

**COMMONWEALTH OF PENNSYLVANIA  
BEFORE THE PENNSYLVANIA PUBLIC  
UTILITY COMMISSION**

In the Matter of:	)	
	)	
ROBERT SARVER,	)	
	)	
	)	Complaint Docket
Complainant	)	No.: C-2014-2444541
	)	
vs.	)	
	)	
BARNES PROFESSIONAL	)	
LIMOUSINE SERVICE LLC,	)	
	)	
Respondent	)	

**EXCEPTIONS OF BARNES PROFESSIONAL LIMOUSINE SERVICE LLC -  
RESPONDENT**

AND NOW, comes Joshua S. Licata, Esquire, and Hal K. Waldman and Associates, who hereby respectfully files these Exceptions on behalf of Respondent, Barnes Professional Limousine Service LLC, in the above-captioned case.

1. The Administrative law judge did not specify which part of the code that Respondent had violated. Paragraph number five (5) of the Judge’s Order states that Respondent is “directed to cease and desist from further violations of the Public Utility Code, 66 Pa.C.S.A. §§ 101, *et seq.*, and the regulations of the Commission, 52 Pa.Code §§ 1.1, *et seq.*” *Administrative Law Judge’s Opinion*, page 17. This range of violations encompasses hundreds of different regulations. Respondent is entitled to know exactly which part of 66 Pa.C.S.A. §§ 101, *et seq.* and 52 Pa.Code §§ 1.1, *et seq.* it violated.
2. Paragraph nine (9) of the Judge’s Findings of Fact is hearsay not within any exception, and, thus, is inadmissible evidence. Hearsay is an out of court statement offered to prove the truth of the matter asserted. Pa.R.E. 801(c). Complainant did not provide any

witnesses to sustain his burden of proof, and, as such, utilized self-serving hearsay evidence to attempt to carry his burden. Thus, paragraph nine (9) of the Judge's Finding of Fact is inadmissible evidence and must be stricken from the record. *Administrative Law Judge's Opinion*, page 4.

3. Paragraph ten (10) of the Judge's Findings of Fact is hearsay not within any exception, and, thus, is inadmissible evidence. Hearsay is an out of court statement offered to prove the truth of the matter asserted. Pa.R.E. 801(c). Complainant did not provide any witnesses to sustain his burden of proof, and, as such, utilized self-serving hearsay evidence to attempt to carry his burden. Furthermore, Complainant did not add the information contained in paragraph ten (10) to his initial Complaint, which gave Respondent no time to prepare for such evidence. Furthermore, Complainant never notified Respondent that two individuals had become ill during the incident at-issue and Respondent never billed the Complainant for such clean up services, nor did it have to clean vomit out of the at-issue charter bus. Thus, paragraph ten (10) of the Judge's Finding of Fact is inadmissible evidence and must be stricken from the record. *Administrative Law Judge's Opinion*, page 4.

4. Paragraph eleven (11) of the Judge's Findings of Fact is hearsay not within any exception, and, thus, is inadmissible evidence. Hearsay is an out of court statement offered to prove the truth of the matter asserted. Pa.R.E. 801(c). Complainant did not provide any witnesses to sustain his burden of proof, and, as such, utilized self-serving hearsay evidence to attempt to carry his burden. Thus, paragraph eleven (11) of the Judge's Finding of Fact is inadmissible evidence and must be stricken from the record. *Administrative Law Judge's Opinion*, page 4.

5. Paragraph twelve (12) of the Judge's Findings of Fact is hearsay not within any exception, and, thus, is inadmissible evidence. Hearsay is an out of court statement offered to prove the truth of the matter asserted. Pa.R.E. 801(c). Complainant did not provide any witnesses to sustain his burden of proof, and, as such, utilized self-serving hearsay evidence to attempt to carry his burden. Thus, paragraph twelve (12) of the Judge's Finding of Fact is inadmissible evidence and must be stricken from the record. *Administrative Law Judge's Opinion*, page 5.
6. Under the heading "Request for Refund," The Judge stated, "Respondent should not have received compensation in exchange for providing a service which resulted in two individuals becoming violently ill due to the extreme temperature conditions inside Respondent's vehicle, which hot condition was known to Respondent and/or Respondent's agent before the trip left for pickup location." *Administrative Law Judge's Opinion*, page 10. Aside from the fact that the two individuals becoming "violently ill" is based on self-serving hearsay evidence, there was no Finding of Fact that suggested Respondent or Respondent's agent knew about the hot condition before the trip left for the pickup location. Furthermore, the only Finding of Fact remotely related to this assertion is that Respondent's driver indicated to Complainant that the air conditioner on the particular charter bus malfunctioned on previous occasions. *Administrative Law Judge's Opinion*, page 4, ¶11.

Moreover, Respondent testified that he performs a pre-trip inspection before every trip, including safety inspections and the air conditioning system. (Tr. 52-53). None of these facts indicate that Respondent knowingly sent out a charter bus with only one of two air conditioning units functioning. To the contrary, it demonstrates that Respondent was

meticulous in making sure his vehicles conformed to safety standards, and that the air conditioning units were functioning. There is no evidence that Respondent sent his charter bus to Complainant knowing that one of two air conditioners was not working.

In fact, under the section of the Opinion titled “Review of Factors under 52 Pa.Code § 69.1201(c)” the judge states that “I find it more believable that the 13 year old limo bus was operating sufficiently well when it left Respondent’s garage in Erie on August 30, 2014 and began malfunctioning due to the heat of the day. There is no reliable or credible evidence Respondent knew the air conditioning would break down on a hot day. Thus, I conclude the conduct was not [sic] negligent and conclude the criterion justifies mitigating against a higher penalty.” *Administrative Law Judge’s Opinion*, page 11. In essence, in one section of the Opinion, the Court found that Respondent dispatched the vehicle knowing the air conditioning was not working, while in another section of the Opinion, the Court says that Respondent did not know the air conditioning was malfunctioning.

Thus, although Respondent was not afforded the right to know the specific statutes and regulations it violated, it cannot be maintained that he knowingly violated any such statute or regulation.

7. Under “Review of Factors under 52 Pa.Code § 69.1201(c)” the judge again relies on inadmissible hearsay evidence in reaching her conclusions as to the factors enumerated. Furthermore, the title of this section of the Pa code is titled “General Orders, Policy Statements and Guidelines on Fixed Utilities.” The charter bus at-issue in this matter is not a “Fixed Utility,” and thus, these guidelines do not apply to this matter.

*Administrative Law Judge’s Opinion*, pages 11-12.

8. Under the title “Jurisdiction of Public Utility Commission” the Court completely dismisses Respondent’s argument based on no rule of law or case law. The Court simply states that 1) the federal law cited by Respondent does not define “charter bus.” Furthermore, the Court states that Respondent cited 52 Pa.Code § 1053.1, which applies only to the Philadelphia Parking Authority and is not relevant to this proceeding. The reason why Respondent cited to this section was that Complainant filed his Complaint with the Public Utility Commission based on the language of this section of the code, and he offered that section as an exhibit. Respondent should not be required to prepare for a proceeding involving any and all regulations and codes that could have possibly been violated as the proceeding progresses. Respondent was given a copy of a Complaint by the Complainant, and it prepared its defense based on that Complaint.

Furthermore, the Court states that Respondent acknowledged in 2009 the Commission’s jurisdiction over the specific vehicle in use herein when it sought and obtained the Commission’s permission to begin operation as a group and party carrier. While this statement is true to an extent, the Commission only has jurisdiction as far as insurance coverage and safety features. *See* P-00981458, The Transportation Equity Act for the 21st Century Pub. L. No. 105-178 (TEA Act). Nowhere in any applicable regulations does it require a bus capable of carrying 16 or more passengers to have air conditioning. To prevent reiterating this jurisdiction issue, Respondent’s Motion to Dismiss is attached hereto as Exhibit “A.”

Next, the Court seems to place legal weight on the fact that Respondent referred to the at-issue vehicle as a “limo bus” throughout the proceedings and out to the public.

*Administrative Law Judge’s Opinion*, page 14. The Court cites no rule of law or case law

that suggests that using a term in a proceeding somehow changes its legal classification under the eyes of the law, because it does not. The term “limo bus” is only used for the sake of ease of communication. Requiring Respondent to always refer to its buses as “group and party carriers” or “charter buses” is impractical and not required by any law or regulation.

Moreover, the Court then states that it should be noted that Respondent never provided proof of its Motor Carrier Safety Administration (MCSA) or the United States Department of Transportation (USDOT) applicant numbers. *Administrative Law Judge’s Opinion*, page 14-15. As stated above, the burden of proof is on the Complainant.

Respondent is under no obligation to provide proof of anything. In effect, the Court took an adverse inference based on the Respondent’s lack of proof of these two items, which is almost exclusively reserved for the destruction or spoliation of evidence or in the case where a party procures a witness’s unavailability.

Lastly, the Court placed great weight on the fact that two (2) persons became ill as a result of the heat inside the at-issue vehicle. *Administrative Law Judge’s Opinion*, page 15. Again, this evidence of two persons becoming ill was based on self-serving hearsay evidence and is inadmissible, and was a material fact not alleged in the Complaint.

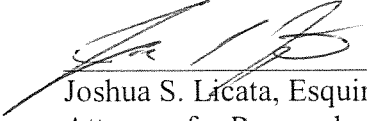
Secondly, the fact that two people became ill as a result of heat does not change the fact that the applicable regulations do not require air conditioning for the vehicle at-issue. *See* Exhibit “A.” If the applicable law does not list air conditioning as a safety feature, then it is not a safety feature and the Public Utility Commission does not have the authority to levy damages or penalties based on the unpredicted malfunction of one of two air

conditioners. *See* P-00981458, The Transportation Equity Act for the 21st Century Pub. L. No. 105-178 (TEA Act).

9. Although Respondent is still unsure exactly which law or regulation it violated, according to the Court, it is clear that Complainant did not carry his burden of establishing by a preponderance of the evidence that Respondent “[o]wner knowingly dispatched a 26 passenger limo bus on an 88 degree day – without working air conditioning or operable window. He knew in advance it was an elderly crowd celebrating a 90<sup>th</sup> birthday. . .” *Complainant’s Complaint*, attached hereto as Exhibit “B.” Assuming, *arguendo*, that Complainant’s self-serving hearsay evidence is to be taken as credible, Complainant still failed to show that Respondent dispatched its bus knowing that one of two air conditioning units was not functioning properly, and the Court agreed. *Administrative Law Judge’s Opinion*, page 11.

WHEREFORE, Respondent respectfully requests that this matter be dismissed with prejudice, and all money damage awards and penalties be vacated.

Respectfully Submitted,

  
Joshua S. Licata, Esquire  
Attorney for Respondent

CERTIFICATE OF SERVICE


I hereby certify that above Brief in Support of Respondent's Motion to Dismiss has been served upon the following parties, via First Class Mail, Postage Pre-paid, or appropriate eService on this 30th day of March, 2015:

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

Robert Sarver  
340 Graham Road  
Wexford, PA 15090  
*Complainant*

Matt Barnes T/ A Barnes Professional Limousine Service  
3850 Walker Boulevard  
Erie, PA 16509  
*Respondent*

Respectfully submitted,

By:   
Joshua S. Licata, Esquire  
Attorney for Respondent  
Fox Chapel Professional Building  
1326 Freeport Road, Suite 100  
Pittsburgh, PA 15238  
(412) 338-1000



COMMONWEALTH OF PENNSYLVANIA  
BEFORE THE PENNSYLVANIA PUBLIC  
UTILITY COMMISSION

In the Matter of: )  
)  
ROBERT SARVER, )  
)  
)  
) Complainant ) Complaint Docket  
) No.: C-2014-2444541  
)  
vs. )  
)  
)  
BARNES PROFESSIONAL )  
LIMOUSINE SERVICE LLC, )  
)  
) Respondent )

**BRIEF IN SUPPORT OF RESPONDENT’S MOTION TO DISMISS**

AND NOW, comes Joshua S. Licata, Esquire, and Hal K. Waldman and Associates, who hereby respectfully files this Brief in Support of Respondent’s Motion to Dismiss on behalf of Respondent, Barnes Professional Limousine Service LLC, in the above-captioned case.

**STATEMENT OF THE CASE**

Complainant, Robert Sarver, and Respondent, Barnes Professional Limousine Service LLC agreed that on August 30, 2014, Respondent would provide a 26 passenger party bus from 5 p.m. to 9 p.m. for Complainant’s mother’s birthday celebration. *Walton Point Production Contract*, attached hereto as **Exhibit 1**.

After all services were rendered, Complainant filed a Complaint with the Pennsylvania Public Utility Commission alleging that “[o]wner knowingly dispatched a 26 passenger limo bus on an 88 degree day - without working air conditioning or operable

window. He knew in advance it was an elderly crowd celebrating a 90<sup>th</sup> birthday. . .”

*Complainant’s Complaint*, attached hereto as **Exhibit 2**. Complainant requested a refund of the original charge of \$1,005.94 plus \$132.50 for a “service that did not apply,” a safety inspection of Respondent’s party bus and any other penalties the PUC has the authority to assess.

### **Exhibit 2.**

Respondent denied Complainant’s claims and an evidentiary hearing was held on January 20, 2015. Just prior to the hearing, Respondent filed a Motion to Dismiss, alleging that the PUC lacked jurisdiction over this matter. Judge Katrina Dunderdale, in considering Respondent’s Motion to Dismiss, permitted Respondent to write a brief supporting its position that the PUC lacks subject matter jurisdiction over this matter.

### **ISSUES**

- 1. Is the at-issue 26 passenger party bus a “bus”, “charter bus” or “charter bus transportation” as defined under the Code of Federal Regulations, and not a “luxury limousine” as defined under the Pennsylvania Code?**

*Suggested Answer: YES*

- 2. Is Complainant’s complaint of alleged malfunctioning air conditioning not a safety feature, and, thus, precluding the Pennsylvania Public Utility Commission’s jurisdiction over Complainant’s claim?**

*Suggested Answer: YES*

### **SUMMARY OF THE ARGUMENT**

The at-issue 26 passenger party bus is not a “luxury limousine” as defined under the Pennsylvania Code, but rather a “bus”, “charter bus” or “charter bus transportation” as defined under the Code of Federal Regulations. As such, the Pennsylvania Public Utility

Commission only has the authority to enforce safety regulations or the amount of insurance coverage a bus must carry.

The rules of statutory interpretation dictate that air conditioning is not a safety feature. Nowhere in the Pennsylvania Code or Code of Federal Regulations does the legislator require a bus, charter bus or charter bus transportation to have air conditioning, or refer to air conditioning as a safety feature. Because air conditioning is not a safety feature as defined under the applicable law, the PUC does not have jurisdiction to enforce Complainant's claim of an allegedly malfunctioning air conditioning system. Moreover, Complainant's complaint of inoperable windows is without merit as a "bus" is required to have windows that are operable during emergencies only, which the at-issue windows were.

Thus, the PUC does not have subject matter jurisdiction over Complainant's claim and it must be dismissed without prejudice.

## ARGUMENT

### **A. The at-issue 26 passenger party bus is not a "luxury limousine" as defined under the Pennsylvania Code, but rather a "bus", "charter bus" or "charter bus transportation" as defined under the Code of Federal Regulations.**

Under law P-00981458, The Transportation Equity Act for the 21st Century Pub. L. No. 105-178 (TEA Act), the PUC only has the authority to promulgate and enforce rules and regulations regarding proper safety and insurance guidelines for "group and party carriers" of 16 or more passengers. Moreover, the TEA Act, *inter alia*, modified 49 U.S.C.A. § 14501 by preempting State regulation relating to the authority to provide intrastate or interstate charter bus transportation. *Section 4016, TEA Act.* Section 4016 of the TEA Act reads in pertinent part:

**SEC. 4016. AUTHORITY OVER CHARTER BUS TRANSPORTATION.**

Section 14501(a) is amended to read as follows:

“(a) MOTOR CARRIERS OF PASSENGERS. —

“(1) LIMITATION ON STATE LAW. — No State or political subdivision thereof and no interstate agency or other political agency of 2 or more States shall enact or enforce any law, rule, regulation, standard, or other provision having the force and effect of law relating to —

“(A) scheduling of interstate or intrastate transportation (including discontinuance or reduction in the level of service) provided by a motor carrier of passengers subject to jurisdiction under subchapter I of chapter 135 of this title on an interstate route;

“(B) the implementation of any change in the rates for such transportation or for any charter transportation except to the extent that notice, not in excess of 30 days, of changes in schedules may be required; or

“(C) the authority to provide intrastate or interstate charter bus transportation. This paragraph shall not apply to intrastate commuter bus operations.

“(2) MATTERS NOT COVERED. — Paragraph (1) shall not restrict the safety regulatory authority of a State with respect to motor vehicles, the authority of a State to impose highway route controls or limitations based on the size or weight of the motor vehicle, or the authority of a State to regulate carriers with regard to minimum amounts of financial responsibility relating to insurance requirements and self-insurance authorization.”.

The Tea Act does not preempt state regulation regarding safety regulatory authority, the authority to impose highway route controls or limitations or the state’s ability to regulate the amount of insurance to be carried.

While the TEA Act fails to define “bus,” applicable federal regulations define “[c]harter transportation” as “transportation, using a bus, of a group of persons who pursuant to a common purpose, under a single contract, at a fixed charge for the motor vehicle, have

acquired the exclusive use of the motor vehicle to travel together under an itinerary either specified in advance or modified after having left the place of origin.” 49 C.F.R. § 390.5. This section also defines “bus” as “any motor vehicle designed, constructed, and or used for the transportation of passengers, including taxicabs.” *Id.* Furthermore, “charter bus transportation” is limited to group and party service provided in vehicles with seating capabilities of 16 or more passengers, including the driver. *See Regency Transp. Grp., Ltd. v. Pennsylvania Pub. Util. Comm'n*, 44 A.3d 107, 112 (Pa. Commw. Ct. 2012) (citing *Regulation of Group and Party Carriers*, 29 Pa. Bull. 515 (January 22, 1999)).

Moreover, the Pennsylvania Code defines types of limousine service as follows:

**§ 1053.1. Standard classifications of limousine service.**

(a) The Authority will issue limousine certificates for the several standard classifications of service identified in this chapter. One limousine certificate will permit only one classification of limousine service.

(b) The following standard classification of types of limousine service is adopted, and the following are hereby recognized as standard classifications of limousine service:

- (1) *Luxury limousine service.* The Authority will issue two separate certificates of public convenience for luxury limousine service, as follows:
  - (i) Local, nonscheduled common carrier by motor vehicle service for passengers rendered in luxury-type vehicles, as provided in § 1053.23 (relating to vehicle and equipment requirements), on an exclusive basis which is arranged for in advance. If the classification of limousine service does not strictly meet the classifications provided in paragraph (2) or (3), the service will be deemed luxury limousine service under this subparagraph.
  - (ii) Local, nonscheduled common carrier by motor vehicle service for passengers rendered in a vehicle capable of seating not less than 9 passengers including the driver and not more than 15 passengers,

including the driver, on an exclusive basis which is arranged for in advance. The driver of a limousine providing service under this subparagraph shall maintain a trip sheet as provided in § 1057.16 (relating to trip sheet requirements).

Complainant agreed with Respondent to rent a 26 passenger party bus exclusively for a group of persons pursuant to a common purpose, under a single contract, at a fixed charge in order to travel under an itinerary specified in advance or modified after leaving its place of origin. As such, the bus Complainant rented from Respondent could be considered “charter bus transportation” as defined under 49 C.F.R. § 390.5. Furthermore, federal case law, including precedent from the Pennsylvania Commission itself, holds that “charter bus” or “charter bus transportation” only includes vehicles with seating capabilities of 16 or more passengers. *Regency*, 44 A.3d at 112. Moreover, the rented bus also fits the definition of “bus” under the same section of the Code of Federal Regulations as the rented 26 passenger party bus was “designed, constructed, and or used for the transportation of passengers, including taxicabs.” *Id.*

Additionally, the bus that Complainant contracted for is not a luxury limousine as defined under the Pennsylvania Code and the applicable Code of Federal Regulations. It is clear that the Pennsylvania Code specifically defines limousines as “local, nonscheduled common carrier by motor vehicle service for passengers rendered in a vehicle capable of seating not less than 9 passengers including the driver and not more than 15 passengers, including the driver, on an exclusive basis which is arranged for in advance.” 52 Pa.Code § 1053.1 (emphasis added). Since the party bus at-issue is a 26 passenger bus, it falls outside the definition of luxury limousine service.

Since the party bus that Complainant rented was a 26 passenger bus and squarely fits the definition of “charter bus”, “charter bus transportation” or “bus” under the Code of Federal Regulations and clearly does not fit the definition of “luxury limousine service” under the Pennsylvania Code, federal law dictates what type of safety features must be present, including Complainant’s air conditioning claim.

**B. Complainant’s complaint of alleged malfunctioning air conditioning is not a safety feature, and, thus, the Pennsylvania Public Utility Commission does not have jurisdiction over Complainant’s claim.**

Complainant’s complaint of malfunctioning air conditioning on the at-issue party bus is an issue regarding quality of service, not safety or financial responsibility, which places Complainant’s claim outside the scope of the Pennsylvania Public Utility Commission’s jurisdiction.

While the federal Tea Act preempts the Pennsylvania PUC from enacting certain laws regarding bus transportation, it does not preempt the Commission from regulating safety and the amount of financial responsibility coverage for these types of vehicles. The Code of Federal Regulations enumerates the safety features required for charter bus transportation and other buses.

The goal when interpreting a statute is to determine the intent of Congress. *See White v. Lord Abbett & Co. LLC*, 553 F.3d 248, 255 (3d Cir.2009). “The role of the courts in interpreting a statute is to give effect to Congress's intent.” *Alston v. Countrywide Fin. Corp.*, 585 F.3d 753, 758–60 (3d Cir.2009) (quoting *United States v. Diallo*, 575 F.3d 252, 256 (3d Cir.2009)). In seeking to determine the intent of a statute, a court is bound to follow principles of statutory construction. *See In re J.E. Brenneman Co., Inc.*, 277 F.Supp.2d 518, 521 (E.D.Pa.2003).

It is presumed that Congress expresses its intent through the plain meaning of its language, and every exercise of statutory interpretation begins with an examination of the plain language. *Alston*, 585 F.3d at 759 (quoting *United States v. Diallo*, 575 F.3d 252, 256 (3d Cir.2009)). Thus, the necessary starting point in determining congressional intent is the language of the statute itself. *United States v. Whited*, 311 F.3d 259, 263–64 (3d Cir.2002). This plain meaning rule dictates that where the meaning of the relevant statutory language is clear, no further examination is required. *Abdul-Akbar v. McKelvie*, 239 F.3d 307, 313 (3d Cir.2001).

There is a hierarchal approach that courts must adhere to when construing a statute. First, the court if the language is clear and unambiguous. *Dobrek v. Phelan*, 419 F.3d 259, 263 (3d Cir. 2005). In order to be ambiguous, the disputed language must be “reasonably susceptible of different interpretations.” *Id.* at 264. The plain meaning approach requires a court to “read the statute in its ordinary and natural sense.” *Harvard Secured Liquidation Trust v. I.R.S. (In re Harvard Indus., Inc.)*, 568 F.3d 444, 451 (3d Cir.2009). If no ambiguity exists, then the plain meaning of the text is conclusive and the inquiry generally comes to an end. *Lawrence v. City of Phila., Pa.*, 527 F.3d 299, 316–17 (3d Cir.2008) (finding that the plain meaning of the text should be conclusive, except in the rare instance when the court determines that the plain meaning is ambiguous). If the statutory language appears to be unambiguous, a court must look beyond the plain language if literal interpretation leads to an absurd result, or would produce a result “demonstrably at odds with the intentions of the drafters.” *United States v. Ron Pair Enters., Inc.*, 489 U.S. 235, 242, 109 S.Ct. 1026, 103 L.Ed.2d 290 (1989). Lastly, it is not for the courts to add, by interpretation, to a statute, a requirement which the legislature did

not see fit to include. See *Olyphant Borough School District v. American Surety Co.*, 322 Pa. 22, 28, 184 A. 75, 758, 761 (1936).

Here, the plain meaning of the applicable Code of Federal Regulations are clear and unambiguous. 49 C.F.R. § 393 *et. al.* lays out the required safety features for motor vehicles defined under 49 C.F.R. § 390.5, which the party bus at issue is. Part 393 is titled “Parts and Accessories Necessary For Safe Operation.” Importantly, under these sections, air conditioning is not a requirement listed as a safety feature. Indeed many other safety features are listed, such as operable lamps, reflective devices, warning signals, power supplies, brake systems, heating, pressure systems, horn operation and many others.

The absence of an air conditioning requirement in the Code of Federal Regulations can only mean that air conditioning is not a safety requirement, rather, it falls more in line with quality of service. There is nothing in the plain language of the applicable regulations that is ambiguous as to require air conditioning in 26 passenger party buses, nor would excluding air conditioning as a requirement produce a result “demonstrably at odds with the intentions of the drafters.” See *Ron Pair Enters, Inc.*, 489 U.S. at 242. Indeed, the drafters of the Code specifically laid out many safety features that are required of such vehicles, and intentionally left out air conditioning, demonstrating its intent to eliminate air conditioning as a safety requirement for the vehicle at issue, and similar vehicles. It would be improper for a court to add this requirement to the current regulatory scheme. See *Olyphant Borough School District*, 184 A. at 761 (finding that it is not for the courts to add, by interpretation, to a statute, a requirement which the legislature did not see fit to include).

Since Complainant's air conditioning complaint is not required under the applicable law as a safety feature, the PUC does not have jurisdiction to enforce such a requirement.

Complainant claims that the vehicle did not have operable windows. In the charter limo bus rented by complainant, the windows do not roll up and down and are emergency exits only. All windows in the bus operate and can be opened in the event of an emergency, as required by the Code of Federal Regulations. 49 C.F.R. § 393.62. No emergency occurred during the rental period that would require the windows to be opened. As such, the windows are in proper working order for their intended use. The ability to roll up and down a window for ventilation is not a requirement for group and party vehicles, and, as such, Complainant's claim falls outside the scope of the Pennsylvania PUC's jurisdiction.

### **CONCLUSION**

Thus, since Complainant rented a party bus which had the capacity to carry 26 people, Complainant's claim is outside the scope of the PUC's jurisdiction and must be dismissed without prejudice. It is clear that the vehicle Complainant agreed to rent from Respondent was a "bus" or "charter bus transportation" as defined under the Pennsylvania Code and the applicable Code of Federal Regulations. Moreover, the alleged malfunctioning air conditioning system, the basis of Complainant's claim, is not a safety feature that would allow the PUC to enforce regulations. Because the basis of Complainant's claim is air conditioning and air conditioning falls outside of the scope of the PUC's regulatory authority, Complainant's claim is preempted by federal law and must be dismissed without prejudice.

WHEREFORE, for the reasons stated above, we ask that the PUC dismiss the Complainant's claims without prejudice due to the Pennsylvania Public Utility Commission's lack of jurisdiction over this matter.

Respectfully submitted:

By: 

Joshua S. Licata, Esquire  
Attorney for the Respondent

Hal K. Waldman & Associates  
Fox Chapel Professional Building  
1326 Freeport Road, Suite 100  
Pittsburgh, PA 15238  
Tel: (412) 338-1000  
Fax: (412) 963-6027  
PA ID #318783  
Email: [jlicata@waldmaninc.com](mailto:jlicata@waldmaninc.com)

COMMONWEALTH OF PENNSYLVANIA  
BEFORE THE PENNSYLVANIA PUBLIC  
UTILITY COMMISSION

In the Matter of: )  
)  
ROBERT SARVER, )  
)  
) Complainant ) Complaint Docket  
) No.: C-2014-2444541  
)  
vs. )  
)  
BARNES PROFESSIONAL )  
LIMOUSINE SERVICE LLC, )  
)  
) Respondent )

**ORDER OF COURT**

AND NOW, to wit, this \_\_\_\_\_ day of \_\_\_\_\_ 2015, it is hereby

ORDERED, ADJUDGED and DECREED that:

- a. Respondent's Motion to Dismiss is GRANTED.
- b. Complainant's claim is dismissed without prejudice, and this case is discontinued.

BY THE COURT:

\_\_\_\_\_  
J.

CERTIFICATE OF SERVICE

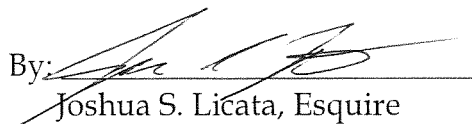
I hereby certify that above Brief in Support of Respondent's Motion to Dismiss has been served upon the following parties, via First Class Mail, Postage Pre-paid, or appropriate eService on this 30th day of March, 2015:

Katrina L. Dunderdale  
Administrative Law Judge  
Pennsylvania Public Utility Commission  
Office of Administrative Law Judge  
Piatt Place, Suite 220  
301 Fifth Avenue  
Pittsburgh, PA 15222

Robert Sarver  
340 Graham Road  
Wexford, PA 15090  
*Complainant*

Matt Barnes T/ A Barnes Professional Limousine Service  
3850 Walker Boulevard  
Erie, PA 16509  
*Respondent*

Respectfully submitted,

By:   
Joshua S. Licata, Esquire  
Attorney for the Respondent  
Fox Chapel Professional Building  
1326 Freeport Road, Suite 100  
Pittsburgh, PA 15238  
(412) 338-1000

# Walten Point Productions

Corporate Office:  
3850 Walker Blvd.  
Erie PA 16509

Erie PA (814) 449-0274 | DJBarnes.com  
Pittsburgh PA (412) 400-2563 | PittsburghDJLim.com

(COMPANY MAY VOID CONTRACT IF NOT RECEIVED BACK WITHIN 7 DAYS ONCE PRODUCED)

Date Contract Produced:

Date of Event: August 30, 14 Type of Event: 90<sup>th</sup> B-day

Pick-up Time: 5am Drop-off Time: 9pm

Purchaser Name: Bob Last: SERVER

Home Phone: \_\_\_\_\_ Mobile: (724) 766-1772

Work Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Pick-Up Address: 400 Brown Road

City: Martinsburg State: PA Zip: 15090

Final Destination Address: Same as above

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Your E-Mail Address: BobServer@comint.net

Credit Card Number: 4912 4153321 0640 Exp: 01/14

CVC Security number on the back of the card: 000 000 000

Please Circle one:  Cash  Card  Other

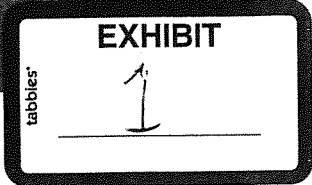
\*This card is valid on the date of the event and must be used to pay for the event. It is not valid for any other purpose. The card is not valid for any other purpose. The card is not valid for any other purpose.

Type of Event: 90<sup>th</sup> B-day

The purchaser hereby certifies that the information provided is true and correct. The purchaser is responsible for the accuracy of the information provided.

Purchaser Signature: [Signature]

Name of Purchaser: Bob Server



IS NO GUARANTEE THAT OVERTIME HOURS WILL BE AVAILABLE. PLEASE BE SURE THAT THE NUMBER OF HOURS YOU BOOK IS SUFFICIENT. IT IS ALWAYS BETTER TO BOOK FOR EXTRA TIME THAN NOT ENOUGH!

Deposit Required: \$ 1005.00 <sup>24</sup> Remainder Due 30 Days Prior To Your Event: \$ N/A

Please send all deposits and final payments to: **Barnes Limo  
3850 Walker Blvd  
Erie PA 16509**

1. In the case that illegal drugs are being used inside our vehicle your limousine ride will end immediately without any refund
2. NO SMOKING in the limo or you will be billed a minimum of \$400 - no underage drinking, your rental can be subject to termination in this event
3. If anyone urinates, vomits, or any other unusual bodily function takes place in the vehicle you will be charged a minimum of \$400 as a cleaning fee. If there is excessive soiling of the limo you will be billed an additional \$200 for an added cleanup charge.
4. Please be aware that due to the rising costs of fuel our company may add up to 10% surcharge to your total for cost of fuel
5. Customer will be billed \$400 they wish to have access to the bathroom on any of our vehicles Bathroom  YES  NO
6. We can not guarantee that every electronic will be working in the vehicle. If something stops working or is not working correctly there will be no compensation to the customer
7. Limos do not cool like regular vehicles please book one that is rated for more people then will be in your party especially weddings

*Wanted  
MSB*

The agreement by Barnes Professional Limousine Service LLC is subject to proven detention by accidents, riots, strikes, epidemics, act of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by Barnes Professional Limousine Service LLC to find replacement limousine service at the agreed upon fees. Should Barnes Professional Limousine Service LLC be unable to procure a replacement, Purchaser shall receive a full refund of their reservation fee. Purchaser agrees that in all circumstances, Barnes Professional Limousine Service's liability shall be exclusively limited to an amount equal to the reservation fee and that Barnes Professional Limousine Service LLC shall not be liable for indirect or consequential damages arising from any breach of contract. If the limousine has a mechanical malfunction we will be allowed up to 30 minutes for delay with no compensation. In this event, company will do its best to offer you the missed time as overtime, when possible. In the event that due to any circumstances less time is provided to you then contracted then the time may be rescheduled when mutually agreed upon by both the purchaser and our company. Vehicles may not be loaded past capacity. We are not responsible for items left in the limo. The driver has the right to terminate run without refund (if there is blatant indiscretion on the part of the client(s))

All deposits are non-refundable. Your date will not be secure until your deposit is received. The deposit is due upon signature of this contract. If the rental contract is canceled anytime outside of 365 days from the rental the purchaser shall pay half of the remaining rental fee. If the rental contract is canceled within 365 days or less from the date of the rental the purchaser will have to pay the full limousine rental fee. If at anytime a weather indication prohibits us from serving you based on our discretion, you will have to reschedule the date within 1 month of your date when we can fit it into our company schedule. If a customer at any time charges back their credit card or their check bounces, the customer will pay our company a \$15 fee. A convenience fee of 3.75 % extra will be added to your bill for any of your total placed on your credit card. Not responsible for delays or the termination in winter caused by unsafe road conditions (ie. not plowed, accidents, etc.). All our roads are locked and can not be opened at any time. Tolls paid by purchaser. No cash refunds will ever be given. We it from our company to the purchaser. This credit will be given by discretion of the company.

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement, and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract shall remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no conditions, promises, or understandings made by any party, orally or in writing or represented via or other party means, which are not contained in this written contract, shall be used in breach. This contract shall not be enlarged, modified, or altered except in writing by both parties and in legal form.

The laws of the State of PA shall govern this agreement. In the event of any litigation or relating to law services of purchaser agents in design, indemnity, assume liability for and hold Barnes Professional Limousine Service LLC harmless from any claims, damages, losses and expenses for or to its persons or property of the limo, which occurs during the course of Barnes Professional Limousine Service LLC. Purchaser hereby and through this contract to provide purchaser shall the full and entire release of Barnes Professional Limousine Service LLC. This agreement shall be binding and enforceable by both Parties and shall be the entire agreement between the Parties. Barnes Professional Limousine Service LLC. Any changes shall be subject to signed by both the purchaser and Barnes Professional Limousine Service LLC. This agreement shall be binding and enforceable by both Parties and shall be the entire agreement between the Parties.

The purchaser hereby certifies that he or she is the person who is authorized to sign this agreement and that he or she is legally bound thereby.

Purchaser Name: \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Pat The [unclear]*

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: September 26, 2014

ROBERT SARVER  
Complainant

v.

BARNES PROFESSIONAL  
LIMOUSINE SERVICE LLC  
Respondent

Complaint Docket  
No: C-2014-2444541

---

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

---

TO: BARNES PROFESSIONAL LIMOUSINE SERVICE LLC

TAKE NOTICE:

1. You have twenty (20) days from the above date served to either: (a) satisfy this complaint or (b) file with the **Secretary of the Pennsylvania Public Utility Commission, 400 North Street, Harrisburg, PA 17120**, one original written answer, under oath, as required by 52 Pa. Code Section 5.61, which either admits or specifically denies the allegations in the complaint. You must also serve one copy of the answer upon the complainant. In accordance with 52 Pa. Code Section 1.56(a), **the date served is the mailing date appearing at the top of this Notice.**

2. In accordance with 52 Pa. Code Section 5.61, if you fail to either satisfy or settle this complaint, or to file an answer or other responsive pleading within twenty (20) days of the above date served, you will be deemed to have admitted all the allegations in this complaint. In that event, the Commission may, without hearing, enter an order which either revokes or suspends any certificate or permit held by you or may impose a fine or other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq. If you are a customer of a utility, the Commission may enter an order setting forth a payment schedule or authorize termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

3. If you elect to satisfy or settle this complaint, you must file with the Commission within twenty (20) days from the above date served, a certified statement of satisfaction as required by 52 Pa. Code Section 5.24. Such certified statement must describe the basis on which this complaint was satisfied and any settlement agreement between the parties must be made in writing and attached to the certified statement. Such certified statement must be filed with the Secretary of the Commission at the address set forth in

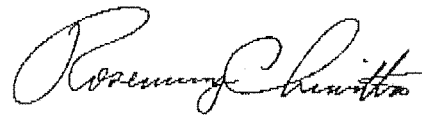
EXHIBIT

2

satisfaction from all complainants, this complaint may be dismissed in accordance with 66 Pa. C.S. Section 703(a) (unless the Commission determines that a dismissal would be contrary to the public interest, in which event the Commission may direct that hearings be held upon the complaint).

4. If you file an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the Commission may, without hearing, enter an order which either revokes or suspends any certificate held by you or impose a fine or other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq. If you are a customer of a utility, the Commission may enter an order setting forth a payment schedule or authorize termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

5. If you file a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be referred to the Office of Administrative Law Judge for hearing and a decision. If, after hearing on the issues, you are found to have committed any of the violations alleged in the complaint, the Administrative Law Judge may render a decision which either revokes or suspends any certificate or permit held by you or imposes a fine or other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq. If you are a customer of a utility, the Commission may enter an order setting forth a payment schedule or authorize termination of utility services. When imposing a penalty, the Administrative Law Judge is not bound by the relief sought by the complainant in paragraph 4 of the attached complaint.



Rosemary Chiavetta  
Secretary

(SEAL)

Certified Mail  
Return Receipt Requested

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC                       WASTEWATER/SEWER
- GAS                                 TELEPHONE/TELECOMMUNICATIONS (local, long distance)
- WATER                             MOTOR CARRIER (e.g. taxi, moving company, limousine)
- STEAM HEAT

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. **Your complaint may be dismissed without a hearing if you do not provide specific information.**

- The utility is threatening to shut off my service or has already shut off my service.
- I would like a payment agreement.
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.
- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.

Other (explain).

Driver knowingly dispatched a 26 passenger limo bus on a 88° day - without working air conditioning or operable window. HE KNEW IN ADVANCE IT WAS AN ELDERLY GROUP CELEBRATING

EXISTED BEFORE, AND THE OWNER KNEW IT WAS A PROBLEM BEFORE SELLING THE BUS OUT. OWNER WOULD NOT RESPOND TO SEVERAL PHONE CALLS.

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

### 5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

- ① A REFUND OF THE ORIGINAL CHARGE OF \$ 1,005.94 PLUS \$ 132<sup>50</sup> ADDITIONAL CHARGE FOR A SERVICE THAT DID NOT APPLY. \$ 1,138.44
- ② A SAFETY INSPECTION OF THE "Limo Bus." COMPANY WHAT BANES SHOWS ON HIS WEBSITE TO WHAT HE PUTS ON THE ROAD. IT SEEMS UNSAFE.
- ③ ASSESS BANES WITH WHATEVER PENALTY THAT IS ASSOCIATED WITH THE VIOLATION OF P.U.C. CODE 1053.23

(not a luxury vehicle.  
it is a bus. (1) door.

We are not limo service  
we are group a party  
service 10 persons  
& more.

we are not  
luxury limo  
service.

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

*N/A*  
Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES

NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

*N/A*  
YES

NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

*N/A*  
YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: September 26, 2014

ROBERT SARVER  
Complainant

v.

BARNES PROFESSIONAL  
LIMOUSINE SERVICE LLC  
Respondent

Complaint Docket  
No: C-2014-2444541

---

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

---

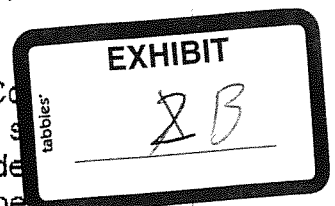
TO: BARNES PROFESSIONAL LIMOUSINE SERVICE LLC

TAKE NOTICE:

1. You have twenty (20) days from the above date served to either: (a) satisfy this complaint or (b) file with the **Secretary of the Pennsylvania Public Utility Commission, 400 North Street, Harrisburg, PA 17120**, one original written answer, under oath, as required by 52 Pa. Code Section 5.61, which either admits or specifically denies the allegations in the complaint. You must also serve one copy of the answer upon the complainant. In accordance with 52 Pa. Code Section 1.56(a), **the date served is the mailing date appearing at the top of this Notice.**

2. In accordance with 52 Pa. Code Section 5.61, if you fail to either satisfy or settle this complaint, or to file an answer or other responsive pleading within twenty (20) days of the above date served, you will be deemed to have admitted all the allegations in this complaint. In that event, the Commission may, without hearing, enter an order which either revokes or suspends any certificate or permit held by you or may impose a fine or other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq. If you are a customer of a utility, the Commission may enter an order setting forth a payment schedule or authorize termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

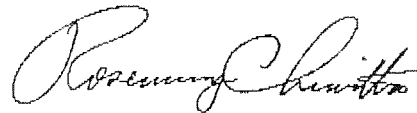
3. If you elect to satisfy or settle this complaint, you must file with the Commission within twenty (20) days from the above date served, a certified statement of satisfaction as required by 52 Pa. Code Section 5.24. Such certified statement must describe the basis on which this complaint was satisfied and any settlement agreement between the parties must be made in writing and attached to the certified statement. Such certified statement must be filed with the Secretary of the Commission at the address set forth in



satisfaction from all complainants, this complaint may be dismissed in accordance with 66 Pa. C.S. Section 703(a) (unless the Commission determines that a dismissal would be contrary to the public interest, in which event the Commission may direct that hearings be held upon the complaint).

4. If you file an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the Commission may, without hearing, enter an order which either revokes or suspends any certificate held by you or impose a fine or other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq. If you are a customer of a utility, the Commission may enter an order setting forth a payment schedule or authorize termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

5. If you file a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be referred to the Office of Administrative Law Judge for hearing and a decision. If, after hearing on the issues, you are found to have committed any of the violations alleged in the complaint, the Administrative Law Judge may render a decision which either revokes or suspends any certificate or permit held by you or imposes a fine or other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq. If you are a customer of a utility, the Commission may enter an order setting forth a payment schedule or authorize termination of utility services. When imposing a penalty, the Administrative Law Judge is not bound by the relief sought by the complainant in paragraph 4 of the attached complaint.



Rosemary Chiavetta  
Secretary

(SEAL)

Certified Mail  
Return Receipt Requested

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC                       WASTEWATER/SEWER  
 GAS                                 TELEPHONE/TELECOMMUNICATIONS (local, long distance)  
 WATER                             MOTOR CARRIER (e.g. taxi, moving company, limousine)  
 STEAM HEAT

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. **Your complaint may be dismissed without a hearing if you do not provide specific information.**

- The utility is threatening to shut off my service or has already shut off my service.
- I would like a payment agreement.
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.
- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.

Other (explain).

*Driver knowingly dispatched a 26 passenger limo bus on a 88° day - without working air conditioning or operable window. He knew in advance it was an elderly crowd celebrating*

EXISTED BEFORE, AND THE OWNER KNEW IT WAS A PROBLEM BEFORE SENDING THE BUS OUT. OWNER WOULD NOT RESPOND TO SEVERAL PHONE CALLS.

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

## 5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

- ① A REFUND of the ORIGINAL CHARGE of \$ 1,005.94 PLUS \$ 132<sup>50</sup> ADDITIONAL CHARGE FOR A SERVICE THAT DID NOT APPLY. \$ 1,138.44
- ② A SAFETY INSPECTION of the "Limo Bus." Compare WHAT BARNES SHOWS ON HIS WEBSITE TO WHAT HE PUTS ON THE ROAD. IT SEEMS USUATE.
- ③ ASSESS BARNES WITH WHATEVER PENALTY THAT IS ASSOCIATED WITH THE VIOLATION of P.U.C. CODE 1053 23

(not a luxury vehicle.  
it is a bus. (1) door.

we are not limo service  
we are group & party  
service 16 persons  
& more.

we can't  
luxury limo  
service.

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

N/A

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES

NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

N/A

YES

NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b, and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

N/A

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.