

LAW OFFICES OF
SNYDER & WILES, PC
7731 Main Street
Fogelsville, PA 18051-1600

Telephone (610) 391-9500

GLADYS E. WILES

MERNA T. HOFFMAN

FAX (610) 391-7244

JERRY A. SNYDER, RETIRED

February 13, 2016

Via E-file
Rosemary Chiavetta, Secretary
Pennsylvania Public Utilities Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

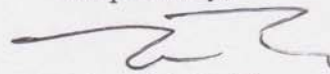
Re: Pennsylvania Public Utilities Commission, Bureau of Investigation
And Enforcement v. Valley Limousine
Docket No. C-2014-2456396

Dear Secretary Chiavetta:

Please E-file the Petition for Reinstatement by Virtue of Transfer in the above-captioned matter. Copies have been served on the parties of record in accordance with the Certificate of Service.

Thank you for your time and attention regarding this matter. Should you have any questions or concerns, feel free to contact me.

Respectfully;



Merna T. Hoffman, Esquire

WWW.SNYDERWILESLAW.COM

EMAIL: GLADYS@SNYDERWILESLAW.COM

E-MAIL: MERNA@SNYDERWILESLAW.COM

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

| | | |
|-------------------------------|---|--------------------|
| PENNSYLVANIA PUBLIC UTILITY | : | |
| COMMISSION BUREAU OF | : | |
| INVESTIGATION AND ENFORCEMENT | : | |
| COMPLAINANT, | : | NO. C-2014-2456396 |
| VS. | : | |
| | : | |
| VALLEY LIMOUSINE (Currently) | : | |
| GLOBAL POINT | : | |
| TRANSPORTATION, LLC | : | |
| 922 NORTH KEARNEY STREET | : | |
| ALLENTOWN, PA 18109 | : | |
| RESPONDENT | : | |

PETITION TO REINSTATE BY VIRTUE OF TRANSFER

AND NOW comes the, VALLEY LIMOUSINE, currently operating as GLOBAL POINT TRANSPORTATION, LLC, by and through their attorney, Merna T. Hoffman, Esquire, and aver the following in support of their Petition to Reinstate by virtue of Transfer:

1. Valley Limousine Service L.L.C., (hereinafter "the Petitioner") is a limousine Company, which was sold to Global Point Transportation, LLC (Hereinafter "Transferee").
2. Transferee is a Limited Liability Company formed under the laws of the Commonwealth of Pennsylvania, and is located at 922 North Kearney Street, Allentown, Lehigh County, Pennsylvania, 18109.

3. The Pennsylvania Public Utility Commission (hereinafter "Commission") is a duly constituted agency of the Commonwealth of Pennsylvania empowered to regulate public utilities within the Commonwealth of Pennsylvania.

4. On or about March 7, 2014, Transferee entered into a Purchase Agreement to purchase the Public Utilities Commission license number A-00123058, along with other intangible, of the Petitioner. A true and correct copy of the Purchase Agreement is attached hereto and made part of this Petition as Exhibit "A".

5. The purchase Agreement between Petitioner and Transferee provided that Transferee shall be responsible for any and all fees associated with license number A-00123058 as of March 7, 2014.

6. Since the purchase of license number A-00123058, Transferee has paid all of Petitioner's fees associated with such licensure, as provided for in the Purchase agreement.

7. On or about April 29, 2014, Transferee paid, by cashier's check, the outstanding balance he believed was owed to the Commission, which totaled \$4,559.00. A true and correct copy of the Cashier's Check –Customer Copy is attached hereto and made part of this Petition as Exhibit "B".

8. On or about October 9, 2014, Petitioner submitted an application for Approval for Transfer & Exercise of Common Carrier or Contract Rights with the Commission. A true and correct copy of the Application is attached hereto and made part of this Petition as Exhibit "C".

9. On or about February 5, 2015, Petitioner's application was assigned a PUC Docket Number A-2014-2453702. A true and correct copy of a correspondence

from the PUC dated Feb. 5, 2015 is attached hereto and made part of this Petition as Exhibit "D".

10. Petitioner's application was published in the Pennsylvania Bulletin on or about February 14, 2015, and was uncontested.

11. On or about March 19, 2015, Transferee received a notice stating that the Commission denied the application for the following reason:

"Valley Limousine Service, L.L.C. License number A-00123058 was cancelled on or about February 15, 2015 due to a nonpayment of the outstanding assessment balance of \$1,641.00, as stated in the Commission's Order of April 18, 2013."

12. On or about April 2, 2015, and in response to the denial of the Application for Approval for Transfer & Exercise of Common Carrier or Contract Rights with the Commission, Transferee filed a Petition for reconsideration (which has yet to be adjudicated) under Docket number A-2014-2453702. A true and correct copy of the Motion for Reconsideration is attached hereto and made part of this Petition as Exhibit "E".

13. Transferee was not on notice of the outstanding assessment balance, as Transferee was not the owner of Valley Limousine Service, L.L.C. during the time the April 18, 2013 notice was issued. Moreover, the Commission, despite being placed on notice of the contact information change, continued to submit all communications to the Petitioner, as opposed to the transferee.

14. Based on Transferee's inquiry with the Commission, Transferee believed the overall balance owed to the Commission by Valley Limousine Service, L.L.C., totaled \$4,559.00.

15. Based on many inquiries with the Commission, it was believed the \$1,641.00 assessment balance was included in the overall balance of \$4,559.00.

14. The only notice Transferee received relating to the outstanding \$1,641.00 assessment balance was when he received the denial letter dated March 19, 2015.

15. Transferee received notice of a Default Judgment (hereinafter the "Judgment"), whereby the licensure of the Petitioner was inactive, when the undersigned Counsel received an email from Cindi Muriceak on September 29, 2015 regarding the Motion for Reconsideration. Undersigned contacted the PUC and was informed of this Action, which then received a facsimile of the Claimant's Motion for Default Judgment. Furthermore, the Prosecutor in this Action was without knowledge of the prior existing Action or the new ownership of the Transferee. As discussed in Action number A- 2014-2453702, Valley Limousine Service, LLC was purchased by Global Point Transportation, L.L.C.; formed under the laws of the Commonwealth of Pennsylvania, and is located at 922 North Kearney Street, Allentown, Lehigh County, Pennsylvania, 18109. The Commission was placed on notice of the transaction, which includes changes to the name of the operating entity, as well as its new place of operation. **Furthermore, the issues contained in this action are the exact issues contained under docket number A-2014-2453702, which have yet to be decided by the PUC.**

16. Transferee has paid the fees in total, which include the amount of \$1,641.00, associated with License number A-00123058. A true and correct copy of the payment amount is attached hereto and marked as Exhibit "F."

17. Petitioner grants full transfer of any and all rights associated with License number A-00123058 to the Transferee and wishes the Commissioner reinstate the licensure associated with A-00123058, as the parties had agreed to by means of the Purchase Agreement.

WHEREFORE, Petitioner respectfully requests the Commission to (1) reinstate Petitioner's License number A-00123058 by virtue of Transfer to Global Point Transportation LLC, (2) Adjudicate the Pending Motion for reconsideration under docket number A-2014-2453702 and/or Grant application for Approval for Transfer & Exercise of Common Carrier or Contract Rights with the Commission. (3) Update the contact information, to Transferee's place of business, as opposed to Petitioner's location so Transferee' may be on notice of any and all further claims, bills, fees, etc. from the Commissioner.

Date: 2/15/16

Respectfully submitted;

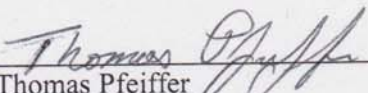


SNYDER & WILES, P.C.
Merna T. Hoffman, Esquire
Attorney for Petitioner
7731 Main Street
Fogelsville, PA 18052
ID# 312897
610-391-9500
610-391-7244 (FAX)

VERIFICATION

I, Petitioner, Thomas Pfeiffer (formally DBA Valley Limousine Service LLC),
verify that the statements in the foregoing are true and correct to the best of my
knowledge, information and belief. I understand that any false statements herein are
made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification
to authorities.

Dated: 2/15/16



Thomas Pfeiffer
Formally DBA Valley Limousine Service LLC

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

| | | |
|-------------------------------|----|--------------------|
| PENNSYLVANIA PUBLIC UTILITY | >: | |
| COMMISSION BUREAU OF | : | |
| INVESTIGATION AND ENFORCEMENT | : | |
| RESPONDENT, | : | NO. C-2014-2456396 |
| VS. | : | |
| | : | |
| | : | |
| VALLEY LIMOUSINE | : | |
| (CURRENTLY) GLOBAL POINT | : | |
| TRANSPORTATION, LLC | : | |
| 922 NORTH KEARNEY STREET | : | |
| ALLENTOWN, PA 18109 | : | |
| PETITIONER | : | |

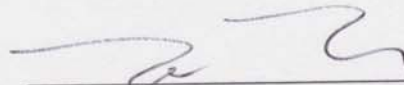
CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing documents upon all parties, their attorneys or representatives, and all other relevant organizations, in the manner(s) set forth below:

By: E-filing & Regular Mail

Michael Swindler, Esquire
Kourtney L. Myers, Esquire
Pennsylvania Public Utilities Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Date: 7/15/16



SNYDER & WILES, P.C.
Merna T. Hoffman, Esquire
Attorney for Respondent
7731 Main Street
Fogelsville, PA 18051
ID # 312897
610-391-9500 (Fax) 610-391-7244

EXHIBIT A

PURCHASE AGREEMENT

BETWEEN Thomas Pfeiffer, D/B/A Valley Limousine Service, L.L.C., a Pennsylvania Limited Liability Company, having its principle office at 2312 Esquire Drive, Easton, Pennsylvania, 18045 (HEREIN CALLED SELLER).

AND Ibrahim Noumeh, D/B/A Global Point Transportation, L.L.C. A Pennsylvania Limited Liability Company, having its principle office at 922 N. Kearney St Allentown, Pennsylvania, 18109 (HEREIN CALLED BUYER).

WHEREAS Seller owns and operates "Valley Limousine Service, L.L.C. ("Business").

WHEREAS Seller has agreed to sell and Buyer has agreed to buy the business upon the terms and conditions herein set forth.

NOW THEREFORE the parties, intending to be legally bound, agree as follows:

1.) Seller shall sell and buyer shall purchase the business which shall consist of a relinquishment of any rights that Seller has to continue to operate Valley Limousine and Pennsylvania Utility Commission Docket Number A-00123058, the registered fictitious name Valley Limousine Service, L.L.C., and any and all contracts listed in Paragraph 2 of this Agreement. The Purchase price for this business shall be THREE THOUSAND EIGHT HUNDRED EIGHT SIX (\$3886.00) DOLLARS.

2.) Buyer shall assume the only obligations of Seller, under Seller's existing agreement with regards to the following rights and transfers:

- a. Valleylimousines.com;
- b. Websites and Emails associated with GoDaddy.com;
- c. Limousine operating program- Limoanywhere.com;
- d. RCN contract associated with Telephone number
(610) 841-4535;
- e. Valley_limousine@hotmail.com;
- f. Fictitious Name rights of Valley Limousine Service, L.L.C.; and
- g. PUC Transfer rights and renewal fees, filing fees, service fees and
yearly assessment fees associated with Docket Number A-00123058.
- h. All refunds within the last 90 days

3.) Buyer shall NOT assume any liabilities incurred by Seller or Valley Limousine Service, L.L.C. as a result of:

- a. Civil or Criminal actions or liabilities associated with Seller, Valley Limousine Service, L.L.C. or PUC Docket Number A-00123058.;
- b. Any Collection or judgment actions against Seller or Valley Limousine Service, L.L.C., excluding those listed in Paragraph 2(g) of this Agreement
- c. Outstanding creditors, excluding those listed in Paragraph 2 of this Agreement;

- d. Any refunds requested by customers associated with Seller or Valley Limousine Service L.L.C., excluding those listed in paragraph 2(h).
- e. Any and all financial, criminal or civil liabilities and/or debts, liens or judgments Seller has not disclosed to Buyer at the time of this Agreement.

4.) This Agreement shall not include any inventory, equipment or assets owned by Seller in association with Valley Limousine Service L.L.C.

5.) This Agreement shall be binding on the respective heirs, executors, administrators, successors and assigns or nominees of the parties hereto.

6.) This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.


7.) This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreements between the parties respecting the aforesaid subject matter.

8.) Time is of the essence in this Agreement.

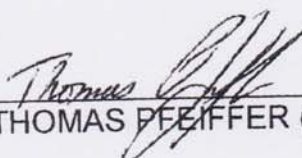
9.) Seller agrees to comply with any and all request to facilitate the transfer of the business to Buyer.

10.) Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and visa versa, unless the context requires otherwise.

IN WITNESS WHEREOF, the Parties hereunto set their hands and seals on the dates set forth opposite their signatures below.


IBRAHIM NOUMEH (Buyer)
DBA Global Point Transportation L.L.C

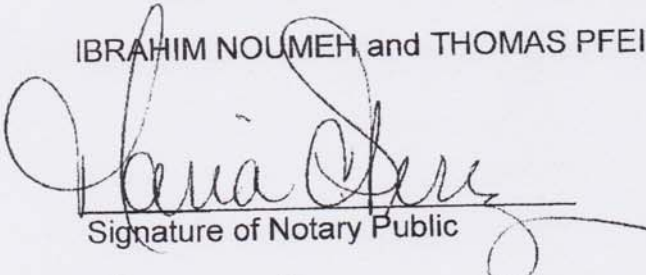
Date: 3/7/14


THOMAS PFEIFFER (Seller)

Date: 3/7/14

State of Pennsylvania
County of Lehigh

The foregoing instrument was acknowledged before me this 7 day of March, 2014, at Allentown, Pennsylvania, by IBRAHIM NOUMEH and THOMAS PFEIFFER and to be their free act and deed.


Signature of Notary Public

Maria C. Perez
Name of Notary Public (print your name)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Maria C. Perez, Notary Public
City of Allentown, Lehigh County
My commission expires June 25, 2015

SEAL

Notary Public, State of Pennsylvania, County of Lehigh

My commission expires: 6-25-2015

EXHIBIT B

EXHIBIT C

**APPLICATION FOR APPROVAL OF TRANSFER
AND EXERCISE OF COMMON CARRIER OR CONTRACT RIGHTS**

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Ibrahim Noumeh
(Applicant/Transferee-Buyer)

for the approval of the transfer and to exercise the right

as a Common carrier, described at Docket
(common - contract)

No. C-2014-23999⁸⁷, Folder No. _____, issued to

Thomas Pfeiffer
(Transferor - Seller)

for transportation of Persons
(persons - household goods)

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Ibrahim Noumeh
(Full and Correct Name of Applicant/Transferee)

2. Global Point Transportation L.L.C
(Trade Name, If Any)

The trade name has been registered with the Secretary of the Commonwealth
(has or not)

on _____ (attach copy of stamped registration form.)

3. 922 ^(Date) N. Kearney St
(Business Street Address) (P. O. Box, If Any)

Allentown Lehigh PA 18109 610-439-4800
(City) (County) (State) (Zip) (Telephone)

4. Applicant's attorney (for this application) is:

Merna Noumeh 7731 Main St Fogelsville, PA
(Name) (Address) (Telephone) 18051

↳ 484-330-
1083

5. Any documents should be mailed to:

Transferee: Ibrahim Naoumeh 922 N. Kearney St Allentown
(Name) (Address) PA 18109

Transferor: Thomas Pfeiffer 2312 Esquire Dr. Elkton PA
(Name) (Address) 18045

6. Applicant does Not hold Pa. P. U. C. authority under Docket Number
(does or does not)

A- _____ and operates as a _____ carrier.
(common or contract)

7. Applicant does Not hold Interstate Commerce Commission authority at Docket
(does or does not)

No. A- _____.

8. Applicant is (check one):

_____ al.

Partnership. Must attach a copy of the partnership agreement (unless a copy is presently on file with PUC), and list names and addresses of partners below (use additional sheet if necessary).

(Name) (Address)

Corporation. Organized under the laws of the state of Pennsylvania and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on _____ (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

9. If applicant, its stockholder or partnership members are in control of or affiliated with any other carrier, state name of carrier(s), Docket Number(s) and nature of control or affiliation.

10. Applicant proposes to acquire All of the operating rights now held by transferor.
(all or part)

Attach a sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted give reasons.

11. The reason for the transfer is Closing business
Buying 1 PUC #, Phone #, and all business
deriving from Valley Limousine Starting April 7th 2014

12a. The following must be attached:

- Sales Agreement
- List of equipment to be used to render service. (Summarized by type)
- Operating authority to be transferred/retained.
- Statement of Financial Position
- Statement of unpaid business debts of transferor and how they will be satisfied.
- Statement of Safety Program.
- Statement of transferee's experience.

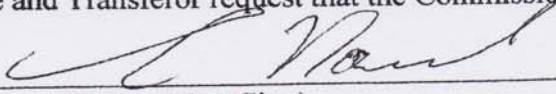
b. Attach the following, as appropriate (check those attached):

- Partnership Agreement
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporations only)
- Certificate of Authority. (Foreign (out-of-state) Corporations only).
- Statement of Corporate charter purpose. (Corporations only)
- List of Corporate officers and stockholders. (Corporations only)

- Copy of short form certificate showing date of death of transferor and name of executor/administrator/administratrix.

13. Transferor attests that all General Assessments and fines are paid, and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.
14. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of the transfer.

WHEREFORE, Transferee and Transferor request that the Commission grant the Transfer.

Transferee sign here:  3/7/14
(Each Partner Must Sign) (Date)

(Corporate Seal) Global Point transportation L.L.C

Transferor sign here:  3/7/14
(Corporate Seal)

APPLICATION VERIFICATION

I/We hereby state that the statements made in the application are true and correct to the best of my/our knowledge, information and belief.

The undersigned understand(s) that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to Unsworn Falsification To Authorities.

TRANSFEROR (SELLER)

Thomas Pfeiffer _____ 3/7/14
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

TRANSFeree (BUYER)

Ibrahim Noumech _____ 3/7/14
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

If the Applicant is a sole-proprietor, he/she must complete and sign the Application Verification form. If the application is for a partnership, all partners to the partnership agreement must sign this form. If the Applicant is incorporated, the President or Secretary must sign this form.

EXHIBIT D



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

IN REPLY PLEASE
REFER TO OUR FILE

February 5, 2015

GLOBAL POINT TRANSPORTATION LLC
922 N KEARNEY ST
ALLENTOWN PA 18109

In re: Application of GLOBAL POINT TRANSPORTATION LLC

**THIS APPLICATION HAS BEEN ASSIGNED PUC DOCKET
NUMBER A-2014-2453702. PLEASE USE THIS NUMBER WHEN
CONTACTING THE PUC.**

To Whom It May Concern:

The application cited above has been captioned as attached and will be published in the Pennsylvania Bulletin of February 14, 2015. The application will be submitted for review provided no protests are filed on or before March 2, 2015.

If protests are filed, the Commission encourages discussion between applicants and protestants to resolve possible conflicts. Upon receipt of a protest, it is appropriate for applicants and protestants to contact each other to open a dialogue.

If protests are not withdrawn within 21 days of the protest due date as indicated above, the application will be assigned to the Office of Administrative Law Judge. Parties might be given the opportunity to participate in a voluntary mediation process.

Should all efforts to resolve protests fail, the application will be assigned to an Administrative Law Judge for hearing. Parties to the application proceeding will be advised concerning the process set for their case.

Questions concerning publication and protests may be directed to the Compliance Specialist below by telephoning direct 717-783-5945.

Very truly yours,

Lisa J Milletics
Transportation Compliance Specialist
Bureau of Technical Utility Services

Enclosure
TR

A-2014-2453702 GLOBAL POINT TRANSPORTATION LLC (922 N. Kearney Street, Allentown, Lehigh County, Pennsylvania 18109) - for the right to begin to transport as a common carrier, by motor vehicle, persons in limousine service, from points in the counties of Lehigh, Northampton, Monroe, Carbon, Bucks and Berks, to points in Pennsylvania, excluding service that is under the jurisdiction of the Philadelphia Parking Authority; which is to be a transfer of all the rights from A-00123058 issued to Valley Limousine Service, LLC.

EXHIBIT E

LAW OFFICES OF
SNYDER & WILES, PC
7731 Main Street
Fogelsville PA 18051-1600

TELEPHONE (610) 391-9500

FAX (610) 391-7244

GLADYS E. WILES
MERNA T. NOUMEH
JERRY A. SNYDER, RETIRED

April 2, 2015

Commonwealth of Pennsylvania
Pennsylvania Public Utilities Commission
Attention Rosemary Chiavetta
P.O. Box 3265
Harrisburg, PA 17105-3265

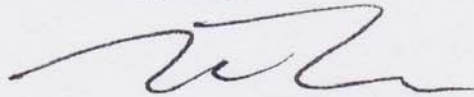
RE: GLOBAL POINT TRANSPORTATION, LLC
DOCKET NO. A-2014-2453702

Dear Ms. Chiavetta;

Please be advised that I represent Global Point Transportation, L.L.C. In response to your letter dated March 19, 2015, I have enclosed, a Petition for reconsideration of the denied application.

Thank you for your time, attention and anticipated cooperation as it relates to this matter. Shall you have any questions or concerns, feel free to contact me.

Very truly yours;



Merna T. Noumeh, Esquire

WWW.SNYDERWILESLAW.COM

E-MAIL: GLADYS@SNYDERWILESLAW.COM

E-MAIL: MERNA@SNYDERWILESLAW.COM

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PENNSYLVANIA PUBLIC UTILITY
COMMISSION BUREAU OF
INVESTIGATION AND ENFORCEMENT
RESPONDENT,

:
:
:

NO. A- 2014-2453702

VS.

GLOBAL POINT
TRANSPORTATION, LLC
922 NORTH KEARNEY STREET
ALLENTOWN, PA 18109

:
:
:
:

PETITIONER,

PETITION FOR RECONSIDERATION

AND NOW comes the Petitioner, GLOBAL POINT TRANSPORTATION, LLC, by and through their attorney, Merna T. Noumeh, Esquire, and aver the following in support of their Petition for Reconsideration:

1. Petitioner is a Limited Liability Company under the laws of the Commonwealth of Pennsylvania, and is located at 922 North Kearney Street, Allentown, Lehigh County, Pennsylvania, 18109.
2. The Pennsylvania Public Utility Commission (hereinafter "Commission") is a duly constituted agency of the Commonwealth of Pennsylvania empowered to regulate public utilities within the Commonwealth of Pennsylvania.
3. On or about March 7, 2014, Petitioner entered into a Purchase Agreement to purchase the Public Utilities Commission license number A-00123058, along with other intangible, of Valley Limousine Service L.L.C. A true and correct copy of the Purchase Agreement is attached hereto and made part of this Petition for Reconsideration as Exhibit "A".

4. The purchase Agreement between Petitioner and Valley Limousine Service L.L.C. provided that Petitioner shall be responsible for any and all fees associated with license number A-00123058 as of March 7, 2014.

5. Petitioner was informed, by the Commission, that Valley Limousine Service L.L.C. owed an outstanding balance.

6. On or about April 29, 2014, Petitioner paid, by cashier's check, the outstanding balance he believed was owed to the Commission, which totaled \$4,559.00. A true and correct copy of the Cashier's Check -Customer Copy is attached hereto and made part of this Petition for Reconsideration as Exhibit "B".

7. On or about October 9, 2014, Petitioner submitted an application for Approval for Transfer & Exercise of Common Carrier or Contract Rights with the Commission.

8. On or about February 5, 2015, Petitioner's application was assigned a PUC Docket Number A-2014-2453702, which is the docket number captioned above.

9. Petitioner's application was published in the Pennsylvania Bulletin on or about February 14, 2015, and was uncontested.

10. On or about March 19, 2015, Petitioner received a notice stating that the Commission denied the application for the following reason:

"Valley Limousine Service, L.L.C. License number A-00123058 was cancelled on or about February 15, 2015 due to a nonpayment of the outstanding assessment balance of \$1,641.00, as stated in the Commission's Order of April 18, 2013."

11. Petitioner was not on notice of the outstanding assessment balance, as Petitioner was not the owner of Valley Limousine Service, L.L.C. during the time the April 18, 2013 notice was issued.

12. Petitioner believed the only assessment balance that was owed was the payment that was submitted to the Commission in the amount of \$4,559.00.

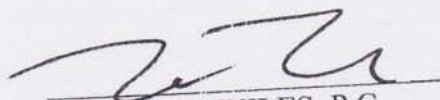
13. The only notice Petitioner received relating to the \$1,641.00 assessment balance was when he received the denial letter dated March 19, 2015.

14. Petitioner is willing to pay the assessment balance in the amount of \$1,641.00, associated with License number A-00123058, provided that the application of October 9, 2014 relating A-2014-2453702 is submitted for reconsideration.

WHEREFORE, Petitioner respectfully requests the Commission to reconsider its denial of Petitioner's application under docket number A-2014-2453702, and issue a decision that permits the Petitioner to pay the \$1,641.00 assessment balance within a reasonable time, or any other remedial measures this Commission deems just, equitable and appropriate.

Respectfully submitted;

Date: April 2, 2015


SNYDER & WILES, P.C.
Merna T. Noumeh, Esquire
Attorney for Petitioner
7731 Main Street
Fogelsville, PA 18052
ID# 312897
610-391-9500
610-391-7244 (FAX)

VERIFICATION

I, Ibrahim Noumeh, member of Global Point Transportation, L.L.C, Petitioner in the within matter, verify that the statements in the foregoing are true and correct to the best of my knowledge, information and belief. I understand that any false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: April 2, 2015

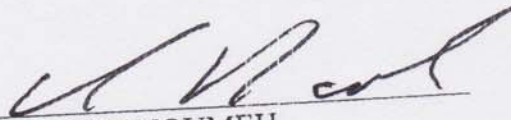

IBRAHIM NOUMEH
Managing Member of Global Point
Transportation, L.L.C

EXHIBIT “A”

PURCHASE AGREEMENT

BETWEEN Thomas Pfeiffer, D/B/A Valley Limousine Service, L.L.C., a Pennsylvania Limited Liability Company, having its principle office at 2312 Esquire Drive, Easton, Pennsylvania, 18045 (HEREIN CALLED SELLER).

AND Ibrahim Nourmeh, D/B/A Global Point Transportation, L.L.C. A Pennsylvania Limited Liability Company, having its principle office at 922 N. Kearney St Allentown, Pennsylvania, 18109 (HEREIN CALLED BUYER).

WHEREAS Seller owns and operates "Valley Limousine Service, L.L.C. ("Business").

WHEREAS Seller has agreed to sell and Buyer has agreed to buy the business upon the terms and conditions herein set forth.

NOW THEREFORE the parties, intending to be legally bound, agree as follows:

1.) Seller shall sell and buyer shall purchase the business which shall consist of a relinquishment of any rights that Seller has to continue to operate Valley Limousine and Pennsylvania Utility Commission Docket Number A-00123058, the registered fictitious name Valley Limousine Service, L.L.C., and any and all contracts listed in Paragraph 2 of this Agreement. The Purchase price for this business shall be THREE THOUSAND EIGHT HUNDRED EIGHT SIX (\$3886.00) DOLLARS.

2.) Buyer shall assume the only obligations of Seller, under Seller's existing agreement with regards to the following rights and transfers:

- a. Valleylimousines.com;
- b. Websites and Emails associated with GoDaddy.com;
- c. Limousine operating program- Limoanywhere.com;
- d. RCN contract associated with Telephone number
(610) 841-4535;
- e. Valley_limousine@hotmail.com;
- f. Fictitious Name rights of Valley Limousine Service, L.L.C.; and
- g. PUC Transfer rights and renewal fees, filing fees, service fees and
yearly assessment fees associated with Docket Number A-00123058.
- h. All refunds within the last 90 days

3.) Buyer shall NOT assume any liabilities incurred by Seller or Valley Limousine Service, L.L.C. as a result of:

- a. Civil or Criminal actions or liabilities associated with Seller, Valley Limousine Service, L.L.C. or PUC Docket Number A-00123058.;
- b. Any Collection or judgment actions against Seller or Valley Limousine Service, L.L.C., excluding those listed in Paragraph 2(g) of this Agreement
- c. Outstanding creditors, excluding those listed in Paragraph 2 of this Agreement;

- d. Any refunds requested by customers associated with Seller or Valley Limousine Service L.L.C., excluding those listed in paragraph 2(h).
- e. Any and all financial, criminal or civil liabilities and/or debts, liens or judgments Seller has not disclosed to Buyer at the time of this Agreement.

4.) This Agreement shall not include any inventory, equipment or assets owned by Seller in association with Valley Limousine Service L.L.C.

5.) This Agreement shall be binding on the respective heirs, executors, administrators, successors and assigns or nominees of the parties hereto.

6.) This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.

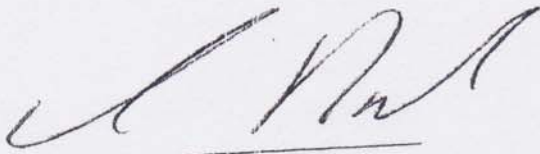
7.) This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreements between the parties respecting the aforesaid subject matter.

8.) Time is of the essence in this Agreement.

9.) Seller agrees to comply with any and all request to facilitate the transfer of the business to Buyer.

10.) Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and visa versa, unless the context requires otherwise.

IN WITNESS WHEREOF, the Parties hereunto set their hands and seals
on the dates set forth opposite their signatures below.



IBRAHIM NOUMEH (Buyer)
DBA Global Point Transportation L.L.C

Date: 3/7/14

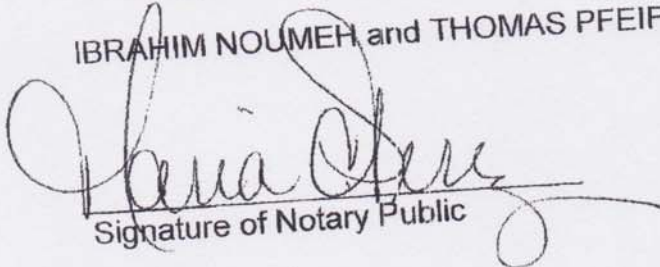


THOMAS PFEIFFER (Seller)

Date: 3/7/14

State of Pennsylvania
County of Lehigh

The foregoing instrument was acknowledged before me this 7 day
of March, 2014, at Allentown, Pennsylvania, by
IBRAHIM NOUMEH and THOMAS PFEIFFER and to be their free act and deed.



Signature of Notary Public

Maria C. Perez
Name of Notary Public (print your name)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Maria C. Perez, Notary Public
City of Allentown, Lehigh County
My commission expires June 25, 2015

SEAL

Notary Public, State of Pennsylvania, County of Lehigh

My commission expires: 6-25-2015

EXHIBIT “B”

EXHIBIT F