

WASHINGTON METROPOLITAN AREA TRANSIT COMMISSION

SILVER SPRING, MARYLAND

ORDER NO. 15,796

IN THE MATTER OF:

Served August 14, 2015

Application of MARYMA TRANS LLC for )  
a Certificate of Authority -- )  
Irregular Route Operations )

Case No. AP-2015-134

Applicant seeks a certificate of authority to transport passengers in irregular route operations between points in the Metropolitan District, restricted to transportation in vehicles with a seating capacity of less than 16 persons only, including the driver. The application is unopposed.

The Compact, Title II, Article XI, Section 7(a), authorizes the Commission to issue a certificate of authority if it finds that the proposed transportation is consistent with the public interest and that the applicant is fit, willing, and able to perform the proposed transportation properly, conform to the provisions of the Compact, and conform to the rules, regulations, and requirements of the Commission. If the applicant does not make the required showing, the application must be denied under Section 7(b).

An application for a certificate of authority must be in writing, verified, and in the form and with the information that Commission regulations require.<sup>1</sup> Commission Regulation No. 54 requires applicants to complete and file the Commission's application form. The form itself requires supporting exhibits. Commission Regulation No. 54-04(b) stipulates that an applicant may be required to furnish additional information necessary to a full and fair determination of the application. The evidence thus submitted must establish a prima facie case of fitness and consistency with the public interest.<sup>2</sup>

A certain level of candor is required of applicants for WMATC operating authority.<sup>3</sup> It appears that applicant, however, has not been entirely candid with the Commission in the response of its president and owner, Karim Abadji, to a query concerning his role in filing with WMATC a vehicle-lease cancellation notice of disputed legitimacy.

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<sup>1</sup> Compact, tit. II, art. XI, § 8.

<sup>2</sup> *In re Primus Metro, LLC*, No. AP-13-362, Order No. 14,600 (Feb. 26, 2014).

<sup>3</sup> *Id.*; *In re Diane Rena Prince*, No. AP-13-034, Order No. 14,076 at 3 (July 18, 2013); *In re Ready Eager Drivers Inc*, No. AP-12-003, Order No. 13,536 at 7 (Oct. 18, 2012).

## **I. THE WMATC VEHICLE LEASE**

WMATC Regulation No. 62 provides that in the absence of a Commission-approved lease a WMATC carrier may not operate a vehicle that the carrier does not own.

On January 9, 2015, the Commission received and accepted a one-year vehicle lease for a 2015 Chevy Suburban, with VIN ending 544139. The lease and attached registration identified the vehicle owners/lessors as Karim Abadji and Karim Benni. The lessee was identified as Lenalimo LLC, WMATC Carrier No. 2252.

The lease bore two "Lessor" signatures, which the signature page identified as those of Mr. Abadji and Mr. Benni. The "Lessee" signature was identified as that of Lenalimo's "owner manger" (sic). Commission records indicate that Hassan Mouchkelly was Lenalimo's "Member/Manager" at all times pertinent to this matter.

The Abadji/Benni lease included a unilateral cancellation clause and a mutual consent cancellation clause. Both required notice to the Commission. In the case of mutual consent, cancellation would become effective the day of filing, but a unilateral cancellation would not become effective until 30 days later.

## **II. THE DISPUTED CANCELLATION NOTICE**

On May 26, 2015, the Commission received a notice of cancellation for the Abadji/Benni lease. The cancellation notice was drafted from the perspective of the lessee but contained two signatures: one for "Lessee: Lenalimo LLC" and one for "lessor: Karim Abadji". Cancellation of the lease appears connected to the instant application.

The Abadji/Benni Suburban meets the description of the sole vehicle listed in the application. Like the cancellation notice, the application was filed on May 26 and signed by Mr. Abadji. And since the Suburban would be no longer generating revenue through Lenalimo once the cancellation took effect, leasing it to Mr. Abadji's own company would be the obvious choice.

If validly cancelled, the Abadji/Benni Suburban would be available to applicant immediately in the case of mutual consent and 30 days later in the case of unilateral consent. In the absence of a valid lease cancellation, the Suburban would not be available to applicant until January 2016, and applicant would be faced with procuring another vehicle for use in the interim.

Further on May 26, 2015, the Commission received a notice of cancellation for a vehicle leased to Lenalimo by someone other than Mr. Abadji and Mr. Benni, hereafter the BK cancellation notice. On its face, the BK cancellation notice appears unconnected to this application, but it plays a small part in the sequence of events at issue.

On June 4, 2015, the Commission advised Lenalimo by email of the disposition of the two May 26 cancellation notices. The Commission advised Lenalimo that the BK cancellation notice had been accepted and that the Abadji cancellation notice had been rejected, because it was signed by only one of the two lessors.

On June 9, 2015, the Commission received an email from Mr. Mouchkelly disavowing the May 26 Abadji cancellation notice as "fake", and on June 11, 2015, Mr. Mouchkelly elaborated with respect to both May 26 cancellation notices in the following notarized statement:

This is to confirm that I, Hassan Mouchkelly, President of Lenalimo, LLC have NOT Signed any forms to terminate any Leases. I had no knowledge that this was taking place, nor was I informed about it in any way.

What has happened is that the person that has submitted these forms have illegally forge my signature.

People believed to do this are the following:

- [BK]
- Karim Abadji

On June 19, 2015, having been advised of the rejection of the cancellation notice but not Mr. Mouchkelly's denunciation, Mr. Abadji submitted a new cancellation notice, this time with three signatures - two for "Lessors: Karim Abadji Karim benni" and one for "Lessee: LENALIMO LLC".

When Commission staff began asking questions about the new cancellation notice, Mr. Abadji asserted that Mr. Mouchkelly was aware the notice was being filed with WMATC and that he was in agreement with that, but when confronted by Commission staff with Mr. Mouchkelly's accusations as to the first cancellation notice, and staff's skepticism that Mr. Mouchkelly had signed the June 19 cancellation notice, Mr. Abadji recanted and stated that he had tried to contact Mr. Mouchkelly but had been unable to reach him.

And when advised by Commission staff that the June 19 cancellation notice would not become effective even as a unilateral cancellation until 30 days later, Mr. Abadji responded that he would contact Mr. Mouchkelly and have him sign the notice.

### **III. REQUEST FOR MORE INFORMATION**

On July 6, 2015, the Commission requested by email the following additional information from applicant:

While this application was pending, applicant's president, Karim Abadji, submitted a WMATC lease cancellation notice that purportedly was signed by Hassan

Mouchkelly on behalf of the lessee, Lenalimo LLC. It now appears that Mr. Mouchkelly did not sign the cancellation notice. Please explain.

#### **IV. APPLICANT'S RESPONSE**

On July 13, 2015, applicant submitted the following response of Mr. Abadji:

Thank you for your recent inquiry. In response to your recent letter dated 07/06/2015, you addressed the issue of the signature that I allegedly put on the letter of cancellation of the lease agreement between me, Karim Abadji and Mr. Hassan Mouchekeley of Leena Limo. To the best of my knowledge the said agreement expires on January, 2016 and according to the terms of this contract the lessee or the lessor have the right to end it as long as a one month notice has been given to both parties. I believe I complied with this binding contract and the only confusion was where my signature should go. I inadvertently signed in the wrong place. To the best of my knowledge all the fees and Dues have been met and an amicable decision has been reached. Therefore, the For Hire tags under the authority of Leena limo have been returned to Virginia Department of motor vehicles and a non-commercial registration and tags have been issued. Also a request to cancel insurance has been made as of 06/29/2015.

#### **V. DISCUSSION**

Mr. Abadji's statement is a study in the art of misdirection. His statement begins well enough by squarely acknowledging the disputed authenticity of Mr. Mouchkelly's signature within the context of the mutual cancellation terms of the underlying lease. But instead of addressing that issue, Mr. Abadji's statement suddenly shifts to an argument for the Commission accepting the second cancellation notice as valid under the unilateral cancellation terms of the lease, as though deeming the lease alternatively cancelled under the unilateral notice provision somehow renders the forgery issue irrelevant to a finding of applicant's fitness.

He then drifts further by attempting to make the issue a matter of his being confused and having "signed in the wrong place." But the placement of Mr. Abadji's signature is not at issue, and his explanation does not fit the facts, in any event. His signature appears under his name on each cancellation notice, and nowhere else. Mr. Abadji signed both cancellation notices in the proper place for a lessor. What he has not done properly is address his role in submitting those notices to the Commission with a lessee signature that is disputed as to one notice and questionable as to the other.

Although Mr. Abadji's statement appears to hint at the parties having amicably resolved their differences, there is nothing in the

record to indicate that Mr. Mouchkelly has retracted his repudiation of the signature on the May 26 Abadji cancellation notice.

#### VI. CONCLUSION

Mr. Abadji's response in this proceeding appears calculated to obscure rather than illuminate the events at issue. His written statement fails to reach the level of disclosure expected of an applicant that bears the burden of production and persuasion on the issue of fitness to serve the public. Until Mr. Abadji is more forthcoming about his involvement in the submission of the challenged cancellation notices, we cannot say that applicant has met its burden of proof.<sup>4</sup>

THEREFORE, IT IS ORDERED that the application of Maryma Trans LLC for a certificate of authority, irregular route operations, is hereby denied without prejudice.

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



William S. Morrow, Jr.  
Executive Director

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<sup>4</sup> See Order No. 14,600 (denying application where applicant's president/owner submitted misleading statement); Order No. 14,076 (denying application where applicant not entirely candid); Order No. 13,536 (rescinding conditional grant for misleading statements); *In re Elite Transp., Inc.*, No. AP-03-137, Order No. 7949 (Apr. 20, 2004) (denying application in part for misleading statements).