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BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

PENNSYLVANIA PUBLIC UTILITY COMMISSION  
BUREAU OF INVESTIGATION AND ENFORCEMENT

V.

DOCKET NO. C-2019-3009276

MATTHEW BARNES DBA BARNES WORLDWIDE  
AKA BARNES PROFESSIONAL LIMOUSINE SERVICE LLC  
19111 FISHER ISLAND DRIVE  
MIAMI BEACH FL 33109

**AMENDED ANSWER BY DEFENDANT**

1. **Matthew Barnes denies doing business as Barnes Worldwide a/k/a Barnes Professional Limousine Service, LLC. Matthew Barnes DBA Barnes Worldwide a/k/a Barnes Professional Limousine Service, LLC denies maintaining a principle place of business at 19111 Fisher Island Drive, Miami Beach FL 33109. Matthew Barnes further notes he is not one in the same as Barnes Professional Limousine Service, LLC and or Barnes Worldwide.**
  
2. **Matthew Barnes, acting individually, and or Matthew Barnes d/b/a Barnes Worldwide has never charged anyone's credit card in the past and therefore such a claim that Matthew Barnes and or Matthew Barnes d/b/a Barnes Worldwide would have overcharged someone's credit card would be impossible. Barnes Professional Limousine Service, LLC may engage in credit card transactions from time to time in some form. However, to the best of Matthew Barnes knowledge Barnes Professional Limousine Service, LLC has never overcharged someone's credit card knowingly or intentionally. Matthew Barnes and or Matthew Barnes d/b/a Barnes Worldwide and or Matthew Barnes DBA Barnes Worldwide a/k/a Barnes Professional Limousine Service, LLC has never held its self out to broker intrastate ground passenger transportation to a person by the name of Ms. Nee in the past in PA. Had Barnes Professional Limousine Service, LLC held itself out to Ms. Nee in the past to broker a ground transportation move for her between a point in PA, then a point in NY and then a point in PA, as she has alleged in the past, this would not fall under the jurisdiction of the PA PUC as the PA PUC does not**

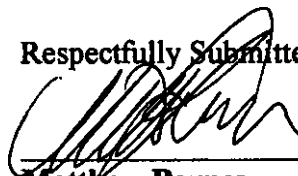
have jurisdiction over a held out move specifically pertaining to a brokered ground passenger transportation move that is to cross into NY. The PA PUC does not have jurisdiction over the brokering of interstate ground passenger transportation. Based on the allegations of Ms. Nee in the past in summary, Ms. Nee has alleged that Barnes Professional Limousine Service, LLC did not have the correct license with the State of PA to hold out to broker a ground passenger transportation move for herself from a point in PA, to various wineries in PA and NY and then back to PA. This allegation is baseless, as again, the PA PUC does not have jurisdiction over a company holding themselves out as brokers of passenger ground transportation for interstate travel.

3. Respondent never held itself out to Ms. Nee to provide or act as a broker of ground passenger transportation between points in PA without crossing state lines during the offered move. Therefore, it would be impossible for the respondent to have violated the Public Utility Code, 66 Pa. C.S. §1101. Therefore, the respondent denies violating Public Utility Code, 66 Pa. C.S. §1101. The PA PUC has no authority to direct the respondent to direct any refund to Ms. Nee in the amount of \$1600.00. Ms. Nee has not paid the respondent \$1,600.00 in the past. The PA PUC is also not entitled to a payment from the respondent in the amount of \$500.00 as the respondent has not violated any law for which this payment would be due.
4. Matthew Barnes, individually, provides Exhibit 1 (attached) that has been provided by Ms. Nee supporting the respondents answer.
5. Matthew Barnes, individually, intends to enter a counter claim alleging that the PA PUC, through its spokesman Nils Nagan-Frederiksen has wrongfully and unjustifiably discriminated against Matthew Barnes, individually whereas the individual at the PA PUC has implied and spread falsehoods to a reporter with regards to Mr. Barnes, individually, to be broadcasted via a public news release to the general public. Such event has in turn caused damages to Matthew Barnes, individually, which includes but is not limited to defamation of Matthew Barnes' character individually. Matthew Barnes, individually, reserves the right to be compensated for all damages caused to Matthew

Barnes, individually, by the PA PUC pertaining to this matter which is believed to possibly be in excess of \$25,000,000.00 USD (Twenty Five Million Dollars and Zero Cents).

6. Matthew Barnes, individually, enters a counter claim as Matthew Barnes, individually, believes that the PA PUC has engaged, knowingly and intentionally, in activity that caused emotional distress and mental anguish to Matthew Barnes, individually. If the PA PUC did not engage in this activity knowingly, then Matthew Barnes alleges that the PA PUC did not act in good faith, typical practice and with reasonableness pertaining to actions it has taken against Matthew Barnes, individually, in the past which has caused emotional distress and mental anguish to Matthew Barnes, individually. The amount of the damages caused from such action by the PA PUC at this time is undetermined and is in the process of being calculated.
7. Matthew Barnes, individually, provides Exhibit 2 (attached) that supports Matthew Barnes counter claim.
8. Matthew Barnes, individually, continues to reserves any and all rights.

Respectfully Submitted,



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**Matthew Barnes**  
FOR MATTHEW BARNES DBA BARNES WORLDWIDE  
AKA BARNES PROFESSIONAL LIMOUSINE SERVICE LLC

Exhibit 1

**BARNES WORLDWIDE - 6045**

Service date: September 29, 2018

Purchaser Name: Moira Nee E-Mail: Moira [REDACTED]

Mobile: 412- [REDACTED]

Pickup time: 5pm Drop off time: 7pm

All billing runs from portal to portal in 1 hour long blocks of time. You will be billed \$85.00 per hour plus gratuity and service charge.

Pick-Up Address: 363 West 9th Street Erie PA 16502  
- Taken to wineries in PA and NY

Final Drop off Address: 363 West 9th Street Erie PA 16502

\* Vehicle preference: SUV - 5 passengers

*\* We reserve the right to substitute the limousine or color with something different at our discretion due to weather, maintenance or any other condition deemed appropriate by Barnes Professional Limousine Service LLC. Barnes Professional Limousine Service reserves the right to contract other limousine service(s) to fulfill this commitment if deemed necessary by our company. Purchaser agrees that the company is only estimating the amount of people that will fit in the limo for the max number of passengers and that it is subjective to the size of the individuals. Barnes Professional Limousine Service LLC does not guarantee any certain amount of people will fit in the limo that you reserve. If purchaser exceeds the max number of passengers, purchaser authorizes a charge of \$100 per person for every person over the maximum billed to the credit card / debit card.*

**DO NOT FILL IN THE BELOW BOX - THIS IS FOR INTERNAL USE ONLY TO BE FILLED OUT BY MANAGEMENT**

Warehouse Departure: _____	Pickup time: _____	Drop off time: _____	Warehouse Arrival: _____
Hrs booked ( @ \$85.00 per hour ) \$ _____			
Gratuity 20% = \$ _____			
Service charge 15% = \$ _____ - Covers applicable taxes, tolls, fuel & mileage.			
Package price: \$ _____			

**\*THERE IS NO GUARANTEE THAT OVERTIME HOURS WILL BE AVAILABLE. PLEASE BE SURE THAT THE NUMBER OF HOURS YOUR BOOK IS SUFFICIENT.**

Credit Card Number: [REDACTED] 948 Name: Moira Nee -- Type Visa

Billing address: [REDACTED] 15226

CVV (3 digit security on back of card or 4 on front for AMEX): [REDACTED] EXP: [REDACTED]

*\*Purchaser agrees that they have read our second page with our rules and regulations. Purchaser authorizes charges to their card above in accordance to our rules and regulations and furthermore for anything stolen from the vehicle, any damages done to the vehicle by themselves, invited or uninvited guests and/or any overtime. Barnes Limo, or its designated representative, is hereby appointed customer's attorney-in-fact to sign customer's signature for additional charges to the customer's credit card for damages, overtime, and/or and charges due and not immediately paid by the customer and is expressly empowered and authorized to charge all costs resulting from damages to said credit card.*

**ALL PAYMENTS MUST BE SUBMITTED 30 DAYS BEFORE THE SERVICE DATE | INITIAL: MN**

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PA PUC  
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reached out to various state and federal regulators.

**The Pennsylvania PUC says officials are listening.**

“The commission’s Motor Carrier Enforcement Division is investigating recent complaints involving Barnes and is working with other consumer protection and law enforcement agencies to address complaints from consumers in Pennsylvania and other states,” PUC spokesman Nils Hagen-Frederiksen wrote in an email earlier this month.

In recent days, Mr. Barnes has reached out to some vocal customers in the Facebook group, offering certain refunds in exchange for signing a release form absolving him of any wrongdoing and ending their rights to any legal actions. It also requires that settlement terms be kept confidential.

***Release form offered by Mr. Barnes:***

ADVERTISEMENT

**Go out. Cash in.**  
 Earn unlimited 3% cash back on dining and entertainment + \$150 cash bonus.

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Exhibit 2

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Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, Pennsylvania 17120

17120-009399

