as CPCN 1104, Sub 4, 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:

TEMPORARY:

Provide charter limousine service to passengers and their luggage, on-call, over irregular routes between points and places within Clark County 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 authorized to operate within Clark County on the one hand and points and places within the State of Nevada on the other shall be no more than eight (8).

Temporary authority in effect until the expiration of 24 months from February 21, 2019.

Extension of temporary authority in effect until the expiration of 9 months from July 27, 2021, general session of the Authority or until the Authority orders otherwise, *whichever comes first*.

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:


Liz Balcock, Applications Manager

Dated: July 28, 2021
Las Vegas, Nevada



Agenda Item# 67

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

Abraham Limo Service, LLC Operated by Crown Limo, LLC
Temporary Transfer of Operating Rights
Docket 18-08033
April 28, 2022 General Session

History:

On March 13, 2018, a joint application for temporary transfer of operating rights of CPCN 1104 from Abraham Limo Service, LLC (“ALV”) to Crown Limo, LLC (“Crown”) was filed. The application was granted and the temporary transfer was set to expire on February 21, 2021.

On July 28, 2021 the temporary transfer was extended an additional 9 months and is set to expire on April 27, 2022. The carrier also requested interim authority to bridge the gap between the expired period and the April 28, 2022 general session.

Crown Limo was on a temporary discontinuance due to the Pandemic from March 15, 2020 to June 10, 2021 when they resumed operations.

Current update:

The Applicant is currently requesting a 9 month extension of their temporary transfer of operating rights under Docket 18-08033 while the sale and transfer application is completed.

The current approval expires on April 27, 2022. The Applicant also filed for interim authority to cover the gap between the expiration date and the date of the general session. Chair Dawn Gibbons granted the request for interim authority on April 20, 2022.

A sale and transfer application was filed on November 9, 2021 under Docket 21-11013. As of this writing, April 19, 2022, the financial review is waiting on supporting documentation for the company financials. The documentation was requested March 4, 2022 and due by March 28, 2022. The Applicant requested an extension making the new due date April 19, 2022. The documentation was not received by close of day April 19, 2022.

The background report for the sale and transfer docket is also incomplete as of this writing. Two operational inspections (OI) of the carrier were completed (September 16, 2019 and January 26, 2022) both of which resulted in citations. The citations from the January 26, 2022 OI has not had a hearing on the matter to date,

Staff Conclusion:

Staff cannot support the carrier operationally as there is an outstanding citation.

BEFORE THE TRANSPORTATION SERVICES AUTHORITY OF NEVADA

**Joint Petition of ABRAHAM LIMO SERVICES,
INC. and CROWN LIMO, LLC for a Temporary
Transfer of Operating Rights**

DOCKET NO. 18-08033



**Petition to Extend Temporary Transfer of Operating Rights
And Request for an Interim Order**

Joint Petitioners, by and through Attorney, Brent Carson, hereby move the Nevada Transportation Authority (NTA) for an extension of Temporary Transfer of Operating Rights previously granted by this Authority.

This Petition is made and based on the papers and pleading on file herein, together with any further evidence the Authority may entertain at the hearing of this Motion.

I.
BRIEF STATEMENT OF FACTS:

CROWN LIMO, LLC is currently operating CPCN 1104 under a temporary transfer of operating authority. See Ex. 1, CPCN.

The Joint Petitioners have previously submitted and were granted an extension of this time period. Since the granting of the request, Petitioners have submitted an application for sale and transfer with the NTA. See Docket Number 21-11013, generally. There were no petitions for leave to intervene. Mr. Servello has reviewed the financial information submitted and has made further requests to Applicants. The information requested has a due date of April 19, 2022. Applicants have already met with compliance officer Karen Reyson and submitted their fingerprint cards.

Applicants were forced to file a temporary discontinuance during COVID. They have since returned to operations. As the tourism is coming back, Crown Limo has been adding vehicles to their

fleet. As the NTA is well aware, well regulated and safe transportation in Las Vegas is a necessity, even now, more than ever.

This request is made to allow Crown Limo, LLC to continue to operate while the applications is pending approval.

II. **AUTHORITY:**

NAC 706.359 states in part: Temporary transfer of operating rights

1. Unless unusual circumstances are involved, an application for the transfer of operating rights for a limited time will not be approved for a period of less than 30 days, nor longer than 2 years, during which time the parties will be expected to consider and determine whether they want to enter into a permanent transaction of sale and purchase of the rights. Nothing in this section may be construed as approving a sale and purchase of operating rights in advance of an application. [Pub. Service Comm'n, Gen. Order 5 Rule 219, eff. 12-1-62]— (NAC A 9-1-87; A by Transportation Serv. Auth. by R071-98, 10-28-98)

As stated in the regulation, the parties hereto have determined to move forward into “a permanent transaction of sale and purchase of the rights.”

III. **CONCLUSION:**

Wherefore, based upon the foregoing, Joint Petitioners respectfully request an additional 9 month extension of the temporary transfer rights so that the final sale and transfer can be completed.

DATED this 24 day of March 2022

ATTORNEY BRENT CARSON, LLC.



BRENT A. CARSON
Nevada Bar No. 5903
7935 W. Sahara Ave., Suite 101
Las Vegas, Nevada 89117
Counsel for Petitioners

NEVADA TRANSPORTATION AUTHORITY
ORDER
and
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Abraham Limo Service, Inc.
d/b/a ALV
Operated by Crown Limo, LLC

CPCN 1104, Sub 4
Docket No. 18-08033

The Nevada Transportation Authority ("Authority") finds that the above-named carrier has complied with this Authority's Compliance Order dated February 21, 2019 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 of public convenience and necessity identified as CPCN 1104, Sub 3, is hereby cancelled and Abraham Limo Service, Inc. Operated by Crown Limo, LLC is hereby granted this certificate of public convenience and necessity identified as CPCN 1104, Sub 4, 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:

TEMPORARY:

Provide charter limousine service to passengers and their luggage, on-call, over irregular routes between points and places within Clark County 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 authorized to operate within Clark County on the one hand and points and places within the State of Nevada on the other shall be no more than eight (8).

Temporary authority in effect until the expiration of 24 months from February 21, 2019.

Extension of temporary authority in effect until the expiration of 9 months from July 27, 2021, general session of the Authority or until the Authority orders otherwise, *whichever comes first*.

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:


Liz Balcock, Applications Manager

Dated: July 28, 2021
Las Vegas, Nevada



Agenda Item# 68

LifeTrans, Inc.
Application Status Check
Docket 19-06030
April 28, 2022 General Session

- 6/27/2021 Application for expansion was granted at the general session.
- 10/27/2021 Compliance period's initial deadline.
- 2/18/2022 Staff sent an email following a meeting with the Applicants, confirming that they would need to file an amendment to the application and a check of \$585 for re-noticing costs if the carrier is changing contracts from what was previously approved.
- 3/3/2022 Compliance period's 90 day extension expired.

To date, the carrier has not finished submitting its newly executed contracts. Staff is not in support of an additional extension since the carrier has had almost a year to obtain the completed contracts and is requesting that the Contract carrier permit be issued for the completed contract which have already been submitted to date.

Agenda Item# 69

AWG Ambassador, LLC Operated by Universal Limousine Services, LLC
Temporary Transfer of Operating Rights CPCN 1068
Docket 19-07033
April 28, 2022 General Session

History:

On July 26, 2019, a joint application for temporary transfer of operating rights of CPCN 1068, Sub 6, from AWG Ambassador, LLC (“AWG”) to Universal Limousine Services, LLC (“ULS”) was filed. The application was granted on August 23, 2019 and the temporary transfer was set to expire on August 23, 2021.

On August 26, 2021 the temporary transfer was extended for an additional 9 months and is set to expire on May 9, 2022. The carrier also requested interim authority which is not required since the certificate is not set to expire until after this general session.

An operational inspection was completed on August 21, 2020 with no exceptions noted.

Current update:

The Applicant is currently requesting an additional 9 month extension of their temporary transfer of operating rights under Docket 19-07033. No sale and transfer application has been submitted based on this temporary transfer.

The Applicant submitted a request for a second nine month extension on March 31, 2022 which was revised on April 1, 2022. In the request it is stated that a sale and transfer will be submitted by the first week of April. Nothing has been submitted to date, April 20, 2022. In the prior request (August 2021) it was stated that the sale and transfer would be filed in 30 to 60 days.

Staff Conclusion:

Staff cannot support this extension since no sale and transfer application has been submitted to date. the temporary transfer Regulation NAC 706.359 section 3 reads (emphasis added):

3. Unless unusual circumstances are involved, an application for the transfer of operating rights for a limited time will not be approved for a period of less than 30 days, nor longer than 2 years, **during which time the parties will be expected to consider and determine whether they want to enter into a permanent transaction of sale and purchase of the rights.** Nothing in this section may be construed as approving a sale and purchase of operating rights in advance of an application.

The Applicant, in the prior request for an extension, indicated that “the parties are still intent on finalizing a sale and transfer, and will hopefully have that filed within the next 30-60 days.”

NEVADA TRANSPORTATION AUTHORITY
ORDER
and
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

AWG Ambassador, LLC
d/b/a Universal Limousine Services
Operated by Universal Limousine Services, LLC
d/b/a ULS

CPCN 1068, Sub 9
Docket 19-07033

The Nevada Transportation Authority ("Authority") finds that the above-named carrier has complied with this Authority's Orders dated August 23, 2019 and July 22, 2020, and extension granted August 26, 2021, 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 1068, Sub 8 is hereby cancelled and AWG Ambassador, LLC d/b/a Universal Limousine Services operated by Universal Limousine Services, LLC d/b/a ULS is hereby granted this certificate identified as CPCN 1068, Sub 9, 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:

TEMPORARY:

Transportation of passengers and their baggage in charter limousine service, on-call, over irregular routes between points and places in the State of Nevada.

RESTRICTIONS:

The number of vehicles in the carrier's fleet shall be no more than fifty-four (54).

No limousine service shall originate in Washoe or Douglas County, Nevada.

Temporary authority in effect until the expiration of **2 years and 9 months** from August 23, 2019 or until the Authority orders otherwise, *whichever comes first*.

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

Dawn Gibbons, Chairman

Attest:

Liz Babcock

Liz Babcock, Applications Manager

Dated: September 1, 2021
Las Vegas, Nevada



BEFORE THE NEVADA TRANSPORTATION AUTHORITY

APR - 1 2022

JOINT PETITION OF UNIVERSAL LIMOUSINE
SERVICES, LLC, and AWG AMBASSADOR, LLC }
FOR A TEMPORARY TRANSFER OF }
OPERATING RIGHTS }

Docket No. 19-07033
Las Vegas, Nevada

**PETITION (SECOND) FOR EXTENSION OF TIME FOR THE TEMPORARY TRANSFER
OF OPERATING RIGHTS, INCLUDING GAP INTERIM AUTHORITY APPROVAL**

Joint Petitioners' Universal Limousine Services, LLC, (ULS) and AWG Ambassador, LLC (AWG), by and through ULS' attorney, James S. Kent, Esq., of James S. Kent, Ltd., hereby jointly Petition the Nevada Transportation Authority (NTA) for an Extension of the Temporary Transfer of Operating Rights pursuant to NAC 706.359. The original application was filed on July 29, 2019, and approved at the Agenda on August 23, 2019. A nine-month extension was granted, and that extension expires on May 23, 2022.

This Petition is made and based on the papers and pleading on file herein, together with any further evidence the Authority may entertain at the hearing of this Petition.

**I.
BRIEF STATEMENT OF FACTS**

ULS is currently operating CPCN 1068 under a temporary transfer of operating authority. See Ex. 1. On the face of the CPCN, it states that the temporary transfer will be effective "24 months from August 23, 2019 or until the Authority orders otherwise, whichever comes first." Due to COVID, ULS only operated a single vehicle (they would have filed for temporary discontinuance but were informed that if they did so, their insurance would significantly increase). While not a discontinuance, ULS ran very little business until into 2021. Since then, he has incrementally increased the fleet size to 15 vehicles, and is at the point where he is waiting for additional vehicles but cannot get the same under the current backlog.

When the parties sought an extension in August, 2021, they were hopeful that services would be closer to normal so a more accurate picture of the current and expected operations could be provided. That took a little longer than expected, and when ULS sought out an accountant to do their financials,

1 they were informed their old accountant (Mary Heinz with Ovist & Howard) was no longer doing
2 financials. They reached out to others, including those on the NTA suggested list, but only within the
3 last month found such an accountant. Unfortunately, this is also tax season, so getting the financials
4 completed is taking longer than usual. It is expected that the Application for Sale and Transfer will be
5 filed within the first week of April. Since this will take time to be analyzed the parties are seeking this
6 extension to allow the sale and transfer to be completed.

7 Notwithstanding the foregoing, ULS and AWG have already entered into a Sale and Purchase
8 Agreement, and ULS is finalizing their financials as part of their application. ULS has been making
9 monthly payments to AWG since the sale and transfer was first approved in 2019. Both ULS and AWG
10 remain in good standing, and are two of the more exceptional carriers.¹ The parties desire that this sale
11 and transfer be allowed to be finalized, and neither party is intentionally delaying the process.

12 II. 13 AUTHORITY

14 NAC 706.359 states in part:

15 1. A temporary transfer of operating rights may be approved if the Authority finds
16 it is in the public interest.

17 3. Unless unusual circumstances are involved, an application for the transfer of
18 operating rights for a limited time will not be approved for a period of less than 30 days,
19 nor longer than 2 years, during which time the parties will be expected to consider and
20 determine whether they want to enter into a permanent transaction of sale and purchase
21 of the rights. Nothing in this section may be construed as approving a sale and purchase
22 of operating rights in advance of an application.

23 As stated in the regulation, the parties hereto have determined to move forward into "a permanent
24 transaction of sale and purchase of the rights." The Application for Sale and Transfer will be submitted
25 within the first week of April, well before their current extension expires. As noted above, both entities
26 are operating and providing significant services for the traveling public.

27 ULS and AWG both continue to be certificated carriers in good standing with the NTA. Both
28 are currently providing continuous transportation services to numerous individuals in Las Vegas and the
State of Nevada. The benefits to the traveling public that these companies provide are unquestioned.

¹ The undersigned counsel will put ULS' original application for authority against any
application ever filed for its accuracy, completeness, and thoroughness, largely due to the efforts of
ULS.

1 The Authority has already determined that both of these companies meet the statutory requirements to
2 operate in our State, and that they have qualified, and were approved for, the temporary transfer of the
3 operating rights.

4 NAC 706.359(3) limits temporary transfers to a period of 2 years, "[u]nless unusual
5 circumstances are involved . . ." Petitioners cite that COVID certainly, and unfortunately, constituted
6 an unusual circumstance to justify the first extension. While things are close to normal, that did not
7 happen overnight and took longer than expected. Neither party benefits by a delay, and each is working
8 in good faith to finalize the sale and transfer, including interim payments on the sale and transfer
9 contract. This request, although outside the normal time limits, is made in good faith.

10 III.
11 CONCLUSION

12 Wherefore, based upon the foregoing, Petitioners respectfully request an additional 9 month
13 extension of the temporary transfer rights so that the final sale and transfer can be completed.

14 DATED this 31st day of March, 2022.

15 JAMES S. KENT, LTD.

16 

17 JAMES S. KENT
18 Nevada Bar No. 5034
19 9480 S. Eastern Ave., #228
20 Las Vegas, NV 89123
21 Counsel for Universal Limousine Services, LLC
22
23
24
25
26
27
28

Agenda Item#

70

**AWG Ambassador, LLC
Application for an Expansion on Charter Limousine
Docket 21-08006
April 28, 2022 General Session**

Application Summary:

On August 4, 2021, AWG Ambassador, LLC d/b/a Ambassador Limousine, AWG Ambassador, AWG Charter Services ("Applicant") filed an application requesting authority to increase its geographic authority *from* between points and places in Clark and Nye Counties, Nevada *to* include Washoe, Douglas, Lyon, and Storey Counties and Carson City, Nevada under CPCN 1041, Sub 6 (**Exhibit A**). The Applicant is proposing to open a second domicile in the Reno area and operate five (5) vehicles (which will be transferred from the Las Vegas Fleet). Alan Waxler is the sole member/owner of the LLC.

Staff Analysis:

Staff supports this application, and therefore requests the application hearing be dispensed per NRS 706.391(9). The following procedures were performed by Staff with acceptable results and is their basis to support this application:

- 1) The application was noticed and no petitions for leave to intervene, or protests were filed.
- 2) Background investigation was performed with no areas of concern noted. (**Exhibit B**)
- 3) Market – staff verified the market with Matt Cuevas, General manager of Destination Tahoe Meetings & Events. (**Exhibit C**)
- 4) Geographic expansion request – The Applicant currently has no restrictions on the number vehicles, with the exception of airport transfer service and special services, where the limit is no more than thirty-nine (39) limousines. As a result, they can accommodate statewide authority, and therefore staff is in support.
- 5) Balance Sheet – the Applicant's 12/3/2021 actual balance sheet has 44.4% equity, a 1.24 to 1 current ratio, and approximately 32 vehicles in its fleet. It also can cover the 90-days' cash requirement (which covers all new costs associated with opening a second location). A cash infusion is not required since the financial requirements were met with the Applicant's current financial condition. (**Exhibit D**)
- 6) Pro Forma Income Statement - projects \$320,708 in sales and \$150,904 EBITDA for the Reno location, with a combined revenue for Nevada of \$11,068,480 in sales and a net income of \$115,003. (**Exhibit E**). The 12/31/2021 income statement, reported \$8,440,099 in sales and net income of \$839,029 (excluding PPP loan forgiveness reported as Gain on Extinguishment of Debt).
- 7) Tariff – The Applicant proposed no new modifications to their Southern Nevada tariff and added new rates for Northern Nevada. The Northern Nevada rates are within the range of rates currently charged by the industry for similar services. Staff continues to be in opposition to the Minimum Hour Rule that allows the Applicant to deviate from their minimum time requirements and set a new minimum time requirement with customer's consent, which was approved at the December 14, 2017 general session (page F8/39 last paragraph). Staff is opposed as it does not offer a means for the public to identify the specified rate qualifiers, contradicts other minimum requirements, and does not allow for uniform rates pursuant to NAC 706.311 (**Exhibit F**).

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Exhibits:

- A. CPCN 1041
- B. Investigator's Background Report without exhibits
- C. Market
- D. Balance Sheet
- E. Pro Forma Income Statement and Narratives
- F. Tariff Rates Northern Nevada

NEVADA TRANSPORTATION AUTHORITY
ORDER
and
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

AWG Ambassador, LLC
d/b/a Ambassador Limousine, AWG Ambassador, AWG Charter Services

CPCN 1041, Sub 6
Docket No. 20-03005

The Nevada Transportation Authority ("Authority") finds that the above-named carrier has complied with this Authority's Compliance Order dated October 15, 2020, the findings of fact and conclusions of law which are hereby incorporated by this reference, and therefore is entitled to receive authority from this Authority to engage in transportation in intrastate commerce as a motor carrier.

IT IS ORDERED that certificate of public convenience and necessity identified as CPCN 1041, Sub 5, is hereby cancelled and AWG Ambassador, LLC d/b/a Ambassador Limousine, AWG Ambassador, AWG Charter Services is hereby granted this certificate of public convenience and necessity, identified as CPCN 1041, Sub 6, 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 of passengers in limousines,
between points and places in Clark and Nye Counties, Nevada.

Provide airport transfer service and special services within Clark
County, Nevada.

No restrictions against stationing limousines at McCarran International
Airport or the number of limousines to be operated in fleet.

RESTRICTION:

With regard to "airport transfer service" and "special service" the
carrier is limited to no more than thirty-nine (39) limousines.

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

Dawn Gibbons, Chairman

Attest:

Gary J. Mathews
Gary J. Mathews, Administrative Attorney

Dated: April 1, 2021
Las Vegas, Nevada



A-1

**STATE OF NEVADA
TRANSPORTATION AUTHORITY
BACKGROUND INVESTIGATION FOR ALL CARRIER APPLICATIONS
EXPANSION OF AUTHORITY**

CPCN 1041

DOCKET NUMBER: 21-08006		DATE APPLICATION WAS FILED: 08/04/2021	
APPLICANT: Debi Paige		TITLE: Chief Operating Officer	
COMPANY NAME: AWG Ambassador, LLC d/b/a Ambassador Limousine AWG Ambassador, AWG Charter Services			
ADDRESS: 3564 W Naples Dr. Las Vegas, NV 89103			
PHONE NUMBERS: (702) 740-3434			
ATTORNEY: Brent Carson		PHONE#: (702) 471-1111	
INVESTIGATOR: M.Acevedo		DATE ASSIGNED: 8/21/2021	

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

What type of expansion is requested?	Geographical	<input checked="" type="checkbox"/>	Equipment	<input checked="" type="checkbox"/>	Other	
Explain: Applicant is requesting to extend their geographical authority from Clark and Nye Counties to Statewide authority, to include Washoe, Douglas, Lyon and Storey Counties and Carson City.						

What type of service does the Applicant currently provide:							
Charter Limousine	<input checked="" type="checkbox"/>	Contract Carrier		Airport Transfer		Scenic Tours	<input checked="" type="checkbox"/>
Charter Bus		Special Services	<input checked="" type="checkbox"/>	NEMT		HHG	
USDOT Authority		Other States		Taxi		*Tow Car	
						<input type="checkbox"/> *Consent	<input type="checkbox"/> Non-consent

Copy of Carriers current Certificate	Exhibit B
---	----------------------

Is the Applicant seeking to add a new operating authority?	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
If so, what type of operating authority? Applicant is only requesting to extend their geographical authority form Clark and Nye Counties to Statewide authority.				
Does the Applicant understand the distinction/differences between their current grant of operating authority and the new authority sought?				
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>	

What new geographical area of service is proposed, if applicable: Applicant is requesting to extend their geographical authority from Clark and Nye Counties to Statewide Authority.				
If a geographical expansion is sought, will the Applicant be adding a new equipment point?				
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>	
If so, describe: It is anticipated that applicant will start operations with 5 SUV's and expand form there.				
If a geographical expansion is sought, does this expansion require the hiring of additional personnel?				
YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	
Mr. Waxler is currently operating in Nevada and will utilize his current staff to assist him with the expanded operations.				
If yes, describe the Applicant's plan:				

B-1 of 2

ENTERED
 8/4/22
 DT/NTA¹

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: SUV's

B. Number of Vehicles: 5 Vehicles

The vehicles will not be purchased until the approval of this application. Applicant may choose to transfer some of their vehicles from Southern Nevada to Northern Nevada.

Will the Applicant's current facilities accommodate the planned expansion?	YES		NO	X
--	-----	--	----	---

If not, describe the Applicant's plan to accommodate:

Operations will be conducted at a location to be determined upon approval of the application.

Does this facility expansion require the hiring of additional personnel?	YES		NO	X
--	-----	--	----	---

Mr. Waxler is currently operating in Nevada and will utilize his current staff to assist him with the expanded operations.

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):

No issues of concern were reported for Mr. Alan Waxler.

Has there been any previous NTA enforcement action? (including against the companies drivers)	YES	X	NO	
---	-----	---	----	--

Does the Applicant have USDOT Authority? (If so, include the SAFER printout as exhibit)	YES	X	NO	
---	-----	---	----	--

Is Applicant operating in another state?	YES		NO	X
--	-----	--	----	---

If so, which State and under what type of Authority?

Explain:

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

Copy of Tariff - (for Non-consent carriers Only)

Exhibit

N/A

Attach copy of Operational Inspection

Exhibit

D

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 outstanding debt due to the Authority. |

INVESTIGATOR: M.Acevedo	DATE: 3/11/22
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REVIEWED BY SUPERVISOR:	DATE: 3/21/22
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REVIEWED BY APPLICATION MANAGER:	DATE: 3/31/22
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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.



March 28, 2022

To Whom It May Concern:

As a local Destination Management Company based in South Lake Tahoe for over 20 years, we recognize the need for additional transportation services. We intend on using AWG Ambassador as a preferred vendor and partner for all of our transportation services. We have had multiple hotel properties that have asked us to provide our services for their paid guests and with AWG it would make this a realistic possibility.

Sincerely,

Matt Cuevas | General Manager
Destination Tahoe Meetings & Events, A DMC Network Company
TM Destinations Corp., A Terramar Destination
T 775.375.5032 | C 415.597.6902

Physical: 195 Highway 50, Suite 104 Stateline, NV 89449

C-1

TTM Income Statement
For 12 Periods Ending 12/31/2021
AWG Ambassador LLC

	With Northern Nevada												Total
	Actual 1/31/22	Actual 2/28/2022	Prelim 3/31/2022	Forecast 4/30/2022	Forecast 5/31/2022	Forecast 6/30/2022	Forecast 7/31/2022	Forecast 8/31/2022	Forecast 9/30/2022	Forecast 10/31/2022	Forecast 11/30/2022	Forecast 12/31/2022	
Revenue													
Airport fees	12,900	14,065	15,653	13,200	15,500	13,800	14,101	15,341	16,046	17,201	14,846	15,031	177,682
Driver Gratuity Rev	112,452	77,027	125,220	105,600	124,000	110,400	112,805	122,725	128,366	137,605	118,766	120,245	1,395,212
Fuel Surcharge	41,503	35,997	51,613	46,200	54,250	48,300	49,352	53,692	56,160	60,202	51,960	52,607	601,837
Transportation (Southern NV)	666,007	509,159	782,625	660,000	775,000	690,000	651,000	713,000	750,000	806,000	690,000	697,500	8,390,291
Transportation (Northern NV)	-	-	-	-	-	-	54,032	54,032	52,289	54,032	52,289	54,032	320,708
Other Revenue	283,215	-	-	-	105,000	-	-	-	-	150,000	-	-	538,215
Sales Returns	(935)	(900)	(900)	(900)	(900)	(900)	(900)	(900)	(900)	(900)	(900)	(900)	(10,835)
Sales Discounts	(22,456)	(20,740)	(31,305)	(26,400)	(31,000)	(27,600)	(28,201)	(30,681)	(32,092)	(34,401)	(29,692)	(30,061)	(344,629)
Total Revenue	1,092,686	614,608	942,905	797,700	1,041,850	834,000	852,189	927,209	969,870	1,189,739	897,270	908,454	11,068,480
Avg Daily Base Revenue	20,730	17,411	24,207	21,090	23,971	22,050	20,061	21,981	23,900	24,861	21,980	21,501	22,013
Cost Of Sales													
Airport rent	6,336	7,020	7,357	6,204	7,285	6,486	6,627	7,210	7,542	8,084	6,978	7,064	84,193
Airport Fees	3,259	4,878	5,635	4,752	5,580	4,968	5,076	5,523	5,776	6,192	5,344	5,411	62,395
Driver Gratuity	146,881	77,797	125,220	105,600	124,000	110,400	112,805	122,725	128,366	137,605	118,766	120,245	1,430,411
Driver Pay	123,322	102,596	156,525	132,000	155,000	138,000	141,006	153,406	160,458	172,006	148,458	150,306	1,733,084
Fuel - Deisel	5,266	9,143	10,323	9,240	10,850	9,660	9,870	10,738	11,232	12,040	10,392	10,521	119,276
Fuel - Gasoline	26,179	25,073	41,290	36,960	43,400	38,640	39,482	42,954	44,928	48,162	41,568	42,086	470,722
Commission Expense	5,986	12,269	4,118	9,900	11,625	10,350	10,575	11,505	12,034	12,900	11,134	11,273	123,671
affiliates	-	9,361	-	-	5,000	-	-	-	-	65,000	-	-	79,361
Veh rent	63,700	-	-	-	-	-	-	-	-	-	-	-	63,700
Total Cost Of Sales	380,929	248,137	350,467	304,656	362,740	318,504	325,443	354,062	370,337	461,991	342,641	346,907	4,166,814
Gross Profit	711,757	366,471	592,438	493,044	679,110	515,496	526,746	573,147	599,533	727,748	554,629	561,547	6,901,667
	65.1%	59.6%	62.8%	61.8%	65.2%	61.8%	61.8%	61.8%	61.8%	61.2%	61.8%	61.8%	62.4%
Expenses													
Operating Expenses													
Bank Fees	1,123	891	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,014
Payroll Fees	1,732	968	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	13,200
Cash short/over	164	225	-	-	-	-	-	-	-	-	-	-	389
CC Proc Fees	6,299	4,816	7,044	5,940	6,975	6,210	6,345	6,903	7,221	7,740	6,681	6,764	78,937
Contr Labor	37,722	14,760	17,000	17,000	17,000	17,000	17,000	17,000	17,000	37,000	17,000	17,000	242,482
Life Insurance	-	-	5,120	-	-	5,120	-	-	5,120	-	-	5,120	20,480
Employee benefits	(117)	(1,416)	(750)	(750)	(750)	(750)	(750)	(750)	(750)	(750)	(750)	(750)	(9,033)
Insurance - Auto	105,743	108,915	112,183	115,548	119,015	122,585	126,263	130,051	133,952	137,971	142,110	146,373	1,500,708
Insurance - GL/Prop./EE Emb	2,478	2,000	-	-	-	-	-	-	-	-	-	-	4,478
Insurance - Health	19,734	13,899	17,670	17,670	17,670	17,670	17,670	17,670	17,670	17,670	17,670	17,670	210,333
Insurance claims and Recoveries	15,804	-	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	75,804
Insurance - WC	3,083	2,565	3,913	3,300	3,875	3,450	3,525	3,835	4,011	4,300	3,711	3,758	43,327
Lease - Vehicles (Land Rover)	2,187	2,187	2,187	2,187	2,187	2,187	2,187	2,187	2,187	2,187	2,187	2,187	26,244
PC network	16,530	40,875	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	112,405
Copier Lease	2,528	2,528	2,528	2,528	2,528	2,528	2,528	2,528	2,528	2,528	2,528	2,528	30,336
Office Expense	6,138	4,540	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	45,678
Dues & Subscriptions	713	5,111	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	25,824
Rent	14,420	14,420	14,420	14,420	14,420	14,420	14,420	14,420	14,420	14,420	14,420	14,420	173,040
Building Repair	6,509	2,258	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	28,767
Storage Rental	160	160	160	160	160	160	160	160	160	160	160	160	1,920
GPS fees	1,909	1,856	1,856	1,856	1,856	1,856	2,001	2,001	2,001	2,001	2,001	2,001	23,195
Telephone	2,397	3,940	2,400	148	1,189	1,177	1,177	1,224	6,720	2,472	2,399	1,811	27,054
Telephone - Cell	4,397	4,193	3,991	3,366	3,953	3,519	3,596	3,912	4,092	4,386	3,786	3,833	47,023
Utilities	3,192	3,763	1,570	2,785	3,195	3,272	3,496	3,834	3,243	2,737	1,489	1,586	34,162

5/1/23

TTM Income Statement
For 12 Periods Ending 12/31/2021
AWG Ambassador LLC

	With Northern Nevada												Total
	Actual 1/31/22	Actual 2/28/2022	Prelim 3/31/2022	Forecast 4/30/2022	Forecast 5/31/2022	Forecast 6/30/2022	Forecast 7/31/2022	Forecast 8/31/2022	Forecast 9/30/2022	Forecast 10/31/2022	Forecast 11/30/2022	Forecast 12/31/2022	
HR Fees	2,000	2,000	2,000	2,500	2,000	2,000	2,500	2,000	2,500	2,000	3,000	1,500	26,000
Legal Fees	-	5,516	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	15,516
Licenses & Permits	11,805	3,204	3,800	3,800	3,800	3,800	4,097	4,097	4,097	4,097	4,097	4,097	54,791
professional fees	716	235	500	500	500	500	500	500	500	500	500	500	5,951
Meals & Entertainmen	7,611	4,358	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	56,969
Ad & Marketing	4,020	2,949	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	3,950	46,469
Security	4,814	4,348	4,814	4,659	4,814	4,659	4,814	4,814	4,659	4,814	4,659	4,814	56,681
Office	66,511	60,074	66,511	64,365	66,511	64,365	66,511	66,511	64,365	66,511	64,365	66,511	783,113
Dispatch	36,040	32,552	36,040	34,877	36,040	34,877	36,040	36,040	34,877	36,040	34,877	36,040	424,342
VIP/Group Sales	12,367	11,170	12,367	11,968	12,367	11,968	12,367	12,367	11,968	12,367	11,968	12,367	145,611
Janitorial	4,263	3,850	4,263	4,125	4,263	4,125	4,263	4,263	4,125	4,263	4,125	4,263	50,193
Mechanics	4,756	4,296	4,756	4,603	4,756	4,603	4,756	4,756	4,603	4,756	4,603	4,756	55,998
Field Operations	5,810	5,248	5,810	5,623	5,810	5,623	5,810	5,810	5,623	5,810	5,623	5,810	68,408
Safety	7,932	7,164	7,932	7,676	7,932	7,676	7,932	7,932	7,676	7,932	7,676	7,932	93,393
Nevada Business Tax	3,957	3,957	4,987	4,826	4,987	4,826	4,987	4,987	4,826	4,987	4,826	4,987	57,143
Other Taxes	566	566	566	1,212	712	666	19	574	319	445	-	-	5,645
Taxes - Property	900	900	900	2,033	181	1,081	1,089	1,089	1,089	1,174	1,899	900	13,235
Uniform Expense	555	904	500	156	-	-	174	2,854	707	555	-	444	6,849
Employee Drug Test	2,482	757	500	130	543	2,667	549	767	552	1,584	441	1,856	12,828
Veh Damage Repair	954	19,891	9,500	9,500	9,500	9,500	10,240	10,240	10,240	10,240	10,240	10,240	120,285
Vehicle Detailing	7,566	6,546	7,247	7,014	7,247	7,014	7,813	7,813	7,561	7,813	7,561	7,813	89,008
Vehicle Lettering	487	500	500	500	500	500	500	500	500	500	500	500	5,987
Vehicle Licenses	4,968	3,500	3,500	3,500	3,500	3,500	3,750	3,750	3,750	3,750	3,750	3,750	44,968
Vehicle Parts	4,748	8,875	6,500	6,500	6,500	6,500	7,010	7,010	7,010	7,010	7,010	7,010	81,683
Vehicle Repair	-	1,020	750	750	750	750	830	830	830	830	830	830	9,000
Vehicle Tires	-	1,217	600	600	600	600	650	650	650	650	650	650	7,517
Vehicle Towing	230	322	500	500	500	500	540	540	540	540	540	540	5,792
Shop Supplies	965	984	1,000	1,000	1,000	1,000	1,250	1,250	1,250	1,250	1,250	1,250	13,449
Total Operating Expenses	451,868	430,359	408,135	399,576	409,085	414,205	419,109	427,419	434,893	455,741	430,882	444,321	5,125,592
EBITDA	259,889	(63,887)	184,302	93,468	270,025	101,291	107,637	145,728	164,641	272,008	123,747	117,226	1,776,074
Amortization & Depreciation													
Depreciation Expense	79,340	84,108	85,879	83,109	85,879	83,109	86,985	86,985	84,179	86,985	84,180	86,895	1,017,634
Amortization Expense	22,864	22,864	22,864	22,864	22,864	22,864	22,864	22,864	22,864	22,864	22,864	22,864	274,368
Total Amortization & Depreciation	102,204	106,972	108,743	105,973	108,743	105,973	109,849	109,849	107,043	109,849	107,044	109,759	1,292,002
Total Expenses	554,072	537,331	516,879	505,549	517,828	520,178	528,958	537,268	541,936	565,590	537,926	554,080	6,417,594
Operating Income	157,685	(170,859)	75,559	(12,505)	161,282	(4,682)	(2,212)	35,879	57,598	162,159	16,703	7,467	484,073
Other (Income) and Expense													
Other Income/Expense	(200)	-	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(1,200)
Gain/Loss Assets	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest - Vehicles	31,550	20,786	32,209	31,170	32,209	31,170	32,209	32,209	31,170	32,209	31,170	32,209	370,270
Total Other (Income) and Expense	31,350	20,786	32,109	31,070	32,109	31,070	32,109	32,109	31,070	32,109	31,070	32,109	369,070
Net Income before Taxes	126,335	(191,645)	43,450	(43,575)	129,173	(35,752)	(34,321)	3,770	26,528	130,050	(14,367)	(24,642)	115,003

5/2/5

AWG Ambassador LLC
2022 Proforma Income Statement by Region
(Unaudited)

	Proforma	
	YTD 12/31/22	%
Revenue		
Southern Nevada	\$ 10,680,793	96.5%
Northern Nevada	① 387,687	3.5%
Total Revenue:	<u>11,068,480</u>	<u>100.0%</u>
Cost Of Sales		
Southern Nevada	4,015,751	36.3%
Northern Nevada	151,062	1.4%
Total Cost Of Sales:	<u>4,166,813</u>	<u>37.6%</u>
Gross Profit:	<u>6,901,667</u>	<u>62.4%</u>
Expenses		
Southern Nevada	5,039,873	45.5%
Northern Nevada	85,721	0.8%
Total Expenses	<u>5,125,593</u>	<u>46.3%</u>
EBITDA		
Southern Nevada	1,625,169	14.7%
Northern Nevada	① 150,904	1.4%
TOTAL EBITDA	<u>1,776,074</u>	<u>16.0%</u>

NORTHERN NEVADA
 39% EBITDA

SOUTHERN NEVADA
 15.3% EBITDA

① Deferred on page E5/5

E13/5

AWG Ambassador LLC
Comparative Income Statements
(Unaudited)

	Proforma		Actual	
	YTD 12/31/22	%	YTD 12/31/21	%
Rent	173,040	1.6%	169,320	2.0%
Building Repair	28,767	0.3%	46,423	0.6%
Storage Rental	1,920	0.0%	1,760	0.0%
GPS fees	23,195	0.2%	9,617	0.1%
Telephone	27,054	0.2%	22,747	0.3%
Telephone - Cell	47,023	0.4%	32,797	0.4%
Utilities	34,162	0.3%	30,417	0.4%
Penalties	-	0.0%	856	0.0%
Late charges	-	0.0%	114	0.0%
HR Fees	26,000	0.2%	26,000	0.3%
Legal Fees	15,516	0.1%	11,596	0.1%
Licenses & Permits	54,791	0.5%	29,282	0.3%
Professional fees	5,951	0.1%	(2,987)	0.0%
Meals & Entertainment	56,969	0.5%	8,185	0.1%
Advertising & Marketing	46,469	0.4%	52,013	0.6%
Salaries	1,677,740	15.2%	1,344,749	15.9%
Nevada Business Tax	57,143	0.5%	37,321	0.4%
Other Taxes	5,645	0.1%	5,421	0.1%
Taxes - Property	13,235	0.1%	13,775	0.2%
Uniform Expense	6,849	0.1%	4,890	0.1%
Employee Drug Test	12,828	0.1%	10,090	0.1%
Employee Incentives	-	0.0%	8,600	0.1%
Vehicle Damage Repairs	120,285	1.1%	20,014	0.2%
Vehicle Detailing	89,008	0.8%	63,640	0.8%
Vehicle Lettering	5,987	0.1%	3,660	0.0%
Vehicle Licenses	44,968	0.4%	97,816	1.2%
Vehicle Parts	81,683	0.7%	234,057	2.8%
Vehicle Repair	9,000	0.1%	25,119	0.3%
Vehicle Tires	7,517	0.1%	23,500	0.3%
Vehicle Towing	5,792	0.1%	3,460	0.0%
Vehicle Shop Supplies	13,449	0.1%	14,488	0.2%
Total Expenses	5,125,592	46.3%	3,839,807	45.5%
EBITDA	1,776,074	16.0%	1,504,356	17.8%
Other Income and Expense				
Dep & Amort Expense	1,292,002	11.7%	820,229	9.7%
Interest	370,270	3.3%	187,058	2.2%
Other Income/Expenses	(1,200)	0.0%	(310,490)	-3.7%
Gain/Loss on Sale of Asset	-	0.0%	(31,470)	-0.4%
Gain on Ext of Debt (PPP)	-	0.0%	(2,389,969)	-28.3%
Total	1,661,072	15.0%	(1,724,642)	-20.4%
Net Income (Loss)	\$ 115,003	1.0%	\$ 3,228,998	38.3%

3,228,998 NET INCOME
- 2,389,969 PPP FORGIVENESS
839,029 NET INCOME WITHOUT
EXTRAORDINARY EVENT
E-4/5

AWG Ambassador LLC
Comparative Income Statements
(Unaudited)

	Proforma		Actual	
	YTD 12/31/22	%	YTD 12/31/21	%
Revenue				
Airport Fee Revenue	\$ 177,682	1.6%	\$ 150,735	1.8%
Driver Gratuity Revenue	1,395,212	12.6%	988,195	11.7%
Fuel Surcharge	601,837	5.4%	402,832	4.8%
Transportation - SNV	8,390,291	75.8%	6,709,400	79.5%
Transportation - NNV	① 320,708	2.9%	-	0.0%
Other Revenue	538,215	4.9%	501,527	5.9%
Sales Returns	(10,835)	-0.1%	(14,318)	-0.2%
Sales Discounts	(344,629)	-3.1%	(298,272)	-3.5%
Total Revenue:	11,068,480	100.0%	8,440,099	100.0%
Cost Of Sales				
Airport Rent & Fees	146,588	1.3%	125,785	1.5%
Driver Gratuity	1,430,411	12.9%	979,369	11.6%
Driver Pay	1,733,084	15.7%	1,356,683	16.1%
Fuel - Deisel	119,276	1.1%	138,203	1.6%
Fuel - Gasoline	470,722	4.3%	262,562	3.1%
Commission Expense	123,671	1.1%	102,339	1.2%
Client Services	-	0.0%	1,107	0.0%
Charter Affiliates	79,361	0.7%	129,888	1.5%
Vehicle Rent	63,700	0.6%	-	0.0%
Total Cost Of Sales:	4,166,814	37.6%	3,095,936	36.7%
Gross Profit:	6,901,667	62.4%	5,344,163	63.3%
Expenses				
Bank Fees	12,014	0.1%	45,444	0.5%
Payroll Fees	13,200	0.1%	14,579	0.2%
Cash short/over	389	0.0%	581	0.0%
Credit Card Processing Fees	78,937	0.7%	88,639	1.1%
Contract Labor	242,482	2.2%	195,961	2.3%
Life Insurance	20,480		5,120	0.1%
COBRA Asst Program	(9,033)	-0.1%	(7,374)	-0.1%
Insurance - Auto	1,500,708	13.6%	619,446	7.3%
Insurance - GL/Prop./EE Emb	4,478	0.0%	4,001	0.0%
Insurance - Health	210,333	1.9%	160,716	1.9%
Insurance claims	75,804	0.7%	89,765	1.1%
Insurance - WC	43,327	0.4%	37,647	0.4%
Lease Payments - Vehicles	26,244	0.2%	26,243	0.3%
PC Network	112,405	1.0%	135,702	1.6%
Lease Expense - Copier	30,336	0.3%	23,950	0.3%
Office Expense	45,678	0.4%	41,880	0.5%
Dues & Subscriptions	25,824	0.2%	8,767	0.1%

① ADD OTHER REVENUES
 eg. fuel surcharge
 gratuities
 airport fees etc

ES/5

AWG Ambassador, LLC
Comparative Balance Sheets
(Unaudited)

	Proforma 12/31/22	Actual 12/31/21
Assets		
Current Assets		
Cash	\$ 1,479,637	\$ 1,418,931
Accounts Receivable	778,961	778,961
Due to/from Affiliates	677	677
Deposits	-	-
Prepaid Expenses	185,943	185,943
Parts Inventory	44,942	41,685
Total Current Assets:	<u>2,490,160</u>	<u>2,426,197</u>
Fixed Assets		
Vehicles and related equipment	6,425,625	6,369,625
Other FF&E	1,175,007	1,150,007
Goodwill	2,743,680	2,743,680
Accumulated Depreciation - Vehicles	(5,229,307)	(4,211,673)
Acc Depreciation & Amortization - Other	(1,424,375)	(1,150,007)
Total Fixed Assets:	<u>3,690,630</u>	<u>4,901,632</u>
Other Assets		
Deposits	126,143	126,143
Total Other Assets:	<u>126,143</u>	<u>126,143</u>
	<u>\$ 6,306,933</u>	<u>\$ 7,453,972</u>
Liabilities		
Current Liabilities		
Accounts Payable	156,687	156,687
Customer deposits	585,850	585,850
Other accrued expenses	17,632	17,632
Accrued payroll and related	221,844	205,768
Accrued Taxes	29,785	27,627
Current portion of long-term debt	481,281	958,312
Total Current Liabilities:	<u>1,493,079</u>	<u>1,951,876</u>
Long-Term Liabilities		
Vehicle notes and loans	1,405,452	1,885,452
Forgivable PPP Loans (Two)	-	-
Other long-term debt	87,200	308,445
Total Long-Term Liabilities:	<u>1,492,652</u>	<u>2,193,897</u>
	<u>2,985,731</u>	<u>4,145,773</u>
Equity		
Owner's Capital	1,759,273	1,861,273
Retained Earnings	1,561,929	1,446,926
	<u>3,321,202</u>	<u>3,308,199</u>
	<u>\$ 6,306,933</u>	<u>\$ 7,453,972</u>

CURRENT RATIO
 $2,426,197 / 1,951,876$
1.24

44.49% Equity

12-1/1

Original Title Page

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
Eliminations from this tariff
will be in loose-leaf form.

CPCN 1041, Sub 6

AWG AMBASSADOR, LLC

dba

AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES

CHARTER SERVICE TARIFF 1

Naming

FARES, CHARGES, RULES AND REGULATIONS

For

**THE TRANSPORTATION OF PASSENGERS
AND THEIR BAGGAGE**

Between

SOUTHERN NEVADA:

POINTS AND PLACES IN CLARK AND NYE COUNTIES, NEVADA

NORTHERN NEVADA:

**POINTS AND PLACES WITHIN WASHOE, CARSON CITY, DOUGLAS, LYON AND STOREY
COUNTIES ON THE ONE HAND AND POINTS AND PLACES WITHIN THE STATE OF NEVADA ON
THE OTHER.**

ISSUED: May 20, 2011

EFFECTIVE:

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F1/39

**AWG AMBASSADOR, LLC dba AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG
CHARTER SERVICES
CPCN 1041, Sub 6**

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 changed page. If correction numbers are properly checked as received, check marks will appear in consecutive order without omission. However, if check marks indicated that a new or revised page has not yet been approved, 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
 Nev. or NV _____ Nevada
 No. _____ Number
 Nos _____ Numbers
 N.T.A. _____ Nevada Transportation Authority
 N _____ New Addition
 C _____ Change (neither increase nor reduction)
 I _____ Increase
 \$ _____ Dollar or Dollars
 R _____ Reduction
 V _____ Revision

ISSUED: May 20, 2011

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AWG AMBASSADOR, LLC AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER
SERVICES
CHARTER LIMOUSINE TARIFF NO. 1

Rule No.	RULES AND REGULATIONS
5	<u>APPLICATION OF TARIFF</u> Rules, regulation, rates and charges named in this tariff apply to the transportation of passengers and their baggage in limousines, including the driver, between points and places within Clark County, Nevada. Passengers as set forth by NAC 706.
10	<u>COMPUTATIONS OF RATES AND CHARGES</u> Rates and charges named in this tariff are applicable to waiting time, deadhead and live service, and apply from the time the limousine is dispatched until its return to point of dispatch.
15	<u>BAGGAGE</u> a) Hand baggage shall not exceed forty (40) pounds per each bag per adult passenger; b) Articles with sharp edges will not be carried unless securely and safely packaged; c) Explosives, inflammables, or harmful liquids will not be transported.
Issued: May 20, 2011	
Effective:	

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AWG AMBASSADOR, LLC dba AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER
SERVICES
CHARTER LIMOUSINE TARIFF NO. 1

Rule No.	RULES AND REGULATIONS
20	<p><u>ANIMALS</u></p> <p>Live animals will not be carried unless confined in an appropriate container.</p> <p><u>Exception:</u> Seeing eye dogs, and other dogs assisting handicapped customers in the performance of their duty.</p>
25	<p><u>OBJECTIONABLE PERSONS</u></p> <p>Carrier reserves the right to refuse transportation to any person under the influence of intoxicants or drugs, or incapable of taking care of himself or herself, or whose conduct is likely to be objectionable to other passengers.</p> <p><u>Exception:</u> Incapacitated or ill persons accompanied by a nurse or guardian</p>
30	<p><u>LIABILITY</u></p> <p>Carrier will not be liable for loss or damage to baggage or their contents, unless such loss or damage is caused by the lack of reasonable care, and then only for the reasonable value thereof, subject to the maximum liability of \$250.00 for the loss of, or damage to, any single piece of luggage, including its contents.</p>

Issued: May 20, 2011

Effective:

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AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES

Charter Service Tariff 1

RULE NO

RULES AND REGULATIONS

7. CANCELLATION

Carrier reserves the right to charge a cancellation fee in the event that the request for transportation is canceled less than twenty-four (24) hours from time of requested service, which cancellation fee shall be equal to the minimum charge for the transportation services originally requested.

8. DAMAGE TO VEHICLES

(A) Each vehicle dispatched for a charter will be in good condition upon arrival. Any damage to the vehicle which is caused by the charter customer(s) will be charged by the carrier to the customer(s). (B) A special cleaning fee (actual Cost) will be assessed to the passenger(s) intentional acts or negligence.

9. VEHICLE DEFINITIONS:

- 1) **Standard Sedan** is a vehicle with a passenger capacity of six, including driver.
- 2) **Crossover** is a vehicle with a passenger capacity of seven, including driver. A crossover is a vehicle built on a car platform and combining, in highly variable degrees, features of a sport utility vehicle (SUV) with features from a passenger vehicle.
- 3) **Luxury Sedan** is a vehicle a manufacturer produces as a standard item in its product line and includes most optional features provided by the manufacturer, with a passenger capacity of six, including driver.
- 4) **Stretch Limousine** is a production model vehicle that has a passenger capacity of eight, including driver and has been modified structurally in a manner which includes the lengthening of the frame with a fifth door added, has a bar, television and includes any optional features offered or provided by the manufacturer.
- 5) **Super Stretch Limousine** is a production model vehicle with a passenger capacity of ten, including driver which has been modified structurally in a manner that includes the lengthening of the frame.
- 6) **Sport Utility Vehicle** is a vehicle with a passenger capacity of eight, including driver, is capable of off-highway operation and produced by a major automobile manufacturer as a standard item in its product line and includes any optional features provided by the manufacturer.

ISSUED: May 20, 2011

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Charter Service Tariff 1

RULE NO. RULES AND REGULATIONS CONTINUED

9. CONTINUED:

- 7) **Stretch Sport Utility Vehicle** is a "sport utility vehicle" as defined above that has been modified structurally in a manner that includes lengthening of the frame, with a passenger capacity of twenty, including driver.
- 8) **Passenger Van** is a vehicle that has not been modified structurally with a passenger capacity of fifteen, including driver.
- 9) **Handicap Sedan** is a vehicle that is designed to provide secure transportation for one handicap passengers with an electric extending ramp for easy access and four, passengers including driver.
- 10) **Executive Luxury Van** is a production model van that has been configured with a combination of individual Captain's chairs, bench seating or roll down sleeper bed with a maximum passenger capacity of nine, including driver.
- 11) **Ultra-Luxury Sedan/Limo** is a vehicle produced by Rolls Royce, Bentley or Maybach as a standard item in its product line offered for sale in the USA.

10. CLIENT DEFINITION

- 1) **"AFFILIATE" Limousine Company** is a company that holds the proper authority to provide transportation services as a common motor carrier both in and out of the state of Nevada. Companies located outside the State of Nevada will be required to maintain proper state recognition of their operating authority on file in AWG Ambassador's client files and available for inspection by the NTA.
- 2) **"LOCAL RESIDENT"** is an individual residing in the State of Nevada. To qualify as a Local Resident, the individual must show proper identification which was issued from a state or governmental authority. Local rate does apply to Holidays or during Special Events (Defined in Rule 11 below)
SPACE LEFT BLANK INTENTIONALLY

ISSUED: May 20, 2011

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Charter Service Tariff 1

RULE NO. RULES AND REGULATIONS CONTINUED

11. Holidays and Special Events Defined:**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

ISSUED: May 20, 2011

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AWG AMBASSADOR, LLC
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AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES
Charter Service Tariff 1
RULES AND REGULATIONS CONTINUED

NORTHERN NEVADA PASSENGER AND VEHICLE DEFINITIONS

Passenger Capacity: Passenger Capacity of vehicle, which includes ALL possible passengers and driver, regardless of how many passengers are in the vehicle.

HOURLY:

There is a 1 hr. minimum for each charter, including for all regular, Tier 1 and Tier 2 rates, except for the following which have increased minimum requirements:

For Vehicle definitions 4,5,7 and 8: there are minimum charter hour requirements, as defined below for all regular, Tier 1 and Tier 2 rates, for Weekends, Federal Holidays and Special events:

- All Fridays (3pm – 1am): 3 hours minimum
- All Saturdays (3pm - 4am): 4 hours minimum
- Prom/Junior Achievement Dance (3pm – 1am): 4 hours minimum plus \$5.00 increase in hourly rates
- 4th of July: 4 hrs. minimum

For all vehicles and all rates, New Year's Eve has a 6-hour minimum, plus \$5.00 increase in hourly rates.

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Reserves the right to eliminate their minimum hour requirements as set forth above when business is slow, as well as the right to impose 2, 4, 6, or even 8-hour minimum requirements when all vehicles are expected to and consented by client prior to confirming reservation.

ISSUED: May 20, 2011

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AWG AMBASSADOR, LLC
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AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES
Charter Service Tariff No. 1

CHARTER SERVICES AND RATES

Standard Sedan – SOUTHERN NEVADA

Minimum charge, one-hour*	\$50.00
Each additional half hour or less*	\$25.00
Minimum charge, one hour **	\$63.00
Each additional half hour or less **	\$31.50
Minimum charge, one hour***	\$80.00
Each additional half hour or less***	\$40.00
Minimum charge, one hour ****	\$50.00
Each additional half-hour or less****	\$25.00

* Walkout (Kelly) & Affiliates" (See Affiliate in Definitions) or "Local Resident" (see Local Resident in definitions) or customer usage of 200 hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of 1st calendar month.

** Applies when customer pre-arranges transportation via telephone, facsimile, internet or at company headquarters.

*** Holiday and Special Event Rate as defined in Rule 11 (pre-arranged only).

****Requires usage by customer, including customer's affiliated or related entities, of 2500 hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of the first calendar month.

ISSUED: May 20, 2011

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AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES
Charter Service Tariff No. 1

CHARTER SERVICES AND RATES

Standard Sedan – NORTHERN NEVADA

Minimum charge, one hour ¹	\$70.00
Each additional quarter-hour	\$17.50
Minimum charge, one-hour*	\$63.00
Each additional quarter hour or less*	\$15.75
Minimum charge, one hour **	\$49.00
Each additional quarter hour or less **	\$12.25
Minimum charge, one hour***	\$80.00
Each additional quarter hour or less***	\$20.00

***Tier One:** Companies or clients who average more than 10 reservations per month, for the period of three consecutive months.

**** Tier Two:** Applies for FAM (i.e., Familiarization or site inspection), an employee of a Tier One company or client, who comes in advance to secure hotel and activity locations for verified groups of 100 or more passengers arriving later in a single order/group.

***** Holiday and Special Event Rate** as defined in Rule 11 (pre-arranged only).

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AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES

Charter Service Tariff No. 1

CHARTER SERVICES RATES AND CHARGES CONTINUED

Luxury Sedan SOUTHERN NEVADA

Minimum charge, one-hour*	\$65.00
Each additional half hour or less*	\$32.50
Minimum charge, one hour **	\$80.00
Each additional half hour or less **	\$40.00
Minimum charge, one hour***	\$100.00
Each additional half hour or less***	\$50.00
Minimum charge, one hour ****	\$50.00
Each additional half-hour or less****	\$25.00

* Walkout (Kelly) & Affiliates" (See Affiliate in Definitions) or "Local Resident" (see Local Resident in definitions) or customer usage of 200 hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of 1st calendar month.

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ISSUED: May 20, 2011

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Charter Service Tariff No. 1

CHARTER SERVICES RATES AND CHARGES CONTINUED

Luxury Sedan – NORTHERN NEVADA

Minimum charge, one hour ¹	\$80.00
Each additional quarter-hour	\$20.00
Minimum charge, one-hour*	\$72.00
Each additional quarter hour or less*	\$18.00
Minimum charge, one hour **	\$56.00
Each additional quarter hour or less **	\$14.00
Minimum charge, one hour***	\$90.00
Each additional quarter hour or less***	\$22.50

***Tier One:** Companies or clients who average more than 10 reservations per month, for the period of three consecutive months.

**** Tier Two:** Applies for FAM (i.e... Familiarization or site inspection), an employee of a Tier One company or client, who comes in advance to secure hotel and activity locations for verified groups of 100 or more passengers arriving later in a single order/group.

***** Holiday and Special Event Rate** as defined in Rule 11 (pre-arranged only).

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AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES

Charter Service Tariff No. 1

CHARTER SERVICES RATES AND CHARGES CONTINUED

Stretch Limousine SOUTHERN NEVADA

Minimum charge, one-hour*	\$60.00
Each additional half hour or less*	\$30.00
Minimum charge, one hour **	\$80.00
Each additional half hour or less **	\$40.00
Minimum charge, one hour***	\$105.00
Each additional half hour or less***	\$52.50
Minimum charge, one hour ****	\$50.00
Each additional half-hour or less****	\$25.00

* **Walkout (Kelly) & Affiliates** (See Affiliate in Definitions) or "Local Resident" (see Local Resident in definitions) or customer usage of **200** hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of 1st calendar month.

** Applies when customer pre-arranges transportation via telephone, facsimile, internet or at company headquarters.

*** Holiday and Special Event Rate as defined in Rule 11 (pre-arranged only).

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Charter Service Tariff No. 1

CHARTER SERVICES RATES AND CHARGES CONTINUED

Stretch Limousine – NORTHERN NEVADA

Minimum charge, one hour	\$80.00
Each additional quarter-hour	\$20.00
Minimum charge, one-hour*	\$72.00
Each additional quarter hour or less*	\$18.00
Minimum charge, one hour **	\$56.00
Each additional quarter hour or less **	\$14.00
Minimum charge, one hour***	\$90.00
Each additional quarter hour or less***	\$22.50

***Tier One:** Companies or clients who average more than 10 reservations per month, for the period of three consecutive months.

**** Tier Two:** Applies for FAM (i.e... Familiarization or site inspection), an employee of a Tier One company or client, who comes in advance to secure hotel and activity locations for verified groups of 100 or more passengers arriving later in a single order/group.

***** Holiday and Special Event Rate** as defined in Rule 11 (pre-arranged only).

ISSUED: May 20, 2011

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AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES
Charter Service Tariff No. 1

CHARTER SERVICES RATES AND CHARGES CONTINUED

Super Stretch Limousine SOUTHERN NEVADA

Minimum charge, one-hour*	\$70.00
Each additional half hour or less*	\$35.00
Minimum charge, one hour **	\$85.00
Each additional half hour or less **	\$42.50
Minimum charge, one hour***	\$105.00
Each additional half hour or less***	\$52.50
Minimum charge, one hour****	\$50.00
Each additional half-hour or less****	\$25.00

* **Walkout (Kelly) & Affiliates** (See Affiliate in Definitions) or "Local Resident" (see Local Resident in definitions) or customer usage of **200** hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of 1st calendar month.

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ISSUED: May 20, 2011

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Charter Service Tariff No. 1

CHARTER SERVICES RATES AND CHARGES CONTINUED

Super Stretch Limousine – NORTHERN NEVADA

Minimum charge, one hour ¹	\$90.00
Each additional quarter-hour	\$22.50
Minimum charge, one-hour*	\$81.00
Each additional quarter hour or less*	\$20.50
Minimum charge, one hour **	\$63.00
Each additional quarter hour or less **	\$15.75
Minimum charge, one hour***	\$100.00
Each additional quarter hour or less***	\$25.00

***Tier One:** Companies or clients who average more than 10 reservations per month, for the period of three consecutive months.

**** Tier Two:** Applies for FAM (i.e... Familiarization or site inspection), an employee of a Tier One company or client, who comes in advance to secure hotel and activity locations for verified groups of 100 or more passengers arriving later in a single order/group.

***** Holiday and Special Event Rate** as defined in Rule 11 (pre-arranged only).

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Charter Service Tariff No. 1

CHARTER SERVICES RATES AND CHARGES CONTINUED

Crossover SOUTHERN NEVADA

Minimum charge, one-hour*	\$50.00
Each additional half hour or less*	\$25.00
Minimum charge, one hour **	\$80.00
Each additional half hour or less **	\$40.00
Minimum charge, one hour***	\$100.00
Each additional half hour or less***	\$50.00
Minimum charge, one hour ****	\$50.00
Each additional half-hour or less****	\$25.00

* Walkout (Kelly) & Affiliates" (See Affiliate in Definitions) or "Local Resident" (see Local Resident in definitions) or customer usage of 200 hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of 1st calendar month.

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ISSUED: May 20, 2011

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Charter Service Tariff No. 1

CHARTER SERVICES RATES AND CHARGES CONTINUED

Crossover – NORTHERN NEVADA

Minimum charge, one hour ¹	\$70.00
Each additional quarter-hour	\$17.50
Minimum charge, one-hour*	\$63.00
Each additional quarter hour or less*	\$15.75
Minimum charge, one hour **	\$49.00
Each additional quarter hour or less **	\$12.25
Minimum charge, one hour***	\$80.00
Each additional quarter hour or less***	\$20.00

***Tier One:** Companies or clients who average more than 10 reservations per month, for the period of three consecutive months.

**** Tier Two:** Applies for FAM (i.e... Familiarization or site inspection), an employee of a Tier One company or client, who comes in advance to secure hotel and activity locations for verified groups of 100 or more passengers arriving later in a single order/group.

***** Holiday and Special Event Rate** as defined in Rule 11 (pre-arranged only).

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AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES

Charter Service Tariff No. 1

CHARTER SERVICES RATES AND CHARGES CONTINUED

Sport Utility Vehicle SOUTHERN NEVADA

Minimum charge, one-hour*	\$60.00
Each additional half hour or less*	\$30.00
Minimum charge, one hour **	\$80.00
Each additional half hour or less **	\$40.00
Minimum charge, one hour***	\$100.00
Each additional half hour or less***	\$50.00
Minimum charge, one hour ****	\$55.00
Each additional half-hour or less****	\$27.50

* Walkout (Kelly) & Affiliates" (See Affiliate in Definitions) or "Local Resident" (see Local Resident in definitions) or customer usage of 200 hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of 1st calendar month.

** Applies when customer pre-arranges transportation via telephone, facsimile, internet or at company headquarters.

*** Holiday and Special Event Rate as defined in Rule 11 (pre-arranged only).

****Requires usage by customer, including customer's affiliated or related entities, of 2500 hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of the first calendar month.

ISSUED: May 20, 2011

EFFECTIVE:

ISSUED BY:

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F19/39

AWG AMBASSADOR, LLC
Dba
AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES
Charter Service Tariff No. 1

CHARTER SERVICES RATES AND CHARGES CONTINUED

Sports Utility Vehicle – NORTHERN NEVADA

Minimum charge, one hour ¹	\$80.00
Each additional quarter-hour	\$20.00
Minimum charge, one-hour*	\$72.00
Each additional quarter hour or less*	\$18.00
Minimum charge, one hour **	\$56.00
Each additional quarter hour or less **	\$14.00
Minimum charge, one hour***	\$90.00
Each additional quarter hour or less***	\$22.50

*Tier One: Companies or clients who average more than 10 reservations per month, for the period of three consecutive months.

** Tier Two: Applies for FAM (i.e... Familiarization or site inspection), an employee of a Tier One company or client, who comes in advance to secure hotel and activity locations for verified groups of 100 or more passengers arriving later in a single order/group.

*** Holiday and Special Event Rate as defined in Rule 11 (pre-arranged only).

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AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES

Charter Service Tariff No. 1

CHARTER SERVICES RATES AND CHARGES CONTINUED

Stretch Sport Utility Vehicle SOUTHERN NEVADA

Minimum charge, one hour*	\$105.00
Each additional half-hour or less*	\$52.50
Minimum charge, one hour**	\$130.00
Each additional half-hour or less**	\$65.00
Minimum charge, 1 hour***	\$160.00
Each additional half hour or less***	\$80.00
Minimum charge, one hour****	\$90.00
Each additional half-hour or less****	\$45.00

* Walkout (Kelly) & "Affiliates" (See Affiliate in Definitions) or "Local Resident" (see Local Resident in definitions) or customer usage of 200 hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of 1st calendar month.

** Applies when customer pre-arranges transportation via telephone, facsimile, internet or at company headquarters.

*** Holiday and Special Event Rate as defined in Rule 11 (pre-arranged only).

****Requires usage by customer, including customer's affiliated or related entities, of 2500 hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of the first calendar month.

ISSUED: May 20, 2011

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Charter Service Tariff No. 1

CHARTER SERVICES RATES AND CHARGES CONTINUED

Stretch Sport Utility Vehicle – NORTHERN NEVADA

Minimum charge, one hour ¹	\$125.00
Each additional quarter-hour	\$31.25
Minimum charge, one-hour*	\$112.50
Each additional quarter hour or less*	\$28.13
Minimum charge, one hour **	\$87.50
Each additional quarter hour or less **	\$21.88
Minimum charge, one hour***	\$150.00
Each additional quarter hour or less***	\$37.50

*Tier One: Companies or clients who average more than 10 reservations per month, for the period of three consecutive months.

** Tier Two: Applies for FAM (i.e... Familiarization or site inspection), an employee of a Tier One company or client, who comes in advance to secure hotel and activity locations for verified groups of 100 or more passengers arriving later in a single order/group.

*** Holiday and Special Event Rate as defined in Rule 11 (pre-arranged only).

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AWG AMBASSADOR, LLC

dba

AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES
Charter Service Tariff No. 1**CHARTER SERVICES RATES AND CHARGES CONTINUED**

Charges shown below will be computed on the bases of either (1) The Hourly Rate, or (2) The Minimum Charge, whichever results in the greater charge shall apply.

Passenger Van SOUTHERN NEVADA

Minimum charge, one-hour*	\$65.00
Each additional half hour or less*	\$32.50
Minimum charge, one hour **	\$80.00
Each additional half hour or less **	\$40.00
Minimum charge, one hour***	\$90.00
Each additional half hour or less***	\$45.00
Minimum charge, one hour ****	\$55.00
Each additional half-hour or less****	\$27.50

* Walkout (Kelly) & "Affiliates" (See Affiliate in Definitions) or "Local Resident" (see Local Resident in definitions) or customer usage of 200 hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of 1st calendar month.

** Applies when customer pre-arranges transportation via telephone, facsimile, internet or at company headquarters.

*** Holiday and Special Event Rate as defined in Rule 11 (pre-arranged only).

**** Requires usage by customer, including customer's affiliated or related entities, of 2500 hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of the first calendar month.

ISSUED: May 20, 2011

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F23/39

AWG AMBASSADOR, LLC

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AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES

Charter Service Tariff No. 1

CHARTER SERVICES RATES AND CHARGES CONTINUED

Charges shown below will be computed on the bases of either (1) The Hourly Rate, or (2) The Minimum Charge, whichever results in the greater charge shall apply.

Handicap Sedan SOUTHERN NEVADA

Minimum charge, one-hour*	\$60.00
Each additional half hour or less*	\$30.00
Minimum charge, one hour **	\$80.00
Each additional half hour or less **	\$40.00
Minimum charge, one hour***	\$90.00
Each additional half hour or less***	\$45.00
Minimum charge, one hour ****	\$65.00
Each additional half-hour or less****	\$32.50

* Walkout (Kelly) & "Affiliates" (See Affiliate in Definitions) or "Local Resident" (see Local Resident in definitions) or customer usage of 200 hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of 1st calendar month.

** Applies when customer pre-arranges transportation via telephone, facsimile, internet or at company headquarters.

*** Holiday and Special Event Rate as defined in Rule 11 (pre-arranged only).

**** Requires usage by customer, including customer's affiliated or related entities, of 2500 hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of the first calendar month.

ISSUED: May 20, 2011

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AWG AMBASSADOR, LLC
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Charter Service Tariff No. 1

CHARTER SERVICES RATES AND CHARGES CONTINUED

Executive Luxury Van SOUTHERN NEVADA

Minimum charge, one hour*	\$85.00
Each additional half-hour or less*	\$42.50
Minimum charge, one hour**	\$95.00
Each additional half-hour or less**	\$47.50
Minimum charge, 1 hour***	\$120.00
Each additional half hour or less***	\$60.00
Minimum charge, one hour****	\$70.00
Each additional half-hour or less****	\$35.00

* Walkout (Kelly) & "Affiliates" (See Affiliate in Definitions) or "Local Resident" (see Local Resident in definitions) or customer usage of 200 hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of 1st calendar month.

** Applies when customer pre-arranges transportation via telephone, facsimile, internet or at company headquarters.

*** Holiday and Special Event Rate as defined in Rule 11 (pre-arranged only).

**** Requires usage by customer, including customer's affiliated or related entities, of 2500 hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of the first calendar month.

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Charter Service Tariff No. 1

CHARTER SERVICES RATES AND CHARGES CONTINUED

Executive Luxury Van – NORTHERN NEVADA

Minimum charge, one hour ¹	\$90.00
Each additional quarter-hour	\$22.50
Minimum charge, one-hour*	\$81.00
Each additional quarter hour or less*	\$20.25
Minimum charge, one hour **	\$63.00
Each additional quarter hour or less **	\$15.75
Minimum charge, one hour***	\$100.00
Each additional quarter hour or less***	\$25.00

*Tier One: Companies or clients who average more than 10 reservations per month, for the period of three consecutive months.

** Tier Two: Applies for FAM (i.e... Familiarization or site inspection), an employee of a Tier One company or client, who comes in advance to secure hotel and activity locations for verified groups of 100 or more passengers arriving later in a single order/group.

*** Holiday and Special Event Rate as defined in Rule 11 (pre-arranged only).

ISSUED:

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F26/39

AWG AMBASSADOR, LLC

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AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES

Charter Service Tariff No. 1

CHARTER SERVICES RATES AND CHARGES CONTINUED

Charges shown below will be computed on the bases of either (1) The Hourly Rate, or (2) The Minimum Charge, whichever results in the greater charge shall apply.

Ultra Luxury Sedans/Limousines <u>SOUTHERN NEVADA</u>	
Minimum charge, one hour*	\$160.00
Each additional half-hour or less*	\$80.00
Minimum charge, one hour**	\$225.00
Each additional half-hour or less**	\$112.50
Minimum charge, one hour***	\$275.00
Each additional half-hour or less***	\$137.50
Minimum charge, one hour****	\$140.00
Each additional half-hour or less****	\$70.00

* Walkout (Kelly) & "Affiliates" (See Affiliate in Definitions) or "Local Resident" (see Local Resident in definitions) or customer usage of 200 hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of 1st calendar month.

** Applies when customer pre-arranges transportation via telephone, facsimile, internet or at company headquarters.

*** Holiday and Special Event Rate as defined in Rule 11 (pre-arranged only).

**** Requires usage by customer, including customer's affiliated or related entities, of 2500 hours or more, cumulative for all vehicle categories in any calendar month for a minimum of three consecutive calendar months, with rate retroactive to 1st day of the first calendar month.

ISSUED: May 20, 2011

EFFECTIVE:

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AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES
Charter Service Tariff No. 1

CHARTER SERVICES RATES AND CHARGES CONTINUED

Ultra Luxury Sedans/Limousines – NORTHERN NEVADA

Minimum charge, one hour ¹	\$140.00
Each additional quarter-hour	\$35.00
Minimum charge, one-hour*	\$126.00
Each additional quarter hour or less*	\$31.50
Minimum charge, one hour **	\$98.00
Each additional quarter hour or less **	\$24.50
Minimum charge, one hour***	\$170.00
Each additional quarter hour or less***	\$42.50

***Tier One:** Companies or clients who average more than 10 reservations per month, for the period of three consecutive months.

**** Tier Two:** Applies for FAM (i.e... Familiarization or site inspection), an employee of a Tier One company or client, who comes in advance to secure hotel and activity locations for verified groups of 100 or more passengers arriving later in a single order/group.

***** Holiday and Special Event Rate as defined in Rule 11 (pre-arranged only).**

ISSUED:

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F28/39

AWG AMBASSADOR, LLC

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**AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES
AIRPORT TRANSFER SERVICE RATES**

Fares and charges in dollars and cents per person.

Fares are for one-way service in either direction or round trip.

Between McCarran International Airport or the Signature Terminal

SOUTHERN NEVADA**ZONE #1**

One Way/Round Trip

Las Vegas Strip Hotels: points located on the strip means any points on Las Vegas Blvd. from city limits of Las Vegas (Sahara Ave.) to Warm Springs Rd. and two miles east and west thereof.

Nontransferable, nonrefundable.

\$13.00/\$26.00

A) Customer usage in excess of 8,500 passenger trips in any calendar month (round trip only)

N/A/\$11.00

B) DIRECT NON-STOP SERVICE (requires a 6 person minimum)
No passenger under this service shall have exclusive use of vehicle
- NAC 706.060 (one-way trip only)

\$15.00/N/A

ZONE #2

Downtown Hotels: Points downtown means: any point North of Sahara Ave. along Las Vegas Blvd. but not farther than Washington Ave. and one mile on either side of Las Vegas Blvd. Nontransferable, nonrefundable.

\$13.00/\$26.00

A) Customer usage in excess of 8,500 passenger trips in any calendar month (round trip only)

N/A/\$11.00

B) DIRECT NON-STOP (requires 6 person minimum) no passenger under this service shall have exclusive use of the vehicle - NAC 706.060 (one-way trip only)

\$\$15.00/N/A

Issued:**Effective:****Issued by: Alan Waxler, Manager
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Las Vegas, NV 89103**

F29/39

AWG AMBASSADOR, LLC

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**AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES
AIRPORT TRANSFER SERVICE RATES AND CHARGES
(Continued)**

Fares are for One Way and Round Trip Service in either direction between the points indicated, per passenger.	Signature Terminal		McCarran Field	
	One Way	Round Trip	One Way	Round Trip
<u>Zone #3</u> Hotels/Motels South of Warm Springs Rd., along Las Vegas Blvd. but not farther than 2 miles past St. Rose Pkwy. and (3) miles both east and west. Nontransferable, nonrefundable.	\$14.50	\$24.50	\$14.50	\$24.50
A) DIRECT NON-STOP SERVICE (requires a 6 person minimum) no passenger under this service shall have exclusive use of vehicle - NAC 706.060.	\$18.50	N/A	\$18.50	N/A
<u>Zone #4</u> Boulder Strip: points and places along Boulder highway (East Fremont) between Charleston Blvd. and Tropicana Ave. and one mile on either side. Nontransferable, nonrefundable.	\$17.50	\$29.50	\$17.50	\$29.50
<u>Zone #5</u> Hotels/Motels from Tropicana & Eastern Ave. South to I-215 and one (1) mile south no further than Gibson Road. Nontransferable, nonrefundable.	\$14.50	\$24.50	\$14.50	\$24.50
<u>Zone #6</u> Summerlin, points and places along Rampart Blvd. between Charleston Blvd. and Cheyenne Blvd. and two miles on either side.	\$27.50	\$47.50	\$27.50	\$47.50

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AWG AMBASSADOR, LLC
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AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES
AIRPORT TRANSFER SERVICE RATES AND CHARGES
(Continued)

Fares are for One Way and Round Trip Service in either direction between the points indicated, per passenger.	Signature Terminal		McCarran Field	
	One way	Round Trip	One way	Round Trip
<u>Zone #7</u> Rancho Strip: points and places along Rancho Drive between Sahara Ave. and one mile on either side. (Requires a 4 person min.)	\$27.50	\$47.50	\$27.50	\$47.50
<u>Zone #8</u> Lake Las Vegas	\$37.50	\$62.50	\$37.50	\$62.50
<u>Zone #9</u> Hotels/Motels from points north of Nellis AFB to Mesquite, Nevada bus stops at Casablanca, Oasis and Virgin River Resorts. (Requires an 8 person min.)	\$42.50	N/A	\$42.50	N/A

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AWG AMBASSADOR, LLC

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AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES**SPECIAL SERVICES RATES AND CHARGES**

"Special Services" means the transportation of persons who have acquired the exclusive use of a vehicle for a specific itinerary between definite points of origin and destination, at a per-capita rate. Special services do not include charter services, scenic tours or airport transfer services.

Itinerary and points of origin and destination shall be within The certificated area and further defined pursuant to N.A.C. 706.239

Fares are per person, one way in either direction, unless otherwise

Noted. Special Services shall be provided for a minimum number of 12 persons per special services contract.

MILEAGE (Rounded to the nearest whole mile)	FARE	MINIMUM # Of PERSONS
0-5	\$ 10.00	12
6-10	\$12.00	12
11+	\$17.00	12

NASCAR WEEKEND: (APPROXIMATELY MARCH OF EVERY YEAR)

THREE DAY PASS: \$115.00 Per Person/Round Trip (Minimum 12 persons)
(Includes transportation to and from the Las Vegas Motor Speedway and various pickup and drop off locations along the Las Vegas Strip and Downtown for all three days of the event)

SUNDAY ONLY PASS: \$80.00 Per Person/Round Trip (Minimum 12 persons)
(Includes transportation to and from the Las Vegas Motor Speedway and various pickup and drop off locations along the Las Vegas Strip and Downtown for Sunday's event)

ONE WAY SUNDAY ONLY RETURN (SUBJECT TO AVAILABILITY: \$55.00 Per Person (Min.12 persons)
(Includes transportation from the Las Vegas Motor Speedway to various drop off locations along the Las Vegas Strip and Downtown for Sunday's event)

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AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES
SPECIAL SERVICES RATES AND CHARGES
(Continued)

NHRA (National Hot Rod Assoc.) WEEKEND: (APPROXIMATELY OCTOBER/NOVEMBER OF EVERY YEAR)

THREE DAY PASS: \$99.00 Per Person/Round Trip (Minimum 12 persons)
(Includes transportation to and from the Las Vegas Motor Speedway and various pickup and drop off locations along the Las Vegas Strip and Downtown for all three days of the event)

ONE DAY PASS: \$65.00 Per Person/Round Trip (Minimum 12 persons)
(Includes transportation to and from the Las Vegas Motor Speedway and various pickup and drop off locations along the Las Vegas Strip and Downtown for one day of the event)

Issued:

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RATES AND CHARGES – ELECTRONIC RIDE HAILING (“E-HAIL”) RATES**

The following rates apply when passengers “e-hail” certain vehicles using a smartphone application:

(1)	<p>Vehicles with passenger capacity of six, including driver</p> <p>Minimum charge, one hour \$50.00 Each additional one-half hour or less \$25.00</p>
(2)	<p>Vehicles with passenger capacity of eight, including driver , in a standard SUV</p> <p>Minimum charge, one hour \$55.00 Each additional one-half hour or less \$27.50</p>
(3)	<p>Vehicles with passenger capacity of seven, including driver, in a stretch SUV limousine</p> <p>Minimum charge, one hour \$60.00 Each additional one-half hour or less \$30.00</p>
(4)	<p>Vehicles with a passenger capacity of eight, including driver</p> <p>Minimum charge, one hour \$60.00 Each additional one-half hour or less \$30.00</p>
(5)	<p>Vehicles with a passenger capacity of ten, including the driver</p> <p>Minimum charge, one hour \$60.00 Each additional one-half hour or less \$30.00</p>

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AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG CHARTER SERVICES**RATES AND CHARGES – ELECTRONIC RIDE HAILING (“E-HAIL”) RATES****

The following rates apply when passengers “e-hail” certain vehicles using a smartphone application:

(6)	Airport Fee	\$7.50
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*** Fuel Surcharge

** Rates for e-hailing are based solely on the rates set forth in this Tariff. The minimum hourly charge begins upon confirmation through the e-hail application that the patron’s service request has been accepted, and hourly charges end when the patron arrives at his/her destination and disembarks from the vehicle. Once service has been “accepted”, patron shall be charged a one-hour minimum charge if the patron is not at the designated pick-up location with ten (10) minutes of the stated arrival time (“No Show”).

*** Fuel surcharge rates for charter service by limousine are applicable to e-hail services, as contained in the Table and Rules approved by the Nevada Transportation Authority.

Issued:**Effective:**

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F35/39

N.T.A. No. 1
AWG AMBASSADOR, LLC dba AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG
CHARTER SERVICES

Charter Service Tariff No. 1

LAS Airport Tax ----- \$7.50/Per Trip

Any amenities i.e., Food, Beverages, Flowers, etc. will be at cost plus 25%

Gate Greet: A fee of \$25.00 per trip will be in addition to all charter hourly service where customer requests arrival gate meet & greet.

Airport Vehicle Search Fee: A fee of \$2.00 per vehicle per security check will apply to all charter services where the carrier is required to pay an airport vehicle search fee to the Clark County Department of Aviation.

All toll charges, parking, lodging or other trip fees, park entrance fees are the responsibility of the customer. They may be paid directly by customer or billed to their fare at cost.

Maximum Driver "drive" time allowed by law is 10 hours or 12 hours of On Duty time per day within a 100 mile radius of McCarron International Airport in Las Vegas, Nevada or within state lines which ever comes first.

Maximum over the road "Driver" drive time allowed by law is 10-hours. Therefore, any long distance trip over 5-hours driving one way, requires overnight stay at turning point, making the trip a two day charter, and customer shall be responsible for cost of Driver lodging and food, all toll charges, parking and other trip related fees.

While AWGCS will endeavor to adhere to time schedules specified by customers, AWGCS will not be liable for delays caused by an acts of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, and hazard or dangerous incident to a state of war, accidents, storms and any other conditions beyond its control. AWGCS shall not be held liable for any damages caused by delays specified herein.

A \$3.00 processing fee will be added to all credit card and/or debit card transactions.

ISSUED: May 20, 2011

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F36/39

**AWG AMBASSADOR, LLC dba AWG AMBASSADOR, AMBASSADOR LIMOUSINE and AWG
CHARTER SERVICES
FUEL SURCHARGE
FUEL COST PRICE ADJUSTMENT (Surcharge)**

The following Gasoline Fuel-Related Cost Price Adjustment (Surcharge) will apply on
Passenger transportation charges, as described below.

The following Fuel Surcharge Rules will apply to carriers who are authorized to provide charter service by limousine and who are authorized to charge and collect a fuel surcharge:

1. The price of regular and diesel fuel is an amount equal to the retail price per gallon of regular and diesel fuel effective for the 25th calendar day of the immediately preceding month determined according to the United States Department of Energy (DOE), Energy Information Administration (EIA) survey on Weekly Retail Gasoline and Diesel Prices, Regular Grade - West Coast (PADD 5) and Weekly Retail Gasoline and Diesel Prices, Diesel, All Types - West Coast (PADD 5). The prices may be obtained by calling the DOE, EIA at (202) 586-8800 or via the DOE, EIA website at www.eia.doe.gov, via the "Petroleum" link.
2. If the 25th day of the calendar month is a Federal holiday, the fuel price will be determined based on the stated DOE price available on the next subsequent business day.
3. The DOE fuel price obtained will then be indexed based on the matrix set forth below to determine the fuel surcharge. The fuel surcharge will apply for all charter limousine transportation beginning on the 1st day of the following month and will remain in effect through the last day of that calendar month.
4. The fuel surcharge will be added on an hourly basis utilizing the matrix set forth below. The resulting charge is in addition to all other applicable transportation charges.

When the DOE Fuel Price Per Gallon reported on the 25 th of the month is:	The Fuel Surcharge that becomes effective on the 1 st day of the following month is:
\$2.25 - \$2.74	\$2.00
\$2.75 - \$3.24	\$3.00
\$3.25 - \$3.74	\$4.00
\$3.75 - \$4.24	\$5.00
\$4.25 - \$4.74	\$6.00
\$4.75 - \$5.24	\$7.00
\$5.25 - \$5.74	\$8.00
\$5.75 - \$6.24	\$9.00
\$6.25 - \$6.74	\$10.00

NOTE 1: The fuel surcharge that is applicable for a given month must be passed along to all customers.

NOTE 2: The fuel surcharge must be shown separately from the charter revenue on carrier transportation documents for the purpose of identifying the amount as special fuel-related revenue.

ISSUED: May 20, 2011

EFFECTIVE:

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AWG AMBASSADOR, LLC
CPCN/Permit 1041

Original Page #26

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:	Issued By:	Effective:
August 24, 2015	Alan Waxler, Manager AWG Ambassador, LLC 3654 W. Naples Drive Las Vegas, NV 89103	

F38/39

Original Page 27

NTA No 1

AWG AMBASSADOR, LLC
dba AWG AMBASSADOR, and AWG CHARTER SERVICES
CPCN 1041

COVID-19
SAFETY PROTOCOL

At all times commercial transportation carriers are required to ensure the safety of their passengers. In response to COVID-19, AWG 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 on all charter trips.

- (1) Sedans, limousines and SUV's
- (2) Vans and buses

\$3.00 / charter
\$7.00 / charter *

*This charge does not apply to any client that uses over 500 hours of service in any calendar month.

ISSUED:

ISSUED BY:
Alan Waxler, Manager
AWG Ambassador, LLC
3564 W. Naples Drive
Las Vegas, NV 89118

EFFECTIVE:

F39/39

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of AWG Ambassador, LLC)
d/b/a Ambassador Limousine, AWG Ambassador, AWG)
Charter Services for an expansion of operating) Docket 21-08006
authority granted under CPCN 1041, Sub 6.)
_____)

At a general session of the Nevada Transportation
Authority held on April 28, 2021.

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 4, 2021, AWG Ambassador, LLC d/b/a Ambassador Limousine, AWG Ambassador, AWG Charter Services ("Applicant") filed an Application with the Authority for an expansion of authority granted under Certificate of Public Convenience and Necessity ("CPCN") 1041, Sub 6. The Applicant seeks to increase its geographic authority *from* between points and places in Clark and Nye Counties, Nevada *to* include Washoe, Douglas, Lyon, and Storey Counties and Carson City, Nevada. Said Application was designated docket 21-08006.
2. That on August 9, 2021, the Application was noticed to the public and no Petitions for Leave to Intervene or Protests were filed.
3. That Staff requested the hearing on the Application be dispensed pursuant to NRS 706.391 paragraph 9. Chairman Dawn Gibbons, serving in her capacity as Presiding Officer for the Authority, granted the request.

4. That Authority Staff reported the following:
 - a. Marta Acevedo, Compliance Audit Investigator, investigated the Applicant's background and inspected documentation relative to the proposed operation. Ms. Acevedo had no areas of concern with regard to the Applicant's operational fitness and reported that he supported approval of the Application.
 - b. Paul Servello, Financial Analyst, inspected the Applicant's financial information and reported no areas of concern regarding the Applicant's financial fitness and reported that she supported approval of the Application.
 - c. Liz Babcock, Applications Manager, reported that the Applicant met the requirements, that Staff had no overall concerns, and supported approval of the Application.
5. Based on all the records pertaining to the Application, after investigation and hearing, and pursuant to NRS 706.391:
 - a. The Application on file herein comes within the purview of the statutes of the State of Nevada and within the regulatory jurisdiction of the Authority.
 - b. The Applicant is financially and operationally fit, willing, and able to perform the transportation service for which applied.
 - c. Granting the Application on file herein would be in the public interest, will tend to foster sound economic conditions in the industry, and will not unreasonably or adversely affect other carriers operating in the territory served under the Certificate.
 - d. The operation contemplated by Applicant will be consistent with the public interest and will not operate to defeat the legislative policy set forth in NRS 706.151.
 - e. The operation contemplated by the Applicant will benefit and protect the safety and convenience of the traveling and shipping public and the motor carrier business in this State.
 - f. The proposed operation will provide service on a continuous basis.
 - g. The market identified by the Applicant as the market the Applicant intends to serve will support the proposed operation.

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

1. The Application on file herein shall be GRANTED for the transportation service specified below:

On-call, irregular route transportation of passengers in limousines, between points and places in Clark, Nye, Washoe, Carson City, Douglas, Lyon, and Storey Counties on the one hand and points and places within the State of Nevada on the other.

Provide airport transfer service and special services within Clark County, Nevada.

No restrictions against stationing limousines at Harry Reid International Airport or the number of limousines to be operated in fleet.

RESTRICTION:

With regard to “airport transfer service” and “special service” the carrier is limited to no more than thirty-nine (39) limousines.

2. Upon full compliance with the conditions of this Order, the Certificate identified as **CPCN 1041, Sub 6** shall be CANCELLED, and a new Certificate of Public Convenience and Necessity designated as **CPCN 1041, Sub 7** shall be issued to AWG Ambassador, LLC d/b/a Ambassador Limousine, AWG Ambassador, AWG Charter Services authorizing operation in the transportation of charter limousines 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 a tariff that includes a description of the Authority granted, CPCN number, and the name and address of the Applicant.
 - c. Remit to the Authority any noticing fees and/or 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 this 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 on a statewide basis and the geographic expansion 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.

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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.

Agenda Item#

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WMT Enterprises, LLC
 Application for Contract Carrier Authority
 Docket 21-10020
 April 28, 2022 General Session

O/R


Application Summary:

On October 12, 2021, WMT Enterprises, LLC d/b/a WMT Medical Transportation ("Applicant") filed an application requesting authority to operate as a contract carrier with two (2) contracts (Fundamental Clinical and Operational Services, LLC and Nevada Behavioral Health Systems) with four (4) vehicles. Contract carriers automatically have statewide authority. The members of the LLC are Harout Barghoutian (95%) and Carlo Meguerian (5%).

On October 19, 2021, the application was noticed and set forth a deadline of November 19, 2021 to file PLTI/Protests. Two PLTIs were filed timely by GMT CARE, by and through their counsel, Brent A. Carson, Esq., on November 18, 2021 and by LIFETRANS, by and through their counsel, Mark A. James, Esq., on November 19, 2021. On February 3, 2022, Commissioner R. David Groover denied both petitions.

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 is their basis to support this application:

- 1) The PLTIs filed were not granted, and therefore an application hearing is not required.
- 2) Background investigation was performed with no areas of concern. (Attachment A)
- 3) Contracts – Applicant is proposing to have a contract with Fundamental Clinical and Operational Services, LLC and with Nevada Behavioral Health Systems. (Attachment B-confidential)
- 4) Pro Forma Balance Sheet – Lists four (4) vehicles, a 23% equity ratio, and a cash infusion of \$75,000. A grand total of \$119,200 cash infusion is required to meet all financial requirements. Additionally, the Applicant dedicated one (1) vehicle to each contract and complies with NAC 706.274. (Attachments C and E)
- 5) Pro Forma Income Statement – Projects \$600,000 in revenues and \$93,818 in net income. (Attachment D) A review of the expenses revealed bank charges, drug testing, business licenses, and vehicle registration were missing and maintenance appeared to be low. Making these adjustments decrease net income to \$84,218 and the Applicant remains compensable.

Attachments:

- A. Investigator's Background Report without exhibits
- B. Contracts (*requested confidentiality*) and Letters of Support
- C. Pro Forma Balance Sheet
- D. Pro Forma Income Statement and Narratives
- E. Capital Infusion Narrative

Compliance Items in addition to those included in the background report:

- 1) Provide a cash reconciliation schedule and corresponding bank statement that demonstrates \$119,200 is available in the Applicant's bank account.

**STATE OF NEVADA
TRANSPORTATION AUTHORITY
BACKGROUND INVESTIGATION FOR FULLY REGULATED CARRIERS**

DOCKET NUMBER: 21-10020		DATE APPLICATION WAS FILED: 10/12/21	
APPLICANT NAME: Harout Barghoutian		TITLE: Owner	
COMPANY NAME: WMT Enterprises, LLC d/b/a WMT Medical Transportation			
ADDRESS: 2008 Western Ave, Las Vegas, NV 89102			
PHONE NUMBERS: 818-807-7616			
ATTORNEY: James Kent		PHONE#: 702-385-1100	
INVESTIGATOR : D. Main		DATE ASSIGNED: 11/04/21	

GENERAL REQUIREMENTS FOR APPLICATION (NAC 706.1375.2)

WHAT TYPE OF SERVICE IS PROPOSED?			
Charter Limousine		HHG	
Scenic Tours		Special Services	
Contract Carrier		NEMT	X
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	What type of service?
Charter Limousine		Contract Carrier		Charter Bus		Airport Transfer
Scenic Tours		Special Services		HHG		NEMT
Tow Car		Tow Car		US DOT Authority		Other States

Attach completed Application Oath page as Exhibit A	Exhibit A
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IDENTIFY OWNERSHIP STRUCTURE OF THE PROPOSED OPERATIONS			
Corporation		LLC	X
		Partnership	
		Sole Proprietorship	

Identify each owner and their percentage of ownership:
Harout Barghoutian – 95%
Carlo Meguerian – 5%

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.	C

<p>Briefly describe the responsibilities of each owner, (i.e. driver, operational manager, mechanic, bookkeeper, financial backing only, etc):</p> <p>Carlo Meguerian will be the Operation Manager and primary responsible person for the day-to-day operations of the business. This will include maintaining the driver qualification and vehicle maintenance files, hiring, supervising, training of all employees, oversee the financial aspects of the business.</p> <p>Harout Barghoutian will oversee the operations of the business.</p> <p>They intend to hire drivers upon approval.</p>
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A-1/3

ENTERED
2/25/22

DT

Has the criminal background check disclosed any issue of concern?	YES		NO	X
Names: Carlo Meguerian and Harout Barghoutian – 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:				
				Exhibit
If so, attach copies of Enforcement Database Printout(s). If more than 5 citations include summary listing the citation number, fine amounts and date of issuance, NAC or NRS, or CFR violations. Attach copies of MC/USDOT rating.				N/A

Identify any key operational personnel who have no ownership interest and briefly describe their responsibilities:
There will not be any other key operational personnel.

Describe the type and number of vehicles the applicant intends to operate:
A. Type of Vehicles: Ford Transit Vans
B. Number of Vehicles: 4

Attach photographs of vehicles as an exhibit	Exhibit
Attach as an exhibit, copies of vehicle titles and registration, if available	D
COMPLIANCE	-----

Describe the facilities to be used for this operation: Commercial Location				
C. Address (If Known): 2008 Wester Ave, Las Vegas, NV 89102				
Does the Applicant have an acceptable Timekeeping method?	YES		NO	X
If Yes, Describe:	COMPLIANCE			

Does the Applicant plan to store their vehicles at a location other than their legal domicile?	YES		NO	X
D. If so, provide address (if known):				

Are the facilities adequate for the proposed service?
Properly Zoned? YES X NO Adequate? YES X NO
If inadequate, describe the Applicant's plan to remedy:

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	X	NO	
Does the Applicant understand the requirements contained within 49 CFR 396 as they pertain to the establishment and maintenance of vehicle maintenance records?	YES	X	NO	
Does the Applicant understand the requirements that pertain to the establishment of a substance abuse policy/program as contained in 49 CFR Parts 40, 382?	YES	X	NO	
Has the Applicant contracted with a laboratory to perform and monitor their substance abuse program?	YES		NO	X
If so, which laboratory?	COMPLIANCE			
Does the Applicant have adequate personnel (drivers, managers, etc) to operate their business?	YES	X	NO	

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Attach copies of the Applicant's charter orders, bills of lading, manifests, etc., as applicable. (Do not include copies of tariff or proposed contracts)	Exhibit F
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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	
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Attach signed Knowledge Statement.	Exhibit G
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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 and Schedule of Autos), describing liability limits, vehicles covered.
4	Make vehicle(s) available for inspection by Enforcement Staff to ensure that they properly registered in motor carrier's name, display CPCN number, Logo and/or name of motor carrier. Provide copies of insurance cab card, annual (USDOT) vehicle inspections, titles and registrations.
5	Ensure Driver qualification files are setup in accordance with CFR 391.51. Explain and make available set-up of time tracking method put into place. Ensure all drivers have pre-employment drug testing in accordance with Part 40, and CFR 382.301 and make available to Enforcement Staff for inspection of their business and vehicle domiciles, if different from business location.
6	Ensure vehicle maintenance files are setup in accordance with CFR 396.
7	Provide copies of Business License(s).
8	File a Tariff for approval by the financial Analyst.
9	Provide copy of contract with a laboratory to perform and monitor their substance abuse program and enrollment list.
10	Ensure all drivers have applied for temporary drivers permits (passenger transportation only)
11	Apply for NTA Decal(s)-(Contract Carriers/Scenic Tours-or any vehicle under 16 passengers.)
12	Provide signed Affidavit acknowledging requirements of NTA Annual Report pursuant to NRS 706.167.
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	Provide signed Affidavit acknowledging requirements of NTA Annual Report pursuant to NRS 706.167 (for fully regulated carriers ONLY).
15	Remit to the Authority any noticing fees and/or other outstanding debt due to the Authority.

INVESTIGATOR: <i>DMaw</i>	DATE: 02/22/22
REVIEWED BY SUPERVISOR INVESTIGATOR: <i>[Signature]</i>	DATE: 2/23/22
REVIEWED BY APPLICATION MANAGER: <i>[Signature]</i>	DATE: 2/25/22

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.

Rev 10/24/22/rmr

A-3/3

WMT Enterprises LLC
Forecasted Balance Sheets
Beginning and End of Forecast Year

	Beginning of Forecast Year	End of Forecast Year
Assets		
Current Assets		
Cash	\$ 31,907	\$ 134,275
Total current assets	<u>31,907</u>	<u>134,275</u>
Equipment Property and Other Assets		
Revenue equipment (vehicles) (4)	214,729	214,729
Machinery and equipment	70,479	70,479
Office equipment	<u>1,344</u>	<u>1,344</u>
Less: accumulated depreciation	<u>-</u>	<u>(50,262)</u>
	286,552	236,290
	<u>\$ 318,459</u>	<u>\$ 370,565</u>
Liabilities and Members' Equity		
Current Liabilities		
Current maturities of long-term debt	\$ 41,713	\$ 48,766
Total current liabilities	<u>41,713</u>	<u>48,766</u>
Long-Term Liabilities		
Long-term debt, less current maturities	<u>201,746</u>	<u>152,980</u>
Total liabilities	<u>243,459</u>	<u>201,746</u>
Members' Equity	<u>75,000</u>	<u>168,818</u>
	<u>\$ 318,459</u>	<u>\$ 370,565</u>
	23.6%	21.9%

WMT Enterprises LLC
Statement of Forecasted Income and Members' Equity Presented by Month and In Total
For the Twelve Months of the Forecast Year

	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
Revenues													
Contract revenue	\$ 48,780	\$ 45,854	\$ 52,683	\$ 50,732	\$ 49,756	\$ 50,732	\$ 50,732	\$ 51,707	\$ 49,756	\$ 50,732	\$ 47,805	\$ 50,732	\$ 600,000
Fuel surcharge	238	224	257	247	243	247	247	252	243	247	233	247	2,925
Recovery charge	1,463	1,376	1,580	1,522	1,493	1,522	1,522	1,551	1,493	1,522	1,434	1,522	18,000
Wait times	366	344	395	380	373	380	380	388	373	380	359	380	4,500
Total revenues	50,848	47,797	54,915	52,881	51,865	52,881	52,881	53,898	51,865	52,881	49,831	52,881	625,425
Expenses													
Drivers wages	14,634	13,756	15,805	15,220	14,927	15,220	15,220	15,512	14,927	15,220	14,341	15,220	180,000
Dispatch wages	3,659	3,439	3,951	3,805	3,732	3,805	3,805	3,878	3,732	3,805	3,585	3,805	45,000
Payroll overhead (FICA and UI)	2,470	2,321	2,667	2,568	2,519	2,568	2,568	2,618	2,519	2,568	2,420	2,568	30,375
Gasoline	4,878	4,585	5,268	5,073	4,976	5,073	5,073	5,171	4,976	5,073	4,780	5,073	60,000
Rent or Lease													
Buildings	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Maintenance	1,463	1,463	1,463	1,463	1,463	1,463	1,463	1,463	1,463	1,463	1,463	1,463	17,561
Depreciation													
Revenue equipment	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	42,946
Professional fees	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Insurance													
Vehicle	7,273	7,273	7,273	7,273	7,273	7,273	7,273	7,273	7,273	7,273	7,273	7,273	87,276
General liability	650	650	650	650	650	650	650	650	650	650	650	650	7,800
Workers compensation	1,136	1,068	1,227	1,182	1,159	1,182	1,182	1,204	1,159	1,182	1,113	1,182	13,975
Other operating expenses													
Job supplies	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Office supplies and software	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Other business expenses	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Utilities and telephone	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Total Operating Expense	41,792	40,185	43,934	42,863	42,327	42,863	42,863	43,398	42,327	42,863	41,256	42,863	509,533
Interest expense	-	948	844	920	878	893	851	866	852	811	824	784	9,471
Total Expenses	41,792	41,133	44,778	43,783	43,205	43,756	43,714	44,264	43,179	43,674	42,080	43,647	519,004
Net Income	9,056	6,664	10,138	9,099	8,659	9,126	9,168	9,634	8,685	9,208	7,750	9,235	106,421
Members' Equity - Inception of Forecast	-	82,806	89,470	99,607	108,706	117,365	126,491	135,659	145,293	153,978	163,186	170,937	-
Capital Contributions	73,750	-	-	-	-	-	-	-	-	-	-	-	73,750
Owner Distributions	-	-	-	-	-	-	-	-	-	-	-	-	-
Members' Equity - End of Forecast Year	\$ 82,806	\$ 89,470	\$ 99,607	\$ 108,706	\$ 117,365	\$ 126,491	\$ 135,659	\$ 145,293	\$ 153,978	\$ 163,186	\$ 170,937	\$ 180,171	\$ 180,171

D
1/5

Note 1 - Nature of Forecast

This forecast presents, to the best of the knowledge and belief of management, the Company's expected financial position, results of operations, and cash flows for the forecast periods. The balance sheet beginning of forecast year column represents the assets, liabilities and equity to be invested upon approval by the NTA. Accordingly, the forecast reflects the judgment of management as of July 15, 2021, the date of this forecast, of the expected conditions and its expected course of action.

The assumptions disclosed herein are those that management believes are significant to the forecast at the time the statements were prepared. However, there will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. Management has no responsibility to update this report for events and circumstances occurring after the date of this report.

Note 2 - Capital Contributions

On the first day of operations, the Members of the Company will transfer in \$32,000 to fund the operations of the Company. Total capital contributions on the forecasted financial statements consists of the following:

Cash contributions	\$ 32,000
Down payment on vehicles	<u>41,750</u>
	<u>\$ 73,750</u>

Note 3 - Vehicle Purchase

The members of the Company will be purchasing four vehicles on the first day of this forecast with an estimated cost of \$214,730.

Note 4 - Revenues

Forecasted revenues consists of NTA contracted revenues based on an anticipated 600 rides per month.

A performance obligation is entered into at the inception of each ride, and revenue will be recognized upon completion of each ride.

D. 3/5

WMT Enterprises LLC
Summaries of Significant Assumptions and Accounting Policies
For the Forecast Year

The tariff rates for the four vehicles are as follows:

Location	Type of Transportation	Tariff Rate	Additional Charge for Rural Areas
Zone 1 - Las Vegas	Wheel Chair	\$ 75	
	Stretcher	\$ 120	
Zone 2 - North Las Vegas	Wheel Chair	\$ 75	
	Stretcher	\$ 120	
Zone 3 - Henderson	Wheel Chair	\$ 75	
	Stretcher	\$ 120	
Zone 4 - Reno/Sparks	Wheel Chair	\$ 75	
	Stretcher	\$ 120	
Zone 5 - Boulder City	Wheel Chair	\$ 140	
	Stretcher	\$ 180	
Zone 6 - Rural Clark County	Wheel Chair	\$ 150	\$3.25/mile
	Stretcher	\$ 190	\$3.25/mile
Zone 7 - Nye/Lincoln Counties	Wheel Chair	\$ 165	\$3.25/mile
	Stretcher	\$ 165	\$3.25/mile

The above tariff rates are for a one-way trip. In addition to the above, a 3% recovery charge will be applied to all charges. There will be a wait time charge of \$25 per 30 minutes for stretcher (gurney) appointments. This will be calculated from the time of check in until check out at the appointment when the passenger is on our gurney and our attendant waits with the passenger.

Note 5 - Cost of Revenues and Operating Expenses

Costs are forecasted based on the costs associated with the vehicles. The following summarizes significant assumptions for forecasted costs and operating expenses:

1. Wages – Driver wages are forecasted to be 30% of revenues. Dispatch wages are forecasted to be 25% of driver wages. These are based on industry average. Officer salaries were not included in the forecasted financials as the Members of the Company will fill in for these positions.
2. Payroll Overhead (FICA and UI Taxes) – Payroll taxes are forecasted to be approximately 13.5% of wages which is based on industry standard.
3. Gasoline – Gasoline is based on 10% of revenues and is reasonable based on industry average.
4. Rent – Rent is forecasted to be \$1,000 per month and is based on current costs.
5. Maintenance – Maintenance is forecasted to be 3% of revenues and is reasonable based on industry average.
6. Depreciation Expense – Depreciation is computed using the straight-line method for the four vehicles over a five-year period.

D 3/5

WMT Enterprises LLC
Summaries of Significant Assumptions and Accounting Policies
For the Forecast Year

7. Professional Fees – Professional fees are forecasted to be \$250 per month and include time for accounting services.
8. Insurance – Vehicle insurance is based on an estimate of \$1,818 per month for each vehicle. General liability insurance is based on an estimate of \$650 per month. Workers compensation insurance is forecasted to be approximately 6.2% of wages.
9. Job Supplies – Job supplies include items needed for the vehicles and are forecasted to be \$200 per month.
10. Office Supplies and Software – Office supplies and software consists of office supplies and software and is forecasted to be \$100 per month.
11. Other Business Expenses – Other business expenses includes miscellaneous expenses and are forecasted to be \$100 per month.
12. Utilities and Telephone – Utilities and telephone includes both telephone and internet costs and is forecasted to be \$400 per month.

Note 6 - Other Expenses

Other expenses consist of the following:

1. Interest Expenses – Based on the amortization of the notes payable for the purchase of the four vehicles.

Note 7 - Long-Term Debt

The accompanying forecasted financials reflect the following debt at the end of the forecast year.

6.45% note payable, due in monthly installments of \$3,380, including interest, to January, 2026, secured by vehicles	\$ 172,980
Less current maturities	<u>(27,709)</u>
	<u>\$ 145,271</u>

Note 8 - Income Taxes

The Company is treated as a partnership for federal income tax purposes and does not incur income taxes. Instead, its earnings and losses are included in the personal return of the members depending on their personal tax situations. The financial statements do not reflect a provision for income taxes.

D45

Note 9 - Other Items

The following summarizes the accounts receivable and accounts payable policies reflected in the accompanying forecast:

1. Accounts Receivable – Accounts receivable are not reflected in these statements, as all sales will be in either cash or ACH/direct debit transactions.
2. Accounts Payable – Accounts payable are not reflected in these statements, as all invoices are paid within the month incurred.

WMT Enterprises, LLC
Capital Contribution Narrative
Docket 21-10020

Mr. Harout Barghoutian, member of WMT Enterprises, LLC will infuse a total of \$120,543 into the company's checking account during the compliance period.

E

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In Re: The Application of WMT Enterprises, LLC)	
d/b/a WMT Medical Transportation to operate as a	)	Docket 21-10020
contract motor carrier of passengers within the State)	
of Nevada.)	
_____)	

At a general session of the Nevada Transportation
Authority held on April 28, 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 12, 2021, WMT Enterprises, LLC d/b/a WMT Medical Transportation ("Applicant") filed an Application with the Nevada Transportation Authority ("Authority") to operate as a contract carrier, as defined in the Nevada Revised Statutes ("NRS") 706.051, within the State of Nevada. The Applicant seeks approval to provide non-emergency medical transportation service pursuant to contracts with Fundamental Clinical and Operational Services, LLC and Nevada Behavioral Health Systems. Said Application was designated as Docket 21-10020.
2. That on October 19, 2021, the Application was properly noticed to the public and set forth a deadline of November 19, 2021 to file Petitions for Leave to Intervene ("PLTI") or Protests.
3. That two PLTIs were filed timely on November 18, 2021 by GMT CARE, by and through their counsel, Brent A. Carson, Esq., and on November 19, 2021 by LIFETRANS, by and

through their counsel, Mark A. James, Esq.

4. That on February 3, 2022, Commissioner R. David Groover denied both PLTIs.
5. That on February 11, 2022 GMTCARE filed a Motion for Reconsideration of the Order Denying the Petition for Leave to Intervene
6. That on February 18, 2022, LifeTrans filed a Motion for Reconsideration of the Order Denying the Petition for Leave to Intervene.
7. That on February 23, 2022, the Applicant filed an Opposition to GMTCARE's Motion for Reconsideration of the Denial of its Petition for Leave to Intervene.
8. That on February 25, 2022, GMTCARE filed a Response to Opposition of Applicant WMT Enterprises, LLC.
9. That on February 28, 2022, the Applicant filed an Opposition to LifeTrans' Motion for Reconsideration of the Denial of its Petition for Leave to Intervene.
10. That on March 4, 2022, LifeTrans' filed a Motion for its Reply in Support of its Motion for Reconsideration.
11. Staff requested the hearing on the Application be dispensed, pursuant to NRS 706.431 paragraph 3. Commissioner R. David Groover, serving in his capacity as Hearing Officer for the Authority, granted the request.
12. That on April 12, 2022, a prehearing conference was held before Commissioner R. David Groover, in his capacity as Hearing Officer for the Authority. Also present at the hearing were James S. Kent, Esq. on behalf of Applicant; Brent A. Carson, Esq. on behalf of GMTCARE; Mark James, Esq. on behalf of LifeTrans; and Radhika Kunnel, Esq. on behalf of Regulatory staff of the Authority.
13. Authority Staff reported the following:

- a. Compliance Audit Investigator, Desiree Main, completed the background investigation and found no areas of concern, and supported approval of the Application.
 - b. Financial Analyst, Yvonne Shelton, completed a review of the Applicant's financial information and found no areas of concern, and supported approval of the Application.
 - c. Applications Manager, Liz Babcock, reported that the Applicant met the requirements and supported approval of the Application.
14. Based on all the records pertaining to the Application, after investigation, and pursuant to NRS 706.391:
- a. The applicant is fit, willing and able properly to perform the service of a contract motor carrier and to conform to all provisions of [NRS 706.011](#) to [706.791](#), inclusive, and the regulations adopted there under; and
 - b. The proposed operation 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 for the transportation service specified below:

Provide passenger transportation service within the State of Nevada pursuant to a contract with Fundamental Clinical and Operational Services, LLC and Nevada Behavioral Health Systems.

If either party cancels the above contract, or if the contract is revised in any way, the carrier must notify the Authority immediately of such cancellation or modification.
2. Upon full compliance with the conditions of this Compliance Order, a new Permit designated as **MV6160** shall be issued to WMT Enterprises, LLC d/b/a WMT Medical

Transportation authorizing operation in intrastate commerce as is more particularly described in the first ordering paragraph above.

3. Before issuance of the permit referred to hereinabove, Applicant shall be required to:
 - a. Avoid material changes in any conditions relied upon by the Authority in its determination of operational or financial fitness and immediately report to Authority Staff any such material changes, should they occur.
 - b. File with the Authority evidence of the required insurance (Form E) in the Applicant's name.
 - c. File with the Authority the necessary insurance (Certificate of Insurance) describing the liability limits and vehicles covered.
 - d. Make vehicles available for inspection by Authority Staff to ensure that they have been marked in accordance with NAC 706.170 including the carrier's name/logo and CPCN number. Provide copies of insurance card, annual (USDOT) vehicle inspections, titles and registrations.
 - e. Ensure driver qualification files are set up in accordance with CFR391.51. Explain and make available set-up of time tracking method put into place. Ensure all drivers have pre-employment drug testing in accordance with Part 40 and CFR 382.30. Make available for inspection by Authority Staff the business and vehicle domiciles.
 - f. Ensure vehicle maintenance files are setup in accordance with CFR 396.
 - g. Provide copies of all applicable business licenses.
 - h. 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.
 - i. Ensure all drivers have applied for temporary driver permits
 - j. Apply for NTA decals for vehicles in fleet.
 - k. Provide signed affidavit acknowledging requirements of NTA Annual Report pursuant to NRS 706.167.
 - l. 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.
 - m. Provide evidence of the \$119,200 deposited in the Applicant's bank account.
 - n. Provide a copy of signed and executed contracts with Fundamental Clinical and

Operational Services, LLC and Nevada Behavioral Health Systems.

- o. Remit the Authority any noticing fees and/or other outstanding debt due to the Authority.
4. Compliance with the foregoing requirements must be made NO LATER THAN 120 days after issuance of this Order. If the Applicant fails to comply within 120 days after issuance of this Order, the Deputy Commissioner may vacate this Order and dismiss this Application.
5. The Deputy Commissioner of the Authority shall be authorized to issue the above-referenced Certificate of Public Convenience and Necessity upon all requirements set forth 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.

Agenda Item#

72

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In re: The Order to Show Cause issued to Arrowhead)
 Services, LLC as to why Certificate of Public) Docket 22-01021
 Convenience and Necessity 7352 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 15, 2017, CPCN 7352 was issued to Arrowhead Services, LLC, a carrier authorized to provide consent only tow car service.
2. That on February 7, 2020, Roland R. Smith, Owner, filed a request to temporarily discontinue services under CPCN 7352 for the period February 3, 2020 through August 3, 2020 under docket 20-02006. The request was granted by the Authority at the February 28, 2020 General Session.
3. That on September 21, 2020, Mr. Smith filed a second request to extend the temporary discontinuance from August 3, 2020 through February 3, 2021. The request was granted by the Authority at the October 15, 2020 General Session.
4. That on January 26, 2021, Mr. Smith filed a third request to extend the temporary discontinuance from February 3, 2021 through August 4, 2021. The request was granted at the March 4, 2021 General Session.
5. That the period of temporary discontinuance has expired, and to date, the Carrier has not rectified their expired temporary discontinuance status.
6. That to date, no voluntary cancellation has been filed.

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NOTICE

NOTICE IS HEREBY GIVEN that an Order to Show Cause hearing in this matter shall be held as follows:

THURSDAY, MARCH 24, 2022

9:30 a.m.

Nevada Transportation Authority

Via WebEx or via telephone (see attached instructions)

(702) 486-3303

At which time Arrowhead Services, LLC, 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 Hearing Officer recommendation to the Authority that CPCN 7352 be revoked or suspended.

By the Authority,

Dawn Gibbons, Chairman

George Assad, Commissioner

R. David Groover, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

Agenda Item#

73

BEFORE THE NEVADA TRANSPORTATION AUTHORITY

In re: The Order to Show Cause issued to Nevada)
 Relocation Services, LLC as to why Certificate of) Docket 22-02025
 Public Convenience and Necessity 3367 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 5, 2018, CPCN 3367 was issued to Nevada Relocation Services, LLC, a carrier authorized to provide transportation of household goods.
2. That on May 13, 2020, Sherry Pakdaman, Owner, filed a request to temporarily discontinue services under CPCN 3367 for the period May 15, 2020 through November 14, 2020 under docket 20-05017. The request was granted by the Authority at the July 22, 2020 General session.
3. That on October 7, 2020, Ms. Pakdaman filed a request for an extension from November 15, 2020 to May 15, 2021. The request was granted by the Authority at the December 17, 2020 General session.
4. That on October 7, 2020, Ms. Pakdaman filed a request for an extension from May 16, 2021 to November 16, 2021. The request was granted by the Authority at the August 16, 2021 General session.
5. That the period of temporary discontinuance has expired, and to date, the Carrier has not rectified their expired temporary discontinuance status.
6. That to date, no voluntary cancellation has been filed.

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NOTICE

NOTICE IS HEREBY GIVEN that an Order to Show Cause hearing in this matter shall be held as follows:

THURSDAY, April 28, 2022

9:30 a.m.

Nevada Transportation Authority

Via WebEx or via telephone (see attached instructions)

(702) 486-3303

At which time Nevada Relocation Services, LLC, 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 3367 be revoked or suspended.

By the Authority,

Dawn Gibbons, Chairman

George Assad, Commissioner

R. David Groover, Commissioner

Attest: _____
Jennifer De Rose, Deputy Commissioner

Dated: _____
Las Vegas, Nevada

Agenda Item#

74

1 **BEFORE THE NEVADA TRANSPORTATION AUTHORITY**

2 In re:)
3)

4 Application of 7 Rays Transport & Towing, LLC)
5 for a Certificate of Public Convenience and
6 Necessity ("CPCN") to provide consent-only tow
7 car service by tow car vehicle within the State of
8 Nevada.)

Docket No.: 20-11026

**Motion to Dismiss Application and
Notice of Hearing**

8 Jennifer DeRose, Deputy Commissioner (the "Deputy Commissioner") of the Nevada
9 Transportation Authority ("NTA" or the "Authority"), moves that the NTA Commissioners dismiss the
10 application of 7 Rays Transport & Towing, LLC, Docket Number 20-11026 ("7 Rays" or the
11 "Applicant").¹ This Motion to Dismiss Application and Notice of Hearing (this "Motion") is made and
12 based upon the Application, the Memorandum of Points and Authorities that follows, and any argument
13 and/or evidence presented at the Hearing of this matter.

14 **Memorandum of Points and Authorities**

15 **I. Jurisdiction**

16 The NTA has jurisdiction over tow operators in Nevada.² Applicants for any such authority, such
17 as 7 Rays, must submit an application and specific information to the NTA relative to the same.³ The
18 Deputy Commissioner shall move for dismissal of deficient applications.⁴ Thus, the NTA has jurisdiction
19 to hear and rule on this Motion.

20 **II. Background Facts**

21 On November 24, 2020, 7 Rays filed an application with the NTA, which was designated as
22 Docket No. 20-11026 (the "Application"). In its Application, 7 Rays requested authority to provide
23 consent only tow car services within the State of Nevada. The Application was noticed on November 30,
24 2020.

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27 ¹ The Applicant is owned by Mr. Omar Devesa and represented by Lucy Elias of Corporate Services of America.

28 ² See NRS 706.386; and NRS 706.444 through 706.453.

³ See NAC 706.1376.

⁴ See NAC 706.1376(3).

1 On March 4, 2021, the Authority approved 7 Rays' Application. On March 15, 2021, the NTA
2 issued its associated signed Order, providing a compliance period set to expire on July 13, 2021.

3 Thereafter, the Applicant filed a Motion to extend the compliance period for an additional 90
4 days. The Authority granted Applicant's Motion, making the new expiration date October 14, 2021.

5 (On October 22, 2021, the Applicant requested another 90 day extension by e-mail
6 correspondence, which inadvertently had not been processed. However, even if the same had been
7 processed and granted, the new expiration date for an extended compliance period would have been
8 January 15, 2022.)⁵

9 Most significantly, notwithstanding the passage of several months, the final compliance
10 conditions still have not been met and there has been no further contact made by the Applicant. Therefore,
11 this Application is now considered abandoned.

12 Accordingly, 7 Rays abandoned the Application, requiring dismissal of the same.

13 **III. Argument**

14 Applicants for tow authority must provide various specific information with their application.⁶
15 Pursuant to its regulations, Staff normally notifies Applicant about such omissions and deficiencies in
16 writing.⁷ Thereafter, the Applicant must cure the omissions and deficiencies within 15 working days.⁸

17 Here, 7 Rays abandoned the Application. In particular, while NTA Staff has been waiting for the
18 Applicant to meet the compliance conditions even passed the extended period, there has been no response
19 from the Applicant for now several months.

20 Accordingly, the Deputy Commissioner has satisfied the requirements for dismissal.

21 **IV. Conclusion**

22 The Applicant failed to prosecute the Application in good faith. The Deputy Commissioner has
23 satisfied the requirements for dismissal and, therefore, hereby moves that the NTA grant this Motion at
24 their next agenda meeting.

25 ///

26 ⁵ The information that Applicant submitted at the time indicated that it had difficulty in locating a truck in good working order,
27 which appears to have been an ongoing issue for almost an entire year.

28 ⁶ See NAC 706.1376(2)(a)-(m).

⁷ See NAC 706.1375(3).

⁸ See *id.*

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During the meeting, the NTA may take action on the Motion in accordance with NRS 706 and NAC 706. Please note that the Motion is one of several items on the agenda and that it is your responsibility to be present when the Motion is called. If you are not present when the Motion is called, the NTA may still take action and grant the Motion.

VOLUNTARY WITHDRAWAL OF APPLICATION IN LIEU OF HEARING: Instead of proceeding to a hearing on the Motion you may mail or fax a letter to the NTA and the undersigned Deputy Attorney General withdrawing your application.

By: Jennifer De Rosa
NTA Deputy Commissioner

By: /s/ Louis V. Csoka
 Louis V. Csoka
 Deputy Attorney General

CERTIFICATE OF MAILING

I hereby certify that I am an employee of the State of Nevada, Office of the Attorney General and that on the 29th day of March, 2022, I served a copy of the foregoing Motion to Dismiss Application and Notice of Hearing via regular and certified mail, addressed as follows:

Certified Mail No. 7030 0640 0002 1546 9444

7 RAYS TRANSPORT &
TOWING LLC
76 LUPIN CT
LAS VEGAS NV 89110

Certified Mail No. 7020 0640 0002 1546 9420

LUCY ELIAS
CORPORATE SERVICES OF AMERICA
530 S 8TH ST
LAS VEGAS NV 89101

Martin Millon
An employee of the Office of the Attorney General

Agenda Item#

75

1 **BEFORE THE NEVADA TRANSPORTATION AUTHORITY**

2 In re:

3 Application of Towing Max Services, LLC for a)
 4 Certificate of Public Convenience and Necessity)
 5 ("CPCN") to provide consent-only tow car service)
 6 by tow car vehicle within the State of Nevada.)

Docket No.: 21-02019

**Motion to Dismiss Application and
Notice of Hearing**

7
 8 Jennifer DeRose, Deputy Commissioner (the "Deputy Commissioner") of the Nevada
 9 Transportation Authority ("NTA" or the "Authority"), moves that the NTA Commissioners dismiss the
 10 application of Towing Max Services, LLC, Docket Number 21-02019 ("Towing Max" or the
 11 "Applicant"). This Motion to Dismiss Application and Notice of Hearing (this "Motion") is made and
 12 based upon the Application, the Memorandum of Points and Authorities that follows, and any argument
 13 and/or evidence presented at the Hearing of this matter.

14 **Memorandum of Points and Authorities**

15 **I. Jurisdiction**

16 The NTA has jurisdiction over tow operators in Nevada.¹ Applicants for any such authority, such
 17 as Towing Max, must submit an application and specific information to the NTA relative to the same.²
 18 The Deputy Commissioner shall move for dismissal of deficient applications.³ Thus, the NTA has
 19 jurisdiction to hear and rule on this Motion.

20 **II. Background Facts**

21 On February 22, 2021, Towing Max filed an application with the NTA, which was designated as
 22 Docket No. 21-02019 (the "Application"). In its Application, Towing Max requested authority to provide
 23 consent only tow car services within the State of Nevada. The Application was noticed on February 25,
 24 2021.

25 On June 14, 2021, the Authority approved Towing Max' Application. On June 23, 2021, the NTA
 26 issued its associated signed Order, providing a compliance period set to expire on October 21, 2021.

27 ¹ See NRS 706.386; and NRS 706.444 through 706.453.

28 ² See NAC 706.1376.

³ See NAC 706.1376(3).

1 On October 15, 2021, the Applicant's representative, Ms. Lucy Elias⁴, notified NTA Staff that
2 Applicant no longer wished to go forward with its Application and would be withdrawing its Application.

3 Yet, on the heels of that notice, no paperwork was filed to formally withdraw the Application.
4 Since that time, there has also been no further contact made by the Applicant. It is also worth noting that,
5 both at the time of Ms. Elias's notice and since then, the final compliance conditions still have not been
6 met. Therefore, this Application is now considered abandoned.

7 Accordingly, Towing Max abandoned the Application, requiring dismissal of the same.

8 **III. Argument**

9 Applicants for tow authority must provide various specific information with their application.⁵
10 Pursuant to its regulations, Staff normally notifies Applicant about such omissions and deficiencies in
11 writing.⁶ Thereafter, the Applicant must cure the omissions and deficiencies within 15 working days.⁷

12 Here, Towing Max abandoned the Application. In particular, while NTA Staff has been waiting
13 for the Applicant to meet the compliance conditions even passed the extended period, there has been no
14 response from the Applicant for now several months.

15 Accordingly, the Deputy Commissioner has satisfied the requirements for dismissal.

16 **IV. Conclusion**

17 The Applicant failed to prosecute the Application in good faith. The Deputy Commissioner has
18 satisfied the requirements for dismissal and, therefore, hereby moves that the NTA grant this Motion at
19 their next agenda meeting.

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27 ⁴ The Applicant is owned by Mr. Maidolis Samon Mejias and represented by Lucy Elias of Corporate Services of America.

28 ⁵ See NAC 706.1376(2)(a)-(m).

⁶ See NAC 706.1375(3).

⁷ See *id.*

Notice of Hearing

PLEASE TAKE NOTICE that the above Motion is included as an action item on the NTA's regular agenda meeting scheduled for March 24, 2022 at 9:30 a.m. The meeting will take place at: (1) The NTA's Las Vegas Office, 3300 W. Sahara Ave., Suite 400, Las Vegas, NV 89102; and (2) the NTA's Reno Office, 1755 East Plumb Lane, Suite 216, Reno, NV 89502. This is an open meeting under Nevada's open meeting law (NRS Chapter 241) and may be attended by the public.

During the meeting, the NTA may take action on the Motion in accordance with NRS 706 and NAC 706. Please note that the Motion is one of several items on the agenda and that it is your responsibility to be present when the Motion is called. If you are not present when the Motion is called, the NTA may still take action and grant the Motion.

You are specifically informed that you have the rights to: appear and be heard, either personally or through your counsel of choice at your expense; respond and present relevant evidence and argument; call and examine witnesses, introduce exhibits, and cross examine opposing witnesses on any relevant matters.

VOLUNTARY WITHDRAWAL OF APPLICATION IN LIEU OF HEARING: Instead of proceeding to a hearing on the Motion you may mail or fax a letter to the NTA and the undersigned Deputy Attorney General withdrawing your application.

Respectfully submitted this 14th day of February, 2022.

By: Jennifer M. Rose
NTA Deputy Commissioner

AARON D. FORD
Attorney General

By: /s/ Louis V. Csoka
Louis V. Csoka
Deputy Attorney General

CERTIFICATE OF MAILING

I hereby certify that I am an employee of the State of Nevada, Office of the Attorney General and that on the 29th day of March, 2022, I served a copy of the foregoing Motion to Dismiss

Application and Notice of Hearing via regular and certified mail, addressed as follows:

Certified Mail No. 7020 0640 0002 1546 9437

TOWING MAX SERVICES LLC
3089 TUMWATER ST
LAS VEGAS NV 89121

Certified Mail No. 7020 0640 0002 1546 9420

LUCY ELIAS
CORPORATE SERVICES OF AMERICA
530 S 8TH ST
LAS VEGAS NV 89101

Marlene Miller
An employee of the Office of the Attorney General

Agenda Item#

76

Request to seek immediate Fuel Surcharge while Surcharge Tables are Determined
Docket 22-04003
Discussion Item
April 28, 2022

Staff is requesting input from industry on how best to add a fuel surcharge table to help Mitigate the increase in higher costs for fuel.

One alternative is to create a fuel surcharge table similar to the current fuel surcharge table used in the Limousine industry. This would create a tiered fuel surcharge rate that could be applied on a per mile basis, (applicable to tow carriers and household goods movers).

Another alternative could be to create a fuel surcharge table that would create a tiered fuel surcharge that could be applied on a per person basis, (applicable to non-emergency medical transportation and other per capita services).

Staff is looking forward to working with members of the industry to develop a method that would work well for each specific industry.

Agenda Item#

77

Request to Reduce Unskilled, Extra Labor Tow Rates
Docket 22-04004
Discussion Item
April 28, 2022

Staff is requesting to reduce the unskilled, extra labor rate to 66% of a carrier's existing skilled, extra labor rate. This reduced rate will reflect the lower costs associated when hiring unskilled labor compared to hiring skilled labor, and currently it does not.

Staff is proposing a 66% rate because that was the percent of Ewing's unskilled to skilled extra labor rate on Ewing's last tariff before all rates were transferred to the Authority's first adopted tariff template. Ewing was selected since they are a carrier with a long history and one of the largest tow carriers in the State of Nevada.

History:

In 2011 and 2012, the Authority adopted a standardized tariff template and definitions for all tow carriers to use. Carriers transferred their existing rates to the new template. At that time, tow carriers had two different methods of charging extra labor:

Method #1: Different rates for unskilled and skilled labor

Method #2: One single rate for all extra labor

Transferring rates using the Method #2 created the unskilled and skilled labor rates to be identical on the new template and later, other carriers were approved to do the same.

Attachment A is the current tariff template and definitions

Attachment B is the proposed tariff template (no changes needed for the definitions)

Attachment C is Ewing's tariff (Method #1) before the template's adoption

Attachment D is D&S' tariff (Method #2) before the template's adoption.

Nevada Transportation Authority -- Model Tow Tariff (Flat Rate)

- 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 --

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	N/A or 25.00		N/A or 25.00		X		X	
AIR BAG SYSTEM Per Bag	N/A	N/A	0.00	0.00	X		X	
AFTER HOURS Flat	N/A	0.00	N/A	0.00	N/A	0.00	N/A	0.00
AUCTION PREPARATION Cost Plus	Cost Plus 15%				Cost Plus 15%			
CLEAN UP (no charge for the first 30 minutes) Per 30 Minutes	0.00	0.00	0.00	0.00	X		X	
CONVERTER GEAR Flat	N/A	N/A	0.00	0.00	X		X	
CONVERTER GEAR, Mileage Per Loaded Mile	N/A	N/A	0.00	0.00	X		X	
DOLLY Flat	0.00	0.00	0.00	0.00	X		X	
DOLLY, MILEAGE Per Loaded Mile	0.00	0.00	0.00	0.00	X		X	
EXCESS DEADHEAD MILEAGE Per Excess Mile	0.00	0.00	0.00	0.00	X		X	
EXTRA LABOR, Skilled Per 15 Minutes**	0.00	0.00	0.00	0.00	X		X	
EXTRA LABOR, Unskilled Per 15 Minutes**	0.00	0.00	0.00	0.00	X		X	
FACILITATE Per 15 Minutes	0.00	0.00	0.00	0.00	X		X	
ISSUED: (enter date)	TOW CAR OPERATOR: CPCN # NAME, TITLE COMPANY NAME DBA (if applicable) DOMICILE ADDRESS DOMICILE ADDRESS, CITY, STATE, ZIP CODE				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

Attachment A - 1/2

Current Tariff

12. DOLLY MILEAGE: The mileage a tow truck travels while transporting a towed vehicle on a DOLLY.
13. EXCESS DEADHEAD MILEAGE: To calculate "excess deadhead miles," double the loaded miles and deduct from total roundtrip miles traveled.
For example - A carrier in Reno travels to Washoe City to pick up a vehicle (21 miles traveled), then travels to Carson City to drop off the vehicle (12 loaded miles traveled), and then back to Reno (33 miles traveled). The number of excess deadhead miles in this scenario would be 42 miles (total roundtrip miles traveled = 66 miles; double the loaded miles — $12 \times 2 = 24$, and deduct it from total roundtrip miles traveled — $66 - 24 = 42$). A total of 2 miles (12 loaded miles traveled less the 1st 10 loaded miles = 2) would be charged at the HOOKUP MILEAGE rate and 42 miles would be charged at the EXCESS DEADHEAD MILEAGE rate.
14. EXTRA LABOR: Use of additional labor, other than the driver, during a tow. The specific service(s) performed under this category shall be specified on the tow bill (NAC 706.420). There are two types of extra labor:


Skilled labor — trained and/or certified to operate equipment.

Unskilled labor — untrained labor used to perform physical tasks (i.e., clean up, transloading).
15. FACILITATE: The time spent by an operator of a tow car at a tow scene for a specific service that is not ordinarily necessary in order to safely complete a tow. The specific service(s) performed under this category shall be specified on the tow bill (NAC 706.420). Includes, but is not limited to: bus lift attachment, changing tire, driveline disconnect, remove axle, securing parts of a vehicle that have been separated in an accident, snow dig-out, etc.
16. FLAT RATE: A non-variable, singular rate charged per tow.
17. FOUR-WHEEL DRIVE VEHICLE: Using a tow truck with 4-wheel drive capability to pick up a vehicle that is located in an area requiring four-wheel drive to safely complete the tow or at the specific request of law enforcement. This charge is in lieu of the HOOKUP FLAT CATEGORY A and B or the HOOKUP HOURLY CATEGORY A and B rates.
18. HAZARDOUS MATERIAL and/or WASTE DISPOSAL FEE: Consists of removal, containment, and disposal of hazardous materials.
19. HOOKUP FLAT for CATEGORY A and B: The towing of a vehicle at the request of law enforcement (NAC 706.406). Includes the first ten (10) loaded miles traveled, first lot visit during day hours, yard maintenance, release of the vehicle during DAY hours, and setting out an operable, stored vehicle outside of the storage yard for customer pickup. This rate does not include the removal or reinstallation of standard items.
20. HOOKUP HOURLY for CATEGORY A and B: Rate includes first lot visit during day hours, yard maintenance, release of vehicle during DAY hours, and setting out an operable, stored vehicle outside of the storage yard for customer pickup. Additionally, the rate covers the following: CLEANUP, DOLLY, DOLLY MILEAGE, COMBINATION VEHICLES, OVERSIZE VEHICLES, EXCESS DEADHEAD MILEAGE, FACILITATE, HOOKUP MILEAGE, STANDBY, and TIRE CHAINS.

Attachment A & Current definitions
(no changes needed)

Nevada Transportation Authority -- Model Tow Tariff (Flat Rate)

- 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 --

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	N/A or 25.00		N/A or 25.00		X		X	
AIR BAG SYSTEM Per Bag	N/A	N/A	0.00	0.00	X		X	
AFTER HOURS Flat	N/A	0.00	N/A	0.00	N/A	0.00	N/A	0.00
AUCTION PREPARATION Cost Plus	Cost Plus 15%				Cost Plus 15%			
CLEAN UP (no charge for the first 30 minutes) Per 30 Minutes	0.00	0.00	0.00	0.00	X		X	
CONVERTER GEAR Flat	N/A	N/A	0.00	0.00	X		X	
CONVERTER GEAR, Mileage Per Loaded Mile	N/A	N/A	0.00	0.00	X		X	
DOLLY Flat	0.00	0.00	0.00	0.00	X		X	
DOLLY, MILEAGE Per Loaded Mile	0.00	0.00	0.00	0.00	X		X	
EXCESS DEADHEAD MILEAGE Per Excess Mile	0.00	0.00	0.00	0.00	X		X	
EXTRA LABOR, Skilled Per 15 Minutes**	0.00	0.00	0.00	0.00	X		X	
EXTRA LABOR, Unskilled  Per 15 Minutes**	66% of Skilled		66% of Skilled		X		X	
FACILITATE Per 15 Minutes	0.00	0.00	0.00	0.00	X		X	
ISSUED: (enter date)	TOW CAR OPERATOR: CPCN # NAME, TITLE COMPANY NAME DBA (if applicable) DOMICILE ADDRESS DOMICILE ADDRESS, CITY, STATE, ZIP CODE				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

Attachment B

Proposed Tariff

Cancels

EWING BROS., INC. dba EWING BROS. AUTO BODY
TOW CAR TARIFF NO. 1

RATES AND CHARGES FOR TOW-CAR / SERVICE 15,000 LBS AND OVER

Item No. 9

ACCESSORIAL CHARGES

(In dollars and cents per 30 minutes, except as noted)

A. Axle - Remove or Reinstall	I	\$78.65	
B. Change Tire - When required to facilitate tow	I	\$78.65	
C. Driveline Operations-Disconnect or Reconnect	I	\$78.65	
D. Expert Witness	I	\$477.95	per hour
E. Facilitate Tow, other mechanical	I	\$78.65	
F. Frt Bumper/Aux Lights - Remove or Reinstall	I	\$78.65	
G. Labor (per man), Unskilled	I	\$72.60	per hour
H. Labor (per man), Skilled	I	\$108.90	per hour
I. Labor Transportation	I	\$2.05	per mile
J. Lay-over	I	\$139.15	per night, per man
K. Replacement Tow	I	\$54.45	flat rate
L. Standby and/or Cleanup	I	\$108.90	

2 rates

INTENTIONALLY LEFT BLANK

(Tariff rates transferred
to the 1st Tariff Template)
6/6/09

Hourly charges computed from: Time of Departure to Time of return to Base

For explanation of abbreviations and reference marks, see Page 2

ISSUED: 05/13/09

Attachment C

EFFECTIVE: 06/15/09

Issued by:

EWING BROS., INC. dba EWING BROS. AUTO BODY

Correction No. 53

1200 'A' Street, Las Vegas, NV 89106-3215

ACCEPTED

JUN 15 2009

Nevada Transportation Authority
Las Vegas, Nevada

D & S Tow, Inc.**CPCN # 7045****CATEGORY A and B TOW RATES AND CHARGES**

Category A is defined as towing or removing a vehicle at the request of a law enforcement agency which requires the use of a tow car with an unladen weight of 15,000 pounds or less (NAC 706.406).

Category B is defined as towing or removing a vehicle at the request of a law enforcement agency which requires the use of a tow car with an unladen weight of more than 15,000 pounds (NAC 706.406).

Tow:**Service Call:****CATEGORY A**

Light Duty
(0 - 15000 Lbs.)**

\$130.00
per hr/2 hr min.

\$130.00
per hr/2 hr min.

CATEGORY B

Medium Duty
(More than 15,000 Lbs.)**

\$150.00
per hr/2 hr min.

\$150.00
per hr/2 hr min.

CATEGORY A or B

Extra Truck
(Man included)

\$130.00
Per hr/No min.

\$130.00
Per hr/No min.

Extra Man

\$110.00
Per hr/No min.

\$110.00
Per hr/No Min

single reb

Call-Out Fee:

\$75.00
Flat-rate

\$75.00
Flat-rate

Issued :**05/24/2010****Issued By :**

D & S TOW, INC.
Susan L. Zinser - President
105 Sunshine Lane
Reno, NV 89502

ACCEPTED**JAN 13 2011**

Nevada Transportation Authority
Las Vegas, Nevada

Attachment D **CTA tariff rate transferred to me 1/12 tariff template)**

Agenda Item# 78

Request to Correct First Half Lien Fees on Tariff Template
Docket 22-04007
Discussion Item
April 28, 2022

Staff is requesting to correct the tow tariff template's first half lien fee time period. The first half lien fees refers to only NRS 706.4479's time period of "after 4 business days" and it should also refer to NRS 706.4468's time period of "after 96 hours". NRS 706.4479(3) regulates lien fees for police tows after an accident or stolen recovery. NRS 706.4468(3) regulates lien fees for all other tows.

Attachment A is the current tariff template and definitions.

Attachment B are the proposed changes to the tariff template and definitions.

Attachment C are the applicable regulations

NRS 706.4468 Operator of tow car required to file charges for preparing or satisfying liens with Authority; conditions for imposing charges.

1. Each operator of a tow car shall file its charges for preparing or satisfying a lien to which the operator is entitled against a vehicle that was towed without the prior consent of the owner of the vehicle or the person authorized by the owner to operate the vehicle. The Authority:

(a) May investigate any charge filed pursuant to this subsection and revise the charge as necessary to ensure that the charge is reasonable.

(b) Shall reduce any charge filed pursuant to this subsection if the Authority determines that the charge is unreasonable because the charge is attributable, in whole or in part, to failure on the part of the operator of the tow car to prepare or satisfy the operator's lien in a timely manner.

2. An operator of a tow car may not impose a charge or any part of a charge filed pursuant to subsection 1 unless the operator:

(a) Has initiated the procedure by which a person may satisfy a lien; and

(b) Stores the vehicle for at least 96 hours.

3. If an operator of a tow car stores a vehicle that was towed without the prior consent of the owner of the vehicle or the person authorized by the owner to operate the vehicle for at least 96 hours but not more than 336 hours, the operator may charge an amount not to exceed 50 percent of the charge approved by the Authority pursuant to subsection 1 for preparing or satisfying a lien.

4. If an operator of a tow car stores a vehicle that was towed without the prior consent of the owner of the vehicle or the person authorized by the owner to operate the vehicle for more than 336 hours, the operator may charge an amount not to exceed 50 percent of the charge approved by the Authority pursuant to subsection 1 for preparing or satisfying a lien in addition to the amount charged pursuant to subsection 3.

(Added to NRS by 1997, 2669; A 2009, 1305)

NRS 706.4479 Duties of operator if motor vehicle towed at request of person other than owner; limitations on certain fees and charges.

1. If a motor vehicle is towed at the request of someone other than the owner, or authorized agent of the owner, of the motor vehicle, the operator of the tow car shall, in addition to the requirements set forth in the provisions of chapter 108 of NRS:

(a) Notify the registered and legal owner of the motor vehicle by certified mail not later than 21 days after placing the motor vehicle in storage if the motor vehicle was towed at the request of a law enforcement officer following a crash involving the motor vehicle or not later than 15 days after placing any other vehicle in storage:

(1) Of the location where the motor vehicle is being stored;

(2) Whether the storage is inside a locked building, in a secured, fenced area or in an unsecured, open area;

(3) Of the charge for towing and storage;

(4) Of the date and time the vehicle was placed in storage;

(5) Of the actions that the registered and legal owner of the vehicle may take to recover the vehicle while incurring the lowest possible liability in accrued assessments, fees, penalties or other charges; and

(6) Of the opportunity to rebut the presumptions set forth in NRS 487.220 and 706.4477.

(b) If the identity of the registered and legal owner is not known or readily available, make every reasonable attempt and use all resources reasonably necessary, as evidenced by written documentation, to obtain the identity of the owner and any other necessary information from the agency charged with the registration of the motor vehicle in this State or any other state within:

(1) Twenty-one days after placing the motor vehicle in storage if the motor vehicle was towed at the request of a law enforcement officer following a crash involving the motor vehicle; or

(2) Fifteen days after placing any other motor vehicle in storage.

➤ The operator shall attempt to notify the owner of the vehicle by certified mail as soon as possible, but in no case later than 15 days after identification of the owner is obtained for any motor vehicle.

2. If an operator includes in the operator's tariff a fee to be charged to the registered and legal owner of a vehicle for the towing and storage of the vehicle, the fee may not be charged:

(a) For more than 21 days after placing the motor vehicle in storage if the motor vehicle was towed at the request of a law enforcement officer following a crash involving the motor vehicle; or

(b) For more than 15 days after placing any other vehicle in storage,

➤ unless the operator complies with the requirements set forth in subsection 1.

3. If a motor vehicle that is placed in storage was towed at the request of a law enforcement officer following a crash involving the motor vehicle or after having been stolen and subsequently recovered, the operator shall not:

(a) Satisfy any lien or impose any administrative fee or processing fee with respect to the motor vehicle for the period ending 4 business days after the date on which the motor vehicle was placed in storage; or

(b) Impose any fee relating to the auction of the motor vehicle until after the operator complies with the notice requirements set forth in NRS 108.265 to 108.367, inclusive.

(Added to NRS by 1995, 1511; A 1997 1513; 1997, 2683; 2001, 2637; 2005, 703; 2007, 423; 2009, 1306; 2011, 1403; 2013, 2159; 2015, 1703)

Nevada Transportation Authority -- Model Tow Tariff (Flat Rate)

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
FOUR-WHEEL DRIVE VEHICLE One (1) hour minimum**	0.00	0.00	N/A	N/A				
(In lieu of HOOKUP rate) Per Additional 15 Minutes**	0.00	0.00	N/A	N/A	X		X	
HAZARDOUS MATERIAL and/or WASTE DISPOSAL FEE Cost Plus	Cost Plus 15%				X		X	
HOOKUP FLAT - CATEGORY A/B Single Vehicle Flat	0.00	0.00	0.00	0.00	X		X	
HOOKUP FLAT - OVERSIZE VEHICLES Flat	HOOKUP FLAT-Single Vehicle Plus 25% and HOOKUP MILEAGE Plus 25%		N/A	N/A	X		X	
HOOKUP FLAT - CATEGORY A/B COMBINATION VEHICLES Flat	HOOKUP FLAT-Single Vehicle Plus 50% and HOOKUP MILEAGE Plus 50%		HOOKUP FLAT-Single Vehicle Plus 50% and HOOKUP MILEAGE see TABLE 1		X		X	
HOOKUP FLAT - CATEGORY C SINGLE AND COMBINATION VEHICLES Flat	N/A	N/A	N/A	N/A	0.00	0.00	0.00	0.00
HOOKUP MILEAGE, 10.1 - 50 Per Loaded Mile	0.00	0.00	See TABLE 1 on page 5		0.00	0.00	See TABLE 1 on page 5	
HOOKUP MILEAGE, 50.1 and over Per Loaded Mile	0.00	0.00	See TABLE 1 on page 5		0.00	0.00	See TABLE 1 on page 5	
LAY-OVER Per Night, Per Man	0.00				X		X	
LIEN FEE (after 4 business days) Flat, 1/2 Lien Rate	0.00				0.00			
LIEN FEE (after 336 Hours) Flat, 1/2 Lien Rate	0.00				0.00			
LOT VISIT (no charge first visit DAY hours) Per Visit	0.00	N/A	0.00	N/A	0.00	X	0.00	X
ISSUED: (enter date)	TOW CAR OPERATOR: CPCN # NAME, TITLE COMPANY NAME DBA (if applicable) DOMICILE ADDRESS DOMICILE ADDRESS, CITY, STATE, ZIP CODE				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

*Current Tariff
Template*

21. HOOKUP FLAT for CATEGORY C: Includes removal (not reinstallation) of items to facilitate towing, first ten (10) LOADED miles, first LOT VISIT during DAY hours, yard maintenance, release of vehicle during DAY hours, setting out an operable, stored vehicle outside of the storage yard for customer pickup, and COMBINATION VEHICLES.
22. HOOKUP MILEAGE: The mileage a tow truck travels while transporting a towed vehicle.
23. LAY-OVER: When the operator of a tow car is towing a vehicle and, due to state regulations on night travel or driver-operator hours of service, it is necessary for a tow car driver and equipment to lay-over at points other than the place of business.
24. LIEN FEE: A charge for preparing or satisfying a lien to which the tow operator is entitled against a vehicle that was towed without the prior consent of the owner of the vehicle or the person authorized by the owner to operate the vehicle. A lien is prepared for each vehicle/unit towed and for each vehicle/unit contained within or on the towed vehicle which has a vehicle identification number.

No lien fee or other administrative or processing charge will be imposed unless action is taken to initiate or perfect a lien on the vehicle. The specific actions taken to initiate or perfect a lien shall be itemized on the tow bill (NAC 706.420). Pursuant to NRS 706.4468 (1)(b), the Authority has the right to reduce any charge filed for lien processing if the Authority determines that the charge is unreasonable, in whole or in part, due to failure on the part of the operator of the tow car to prepare or satisfy his lien in a timely manner.



No fees to process liens will be imposed during the first four (4) business days after the date on which the motor vehicle was placed in storage. One-half of the lien processing fee will be charged if a vehicle is in storage more than four business days. The second half of the lien processing fee will be charged if the towed vehicle is in storage for more than 336 hours (NRS 706.4479).

25. LOT VISIT: Charge to visit a stored vehicle. There is no charge for the first lot visit during DAY hours.
26. LOW EQUIPMENT TRAILER: The use of a multiple axle trailer with flat-bed to be attached to a truck and used to transport disabled vehicles which cannot be towed by conventional means.
27. NIGHT: Effective from 5:01 PM through 7:59 AM, Monday through Friday; all day Saturday and Sunday; and all day on federal and State of Nevada holidays.
28. OFF HOOK: The operator shall allow the owner, or agent of the owner, of a motor vehicle that has been connected to a tow car to obtain the release of the vehicle at the point of origination of the towing if: 1) a request is made to release the vehicle; and 2) the owner or agent pays a fee established by the operator for releasing the vehicle, not to exceed 60% of the HOOKUP rate (NRS 706.4469).
29. OFF ROAD TRAVEL: The time the tow car is required to be off a paved road. Charge stops when the tow car returns to a paved road.

For example – The HOOKUP HOURLY rate is \$25.00 per 15 minutes with a 1-hour minimum and the OFF ROAD TRAVEL rate is \$5.00 per 15 minutes. The entire tow took 1 ½ hours, including 30 minutes the tow truck was off road. The HOOKUP HOURLY charge is \$150.00 (\$25 x 2, 15-minute increments plus 1 hour minimum) and the OFF ROAD TRAVEL charge is \$10 (\$5 x 2, 15-minute increments). The total charge is \$160.00.

Nevada Transportation Authority -- Model Tow Tariff (Flat Rate)

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
FOUR-WHEEL DRIVE VEHICLE One (1) hour minimum**	0.00	0.00	N/A	N/A				
(In lieu of HOOKUP rate) Per Additional 15 Minutes**	0.00	0.00	N/A	N/A	X		X	
HAZARDOUS MATERIAL and/or WASTE DISPOSAL FEE Cost Plus	Cost Plus 15%				X		X	
HOOKUP FLAT - CATEGORY A/B Single Vehicle Flat	0.00	0.00	0.00	0.00	X		X	
HOOKUP FLAT - OVERSIZE VEHICLES Flat	HOOKUP FLAT-Single Vehicle Plus 50% and HOOKUP MILEAGE Plus 50%		N/A	N/A	X		X	
HOOKUP FLAT - CATEGORY A/B COMBINATION VEHICLES Flat	HOOKUP FLAT-Single Vehicle Plus 50% and HOOKUP MILEAGE Plus 50%		HOOKUP FLAT-Single Vehicle Plus 50% and HOOKUP MILEAGE see TABLE 1		X		X	
HOOKUP FLAT - CATEGORY C SINGLE AND COMBINATION VEHICLES Flat	N/A	N/A	N/A	N/A	0.00	0.00	0.00	0.00
HOOKUP MILEAGE, 10.1 - 50 Per Loaded Mile	0.00	0.00	See TABLE 1 on page 5		0.00	0.00	See TABLE 1 on page 5	
HOOKUP MILEAGE, 50.1 and over Per Loaded Mile	0.00	0.00	See TABLE 1 on page 5		0.00	0.00	See TABLE 1 on page 5	
LAY-OVER Per Night, Per Man	0.00				X		X	
LIEN FEE (after 96 hours per NRS 706.4468 or after 4 business days per NRS 706.4479) Flat, 1/2 Lien Rate	0.00				0.00			
LIEN FEE (after 336 Hours) Flat, 1/2 Lien Rate	0.00				0.00			
LOT VISIT (no charge first visit DAY hours) Per Visit	0.00	N/A	0.00	N/A	0.00	X	0.00	X
ISSUED: (enter date)	TOW CAR OPERATOR: CPCN # NAME, TITLE COMPANY NAME DBA (if applicable) DOMICILE ADDRESS DOMICILE ADDRESS, CITY, STATE, ZIP CODE				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

Proposed Tariff Template

21. HOOKUP FLAT for CATEGORY C: Includes removal (not reinstallation) of items to facilitate towing, first ten (10) LOADED miles, first LOT VISIT during DAY hours, yard maintenance, release of vehicle during DAY hours, setting out an operable, stored vehicle outside of the storage yard for customer pickup, and COMBINATION VEHICLES.
22. HOOKUP MILEAGE: The mileage a tow truck travels while transporting a towed vehicle.
23. LAY-OVER: When the operator of a tow car is towing a vehicle and, due to state regulations on night travel or driver-operator hours of service, it is necessary for a tow car driver and equipment to lay-over at points other than the place of business.
24. LIEN FEE: A charge for preparing or satisfying a lien to which the tow operator is entitled against a vehicle that was towed without the prior consent of the owner of the vehicle or the person authorized by the owner to operate the vehicle. A lien is prepared for each vehicle/unit towed and for each vehicle/unit contained within or on the towed vehicle which has a vehicle identification number.

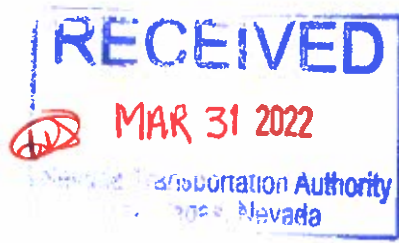
No lien fee or other administrative or processing charge will be imposed unless action is taken to initiate or perfect a lien on the vehicle. The specific actions taken to initiate or perfect a lien shall be itemized on the tow bill (NAC 706.420). Pursuant to NRS 706.4468 (1)(b), the Authority has the right to reduce any charge filed for lien processing if the Authority determines that the charge is unreasonable, in whole or in part, due to failure on the part of the operator of the tow car to prepare or satisfy his lien in a timely manner.

No fees to process liens will be imposed during the first 96 hours (per NRS 706.4468) or the first 4 business days (per NRS 706.4479), whichever is applicable, after the date on which the motor vehicle was placed in storage. One-half of the lien processing fee will be charged if a vehicle is in storage more than 96 hours or more than 4 business days, whichever is applicable. The second half of the lien processing fee will be charged if the towed vehicle is in storage more than 336 hours (NRS 706.4479).

25. LOT VISIT: Charge to visit a stored vehicle. There is no charge for the first lot visit during DAY hours.
26. LOW EQUIPMENT TRAILER: The use of a multiple axle trailer with flat-bed to be attached to a truck and used to transport disabled vehicles which cannot be towed by conventional means.
27. NIGHT: Effective from 5:01 PM through 7:59 AM, Monday through Friday; all day Saturday and Sunday; and all day on federal and State of Nevada holidays.
28. OFF HOOK: The operator shall allow the owner, or agent of the owner, of a motor vehicle that has been connected to a tow car to obtain the release of the vehicle at the point of origination of the towing if: 1) a request is made to release the vehicle; and 2) the owner or agent pays a fee established by the operator for releasing the vehicle, not to exceed 60% of the HOOKUP rate (NRS 706.4469).
29. OFF ROAD TRAVEL: The time the tow car is required to be off a paved road. Charge stops when the tow car returns to a paved road.

For example – The HOOKUP HOURLY rate is \$25.00 per 15 minutes with a 1-hour minimum and the OFF ROAD TRAVEL rate is \$5.00 per 15 minutes. The entire tow took 1 ½ hours, including 30 minutes the tow truck was off road. The HOOKUP HOURLY charge is \$150.00 (\$25 x 2, 15-minute

Agenda Item# 79



Docket 22-03049 Discussion regarding NAC 706.3968(2) and the broad discretion conferred on each presiding officer to either (1) grant or (2) deny or (3) set the petition for further proceedings when reviewing a Petition for Leave to Intervene and, given this broad discretion and regardless of prior intervention decisions, a presiding officer is not required to automatically or regularly grant a Petition for Leave to Intervene. (RDG) – ***FOR DISCUSSION***

Nevada Administrative Code

Chapter 706. Motor Carriers

Regulation and Licensing of Motor Carriers

Practice Before Nevada Transportation Authority

NAC

706.3968. Pleadings: Approval or denial of petition to intervene; discovery.

Currentness

1. If a petition for leave to intervene demonstrates that:

(a) Based upon the contents of the petition required pursuant to [NAC 706.3966](#), the petitioner has a direct and substantial interest in one or more of the elements of the proceeding; and

(b) The intervention would not unduly broaden the issues,

☒ the Authority or presiding officer may grant leave for the petitioner to intervene or otherwise to appear in the proceeding with respect to those elements of the proceeding in which a direct and substantial interest is found, subject to such reasonable conditions as may be prescribed by the Authority or presiding officer.

2. Not later than 60 days after the date on which a petition for leave to intervene is received by the Authority, the Authority will or the presiding officer shall grant or deny the petition or set the petition for further proceedings.

3. If the Authority or presiding officer grants a petition for leave to intervene in a matter in which the Authority or presiding officer deems prehearing discovery to be appropriate, the Authority will or the presiding officer shall prescribe discovery requirements and establish a schedule for the completion of discovery.

4. If it appears during the proceedings that an intervener has no direct or substantial interest in the proceeding and that the public interest does not require his or her further participation, the Authority will or the presiding officer shall dismiss the intervener from the proceeding.

Credits

(Added to NAC by Transportation Serv. Auth. by R071-98, eff. 10-28-98; A by Nev. Transportation Auth. by R113-10, 12-16-2010)

Current with amendments included in the State of Nevada Register of Administrative Regulations, Volume 286, dated December 22, 2021 and Supplement 2021-11, dated November 30, 2021.

Nev. Admin. Code [REDACTED], NV ADC [REDACTED]

End of Document

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Agenda Item#

80

Docket 22-03050 Discussion regarding whether a Petition for Leave to Intervene in a proceeding related to an application for a certificate of public convenience should contain facts which establish compliance with NAC 706.3966(2)(a)(1) AND (2) OR should contain facts which establish compliance with NAC 706.3966(b) before a presiding officer reaches the statutory conclusion that “the petitioner shall be deemed to have a direct and substantial interest in the proceeding if the petitioner demonstrates that he or she is authorized to provide the same type of service within the same territory as that which the applicant for the certificate purposes to provide.” (RDG) – **FOR DISCUSSION**



Nevada Administrative Code

Chapter 706. Motor Carriers

Regulation and Licensing of Motor Carriers

Practice Before Nevada Transportation Authority

NAC .

706.3966. Pleadings: Contents of petition to intervene; circumstances under which petitioner has direct and substantial interest in proceeding.

Currentness

1. A petition for leave to intervene must be in writing and set forth the following:

(a) The title and docket number of the proceeding in which leave to intervene is sought.

(b) The name and address of the petitioner and, if represented, the name, address and telephone number of his or her attorney or other authorized representative.

(c) A clear and concise statement of the direct and substantial interest of the petitioner in each statutory element at issue before the Authority in the proceeding in which the petitioner seeks to participate, which must include, without limitation:

(1) A description of the manner in which the petitioner may be unreasonably and adversely affected by the proceeding;

(2) If applicable, a description of the manner in which a matter relating to the proceeding may be inconsistent with the provisions of [NRS 706.151](#);

(3) A description of the manner in which the petitioner will be prejudiced by the denial of his or her petition to intervene; and

(4) If applicable, citations to relevant statutory and regulatory provisions that the petitioner believes are not being complied with or are being violated.

(d) If affirmative relief is sought, a description of the desired relief and the basis for that relief.


2. In a proceeding that is related to an application for a certificate of public convenience and necessity pursuant to [NAC 706.1375](#), if a petitioner alleges that the granting of the certificate to the applicant would:

(a) Tend to increase or create competition or create some other effect that may be detrimental to the traveling and shipping public or the motor carrier business within this State, in contravention of the principle set forth in:

(1) Paragraph (e) of subsection 1 of [NRS 706.151](#); and

(2) Paragraph (d) of subsection 2 of [NRS 706.391](#); or



(b) Unreasonably and adversely affect other carriers operating in the territory for which the certificate is sought, in contravention of the principle set forth in paragraph (c) of subsection 2 of [NRS 706.391](#),

 the petitioner shall be deemed to have a direct and substantial interest in the proceeding if the petitioner demonstrates that he or she is authorized to provide the same type of service within the same territory as that which the applicant for the certificate proposes to provide.

Credits

(Added to NAC by Transportation Serv. Auth. by R071-98, eff. 10-28-98)

Current with amendments included in the State of Nevada Register of Administrative Regulations, Volume 286, dated December 22, 2021 and Supplement 2021-11, dated November 30, 2021.

Nev. Admin. Code , NV ADC 

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Docket 22-03051 – amended - Discussion regarding the interplay between the concluding statutory language of NAC 706.3966 (direct and substantial interest) and **NRS 706.391(3)** which specifies “the Authority shall not find that the potential creation of competition in a territory which may be caused by the granting of the certificate ... by itself, will unreasonably and adversely affect other carriers operating in the territory for the purposed of” NRS.391(2)(c)(granting application as it will not unreasonably and adversely affect other carriers operating in the same territory). (RDG) - ***FOR DISCUSSION***

Docket 22-03051 Discussion regarding the interplay between the concluding statutory language of NAC 706.3966 (direct and substantial interest) and NRS 706.386(3) which specifies “the Authority shall not find that the potential creation of competition in a territory which may be caused by the granting of the certificate ... by itself, will unreasonably and adversely affect other carriers operating in the territory for the purposed of” NRS.391(2)(c)(granting application as it will not unreasonably and adversely affect other carriers operating in the same territory). (RDG) - **FOR DISCUSSION**



Nevada Administrative Code

Chapter 706. Motor Carriers

Regulation and Licensing of Motor Carriers

Practice Before Nevada Transportation Authority

NAC

706.3968. Pleadings: Approval or denial of petition to intervene; discovery.

Currentness

1. If a petition for leave to intervene demonstrates that:

(a) Based upon the contents of the petition required pursuant to [NAC 706.3966](#), the petitioner has a direct and substantial interest in one or more of the elements of the proceeding; and

(b) The intervention would not unduly broaden the issues,

☒ the Authority or presiding officer may grant leave for the petitioner to intervene or otherwise to appear in the proceeding with respect to those elements of the proceeding in which a direct and substantial interest is found, subject to such reasonable conditions as may be prescribed by the Authority or presiding officer.

2. Not later than 60 days after the date on which a petition for leave to intervene is received by the Authority, the Authority will or the presiding officer shall grant or deny the petition or set the petition for further proceedings.

3. If the Authority or presiding officer grants a petition for leave to intervene in a matter in which the Authority or presiding officer deems prehearing discovery to be appropriate, the Authority will or the presiding officer shall prescribe discovery requirements and establish a schedule for the completion of discovery.

4. If it appears during the proceedings that an intervener has no direct or substantial interest in the proceeding and that the public interest does not require his or her further participation, the Authority will or the presiding officer shall dismiss the intervener from the proceeding.

Credits

(Added to NAC by Transportation Serv. Auth. by R071-98, eff. 10-28-98; A by Nev. Transportation Auth. by R113-10, 12-16-2010)

Current with amendments included in the State of Nevada Register of Administrative Regulations, Volume 286, dated December 22, 2021 and Supplement 2021-11, dated November 30, 2021.

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Adjournment