

WASHINGTON METROPOLITAN AREA TRANSIT COMMISSION

SILVER SPRING, MARYLAND

ORDER NO. 14,024

IN THE MATTER OF:

Served June 20, 2013

CAREY LIMOUSINE D.C., INC., WMATC)
No. 69, Investigation of Violation)
of Article XI, Sections 5(b))
and 11(b), of the Compact)

Case No. MP-2012-065

This matter is before the Commission on the response of respondent to Order No. 13,332, served July 2, 2012, which required respondent to produce certain documents.

I. INVESTIGATIONS UNDER THE COMPACT

The Washington Metropolitan Area Transit Regulation Compact,¹ (Compact), applies to: "the transportation for hire by any carrier of persons between any points in the Metropolitan District."² A person may not engage in transportation subject to the Compact unless there is in force a Certificate of Authority issued by the Washington Metropolitan Area Transit Commission (WMATC) authorizing the person to engage in that transportation.³ "A person other than the person to whom an operating authority is issued by the Commission may not lease, rent, or otherwise use that operating authority."⁴ "Each authorized carrier shall: (a) provide safe and adequate transportation service, equipment, and facilities; and (b) observe and enforce Commission regulations established under [the Compact]."⁵

The Commission may investigate on its own motion a fact, condition, practice, or matter to determine whether a person has violated or will violate a provision of the Compact or a rule,

¹ Pub. L. No. 101-505, § 1, 104 Stat. 1300 (1990), amended by Pub. L. No. 111-160, 124 Stat. 1124 (2010) (amending tit. I, art. III).

² Compact, tit. II, art. XI, § 1. The Metropolitan District includes: the District of Columbia; the cities of Alexandria and Falls Church of the Commonwealth of Virginia; Arlington County and Fairfax County of the Commonwealth of Virginia, the political subdivisions located within those counties, and that portion of Loudoun County, Virginia, occupied by the Washington Dulles International Airport; Montgomery County and Prince George's County of the State of Maryland, and the political subdivisions located within those counties; and all other cities now or hereafter existing in Maryland or Virginia within the geographic area bounded by the outer boundaries of the combined area of those counties, cities, and airports. Compact, tit. I, art. II.

³ Compact, tit. II, art. XI, § 6(a).

⁴ Compact, tit. II, art. XI, § 11(b).

⁵ Compact, tit. II, art. XI, § 5.

regulation, or order.⁶ If the Commission finds that a respondent has violated a provision of the Compact or any requirement established under it, the Commission shall issue an order compelling compliance and effecting other just and reasonable relief.⁷

A person who knowingly and willfully violates a provision of the Compact, or a rule, regulation, requirement, or order issued under it, or a term or condition of a certificate shall be subject to a civil forfeiture of not more than \$1,000 for the first violation and not more than \$5,000 for any subsequent violation.⁸ Each day of the violation constitutes a separate violation.⁹

The Commission may suspend or revoke all or part of any certificate of authority for willful failure to comply with a provision of the Compact, an order, rule, or regulation of the Commission, or a term, condition, or limitation of the certificate.¹⁰

II. BACKGROUND

In August 2010, a minibus marked Reliable Bus Service, LLC, was observed by Commission staff transporting passengers between the Van Ness-UDC Metrorail station on Connecticut Avenue in Northwest Washington, D.C., and the William H.G. FitzGerald Tennis Center in Rock Creek Park in Northwest Washington, D.C. A second minibus marked Reliable Bus, Inc., was observed parked on the grounds of the tennis center.

The shuttle service provided by Reliable Bus was available to patrons of the 2010 Legg Mason Tennis Classic held July 31 to August 8, 2010. Although passengers were not charged for this service, such service would be regarded as transportation for hire to the extent Reliable Bus expected to be paid by the tournament sponsors, or others, to provide shuttle service free of charge to tournament patrons.¹¹ And inasmuch as said service was between points in the Metropolitan District, it came under WMATC jurisdiction. Reliable Bus, however, had no WMATC authority at that time or any other.¹²

⁶ Compact, tit. II, art. XIII, § 1(c).

⁷ Compact, tit. II, art. XIII, § 1(d).

⁸ Compact, tit. II, art. XIII, § 6(f).

⁹ Compact, tit. II, art. XIII, § 6(f)(ii).

¹⁰ Compact, tit. II, art. XI, § 10(c).

¹¹ See *Air Couriers Int'l Ground Transp. Servs., Inc., t/a Passenger Express, v. Madison Limo. Serv., Inc.*, No. FC-90-02, Order No. 3810 (Aug. 30, 1991).

¹² The Commission issued an order last year directing a Reliable Bus affiliate to cease advertising and performing service requiring WMATC authority. *In re Reliable Limousine Service, LLC*, MP-11-055, Order No. 12,942 (Aug. 11, 2011). The Commission is currently seeking enforcement of that order in the U.S. District Court for the District of Columbia. See *WMATC v. Reliable Limousine Service, LLC*, Civ. No. 1:12-cv-00576-ESH.

The Legg Mason Tennis Classic has since been named the Citi Open and is managed by Lagardère Unlimited, which confirmed that the shuttle service contract for the 2012 tournament, to be held July 28 to August 5, 2012, had been awarded to Carey Limousine D.C., Inc., WMATC Carrier No. 69, one of the tournament sponsors.

Commission records indicated that Carey Limousine possessed two minibuses, the minimum number required to operate the shuttle every 10-12 minutes as stated on the Citi Open website.

Commission staff's informal efforts to ascertain whether Carey Limousine would operate the contract itself or subcontract some or all of the contract to one or more other carriers, as apparently happened in 2010, proved unfruitful, as did staff's informal efforts to obtain assurance that Reliable Bus would not be hired to operate the shuttle service as it was in 2010.

III. ORDER TO PRODUCE DOCUMENTS

For the purpose of an investigation or other proceeding under this Act, the Commission may administer oaths and affirmations, subpoena witnesses, compel their attendance, take evidence, and require the production of books, papers, correspondence, memoranda, contracts, agreements, or other records or evidence which the Commission considers relevant to the inquiry.¹³

The Commission shall have access at all times to the accounts, records, memoranda, lands, buildings, and equipment of any carrier for inspection purposes.¹⁴

Order No. 13,332 directed Carey Limousine to file a statement indicating whether it intended to perform its contract with Lagardère Unlimited with the assistance of other carriers and, if so, the identities of those carriers. Carey Limousine also was directed to produce a copy of its contract with Lagardère Unlimited and copies of any contracts it might have with other carriers regarding transportation to be performed in connection with the Citi Open.

IV. RESPONSE, FINDINGS, AND REQUEST FOR MORE INFORMATION

Respondent filed a statement on July 6, 2012, indicating that it had not entered into a written contract with Lagardère Unlimited and that it, Carey Limousine, had not selected any subcontractors as of that date.

Respondent supplemented its response on March 4, 2013, with copies of invoices from DD Enterprises, Inc., trading as Beltway Transportation Service, WMATC No. 25. The invoices cover shuttle service between the Fitzgerald Tennis Center, on the one hand, and the

¹³ Compact, tit. II, art. XIII, § 1(e).

¹⁴ Compact, tit. II, art. XII, § 1(b).

Van Ness-UDC Metro Station and two satellite parking lots, on the other. The dates that Beltway provided shuttle service include July 29, 2012, through July 30, 2012, and August 1, 2012, through August 5, 2012. There are no invoices for July 28, 2012, and none for July 31, 2012.

Respondent will be required to file a sworn statement identifying the carrier that provided shuttle service to and from the Fitzgerald Tennis Center on July 28, 2012, and July 31, 2012. The statement shall be corroborated by pertinent business records.

THEREFORE, IT IS ORDERED:

1. That respondent shall have 30 days to file a sworn statement identifying the carrier that provided passenger shuttle service to and from the Fitzgerald Tennis Center during the Citi Open on July 28, 2012, and July 31, 2012.

2. That respondent shall corroborate said statement with copies of respondent's pertinent business records.

BY DIRECTION OF THE COMMISSION; COMMISSIONERS BRENNER, HOLCOMB, AND BELLAMY:



William S. Morrow, Jr.
Executive Director