

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	
Bureau of Investigation and Enforcement	:	
	:	C-2015-2473651
v.	:	
	:	
Four Seasons Limousine Service, Inc.	:	

INITIAL DECISION

Before
Angela T. Jones
Administrative Law Judge

INTRODUCTION

This decision sustains a formal complaint (Complaint), which alleged that the Respondent operated vehicles while its insurance coverage lapsed, in violation of Commission statute and regulations. Respondent's actions that violated the Commission statute and regulations, results in an assessed \$6,000.00 civil penalty against the Respondent.

HISTORY OF THE PROCEEDING

On June 10, 2015, the Pennsylvania Public Utility Commission's (PUC or Commission) Bureau of Investigations and Enforcement (I&E or Complainant) filed a Complaint against Four Seasons Limousine Service, Inc. (4 Seasons or Respondent or Company) alleging, *inter alia*, that Respondent permitted its vehicles to be operated while its insurance coverage

lapsed. The Complainant sought a civil penalty in the amount of \$12,000.00 and cancellation of the Respondent's certificate of public convenience.¹

On June 17, 2015, a Secretarial Letter was sent to the Respondent notifying it of the Complaint. On July 9, 2015, the Respondent filed an Answer to the Complaint. The Respondent's Answer denied that it provided any transportation during the period of suspension. The Respondent requested that the Commission dismiss the Complaint with prejudice. The Answer was signed by counsel for the Respondent, David Temple, Esquire.

On October 21, 2016, counsel for I&E filed a Notice of Appearance in this proceeding. The Notice of Appearance requested that all communications in this proceeding be addressed to Kourtney Myers, Esquire and Heidi Wushinke, Esquire.

By Hearing Notice dated December 23, 2016, an initial in-person hearing was scheduled for Thursday, February 16, 2017. The Hearing Notice indicated that the undersigned Administrative Law Judge (ALJ) was assigned to this proceeding as the presiding officer.

By Prehearing Order dated December 29, 2016, the undersigned ALJ provided various procedural rules for the proceeding and confirmed the scheduled hearing date as February 16, 2017.

On February 16, 2017, the initial hearing convened as scheduled. Mr. Temple appeared representing the Respondent. Ms. Wushinske appeared on behalf of the Complainant.

Attorney Wushinske presented the testimony of one witness, Officer John Allen, and offered two exhibits—(1) Form K (for cancellation of insurance) and Form E (for renewal of insurance) as I&E Exhibit 1; and (2) Trip log from February 1-18, 2015, as I&E Exhibit 2. I&E Exhibits 1 and 2 were admitted into evidence without objection. Officer Allen was cross-examined by Attorney Temple. Attorney Temple did not present any exhibits.

¹ A Secretarial Letter was sent cancelling the Respondent's authority on January 19, 2017. Thus, the Respondent's authority for limousine service was already cancelled prior to this proceeding. The Complainant agreed that the Complaint is to levy a civil penalty in the amount of \$12,000.00 only. Tr. 4-5.

The initial hearing resulted in 32 pages of transcribed testimony. The hearing record closed on March 20, 2017, which is 30 days after the initial hearing adjourned. This matter is ripe for decision.

FINDINGS OF FACT

1. The Respondent is Four Seasons Limousine Service, Inc. with a principal place of business at 1524 McKean Street, Philadelphia, Pennsylvania 19145. Complaint at 1, ¶ 1.

2. The Commission issued a certificate of public convenience to operate as a motor carrier of passengers to Respondent on December 19, 2008, at Docket No. A-2008-2055287 for limousine service authority. Complaint at 1, ¶2.

3. Officer Allen is employed by the Commission in motor carrier enforcement which regulates all motor carriers and vehicles under the jurisdiction of the PUC. Tr. 6.

4. The Commission received a Form K, which is notice of cancellation of the Respondent's insurance coverage, effective February 7, 2015. Tr. 8, I&E Exhibit 1.

5. The Commission received a Form E, which indicates renewal of insurance coverage for the Respondent, effective March 6, 2015. Tr. 8, I&E Exhibit 1.

6. The Form K and the Form E represent the time that the Respondent did not have insurance coverage on file with the Commission, which is from February 7, 2015 through March 5, 2015. Tr. 7-8, I&E Exhibit 1.

7. Officer Allen met with the President of the Respondent, Mr. Imad Dawara, in April 2015 and was provided with trip sheets for the entire month of February 2015. Tr. 8-9, I&E Exhibit 2.

8. Below is a table of the trips made by the Respondent from February 7-28, 2015, which occurred during the lapse of insurance coverage.

Date	Pick-up	Drop-off	Wait	Amount billed
2/7/15	Ursinus College, New Hall Dorm, Collegeville, PA	Philadelphia International Airport	No	\$96.44
2/7/15	Four Seasons Hotel, Logan Square, Philadelphia, PA	Philadelphia Northeast, Philadelphia, PA	No	\$270.00
2/8/15	Philadelphia Northeast, Philadelphia, PA	Four Seasons Hotel, Logan Square, Philadelphia, PA	No	\$270.00
2/8/15	Philadelphia International Airport	Ursinus College, New Hall Dorm, Collegeville, PA	No	\$102.44
2/8/15	Philadelphia International Airport	223 Central Drive, Phoenixville, PA	No	\$123.63
2/9/15	1525 Naudain St., Philadelphia, PA	Philadelphia International Airport	No	\$50.15
2/9/15	1700 Knobb Hill Lane, Paoli, PA	Philadelphia International Airport	No	\$76.65
2/9/15	123 Forrest St., Conshohocken, PA	Philadelphia International Airport	No	\$89.51
2/9/15	6619 Greenway Ave., Philadelphia, PA	Philadelphia International Airport	No	\$50.15
2/9/15	945 Old Dolington Rd., Newtown, PA	Federal Courthouse, 601 Market St., Philadelphia, PA	No	\$111.56
2/9/15	Union League, 1450 Sansom St., Philadelphia, PA	Philadelphia International Airport	No	\$76.91
2/9/15	Philadelphia International Airport	Holiday Inn, 240 Veterans Way, Warminster, PA	No	\$185.00
2/9/15	Philadelphia International Airport	Westin, 99 S. 17 th St., Philadelphia, PA	No	\$68.70

Date	Pick-up	Drop-off	Wait	Amount billed
2/10/15	707 Lancaster Ave., Frazer,PA	Philadelphia International Airport	QVC, 1200 Wilson Dr., West Chester, PA	\$308.96
2/10/15	PNC Bank, 1600 Market St., Philadelphia, PA	Atlantic Aviation, Philadelphia, PA	Hyatt, 200 S. Broad St., Philadelphia, PA	\$107.80
2/10/15*	Four Seasons Hotel, Logan Square, Philadelphia, PA	Four Seasons Hotel, Logan Square, Philadelphia, PA	Osteria, 640 N. Broad St., Philadelphia, PA	\$1,200.00
2/10/15*	Four Seasons Hotel, Logan Square, Philadelphia, PA	Four Seasons Hotel, Logan Square, Philadelphia, PA	Osteria, 640 N. Broad St., Philadelphia, PA	\$959.99
2/11/15	1320 Saddlebrook Ln., Huntingdon Valley, PA	1320 Saddlebrook Ln., Huntingdon Valley, PA	Medical Oncology Associates, 382 Pierce St., Kingston, PA; Ruth's Chris Steakhouse, 1280 Highway, 315 Blvd., Wilkes Barre, PA	\$560.00
2/12/15	30 th St. Station, 2955 Market St., Philadelphia, PA	2 W. Baltimore Ave., Media, PA	No	\$94.50
2/12/15 ⁱ	Tarantella Restaurant, 128 NJ-70, Medford, NJ	Philadelphia International Airport	No	\$100.00
2/12/15 ⁱ	CompuCom Systems, 1225 Forest Pkwy, Paulsboro, NJ	Philadelphia International Airport	No	\$98.50
2/12/15 ⁱ	White Dog Café, 3420 Sansom St., Philadelphia, PA	Metropolitan Museum of Art, 1000 5 th Ave., New York, NY	No	\$427.50
2/13/15	157 Bosc Ct., Telford, PA	Philadelphia International Airport	No	\$114.75
2/13/15 ⁱ	15000 Midlantic Dr., Laurel, NJ	251 Pine St., Philadelphia, PA	No	\$96.22

*=indicates these trips were performed by a mini-bus vehicle with 24 seating capacity and not a limousine. 52 Pa.Code § 29.333(a) states capacity of limousine is ten passengers or less excluding the driver.

ⁱ=indicates this is interstate service which is outside of the jurisdiction of the PUC.

Date	Pick-up	Drop-off	Wait	Amount billed
2/19/15	733 N. Spring Mill Rd., Villanova, PA	Philadelphia International Airport	No	\$114.75
2/22/15	Philadelphia International Airport	Four Seasons Hotel, Logan Square, Philadelphia, PA	No	\$95.90
2/23/15	Four Seasons Hotel, Logan Square, Philadelphia, PA	Philadelphia International Airport	No	\$89.90
2/24/15	Philadelphia International Airport	733 N. Spring Mill Rd, Villanova, PA	No	\$120.75
2/28/15	Four Seasons Hotel, Logan Square, Philadelphia, PA	Four Seasons Hotel, Logan Square, Philadelphia, PA	As directed in Philadelphia, PA	\$580.00

Tr. 10-13, I&E Exhibit 2.

9. It is the opinion of Officer Allen that a trip sheet indicates dates when a motor carrier is in operation for commerce with its vehicles. Tr. 14-15.

10. Officer Allen found the following 12 days on the trip sheet when the Respondent operated under its limousine authority and failed to have insurance coverage for its limousine service on file with the PUC:

- a. February 7, 2015;
- b. February 8, 2015;
- c. February 9, 2015;
- d. February 10, 2015;
- e. February 11, 2015;
- f. February 12, 2015;
- g. February 13, 2015;
- h. February 19, 2015;
- i. February 22, 2015
- j. February 23, 2015;
- k. February 24, 2015; and
- l. February 28, 2015.

Tr. 15, I&E Exhibit 2.

11. The President of the Respondent, Mr. Dawara, provided the trip sheets in response to Officer Allen's request for the Company's trips in February 2015, so Officer Allen assumed the trips are performed by 4 Season drivers and 4 Season vehicles. Tr. 17-20, 25, 27.

12. There was no information provided by the Respondent that the trips on the trip sheet were subcontracted out to other motor carriers. Tr. 25.

DISCUSSION

Conduct Supporting Violations

The Commission is empowered and charged with the duty to enforce the requirements of the Public Utility Code (Code). 66 Pa.C.S. § 501(a). The Commission delegated authority to I&E to initiate prosecutions, such as the instant case, to enforce its regulation and statute. I&E is the proponent of a Commission regulation, statute, rule or order and, therefore, as the party seeking an order from the Commission, I&E bears the burden of proof in this case. 66 Pa.C.S. § 332(a) states, “[e]xcept as may be otherwise provided in section 315 (relating to burden of proof) or other provisions of this part or other relevant statute, the proponent of a rule or order has the burden of proof.”²

The degree of proof to which the proponent must meet to establish its case before the Commission is preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa.Cmwlt. 1990), alloc. denied., 602 A.2d 863 (Pa. 1992). The term “preponderance of the evidence” means the proponent, I&E, must present evidence that is more convincing, by even the smallest amount, than the evidence presented by the Respondent. *Se Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). 66 Pa. C.S. §1303, 52 Pa.Code §§ 31.27, 31.122(2) and 31.134(c).

² 66 Pa.C.S. § 315(a) does not apply in this proceeding because this matter did not arise upon the motion of the Commission, involve a proposed or existing rate of a public utility, or involve a complaint about a proposed increase in rates.

In its Complaint filed on June 10, 2015, I&E alleged the following facts in Numbered Paragraphs 1, through 5.

1. That Four Seasons Limousine Service, Inc., Respondent, maintains a principal place of business at 1524 McKean Street, Philadelphia, Pennsylvania 19145.

2. That Respondent was issued a certificate of public convenience by this Commission on December 19, 2008, at Application Docket No. A-2008-2055287 for limousine authorizing transportation of persons in limousine service.

3. That Respondent's operating rights were suspended on February 7, 2015, for failure to maintain evidence of insurance on file with this Commission. Evidence of insurance was filed on March 24, 2015, which indicated insurance coverage was effective March 6, 2015. Therefore, there was a lapse of insurance coverage from February 7, 2015 through March 5, 2015.

4. On April 15, 2015, PUC Enforcement Officer John spoke with owner... and requested trip sheets for the time period February 7, 2015 through March 6, 2015. The trip sheets revealed that the Respondent permitted its vehicle to be operated twelve days during the time period of the lapse of insurance coverage.

5. That Respondent, by permitting its vehicles to be operated while under suspension, violated 52 Pa.Code §§ 32.2 and 32.11 and also 66 Pa.C.S. § 501(c), in that it failed to observe, obey and comply with Commission regulation[s] or order, and the terms and conditions thereof. The penalty for this violation is \$1,000.00 for each day Respondent operated during the suspension and also the cancellation of the certificate of public convenience.

Through the investigation, testimony and evidence obtained from its motor carrier enforcement officer, I&E proved the location of Respondent's place of business and details about limousine service provided to the public which violated Commission regulations. See FOF #8.

The Respondent did not dispute that there was a lapse in insurance coverage. In fact the Respondent agreed to admit its Answer into the record. Through its Answer, the Respondent admitted specifically to paragraph 3 of the Complaint which stated, "The Respondent's operating rights were suspended February 7, 2015, for failure to maintain evidence of insurance on file with [the] Commission. ... there was a lapse of insurance coverage from February 7, 2015, through March 5, 2015." *Pa. Pub. Util. Comm'n, Bureau of Investigation and Enforcement v. Four Seasons Limousine Service, Inc.*, Complaint (filed June 10, 2015) at 1, ¶ 3.

Because the Respondent admitted to the lapse of insurance coverage from February 7, 2015, through March 5, 2015, there is no dispute that there was no insurance on file with the Commission over this period. Consequently, there is no dispute that the Respondent failed to comply with Commission regulations at 52 Pa.Code §§ 32.2(c) and 32.11(a) (regarding insurance to be on file with the Commission and passenger carrier prohibit from operating unless insurance is on file with the Commission, respectively). Tr. 30-31.

Based ~~in~~ on the evidence of the record, I find that the Complainant has satisfied its burden of proof. I also find that the Respondent failed to rebut the evidence provided by the Complainant. I find that the Complainant proved that the Respondent operated limousine service to the public while it failed to have evidence of insurance on file with the Commission, which is prohibited by PUC regulations and statute. Therefore, having met the requirements of proving the accuracy of its allegations, the Complaint of I&E is granted as shown by the ordering paragraphs below.

Civil Penalty

The Complainant seeks a \$1,000.00 civil penalty for the each day the Respondent provided limousine service to the public without evidence of insurance coverage on file with the Commission in violation of the Commission's regulations and statute. This proposed civil penalty is in compliance with *Act 164 of 2016—Implementation of Chapter 26*, Docket No. L-2016-2574379 (Order entered December 8, 2016)(*Implementation of Chpt 26*) at 10 and Appendix C, which states, “**Certificate Cancellation plus \$1000 per violation per day (this is the maximum fine permitted)** operating while certificate is under suspension – when a lapse in insurance coverage has occurred.” (Emphasis in original).

Having concluded Respondent violated the Code by ~~failing~~ providing limousine service to the public without evidence of insurance coverage in violation of the Commission's regulations and statute, it is appropriate to consider the assessment of a civil penalty. Section 3301 of the Code provides that if any public utility fails to comply with any Commission regulation it shall forfeit and pay to the Commonwealth a sum not exceeding \$1,000.00 per day

of violation. 66 Pa.C.S. § 3301. To implement this section, the Commission has adopted certain standards that must be applied when imposing a civil penalty for violations of Commission directives and regulations. See 52 Pa.Code § 69.1201; see also, *Rosi v. Bell Atlantic-Pa., Inc. and Sprint Communications Co.*, Docket No. C 00992409 (Order entered February 10, 2000) (*Rosi*).

Pursuant to Section 1501 of the Code, a company or individual, which provides motor carrier transportation services to the public, is considered to be a public utility required to provide reasonable service to their customers. 66 Pa.C.S. § 1501. The Commission has exclusive jurisdiction to determine the reasonableness, adequacy and sufficiency of a public utility's services and facilities. *Elkin v. Bell of Pa.*, 420 A.2d 371 (Pa.Cmwlth. 1980). The term "service" should be "used in its broadest and most inclusive sense, including any and all acts done, rendered, or performed, and any and all things furnished or supplied...by public utilities...in the performance of their duties under the Public Utility Code..." 66 Pa.C.S. § 102 (definition for "service").

Sections 3301(a) and (b) of the Public Utility Code, 66 Pa.C.S. § 3301(a) and (b) authorize the Commission to impose a maximum civil penalty of \$1,000 per day for violations of its statutes, regulations and orders. The Commission has adopted certain standards that are to be applied in determining the amount of civil penalties when violations are admitted or determined to have occurred. There are ten standards which the Commission first articulated in *Rosi*, which are now published at 52 Pa.Code § 69.1201 in the Commission's Policy Statements and Guidelines.

The first criterion to consider is whether the violation was of a serious nature or whether it was less egregious, such as an administrative or technical error. The Complainant noted evidence of insurance cancellation was filed on February 7, 2015, which was a Form K. Tr. 8, I&E Exhibit 1. The Complainant noted evidence of insurance renewal, a Form E, was filed effective March 6, 2015. Tr. 8, I&E Exhibit 1. Consequently, the lapse in liability insurance coverage on file with the Commission occurred for approximately one month, February 7, 2015 through March 5, 2015. The evidence suggests a conclusion that this violation though serious was an

administrative error. I find that the evidence does not support a higher penalty because the violation is an administrative error and a lower penalty is reasonable.

The second criterion is whether the resulting consequences of the conduct were of a serious nature, such as personal injury or property damage. The consequence of Respondent's conduct did not result in personal injury or property damage. No individual is known to have been harmed because of the lapse in insurance coverage. If there were a reason to file an insurance claim during the period from February 7, 2015 through March 5, 2015, the Respondent would not have been covered. The result of the Respondent being unable to pay for personal injury suffered by a member of the public is unreasonable and it is why the Commission enforces this policy. Fortunately, in this case the lapse of insurance coverage did not yield a catastrophic result for the Respondent or a member of the public. The fact remains the record has no personal injury or property damage. Thus, I conclude the consequences warrant a lower penalty.

The third criterion is whether the conduct at issue was deemed intentional or negligent. Although there was no evidence presented by either party in this regard, as indicated when examining criterion one, the lapse in liability insurance coverage was no longer than one month. See *supra* at 10. I do not find that period substantial to deem the conduct intentional. I conclude that the conduct at issue is unintentional and negligent, which warrants a lower penalty.

The fourth criterion is whether the utility made efforts to modify internal practices and procedures to address the conduct and prevent similar conduct, and the amount of time it took for the implementation of these measures. There is no record evidence to show whether the Respondent made efforts to modify internal practices and procedures to address the conduct at issue or to prevent similar conduct from reoccurring. I conclude this criterion indeterminate for a penalty.

The fifth criterion is the number of customers affected. According to the evidence, the Respondent performed the egregious conduct at issue on the following dates:

- (1) February 7, 2015;
- (2) February 8, 2015;
- (3) February 9, 2015;

- (4) February 10, 2015;
- (5) February 11, 2015;
- (6) February 12, 2015;
- (7) February 13, 2015;
- (8) February 19, 2015;
- (9) February 22, 2015
- (10) February 23, 2015;
- (11) February 24, 2015; and
- (12) February 28, 2015.

I&E Exhibit 2. The trip sheets, I&E Exhibit 2, list the passenger for each trip. There are a total of 23 passengers that were given limousine service on the above days listed by the Respondent. This amount of passengers does not include the interstate trips or the trips that were provided by a mini bus rather than a limousine. It is not known whether the passenger listed is the only passenger serviced or the passenger responsible for the originating the limousine service. Based on the record evidence it is undetermined the number of customers affected by the Respondent's violation, but it is at a minimum over 20 passengers. Thus, I conclude a mid-range penalty is warranted.

The sixth criterion is consideration of Respondent's compliance history.

Commission records show that the Respondent has had four other violations other than the instant Complaint. On January 14, 2011, the Respondent was fined \$250.00 for failure to provide the Commission a vehicle list in compliance with 52 Pa. Code § 29.333(d). See *Pa Pub. Util. Comm'n, Bureau of Transp. & Safety v. Four Seasons Limousine Service, Inc.*, Docket No. C-2010-2191582, (Secretarial Letter February 28, 2011). There is no record that the Respondent paid this fine. On March 11, 2013, at Docket No. C-2013-2347801, the Respondent violated Commission regulations by failure to comply with the Secretarial Letter at Docket No. C-2010-2191582 and was fined \$250.00. The Respondent paid the fine on March 13, 2013.

On July 23, 2015, a formal complaint was filed against the Respondent for failure to pay the assessment for 2014-2015 at *Pa. Pub. Util. Comm'n, Bureau of Investigation and Enforcement v. Four Seasons Limousine Service, Inc.*, Docket No. C-2015-2494327 in the amount of \$1,847.00 and a civil penalty of \$277.00 for a total amount due of \$2,124.00. There is no record that the assessment was paid. On December 30, 2015, a Motion for Default Judgment (Motion) was filed by the Complainant against the Respondent. On July 21, 2016, the Commission granted

the Motion and directed that the Respondent's certificate of public convenience be cancelled if the Respondent failed to timely pay the assessment and civil penalty amount. See *Pa. Pub. Util. Comm'n, Bureau of Investigation and Enforcement v. Four Seasons Limousine Service, Inc.*, Docket No. C-2015-2494327 (Opinion and Order entered July 21, 2016)(*Default Order*). By Secretarial Letter dated January 19, 2017, the Commission acknowledged that the assessment and civil penalty were not paid and that the Respondent's certificate of public convenience is cancelled as directed by the *Default Order*.

On April 14, 2016, a formal complaint was filed against the Respondent for failure to maintain evidence of liability insurance on file with the Commission. See *Pa. Pub. Util. Comm'n, Bureau of Investigation and Enforcement v. Four Seasons Limousine Service, Inc.*, Docket No. C-2016-2539822. A Cancellation Notice was sent by the Commission's Secretary on September 8, 2016, which stated that the formal complaint was deemed admitted because the Respondent failed to timely respond to it. The Cancellation Notice further cancelled the certificate of public convenience of the Respondent, assessed a fine in the amount of \$600.00, and requested the Pennsylvania Department of Transportation to put an administrative hold of the Respondent's vehicle registration until all past due assessments, fines, filings and certificate of service are active, current, and paid.

The Respondent's history with the Commission shows that its certificate of public convenience is cancelled and it has failed to pay the Commission for any violation committed after 2013. Since 2013 the Respondent has been found providing motor carrier service that violates Commission rules, regulations or orders, yet fails to pay the consequences for its egregious behavior. The Respondent's conduct shows a disregard for compliance with the Commission rules, regulations, and orders and disregard for adhering to Commission authority. I conclude this criterion warrants a higher penalty based on the conduct of failure to comply with Commission direction displayed by the Respondent after 2013.

The seventh criterion is whether the regulated entity cooperated with the Commission's investigation. The record evidence shows that the Respondent provided the trips sheet by reservation of customer to the Complainant. The Respondent was represented and its

attorney did appear at the scheduled evidentiary hearing rather than fail to appear at all. Based on the totality of the record, I conclude a lower range penalty is warranted.

The eighth criterion is the amount of the civil penalty or fine necessary to deter future violations, with consideration of the size of the utility. I&E requested the civil penalty equal \$12,000.00, or \$1,000.00 per day of each violation. The amount of \$1,000.00 is the maximum amount per violation permitted. See *Implementation of Chpt 26*, at Appendix C. In consideration of all relevant factors, I conclude I&E's suggested penalty of \$12,000.00 is excessive. The criteria for analysis of assessing the civil penalty concluded with just one higher range penalty warranted. The majority of the criteria yielded an assessment of a lower range penalty. It is only because the Respondent has a poor compliance history that a high penalty was considered to deter future violations. I do not find that an increase to the maximum amount is just. Accordingly, I conclude a more appropriate penalty to deter future violations is \$6,000.00 based on the facts admitted into evidence.

The ninth criterion is past Commission decisions. As noted previously, the Commission fined the Respondent in 2012 and 2016 for engaging in the same conduct as cited by I&E in the instant Complaint. This criterion works to aggravate the penalty to be imposed.

The tenth criterion is other relevant factors. No other factors have been suggested or considered other than those previously discussed.

In any case in which a civil penalty is assessed, these ten factors must be considered when calculating the amount of the penalty. The factors are meant to ascertain, in general, how serious was the conduct and intention of the utility, how the individual consumer was affected and how the utility's conduct may bode for similar future situations. In this proceeding, the Respondents' actions – to offer limousine service to the public without appropriate liability coverage as insurance – were serious and warrant a mid-range penalty.

The evidence presented and taken as a whole proves a civil penalty is necessary to deter future violations. Therefore, I am assessing a six thousand dollar (\$6,000.00) civil penalty

against the Respondent. This penalty takes into consideration the Respondent's failure to stop continuing violations previously noted by the Commission. I do not think that the conduct of the Respondent, though deliberate, warrants the maximum penalty. It is noted that the Respondent's certificate of public convenience has been cancelled due to a previous violation and an administrative hold has been requested on all vehicle registration by the Respondent until it has made all payments, filings and reports due to Commission. See *Pa. Pub. Util. Comm'n Bureau of Investigation and Enforcement v. Four Seasons Limousine Service, Inc.*, Docket No. C-2016-2539822 (Cancellation Notice September 8, 2016).

Conclusion

Based on a review of the standards set forth in *Rosi*, I conclude a civil penalty in the amount of \$6,000.00 is reasonable. Accordingly the Complaint is sustained by the ordering paragraphs below. The Respondent is ordered to pay a civil penalty and I&E's request to have the certificate of public convenience cancelled is not warranted because Respondent's certificate of public convenience was cancelled on January 19, 2017 at *Default Order*, Docket No. C-2015-2494327, and on September 8, 2016 by Cancellation Notice at Docket No. C-2016-2539822. The Respondent is to cease and desist from operating until all assessments, fees, fines, penalties that are outstanding are paid in full and any requested reports are filed with the Commission.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. §§ 501 and 701.
2. The Commission has the power, and the duty, to enforce the requirements of the Public Utility Code, pursuant to 66 Pa.C.S. § 501(c).
3. Pursuant to 66 Pa.C.S. § 332(a), the burden of proof in this proceeding is on the Bureau of Investigation and Enforcement as the proponent of a Commission Order.

4. Four Seasons Limousine Service, Inc. did begin to offer, render, furnish or supply limousine services within the Commonwealth without first filing evidence of liability insurance coverage with the Commission pursuant to 66 Pa.C.S. § 512, 52 Pa. Code §§ 32.2(c), 32.11 and 32.12.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal complaint filed by the Bureau of Investigation and Enforcement of the Pennsylvania Public Utility Commission against Four Seasons Limousine Service, Inc., at C-2015-2473651 is sustained.

2. That Four Seasons Limousine Service, Inc. shall pay a civil penalty of six thousand dollars (\$6,000.00) for violation of the Public Utility Code, 66 Pa. C.S. §§ 501(c) and 512 and 52 Pa.Code §§ 32.2(c), 32.11 and 32.12, by certified check or money order, within twenty (20) days after service of the Commission's order, made payable to Commonwealth of Pennsylvania and forwarded to:

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

3. That Four Seasons Limousine Service, Inc. shall cease and desist from further violations of the Public Utility Code and the Public Utility Commission's regulations.

4. That the certificate of public convenience at A-2008-2055287 remains cancelled until Four Seasons Limousine Service, Inc., complies with ordering paragraph 2 above

