

WASHINGTON METROPOLITAN AREA TRANSIT COMMISSION

SILVER SPRING, MARYLAND

ORDER NO. 14,132

IN THE MATTER OF:

Served August 7, 2013

CAREY LIMOUSINE D.C., INC., WMATC) Case No. MP-2012-065
No. 69, Investigation of Violation)
of Article XI, Sections 5(b))
and 11(b), of the Compact)

This matter is before the Commission on the response of Carey Limousine D.C., Inc., (Carey Limousine or respondent), to Order Nos. 13,332, served July 2, 2012, and 14,024, served June 20, 2013, 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

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.

violated or will violate a provision of the Compact or a rule, regulation, or order.⁶

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.⁷ 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.⁸

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.

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

⁷ 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).

⁸ The Commission issued an order in 2011 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 subsequently obtained an injunction against that carrier and its owner, Paul Rodberg, 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.

III. ORDERS TO PRODUCE DOCUMENTS

Order No. 13,332, served July 2, 2012, 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.

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

Respondent updated its response on March 4, 2013, by submitting copies of invoices from DD Enterprises, Inc., trading as Beltway Transportation Service, WMATC No. 25, covering shuttle service between the Fitzgerald Tennis Center, on the one hand, and the Van Ness-UDC Metro Station and two satellite parking lots, on the other, for all tournament dates except July 28, 2012, and July 31, 2012.

Order No. 14,024, served June 20, 2013, accordingly directed respondent 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 was to be corroborated by pertinent business records.

IV. RESPONSE

Respondent submitted a statement on July 1, 2013, identifying Beltway as the carrier that provided shuttle service to and from the Fitzgerald Tennis Center on July 28, 2012, and July 31, 2012. The statement is corroborated by invoices from Beltway for tournament shuttle service rendered on those two dates.

V. ORDER TO TERMINATE PROCEEDING

Respondent having substantially satisfied the orders issued in this matter, and no violations having been discovered, this proceeding is hereby terminated.

IT IS SO ORDERED.

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



William S. Morrow, Jr.
Executive Director