



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

June 20, 2016

**VIA ELECTRONIC FILING**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Re: Pennsylvania Public Utility Commission, Bureau of Investigation  
and Enforcement v. Nasser Limousine, LLC  
Docket No. C-2015-2488425

Dear Secretary Chiavetta:

Enclosed for electronic filing please find the Joint Settlement Petition along with Exhibit A, A Proposed Ordering Paragraphs and Appendices A and B, the Statements in Support of the Bureau of Investigation and Enforcement and Nasser Limousine, LLC in the above-referenced proceeding. Copies have been served on the parties of record in accordance with the Certificate of Service.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Myers", written over a light blue horizontal line.

Kourtney L. Myers  
Prosecutor  
PA Attorney ID No. 316494

Prosecutor for the Bureau of  
Investigation and Enforcement

Enclosures

cc: As per Certificate of Service

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility	:	
Commission, Bureau of	:	
Investigation and Enforcement,	:	
Complainant	:	
	:	Docket No. C-2015-2488425
v.	:	
	:	
Nasser Limousine, LLC,	:	
Respondent	:	

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**JOINT SETTLEMENT PETITION**

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Pursuant to 52 Pa. Code §§ 5.41 and 5.232, the Bureau of Investigation and Enforcement (“I&E”) of the Pennsylvania Public Utility Commission (“Commission”) and Nasser Limousine, LLC (“Nasser Limousine”) hereby submit this Joint Settlement Petition (“Settlement” or “Settlement Agreement”), to resolve all issues related to the I&E Complaint in the above-captioned matter. As part of this Joint Settlement Petition, the parties request that the Commission issue an order approving the Settlement without modification. A Proposed Ordering Paragraphs is attached as Exhibit A. Statements in Support of this Joint Settlement Petition expressing the individual views of I&E and Nasser Limousine are attached hereto as Appendices A and Appendix B, respectively.

This matter concerns a Formal Complaint initiated by I&E, which involved allegations of a failure to pay an outstanding civil penalty, unauthorized transportation of persons in limousine service for compensation outside the certificated service territory,

and unauthorized operation of overaged vehicles. As a result of negotiations between I&E and Nasser Limousine (hereinafter referred to collectively as the “parties”), the parties have agreed to resolve their differences as encouraged by the Commission’s policy to promote settlements. *See* 52 Pa. Code § 5.231. The duly authorized parties executing this Settlement Agreement agree to the settlement terms set forth herein and urge the Commission to approve the Agreement as submitted as being in the public interest.

## **I. INTRODUCTION**

1. The parties to this Settlement Agreement are the Bureau of Investigation and Enforcement of the Pennsylvania Public Utility Commission, by its prosecuting attorneys, P.O. Box 3265, Harrisburg, PA 17105-3265 and Nasser Limousine, LLC with a principal place of business at 137 West Market Street, Scranton, PA 18508.

2. The Pennsylvania Public Utility Commission is a duly constituted agency of the Commonwealth of Pennsylvania empowered to regulate public utilities within this Commonwealth, as well as other entities subject to its jurisdiction, pursuant to the Public Utility Code (the “Code”), 66 Pa.C.S. §§ 101, *et seq.*

3. The Commission has delegated its authority to initiate proceedings that are prosecutory in nature to I&E and other bureaus with enforcement responsibilities. *Delegation of Prosecutory Authority to Bureaus with Enforcement Responsibilities*, Docket No. M-00940593 (Order entered September 2, 1994), as amended by Act 129 of 2008, 66 Pa.C.S. § 308.2(a)(11).

4. Section 501(a) of the Code, 66 Pa.C.S. § 501(a), authorizes and obligates

the Commission to execute and enforce the provisions of the Code.

5. Sections 701 and 703 of the Code, 66 Pa.C.S. §§ 701, 703, authorizes the Commission, *inter alia*, to hear and determine complaints against public utilities for a violation of any law or regulation that the Commission has jurisdiction to administer.

6. Section 3301 of the Code, 66 Pa.C.S. § 3301, authorizes the Commission to impose civil penalties on any public utility or on any other person or corporation subject to the Commission's authority for violations of the Code, the Commission's regulations, or both. Section 3301 allows for the imposition of a fine for each violation and each day's continuance of such violation(s).

7. Nasser Limousine is a jurisdictional motor carrier as defined by 66 Pa.C.S. § 102 and is engaged in transporting passengers as a common carrier for compensation in its certificated service territory.

8. The Commission issued Nasser Limousine a Certificate of Public Convenience ("Certificate") on or about August 15, 2005, at A-00120555, for limousine and group and party 16 or greater authority.

9. John C. Nasser is the sole member and operator of Nasser Limousine.

10. Nasser Limousine, in providing motor carrier passenger service for compensation, is subject to the power and authority of the Commission pursuant to Section 501(c) of the Code, 66 Pa.C.S. § 501(c), which requires a public utility to comply with Commission orders.

11. Pursuant to the provisions of the applicable Commonwealth statutes and regulations, the Commission has jurisdiction over the subject matter and the actions of

Nasser Limousine.

## **II. BACKGROUND**

12. Pursuant to its Certificate, Nasser Limousine is authorized to transport, as a common carrier by motor vehicle, (i) persons in limousine service between points in the counties of Lackawanna, Wayne, and Wyoming, and from points in said counties to points in Pennsylvania, and return; and (ii) persons in group and party 16 or greater service throughout the Commonwealth of Pennsylvania.

13. On July 9, 2014, Nasser Limousine filed an Application with the Commission at Docket No. A-2014-2434077, seeking the additional right to begin to transport, as a common carrier by motor vehicle, persons in limousine service between points within the counties of Bradford, Berks, Carbon, Columbia, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Pike, Schuylkill, Sullivan, and Susquehanna, Pennsylvania.

14. On February 4, 2015, I&E filed a Complaint against Nasser Limousine at Docket No. C-2015-2461513 alleging that Nasser Limousine violated Section 1102 of the Code, 66 Pa.C.S. § 1102, by transporting, as a common carrier by motor vehicle, persons in limousine service for compensation on August 23, 2014, between points in Luzerne County, Pennsylvania, which was outside its certificated service territory. I&E requested that Nasser Limousine pay a civil penalty in the amount of \$500.00.

15. Due to Nasser Limousine's failure to file an Answer to I&E's Complaint at Docket No. C-2015-2461513, the Commission's Secretary's Bureau issued a Secretarial Letter dated April 14, 2015, which sustained I&E's Complaint and ordered Nasser

Limousine to cease and desist from committing further violations of the Code and the Commission's regulations and pay the requested \$500.00 civil penalty within twenty (20) days from the date of service of the Secretarial Letter or by May 4, 2015.

16. At the time I&E filed its Complaint in the present matter, the \$500.00 civil penalty that Nasser Limousine was ordered to pay by the Commission at Docket No. C-2015-2461513 remained outstanding and was 46 days past due.<sup>1</sup>

17. I&E alleges that on May 1, 2015, while Nasser Limousine's Application to extend its service territory was pending before the Commission, Nasser Limousine transported, as a common carrier by motor vehicle, persons in limousine service for compensation from 3 College Hill, Nanticoke, Luzerne County, Pennsylvania to the Woodlands Resort at 1073 Highway 315, Wilkes Barre, Luzerne County, Pennsylvania under the name of Best Rate Rent-A-Car LLC ("Best Rate Rent-A-Car").

18. Luzerne County, Pennsylvania is outside Nasser Limousine's certificated service territory.

19. John C. Nasser is the president and sole member of Best Rate Rent-A-Car, which maintains its principal place of business at 137 West Market Street, Scranton, PA 18508.

20. Best Rate Rent-A-Car does not have authority from the Commission to provide passenger transportation service to the public for compensation.

21. I&E alleges that the vehicle operated by Nasser Limousine during the May

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<sup>1</sup> On July 30, 2015, the Commission received payment from Nasser Limousine in the amount of \$500.00, which constitutes payment of the outstanding civil penalty in this matter.

1, 2015 trip was a 2006 Chrysler 300 Limousine.

22. Nasser Limousine did not obtain a Certificate of Waiver of Vehicle Age Requirements (“Waiver”) from the Commission for the 2006 Chrysler 300 Limousine that it operated during the May 1, 2015 trip.

23. By Secretarial Letter dated May 6, 2015, the Commission denied and dismissed Nasser Limousine’s Application to extend its service territory at A-2014-2434077 due to Nasser Limousine’s failure to demonstrate that it had the propensity to operate safely and legally in compliance with the Code and the Commission’s regulations as required at 52 Pa. Code § 41.14(b).

24. The May 6, 2015 Secretarial Letter noted, *inter alia*, the following deficiencies regarding Nasser Limousine and Best Rate Limousine, LLC’s<sup>2</sup> (“Best Rate Limousine”) compliance history, which reflected poorly on Nasser Limousine’s Application:

- a. a Complaint filed against Nasser Limousine at Docket No. C-2015-2461513 (related to transporting persons in limousine service for compensation outside its certificated service territory) and the outstanding civil penalty in the amount of \$500.00;<sup>3</sup>

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<sup>2</sup> John C. Nasser previously operated and is the sole member of Best Rate Limousine. Best Rate Limousine’s Certificate at A-00116860 was cancelled at Docket No. C-2014-2428514 due to its failure to maintain evidence of insurance on file with the Commission. With the principal of this Settlement Agreement in place, on March 1, 2016, Best Rate Limousine filed a petition to rescind the Secretarial Letter cancelling its Certificate of Public Convenience. I&E did not file a protest to that petition.

<sup>3</sup> As referenced in Footnote 1, on July 30, 2015, the Commission received payment from Nasser Limousine in the amount of \$500.00, which constitutes payment of the outstanding civil penalty in this matter.

- b. a Complaint filed against Nasser Limousine at Docket No. C-2015-2468725 (related to transporting persons in limousine service for compensation outside its certificated service territory);<sup>4</sup>
- c. Nasser Limousine's failure to file assessment reports with the Commission for the 2006, 2009, 2010, 2012, 2013, and 2014 calendar years in violation of 66 Pa.C.S. § 510(b);
- d. a Complaint filed against Best Rate Limousine at Docket No. C-2014-2428514 (related to a failure to maintain evidence of insurance on file with the Commission) and the outstanding civil penalty in the amount of \$600.00;<sup>5</sup>
- e. a Complaint filed against Best Rate Limousine at Docket No. C-2013-2384535 (related to the advertisement of discounted rates contrary to its approved tariff and the operation of an overaged vehicle) and the outstanding civil penalty in the amount of \$1,750.00;<sup>6</sup> and
- f. the cancellation of the Certificate of Best Rate Limousine at A-00116860.

25. I&E alleges that on May 9, 2015, after the denial and dismissal of Nasser Limousine's Application at Docket No. A-2014-2434077, Nasser Limousine transported,

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<sup>4</sup> On April 30, 2015, the Commission received payment from Nasser Limousine in the amount of \$500.00, which constitutes payment of the civil penalty in this matter.

<sup>5</sup> On January 5, 2016, the Commission received payment from John C. Nasser in the amount of \$600.00, which constitutes payment of the outstanding civil penalty in this matter.

<sup>6</sup> On January 5, 2016, the Commission received payment from John C. Nasser in the amount of \$1,750.00, which constitutes payment of the outstanding civil penalty in this matter.



as a common carrier by motor vehicle, persons in limousine service for compensation from 275 East Grove Street, Kingston, Luzerne County, Pennsylvania to points within Luzerne County, Pennsylvania and back to 275 East Grove Street, Kingston, Luzerne County, Pennsylvania under the name of Best Rate Rent-A-Car.

26. I&E alleges that the vehicle operated by Nasser Limousine during the May 9, 2015 trip was a 2006 Chrysler 300 Limousine.

27. Nasser Limousine did not obtain a Waiver from the Commission for the 2006 Chrysler 300 Limousine that it operated during the May 9, 2015 trip.

### **III. VIOLATIONS**

#### **A. Position of I&E**

28. Had this matter been litigated, I&E would have submitted evidence and legal argument to demonstrate that Nasser Limousine committed the following actions:

- a. Nasser Limousine failed to timely pay a \$500.00 civil penalty that it was ordered to pay by May 4, 2015 pursuant to the Commission's Order at Docket No. C-2015-2461513.

If proven, this is a violation of the Commission's Order at Docket No. C-2015-2461513.

- b. Nasser Limousine transported, as a common carrier by motor vehicle, persons in limousine service from a territory different than that authorized by its Certificate of Public Convenience.

If proven, this is a violation of 66 Pa.C.S. § 1102 (two counts).

- c. Nasser Limousine provided passenger transportation service for compensation in a limousine vehicle that was more than eight (8) model years old without first obtaining a Certificate of Waiver of Vehicle Age Requirements from the Commission.

If proven, this is a violation of 52 Pa. Code § 29.333(e) (repealed 2016)<sup>7</sup> (two counts).

**B. Position of Nasser Limousine**

29. Had this matter been litigated, Nasser Limousine would have submitted evidence and legal argument that:

- a. The alleged driver of the vehicle for the May 1, trip referenced in Paragraph 17, *supra*, was not an employee of Nasser Limousine, but rather an independent contractor who occasionally provided services to Nasser Limousine and that he was not working for Nasser Limousine at the time of the alleged trip.
- b. The vehicles used in the alleged trips referenced in Paragraphs 17 and 25 were not registered to Nasser Limousine at the time of the trips.
- c. The failure to pay the \$500.00 fine assessed in the Complaint at Docket No. C-2015-2461513 did not amount to a continuing

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<sup>7</sup> Section 29.333(e) of the Commission's regulations, 52 Pa. Code § 29.333(e), was repealed by 52 Pa. Code § 29.333(d), which went into effect on January 19, 2016. However, at the time I&E filed its Complaint in the present matter, 52 Pa. Code § 29.333(e) was currently in force.

violation – subject to a penalty of up to \$1,000.00 - for each day the civil penalty was outstanding.

- d. The fine sought by I&E was excessive under the Commission’s guidelines for determining the appropriate amount of a civil penalty.

#### **IV. SETTLEMENT TERMS**

30. The purpose of this Joint Settlement Petition is to resolve this matter without further litigation. There has been no evidentiary hearing before any tribunal and no sworn testimony taken.

31. The parties recognize that their positions and claims are disputed and given that the precise outcome of a contested proceeding is uncertain, the parties further recognize the benefits of amicably resolving the disputed issues through settlement.

32. Based on the foregoing, I&E and Nasser Limousine agree that the following terms and conditions serve to resolve this matter in a fair and equitable manner:

- a. Nasser Limousine will pay a civil penalty in the amount of fourteen thousand dollars (\$14,000.00)<sup>8</sup> pursuant to Section 3301 of the

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<sup>8</sup> In the instant Complaint, I&E requested that Nasser Limousine pay a civil penalty in the amount of \$50,500.00. The civil penalty represented the following: \$500.00 as payment of the outstanding civil penalty regarding Docket No. C-2015-2461513, \$46,000.00 (\$1,000.00 for each day that Nasser Limousine failed to pay the outstanding civil penalty as ordered by the Commission at Docket No. C-2015-2461513), \$1,000.00 (\$500.00 for each instance of operating an overaged vehicle), and \$3,000.00 (\$1,500.00 for each instance of transporting persons in limousine service for compensation outside the certificated service territory). I&E understands that pursuant to 66 Pa.C.S. § 3301, it is capped at requesting \$1,000.00 per violation of the Code. Therefore, the agreed-upon civil penalty in the amount of \$14,000.00 represents the following: \$11,500.00 (\$250.00 for each day that Nasser Limousine failed to pay the outstanding civil penalty as ordered by the Commission at Docket No. C-2015-2461513), \$500.00 (\$250.00 for each instance of operating an overaged vehicle), and \$2,000.00 (\$1,000.00 for each instance of transporting persons in limousine service for compensation outside the certificated service territory).

Code, 66 Pa.C.S. § 3301, and the Commission's Motor Carrier Services and Enforcement Penalty Guidelines.

- b. Within thirty (30) days of the date of entry of the Commission's Opinion and Order approving the Settlement Agreement, said payment shall be made by certified check or money order, made payable to the "Commonwealth of Pennsylvania," and shall be sent to:

Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

- c. Within forty-five (45) days of the date of entry of the Commission's Opinion and Order approving the Settlement Agreement, Nasser Limousine will submit an Application with the Commission seeking the additional right to begin to transport, as a common carrier by motor vehicle, persons in limousine service between points within, *inter alia*, Luzerne County, Pennsylvania.
- d. I&E will not oppose Nasser Limousine's Application to extend its service territory provided that Nasser Limousine complies with the terms and conditions of this Settlement Agreement.
- e. Nasser Limousine agrees to cease providing any further unauthorized intrastate transportation service for compensation

between points in Pennsylvania pending the Commission's approval of Nasser Limousine's Application to extend its service territory.

- f. By entering into this Settlement Agreement, John C. Nasser certifies that he fully understands the requirements of the Commission that are applicable to Nasser Limousine as a motor carrier of passengers and that the failure to comply with the Commission's requirements may result in civil penalties, suspension of Nasser Limousine's operating rights, and/or cancellation of Nasser Limousine's Certificate. John C. Nasser also acknowledges that this certification is made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.
- g. Nasser Limousine agrees to timely file all assessment reports with the Commission going forward as required by 66 Pa.C.S. § 510(b) and acknowledges that the failure to do so may result in civil penalties, suspension of its operating rights, and/or cancellation of its Certificate.
- h. Nasser Limousine agrees to timely pay all assessments to the Commission going forward as required by 66 Pa.C.S. § 510(c) and acknowledges that the failure to do so may result in civil penalties, suspension of its operating rights, and/or cancellation of its Certificate.

- i. Nasser Limousine agrees to timely file evidence of insurance with the Commission as required by 66 Pa.C.S. § 512 and 52 Pa. Code §§ 32.2(c) and 32.11(a) and acknowledges that the failure to do so may result in civil penalties, suspension of its operating rights, and/or cancellation of its Certificate.
- j. Nasser Limousine agrees to refrain from transporting persons in limousine service for compensation outside its certificated service territory without first obtaining approval from the Commission for such service as required by 66 Pa.C.S. § 1102 and acknowledges that the failure to do so may result in civil penalties, suspension of its operating rights, and/or cancellation of its Certificate.

33. In consideration of Nasser Limousine's payment of a civil penalty and compliance with the provisions listed above, I&E agrees to mark the instant case as closed upon approval by the Commission of this Settlement Agreement in its entirety.

34. I&E and Nasser Limousine jointly acknowledge that approval of this Settlement Agreement is in the public interest and fully consistent with the Commission's Policy Statement for Litigated and Settled Proceedings Involving Violations of the Code and Commission Regulations, 52 Pa. Code § 69.1201. The parties submit that the Settlement Agreement is in the public interest because it effectively addresses I&E's allegations of a failure to pay an outstanding civil penalty, unauthorized transportation of persons in limousine service for compensation outside the certificated service territory, and unauthorized operation of overaged vehicles, which are the subject of I&E's

Complaint and avoids the time and expense of litigation, which entails hearings and the preparation and filing of briefs, exceptions, reply exceptions, and possible appeals. Attached as Appendices A and B are Statements in Support submitted by I&E and Nasser Limousine, respectively, setting forth the bases upon which they believe the Settlement Agreement is in the public interest.

**V. CONDITIONS OF SETTLEMENT AGREEMENT**

35. This document represents the Settlement Agreement in its entirety. No changes to obligations set forth herein may be made unless they are in writing and are expressly accepted by the parties involved. This Joint Settlement Petition shall be construed and interpreted under Pennsylvania law.

36. The Settlement Agreement is conditioned upon the Commission's approval of the terms and conditions contained in this Joint Settlement Petition without modification. If the Commission modifies this Joint Settlement Petition, any party may elect to withdraw from this Agreement and may proceed with litigation and in such event, this Joint Settlement Petition shall be void and of no effect. Such election to withdraw must be made in writing, filed with the Secretary of the Commission, and served upon all parties within ten (10) business days after the entry of an Order modifying the Settlement.

37. The parties agree that the underlying allegations were not the subject of any hearing and that there has been no order, findings of fact, or conclusions of law rendered in this matter.

38. This Joint Settlement Petition is being presented only in the context of this proceeding in an effort to resolve the proceeding in a manner that is fair and reasonable.

This Joint Settlement Petition is presented without prejudice to any position that any of the parties may have advanced and without prejudice to the position any of the parties may advance in the future on the merits of the issues in future proceedings, except to the extent necessary to effectuate the terms and conditions of this Joint Settlement Petition. This Joint Settlement Petition does not preclude the parties from taking other positions in any other proceeding.

39. The parties submit that a settlement avoids the necessity for the prosecuting agency to prove elements of each violation. In return, the opposing party in a settlement agreement agrees to pay a lesser sum to avoid the possibility of a larger fine or penalty resulting from litigation. This Settlement Agreement represents a compromise by both Nasser Limousine and I&E of their respective litigation positions. Any fines and penalties resulting from a litigated proceeding typically are different from payments resulting from a settlement.

40. The Settlement Agreement meets the standards set forth in the Commission's Policy Statement at 52 Pa. Code § 69.1201. The Parties submit that the Settlement Agreement is in the public interest because it effectively addresses the issues that were the subject of I&E's Complaint, avoids the time and expense of litigation, which entails hearings, and the preparation and filing of briefs, exceptions, reply exceptions, and possible appeals.

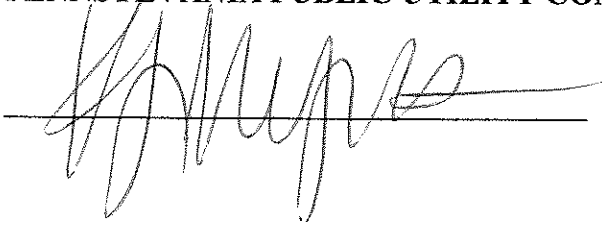
41. I&E acknowledges that this Agreement is entered into with the express purpose of settling the asserted claims regarding the specific alleged violations of the Public Utility Code and the regulations promulgated thereunder.



**WHEREFORE**, the Commission's Bureau of Investigation and Enforcement and Nasser Limousine, LLC respectfully request that the Commission approve the terms of this Joint Settlement Petition in its entirety without modification.

**Respectfully submitted,**

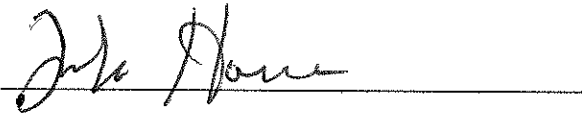
**BUREAU OF INVESTIGATION AND ENFORCEMENT  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**



IRE Prosecutor  
Title

6/20/16  
Date

**NASSER LIMOUSINE, LLC**



Member  
Title

5-26-16  
Date

# **EXHIBIT A**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility	:	
Commission, Bureau of	:	
Investigation and Enforcement,	:	
Complainant	:	
	:	Docket No. C-2015-2488425
v.	:	
	:	
Nasser Limousine, LLC,	:	
Respondent	:	

**PROPOSED ORDERING PARAGRAPHS**

1. That the Joint Settlement Petition filed on June 20, 2016 between the Commission’s Bureau of Investigation and Enforcement and Nasser Limousine, LLC is approved in its entirety without modification.

2. That, in accordance with Section 3301 of the Public Utility Code, 66 Pa. C.S. § 3301, within thirty (30) days of the date this Order becomes final, Nasser Limousine, LLC shall pay a civil penalty of \$14,000.00. Said payment shall be made by certified check or money order payable to “Commonwealth of Pennsylvania” and shall be sent to:

Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

3. That within forty-five (45) days of the date this Order becomes final, Nasser Limousine shall submit an Application with the Commission seeking the additional right to begin to transport, as a common carrier by motor vehicle, persons in limousine service between points within, *inter alia*, Luzerne County, Pennsylvania.

4. A copy of this Opinion and Order shall be served upon the Financial and Assessment Chief, Office of Administrative Services.

# **APPENDIX A**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility	:	
Commission, Bureau of	:	
Investigation and Enforcement,	:	
Complainant	:	
	:	Docket No. C-2015-2488425
v.	:	
	:	
Nasser Limousine, LLC,	:	
Respondent	:	

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**BUREAU OF INVESTIGATION AND ENFORCEMENT  
STATEMENT IN SUPPORT OF  
JOINT SETTLEMENT PETITION**

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**I. INTRODUCTION**

The Bureau of Investigation and Enforcement (“I&E”) of the Pennsylvania Public Utility Commission (“Commission”) hereby submits this Statement in Support of the Settlement Agreement that was entered into by I&E and Nasser Limousine, LLC (“Nasser Limousine”) in the above-captioned matter. The Settlement fully resolves all issues related to I&E’s Complaint in the above-captioned matter. I&E respectfully submits that the Settlement is in the public interest and requests that the Commission approve the Settlement, including the terms and conditions thereof, without modification.

**II. BACKGROUND**

This matter involves Nasser Limousine, a certificated passenger motor carrier

operating under limousine and group and party 16 or greater authority. The Commission issued Nasser Limousine a Certificate of Public Convenience (“Certificate”) on or about August 15, 2005, at A-00120555. Pursuant to its Certificate, Nasser Limousine is authorized to transport, as a common carrier by motor vehicle, persons in limousine service between points in the counties of Lackawanna, Wayne, and Wyoming, and from points in said counties to points in Pennsylvania, and return and persons in group and party 16 or greater service throughout the Commonwealth of Pennsylvania.

On July 9, 2014, Nasser Limousine filed an Application with the Commission at Docket No. A-2014-2434077, seeking the additional right to begin to transport, as a common carrier by motor vehicle, persons in limousine service between points within the counties of Bradford, Berks, Carbon, Columbia, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Pike, Schuylkill, Sullivan, and Susquehanna, Pennsylvania. The Commission later denied and dismissed Nasser Limousine’s Application to extend its territory by Secretarial Letter dated May 6, 2015 due to Nasser Limousine’s failure to demonstrate that it had the propensity to operate safely and legally in compliance with the Public Utility Code (the “Code”) and the Commission’s regulations as required at 52 Pa. Code § 41.14(b).

I&E alleges that Nasser Limousine violated the Commission’s order at Docket No. C-2015-2461513 by failing to timely pay a civil penalty in the amount of \$500. I&E previously filed a Complaint against Nasser Limousine at Docket No. C-2015-2461513 alleging that on August 23, 2014, Nasser Limousine transported, as a common carrier by

motor vehicle, persons in limousine service from a territory different than that authorized by its Certificate in violation of Section 1102(a)(1)(i) of the Code, 66 Pa.C.S.

§ 1102(a)(1)(i). I&E requested that Nasser Limousine pay a civil penalty in the amount of \$500. Due to Nasser Limousine's failure to file an answer to I&E's Complaint, the Commission's Secretary's Bureau issued a Secretarial Letter dated April 14, 2015, which sustained I&E's Complaint and ordered Nasser Limousine to pay the requested \$500 civil penalty within twenty (20) days from the date of service of the Secretarial Letter or by May 4, 2015. At the time I&E filed its Complaint in the present matter, the \$500 civil penalty was outstanding and 46 days past due.<sup>1</sup> Therefore, I&E alleges that Nasser Limousine violated the Commission's order at Docket No. C-2015-2461513 by failing to timely pay the \$500 civil penalty.

Secondly, I&E alleges that Nasser Limousine transported, as a common carrier by motor vehicle, persons in limousine service from a territory different than that authorized by its Certificate on two (2) separate occasions in violation of Section 1102(a)(1)(i) of the Code, 66 Pa.C.S. § 1102(a)(1)(i). Specifically, I&E alleges that on May 1, 2015 and May 9, 2015, Nasser Limousine transported passengers in limousine service for compensation between points in Luzerne County, Pennsylvania, which is outside its certificated service territory, under the name of Best Rate Rent-A-Car LLC ("Best Rate Rent-A-Car"). John C. Nasser is the president and sole member of Best Rate Rent-A-Car and such entity does

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<sup>1</sup> On July 30, 2015, the Commission received payment from Nasser Limousine in the amount of \$500, which constitutes payment of the outstanding civil penalty in this matter.



not have authority from the Commission to provide passenger transportation service to the public for compensation.

Lastly, I&E alleges that the vehicle operated by Nasser Limousine on May 1, 2015 and May 9, 2015 was a 2006 Chrysler 300 Limousine. Nasser Limousine did not obtain a Certificate of Waiver of Vehicle Age Requirements (“Waiver”) from the Commission for such vehicle. Therefore, I&E alleges that Nasser Limousine violated Section 29.333(e) of the Commission’s regulations, 52 Pa. Code § 29.333(e)<sup>2</sup> by operating a limousine vehicle that was more than eight (8) model years old without first obtaining a Waiver from the Commission.

Through this settlement, Nasser Limousine has agreed to make several modifications to its business operations that are designed to comply with the Public Utility Code and Commission regulations. As referenced above, Nasser Limousine made payment of the outstanding civil penalty at Docket No. C-2015-2461513 on July 30, 2015. Further, Nasser Limousine has agreed to submit an Application with the Commission seeking the additional right to begin to transport, as a common carrier by motor vehicle, persons in limousine service between points within, *inter alia*, Luzerne County, Pennsylvania. Nasser Limousine has also agreed to refrain from transporting persons in limousine service for compensation outside its certificated service territory without first obtaining approval from the Commission for such service as required by 66 Pa.C.S. § 1102(a)(1)(i)

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<sup>2</sup> Section 29.333(e) of the Commission’s regulations, 52 Pa. Code § 29.333(e), was repealed by 52 Pa. Code § 29.333(d), which went into effect on January 19, 2016. However, at the time I&E filed its Complaint in the present matter, 52 Pa. Code § 29.333(e) was currently in force.

and acknowledges that the failure to do so may result in civil penalties, suspension of its operating rights, and/or cancellation of its Certificate.

### III. TERMS OF SETTLEMENT

I&E requests that the Commission approve the terms of the Settlement. Under the terms of the Settlement, Nasser Limousine has agreed as follows:

- A. Nasser Limousine will pay a civil penalty in the amount of fourteen thousand dollars (\$14,000).
- B. Within thirty (30) days of the date of entry of the Commission's Opinion and Order approving the Settlement Agreement, said payment shall be made by certified check or money order, made payable to the "Commonwealth of Pennsylvania," and shall be sent to:  
  

Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265
- C. Within forty-five (45) days of the date of entry of the Commission's Opinion and Order approving the Settlement Agreement, Nasser Limousine will submit an Application with the Commission seeking the additional right to begin to transport, as a common carrier by motor vehicle, persons in limousine service between points within, *inter alia*, Luzerne County, Pennsylvania.
- D. I&E will not oppose Nasser Limousine's Application to extend its service territory provided that Nasser Limousine complies with the terms and conditions of this Settlement Agreement.
- E. Nasser Limousine agrees to cease providing any further unauthorized intrastate transportation service for compensation between points in Pennsylvania pending the Commission's approval of Nasser Limousine's Application to extend its service territory.
- F. By entering into this Settlement Agreement, John C. Nasser certifies that he fully understands the requirements of the Commission that are applicable to Nasser Limousine as a motor carrier of passengers and that the failure to

comply with the Commission's requirements may result in civil penalties, suspension of Nasser Limousine's operating rights, and/or cancellation of Nasser Limousine's Certificate. John C. Nasser also acknowledges that this certification is made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

- G. Nasser Limousine agrees to timely file all assessment reports with the Commission going forward as required by 66 Pa.C.S. § 510(b) and acknowledges that the failure to do so may result in civil penalties, suspension of its operating rights, and/or cancellation of its Certificate.
- H. Nasser Limousine agrees to timely pay all assessments to the Commission going forward as required by 66 Pa.C.S. § 510(c) and acknowledges that the failure to do so may result in civil penalties, suspension of its operating rights, and/or cancellation of its Certificate.
- I. Nasser Limousine agrees to timely file evidence of insurance with the Commission as required by 66 Pa.C.S. § 512 and 52 Pa. Code §§ 32.2(c) and 32.11(a) and acknowledges that the failure to do so may result in civil penalties, suspension of its operating rights, and/or cancellation of its Certificate.
- J. Nasser Limousine agrees to refrain from transporting persons in limousine service for compensation outside its certificated service territory without first obtaining approval from the Commission for such service as required by 66 Pa.C.S. § 1102(a)(1)(i) and acknowledges that the failure to do so may result in civil penalties, suspension of its operating rights, and/or cancellation of its Certificate.

#### **IV. FACTORS UNDER THE COMMISSION'S POLICY STATEMENT**

It is the Commission's policy to promote settlements. *See* 52 Pa. Code § 5.231.

Settlements lessen the time and expense that the parties must expend litigating a case and, at the same time, conserve precious administrative resources. Settlement results are often preferable to those achieved at the conclusion of a fully litigated proceeding. In order to accept a settlement, the Commission must first determine that the proposed terms and

conditions are in the public interest. *See Pennsylvania Public Utility Commission v. Philadelphia Gas Works*, Docket No. M-00031768 (Order entered January 7, 2004).

I&E submits that approval of the Settlement in this matter is consistent with the Commission's Policy for Litigated and Settled Proceedings Involving Violations of the Code and Commission Regulations ("Policy Statement"), 52 Pa. Code § 69.1201; *See also Joseph A. Rosi v. Bell-Atlantic Pennsylvania, Inc.*, Docket No. C-00992409 (Order entered March 16, 2000). The Commission's Policy Statement sets forth ten factors that the Commission may consider in evaluating whether a civil penalty for violating a Commission order, regulation, or statute is appropriate, as well as whether a proposed settlement for a violation is reasonable and in the public interest. 52 Pa. Code § 69.1201.

These factors are: (i) Whether the conduct at issue was of a serious nature; (ii) Whether the resulting consequences of the conduct at issue were of a serious nature; (iii) Whether the conduct at issue was deemed intentional or negligent; (iv) Whether the regulated entity made efforts to modify internal policies and procedures to address the conduct at issue and prevent similar conduct in the future; (v) The number of customers affected and the duration of the violation; (vi) The compliance history of the regulated entity that committed the violation; (vii) Whether the regulated entity cooperated with the Commission's investigation; (viii) The amount of the civil penalty or fine necessary to deter future violations; (ix) Past Commission decisions in similar situations; and (x) Other relevant factors. 52 Pa. Code § 69.1201(c).

The Commission will not apply the standards as strictly in settled cases as in litigated cases. 52 Pa. Code § 69.1201(b). While many of the same factors may still be considered, in settled cases, the parties “will be afforded flexibility in reaching amicable resolutions to complaints and other matters so long as the settlement is in the public interest.” 52 Pa. Code § 69.1201(b).

The first factor considers whether the conduct at issue was of a serious nature, such as willful fraud or misrepresentation, and, if so, whether the conduct may warrant a higher penalty. I&E alleges that Nasser Limousine failed to timely pay a civil penalty in the amount of \$500 that it was ordered to pay by the Commission on or before May 4, 2015. I&E submits that this conduct is serious because Nasser Limousine was in violation of the Commission’s order at Docket No. C-2015-2461513 from May 4, 2015 until July 30, 2015, which is the date that Nasser paid the outstanding civil penalty. Additionally, I&E alleges that Nasser Limousine transported persons in limousine service for compensation outside its certificated service territory in violation of 66 Pa.C.S. § 1102(a)(1)(i). I&E submits that this conduct is serious because Nasser Limousine should be aware of its certificated service territory pursuant to its Certificate. Nasser Limousine was also previously prosecuted for the same violation, so it should have known that such conduct did not comply with the Code. Further, I&E alleges that Nasser Limousine operated overaged vehicles without first obtaining a Waiver from the Commission pursuant to 52 Pa. Code § 29.333(e). Although Nasser Limousine operated a limousine vehicle that was nine model years old, I&E submits that this conduct should

be deemed a minor infraction as the vehicle was one model year beyond the approved vehicle age limit and as limousines tend to accumulate mileage and incur wear and tear at a slower rate than for example, taxis, the use of older limousines generally does not invoke the same kind of safety and reliability concerns that older taxis would.

The second factor considered is whether the resulting consequences of the conduct in question were of a serious nature. When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty. 52 Pa. Code § 69.1201(c)(2). I&E alleges that the consequence of Nasser Limousine's conduct did not have lasting consequences. Further, no one was physically harmed and no property was damaged.

The third factor considers whether the conduct at issue was deemed intentional or negligent. This factor is only to be considered when evaluating litigated cases. 52 Pa. Code § 69.1201(c)(3). Therefore, this factor does not apply to the present case because this proceeding is a settled matter.

The fourth factor to be considered is whether Nasser Limousine made efforts to modify internal policies and procedures to address the alleged conduct at issue and to prevent similar conduct in the future. As previously noted, Nasser Limousine made payment of the outstanding civil penalty at Docket No. C-2015-2461513 on July 30, 2015. Further, Nasser Limousine has agreed to submit an Application with the Commission seeking the additional right to begin to transport, as a common carrier by motor vehicle, persons in limousine service between points within, *inter alia*, Luzerne

County, Pennsylvania. In addition, Nasser Limousine has agreed to refrain from transporting persons in limousine service for compensation outside its certificated service territory without first obtaining approval from the Commission for such service as required by Section 1102(a)(1)(i) of the Code, 66 Pa.C.S. § 1102(a)(1)(i) and acknowledges that the failure to do so may result in civil penalties, suspension of its operating rights, and/or cancellation of its Certificate.

The fifth factor considers the number of customers affected and the duration of the violation. I&E alleges that Nasser Limousine's conduct in failing to timely pay the civil penalty impacted the Commission and no customers were affected. As Nasser Limousine was ordered to pay the civil penalty on or before May 4, 2015 and did not make payment until July 30, 2015, the duration of this violation lasted for 87 days. I&E submits that Nasser Limousine's conduct in transporting persons in limousine service for compensation outside its certificated service territory occurred twice and the customers involved did not complain about Nasser Limousine's service. Additionally, the duration of Nasser Limousine's violation was brief. Lastly, I&E submits that Nasser Limousine's conduct in operating an overaged limousine vehicle occurred twice and the customers involved did not complain about Nasser Limousine's service. Furthermore, the duration of Nasser Limousine's violation was brief.

The sixth factor considers the compliance history of the company. Since becoming certificated in 2005, the Commission has found Nasser Limousine to be in violation of the Public Utility Code and/or the Commission's regulations on six (6) prior

occasions.<sup>3</sup> Some of the violations involved minor infractions such as providing passenger transportation service for compensation in an overaged vehicle and failing to file a vehicle list with the Commission. Some infractions were more serious, such as transporting persons in limousine service for compensation outside its certificated service territory, offering service of a different nature than that authorized by the Commission, failing to maintain evidence of insurance on file with the Commission, and charging rates different from its filed tariff with the Commission. Of relevance in the instant case is Nasser Limousine transporting persons in limousine service for compensation outside its certificated service territory in violation of Section 1102(a)(1)(i) of the Code, 66 Pa.C.S. § 1102(a)(1)(i) and Nasser Limousine providing passenger transportation service for compensation in an overaged vehicle in violation of Section 29.333(e) of the Commission's regulations, 52 Pa. Code § 29.333(e). Nasser Limousine was found to be in violation of 66 Pa.C.S. § 1102(a)(1)(i) on three (3) prior occasions in Docket Nos. C-2013-2350116, C-2015-2461513, and C-2015-2468725. Nasser Limousine was found to be in violation of 52 Pa. Code § 29.333(e) on one prior occasion at Docket No. C-2015-2501651. Nasser Limousine's compliance history was considered by I&E in reaching the civil penalty in this Agreement. The instant civil penalty is the largest to be imposed upon Nasser Limousine and is designed to deter it from committing future violations of the Code and/or Commission regulations.

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<sup>3</sup> These cases are docketed as follows: C-2011-2271078, C-2013-2350116, C-2015-2461513, C-2015-2468725, C-2015-2485631, and C-2015-2501651.



The seventh factor to be considered is whether the regulated entity cooperated with the Commission's investigation. Nasser Limousine cooperated with counsel for I&E throughout the settlement process.

The eighth factor is the amount of the civil penalty or fine necessary to deter future violations. I&E submits that a civil penalty in the amount of \$14,000 is substantial and sufficient to deter Nasser Limousine from committing future violations, especially when considering that this is the largest civil penalty to be imposed on Nasser Limousine and that such civil penalty is designed to deter Nasser Limousine from committing future violations of the Code and/or Commission regulations.

The ninth factor examines past Commission decisions in similar situations. I&E submits that the scope of the conduct complained of in this proceeding, when viewed as a whole, is unique and unlike other complaint proceedings involving motor carriers as it involves an alleged ongoing violation of a Commission order and alleged violations of the Code and the Commission's regulations. However, in looking at the relevant factors that are comparable to other incidents, such as the allegations at issue here and comparing the allegations to the relief provided in the Settlement – specifically, a civil penalty – this Settlement is consistent with past Commission actions and presents a fair and reasonable outcome.

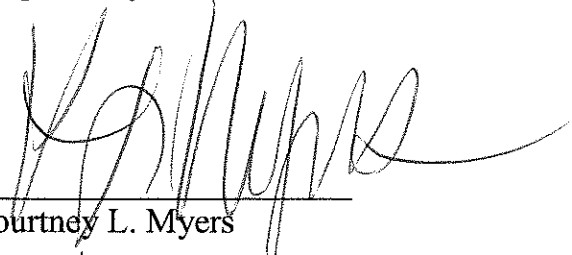
The parties submit that an additional relevant factor – whether the case was settled or litigated – is of pivotal importance to this Settlement Agreement. A settlement avoids the necessity for the prosecuting agency to prove elements of each allegation. In return,

the opposing party in a settlement agrees to a lesser fine or penalty. Both parties negotiate from their initial litigation positions. The fines, penalties and other remedial actions resulting from a fully litigated proceeding are difficult to predict and can differ from those that result from a settlement. Reasonable settlement terms can represent economic and programmatic compromise, but allow the parties to move forward and to focus on implementing the agreed upon remedial actions.

I&E and Nasser Limousine fully support the terms and conditions of this Settlement Agreement. The foregoing terms of this Agreement reflect a carefully balanced compromise of the interests of the parties in this proceeding. The parties believe that approval of this Settlement Agreement is in the public interest. Acceptance of this Settlement Agreement avoids the necessity of further administrative and potential appellate proceedings at what would have been a substantial cost to the parties.

**WHEREFORE**, the Bureau of Investigation and Enforcement of the Pennsylvania Public Utility Commission fully supports the Settlement Agreement and respectfully requests that the Commission adopt an order approving the terms and conditions of this Settlement Agreement in its entirety.

Respectfully submitted,



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Kourtney L. Myers  
Prosecutor  
PA Attorney ID No. 316494

Pennsylvania Public Utility Commission  
Bureau of Investigation and Enforcement  
P.O. Box 3265  
Harrisburg, PA 17105-3265  
[komyers@pa.gov](mailto:komyers@pa.gov)

Dated: June 20, 2016

# **APPENDIX B**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
v.	:	Docket No. C-2015-2488425
Nasser Limousine, LLC,	:	
Respondent	:	

**STATEMENT OF NASSER LIMOUSINE  
IN SUPPORT OF THE  
JOINT SETTLEMENT PETITION**

Introduction

On or about June 19, 2015, the Pennsylvania Public Utility Commission's ("Commission") Bureau of Investigation and Enforcement ("I&E") filed a complaint against Nasser Limousine, LLC ("Nasser Limo") at the above-referenced docket. After receiving an extension of time, Nasser Limo filed an answer and new matter to the complaint on or about July 16, 2015.

Pursuant to the Commission's policy of encouraging settlements, I&E, through counsel, and Nasser Limo, through counsel, engaged in extensive arms-length negotiations to reach an agreed-to resolution of the complaint. 52 Pa. Code § 5.231. That resolution is contained within the Joint Settlement Petition to which this statement of support is attached.

The Settlement

The Joint Settlement Petition sets forth a list of the issues which were involved in the complaint and which were resolved through the negotiation process. The resolution reported in the Joint Settlement Petition represents a compromise of both parties' positions and represents a fair and reasonable resolution of the complaint. The resolution addresses prior behavior as alleged in the complaint and future service of Nasser Limo. Nasser Limo posits that the resolution reported in the Joint Settlement Petition is in the public interest as it effectively addresses the issues that

were subject of the complaint, addresses future service, and avoids the time and expense of litigation. This litigation avoidance also saves the valuable judicial resources of the Commission's Office of Administrative Law Judge.

Nasser Limo posits that the resolution reported in the Joint Settlement Petition is in accord with the Commission's policy statement contained at 52 Pa. Code § 69.1201, which sets forth factors and standards for evaluating settled proceedings involving violations of the Public Utility Code and Commission regulations. One of those factors which should be highlighted is whether the regulated utility made efforts to address the conduct at issue and prevent similar conduct in the future. In that vein, it should be noted that Nasser Limo has paid its outstanding civil penalties (Joint Settlement Petition, fns. 3-6), and that Joint Settlement Petition addresses future service issues (Joint Settlement Petition, ¶ 32(c), (e), (f), (g), (h), (i), and (j)).

Conclusion

WHEREFORE, for the reasons set forth in Joint Settlement Petition, as well as the factors which are highlighted in this statement, Nasser Limousine, LLC supports the proposed Joint Settlement Petition and respectfully requests that the Commission approve the Joint Settlement Petition in its entirety and without modification.

Respectfully submitted,



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D. Troy Sellars (PA ID #210302)  
Cozen O'Connor  
17 North Second Street, Suite 1410  
Harrisburg, PA 17101  
Telephone: (717) 703-5892  
Facsimile: (215) 989-4216  
E-mail: tsellars@cozen.com

Dated: 6/17/16

Pennsylvania Public Utility Commission  
Bureau of Investigation and Enforcement

v.

Nasser Limousine, LLC

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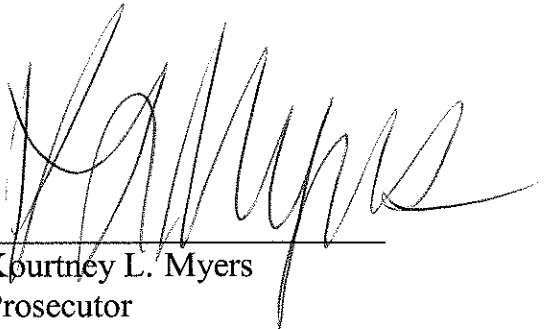
Docket No. C-2015-2488425

### CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

#### Notification by First Class Mail and Electronic Mail:

D. Troy Sellars, Esquire  
Cozen O'Connor  
17 North 2<sup>nd</sup> Street, Suite 1410  
Harrisburg, PA 17101



Kourtney L. Myers  
Prosecutor  
PA Attorney ID No. 316494

Pennsylvania Public Utility Commission  
Bureau of Investigation and Enforcement  
P.O. Box 3265  
Harrisburg, PA 17105-3265  
717.705.4366  
[komyers@pa.gov](mailto:komyers@pa.gov)

Dated: June 20, 2016