



January 21, 2021

ROSEMARY CHIAVETTA, SECRETARY
PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET 2ND FLOOR
HARRISBURG PA 17120

Re: Easton Coach Company, LLC Notice Regarding Change of Motor Carrier's Name

Docket Numbers:

A-2020-3023021
A-00118835 Folder 1 (Group and Party)
A-00118835, Folder 2 (Group and party)
A-2014-2415524 (Paratransit)
A-2014-2415529 (Paratransit)
A-2014-2415532 (Paratransit)
A-2014-2415540 (Paratransit)
A-2014-2415508 (Call or Demand)
A-2014-2415520 (Call or Demand)
A-2014-2415552 (Call or Demand)
A-2014-2415560 (Call or Demand)

Name of Motor Carrier (as presently shown in the Commission's records):

Easton Coach Company

Dear Secretary Chiavetta:

On December 31, 2020, Easton Coach Company converted from a Delaware corporation into a Delaware limited liability company known as Easton Coach Company, LLC (the "Company"). This letter serves as notice to the Pennsylvania Public Utility Commission (the "Commission") of this change in the Company's entity type and name, in accordance with 52 Pa. Code §3.381(a)(6)(i). As further background, by Secretarial Letter dated December 28, 2020, the Commission approved a change in control of Easton Coach Company.

Attached to this letter as Exhibit A is a copy of the Certificate of Conversion and Certificate of Formation filed with the Secretary of State of the State of Delaware on December 31, 2020, 2020. There has been no change in the ownership or control of Easton Coach Company since the change of control approved by the Commission on December 28, 2020.

Attached to this letter as Exhibit B is the Easton Coach Company, LLC Limited Liability Company Agreement, indicating that ECC Holding Company, Inc. is the sole member of Easton Coach Company, LLC.

Attached to this letter as Exhibit C is the Verified Statement required to accompany this letter.

If you have any questions regarding this letter, please do not hesitate to contact P. Joseph Scott at (610) 253-4055, ext. 1036; email: jscott@eastoncoach.com.

Please provide certificates of public convenience reflecting this name change at the Commission's earliest convenience.

Thank you for your consideration of this matter.

Sincerely,

EASTON COACH COMPANY, LLC

By: 
P. Joseph Scott, Chief Executive Officer

Exhibit A

Certificate of Conversion and Certificate of Formation

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "EASTON COACH COMPANY" TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "EASTON COACH COMPANY" TO "EASTON COACH COMPANY, LLC", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2020, AT 11:03 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

3503256 8100V
SR# 20208807002

Authentication: 202201222
Date: 01-02-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "EASTON COACH COMPANY, LLC" FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2020, AT 11:03 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

3503256 8100V
SR# 20208807002

Authentication: 202201222
Date: 01-02-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:03 AM 12/31/2020
FILED 11:03 AM 12/31/2020
SR 20208807002 - File Number 3503256

**CERTIFICATE OF CONVERSION
CONVERTING**

EASTON COACH COMPANY
(a Delaware corporation)

To

EASTON COACH COMPANY, LLC
(a Delaware limited liability company)

1. Date and Jurisdiction of Formation. The date on which, and the jurisdiction where, the other entity ("***Other Entity***") that is being converted to the Limited Liability Company was created, incorporated, formed or otherwise came into being are as follows:

<u>Date</u>	<u>Jurisdiction</u>
3/18/2002	Delaware

2. Name of Other Entity. The name of the Other Entity immediately prior to the filing of this Certificate of Conversion was "Easton Coach Company."

3. Name of Converted Limited Liability Company. The name of the Delaware limited liability company to which the Other Entity has been converted, and the name set forth in the Certificate of Formation of the Limited Liability Company filed in accordance with Section 18-201 of the Delaware Limited Liability Company Act, is "Easton Coach Company, LLC."

4. Effective Time. This Certificate shall be effective upon its filing in the Office of the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Conversion as of December 31, 2020.

Easton Coach Company

P. Joseph Scott

By: _____

Name: P. Joseph Scott
Title: President & Chief Executive Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:03 AM 12/31/2020
FILED 11:03 AM 12/31/2020
SR 20208807002 - File Number 3503256

CERTIFICATE OF FORMATION
OF
EASTON COACH COMPANY, LLC

This Certificate of Easton Coach Company, LLC (the “Limited Liability Company”) has been duly executed and is being filed by the undersigned authorized person to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §§18-101, et seq.).

1. Name. The name of the Limited Liability Company formed hereby is Easton Coach Company, LLC.

2. Registered Office and Registered Agent. The address of the registered office of the Limited Liability Company in the State of Delaware, County of New Castle is 1313 N. Market St., Suite 5100, Wilmington, Delaware 19801. The registered agent of Company for service of process at such address is PHS Corporate Services, Inc.

IN WITNESS WHEREOF, the undersigned authorized person has duly executed this Certificate of Formation as of December 31, 2020.

P. Joseph Scott

By: _____

Name: P. Joseph Scott

Title: President & Chief Executive Officer

Exhibit B

Easton Coach Company, LLC Limited Liability Company Agreement

EASTON COACH COMPANY, LLC

LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “*Agreement*”) is entered into this December 31, 2020 by and between EASTON COACH COMPANY, LLC, a Delaware limited liability company (the “*Company*”), and ECC HOLDING COMPANY, INC., a Delaware corporation (the “*Member*”), as the sole member of the Company.

1. Organization. On December 31, 2020, the Company was formed pursuant to the Delaware Limited Liability Company Act (the “*LLC Act*”) by the Member to engage in one or more business operations or activities in which a Delaware limited liability company may be lawfully engaged, with the filing of the Certificate of Formation with the Secretary of State of the State of Delaware (the “*Secretary of State*”). The Member is executing this Agreement to regulate and establish the affairs of the Company and the relation of the Company to its Member.

2. Purpose. The Company is organized for the purpose of carrying on any lawful business purpose or activity for which limited liability companies may be organized under Delaware law.

3. Term. The term of the Company shall commence upon the filing of the Certificate of Formation with the Secretary of State and shall continue until terminated by a vote of the board of managers of the Company (the “*Board*”) and the Member, at which time the Board shall file, or cause one or more members of the Board or officers selected by the Board pursuant to Section 7 herein to file, a Certificate of Cancellation with the Secretary of State and any other certificate or document required to be filed by applicable law. The Board shall provide for the payment and settlement of all of the debts, liabilities and obligations of the Company and the distribution of any remaining assets of the Company to the Member in accordance with the provisions of the LLC Act.

4. Principal Place of Business; Registered Agent. The Company’s principal place of business shall be such place as the Board, in its discretion, shall determine. The Company’s registered office is 1313 N. Market St., Suite 5100, Wilmington, Delaware 19801 with PHS Corporate Services, Inc. as the registered agent.

5. Capital Contribution. By executing this Agreement, the Member hereby agrees to contribute to the Company such cash, property or services as determined by the Member (the “*Capital Contribution*”).

6. Member.

6.1. Membership Interests. The membership interests of the Company are reflected on Schedule A, as the same may be amended from time to time. The Board may make such further rules and regulations as it may deem appropriate concerning the issuance and registration of membership interests, including with respect to the issuance of certificates representing membership interests.

6.2. Actions. The Member, acting solely in its capacity as a Member, shall have the right to vote on, consent to, or otherwise approve only those matters as to which this Agreement or the LLC Act specifically requires such approval. Any action or decision required or permitted to be taken by the Member under this Agreement may be taken without a meeting if consent in writing setting forth the action so taken is signed and delivered to the Company by the Member.

6.3. Liability of Member. The Member shall not have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other member, member of the Board, officer, agent or employee of the Company. The Member's failure to observe any formalities or requirements relating to the exercise of the Member's powers or the management of the Company's business and affairs under this Agreement shall not be grounds for imposing liability on the Member for the Company's liabilities.

7. Management.

7.1. Authority; Powers and Duties of the Board. Management of the business and affairs of the Company shall be vested in the Board, who shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Board shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Board as set forth in this Agreement. The Board shall have all rights and powers of a manager under the LLC Act and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

7.2. Number. The number of members of the Board shall be shall be established from time to time by the Board. Initially, the number of members of the Board shall be six (6). The initial members of the Board shall be David M. Boucher, John H. McFadden, P. Joseph Scott, Sandra S. Boucher, Mark E. Glatz and Andrew P. Ravenna.

7.3. Decisions by Managers. Except as otherwise expressly required by this Agreement or the LLC Act, a majority of the total number of members of the Board shall be required to constitute a quorum for the transaction of business at any meeting, and the act of a majority of the Board present at any meeting at which a quorum shall be present shall be the act of the Board. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all of the members of the Board consent thereto in writing and such writing or writings are filed with the minutes of proceedings of the Board. The members of the Board may participate in a meeting by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this means shall constitute presence in person at such meeting.

7.4. Compensation. A member of the Board shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company, subject to substantiation of the amount and purpose thereof. A member of the Board shall not be entitled to compensation for serving as such, unless approved by the Member.

7.5. Election of Officers; Delegation of Authority. The Board may, from time to time, designate one or more officers with such titles as may be designated by the Board to act in the name of the Company with such authority as may be delegated to such officers by the Board (each such designated person, an “**Officer**”). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Board. Any action taken by an Officer designated by the Board pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her.

8. Distributions - General Principles. The Member shall have the right to receive any distribution or return of its Capital Contribution at any time.

9. U.S. Tax Treatment of the Company. For United States Federal and state income tax purposes, the Company shall be treated as a disregarded entity unless and until such status changes.

10. Liquidation. In the event of the dissolution of the Company which results in the winding up of its affairs, its liabilities shall be paid in the order provided herein. The Board may cause any assets of the Company to be sold and shall have no liability for the prices obtained. The proceeds of such sale shall be distributed as follows: (i) to creditors in the order of priority as provided by law; and (ii) thereafter, to the Member.

11. Limitation of Liability; Indemnification. Except as required under the LLC Act or as expressly set forth in this Agreement, no member of the Company, Officer or member of the Board (collectively, the “**Indemnified Parties**”, each an “**Indemnified Party**”) shall be liable, responsible or accountable, in damages or otherwise, to the Company or the Member for any act performed in good faith by it with respect to Company matters, except for fraud, an intentional breach of this Agreement, or willful misconduct or gross recklessness. The Company shall indemnify and hold harmless the Indemnified Parties from and against any and all claims and demands whatsoever incurred as a result of or arising from any threatened, pending or completed action by or in the right of the Company; provided, however, that indemnification under this Section 11 shall not be made in any case where the act giving rise to the indemnification constitutes, in the opinion of the Member or a court of competent jurisdiction, fraud, willful misconduct or gross recklessness. Expenses incurred by an Indemnified Party defending any action or proceeding against which indemnification may be available under this Agreement shall be paid by the Company in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall be ultimately determined that such person is not entitled to be indemnified by the Company. The rights to indemnification and advancement of expenses provided by this Agreement shall continue as to a person who has ceased to serve in the capacity as to which he or she was indemnified and shall inure to the benefit of the heirs, executors and administrators of such person.

12. Amendment. The affirmative vote of the Board and the Member shall be required to effect (i) any amendment to the Company’s Certificate of Formation or this Agreement, or (ii) any act on behalf of the Company that contravenes the Company’s Certificate of Formation or the terms of this Agreement.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of law rules of the State of Delaware or any other jurisdiction.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the undersigned have, intending to be legally bound hereby, executed this Agreement on the day and year above first written.

SOLE MEMBER:

ECC Holding Company, Inc.

By: P. Joseph Scott
Name: P. Joseph Scott
Title: President & Chief Executive Officer

THE COMPANY:

Easton Coach Company, LLC

By: P. Joseph Scott
Name: P. Joseph Scott
Title: President & Chief Executive Officer

SCHEDULE A

Name of Member	Address	Membership Interests
ECC Holding Company, Inc.	1200 Conroy Place Easton, Pennsylvania 18040	100%

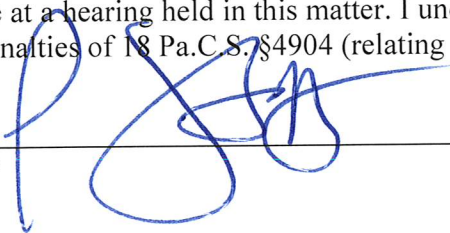
Exhibit C

Verification

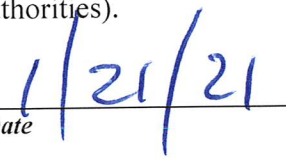
VERIFICATION

I, P. Joseph Scott, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).

Signature

A handwritten signature in blue ink, appearing to be 'P. Joseph Scott', written over a horizontal line.

Date

A handwritten date in blue ink, '1/21/21', written over a horizontal line.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS
401 NORTH STREET, ROOM 206
P.O.BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.PA.GOV

Pepper Hamilton LLP
Counter Pickup
PA


Easton Coach Company, LLC

The Bureau of Corporations and Charitable Organizations is happy to send your filed document. The Bureau is here to serve you and we would like to thank you for doing business in Pennsylvania.

If you have any questions pertaining to the Bureau, please visit our website at www.dos.pa.gov/BusinessCharities Or you may contact us by telephone at (717)787-1057. Information regarding business and UCC filings can be found on our searchable database at www.corporations.pa.gov/Search/CorpSearch .

Entity number : 3062892

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<input type="checkbox"/> Return document by mail to: Name _____ Address _____ City _____ State _____ Zip Code _____	Transfer of Foreign Registration DSCB:15-418 <i>(rev 2/2017)</i>  TCO210125MC0937
<input checked="" type="checkbox"/> Return document by email to: <u>pamela.bishop@troutman.com</u>	

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$70

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 418 (relating to transfer of registration), the undersigned registered foreign association hereby states that:

1. The name of the association under which it is registered to do business in this Commonwealth and before the merger or conversion is:

Easton Coach Company

2. The type of association before the merger or conversion is (check only one):

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | |

3. The name of the association following the merger or conversion:

Easton Coach Company, LLC

3A. If the name in 3 does not contain a required designator or if the name in 3 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

4. The type of association after the merger or conversion (check only one):

- | | | |
|---|--|---|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | |

5. The jurisdiction of formation of the association after the merger or conversion is: Delaware

PA DEPT. OF STATE

JAN 25 2021

If different than the information for the registered foreign association before the merger or conversion, all of the following information for the association after the merger or conversion:

6A. The street and mailing address of the association's principal office is:

Number and street City State Zip

6B. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction is:

Number and street City State Zip

7. The (a) address of the association's registered office in this Commonwealth or (b) name of its Commercial Registered Office Provider and the county of venue is:

Complete part (a) OR (b) - not both:

(a) Number and street City OR State Zip County

(b) c/o: Name of Commercial Registered Office Provider County

8. Effective date of transfer of foreign registration is (check, and if appropriate complete, one of the following):

- [x] The Transfer of Foreign Registration shall be effective upon filing in the Department of State.
[] The Transfer of Foreign Registration shall be effective on: Date (MM/DD/YYYY) at Hour (if any)

IN TESTIMONY WHEREOF, the undersigned registered foreign association has caused this Transfer of Foreign Registration to be signed by a duly authorized representative of the surviving or converted association this 20th day of January 20 21.

Easton Coach Company, LLC
Name of Association
Signature
President
Title

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Motor Carrier Application for Change of Control : Docket No. A-2020-3023021

CERTIFICATE OF SERVICE

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

Via First-Class Mail

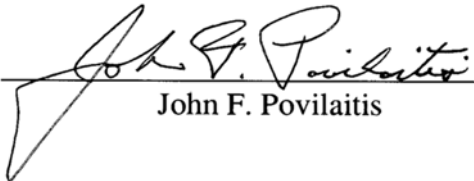
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923

Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
2nd Floor, pF West
Harrisburg, PA 17105-3265

Office of Small Business Advocate
555 Walnut Street, 1st Floor
Harrisburg, PA 17101

Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
2nd Floor, F West
Harrisburg, PA 17105-3265

Date: January 21, 2021



John F. Povilaitis