

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of Determining the Proper
Carrier Classification of, and Complaint
for Penalties against:

SATWINDER SINGH, d/b/a
LUXURY1 LIMO, LLC

DOCKET TE-190842

ORDER 03

IMPOSING SUSPENDED PENALTY

BACKGROUND

- 1 On December 10, 2019, the Washington Utilities and Transportation Commission (Commission) entered Order 02, Stipulated Initial Order Classifying Respondent as a Charter Party or Excursion Service Carrier; Ordering Respondent to Cease and Desist; Imposing and Suspending Penalties on Condition of Future Compliance (Order 02). Order 02 required Satwinder Singh, d/b/a Luxury1 Limo, LLC, (Luxury1 Limo or Company) to cease and desist operating as a charter party or excursion service carrier and imposed a penalty of \$10,000 for two violations of RCW 81.70.260(1), all but \$1,000 of which was suspended for a period of two years conditioned on the Company: (1) permanently refraining from operating as a charter party or excursion service carrier without first obtaining a certificate from the Commission, and (2) complying with all applicable statutes and Commission rules. Luxury1 Limo paid the \$1,000 portion of the penalty that was not suspended in full.
- 2 On November 16, 2020, Commission staff (Staff) filed with the Commission a Motion to Impose Suspended Penalties (Motion). In its Motion, Staff alleges that Luxury1 Limo continues to operate as a charter party or excursion service carrier without the required certificate by advertising and offering to provide those services. Specifically, Staff alleges that it received a complaint on September 22, 2020, that Luxury1 Limo was operating as a charter party or excursion carrier without the required authority from the Commission. The Motion alleges that Staff performed a follow-up investigation and discovered that the Company continues to advertise and offer charter party or excursion carrier service without a certificate. Staff recommends the Commission impose the remaining \$9,000 suspended portion of the penalty for failing to comply with the conditions in Order 02.
- 3 On November 16, 2020, the Commission issued a Notice of Opportunity to Respond and Notice of Opportunity to Request a Hearing (Notice). On November 30, 2020, Luxury1 Limo filed a response (Response). In its Response, the Company claims that it continued

to advertise due to technological issues, and that its response to Staff's inquiry requesting regulated service was made in error. To support its claim, the Company provided screen shots of unopened "leads" generated by a software program and unopened emails requesting regulated service. Finally, the Company explained that it is unable to afford the \$9,000 penalty due to the economic impact of the COVID-19 pandemic and related shutdowns.

DISCUSSION AND DECISION

- 4 We find that Luxury1 Limo violated the conditions of Order 02 and impose the \$9,000 suspended portion of the penalty.
- 5 RCW 81.70.020(1) defines "charter party carrier" as any person "engaged in the transportation over any public highways of this state of a group of persons who, pursuant to a common purpose and under a single contract, acquire the use of a motor vehicle to travel together as a group to a specified destination or for a particular itinerary, either agreed upon in advance or modified by the chartered group after leaving the place of origin." Under RCW 81.70.220, a person operates as a charter party carrier by providing charter party service, or by advertising or soliciting, offering, or entering into an agreement to provide such service.
- 6 Staff provided evidence that Luxury1 Limo is engaging in the business of a charter party and excursion service carrier by advertising and offering those services. The Company concedes that it violated Order 02 by advertising as a charter party and excursion carrier without a certificate, but claims its conduct was inadvertent, that its offers were made in error, and that it would have eventually rejected Staff's request for service. We find these arguments unpersuasive. The declaration filed by Staff investigator Jason Hoxit includes multiple Facebook posts wherein the Company advertised or entered into agreements to provide charter party and excursion carrier service. Unlike auto-generated leads, Facebook posts are controlled by the user, and Facebooks accounts and pages can be deactivated. In addition, the Company responded to Staff's inquiries regarding party bus service. The responses included multiple emails, pricing information, and photos of the vehicles available on the dates Staff requested. The Company's explanation does satisfactorily rebut Staff's evidence, which demonstrates the Company continued to advertise and offer charter party and excursion carrier service in violation of Order 02.
- 7 In light of the current economic downturn, however, we exercise our discretion to allow Luxury1 Limo to pay the penalty in 36 monthly installments of \$250 each, the first of which will be due on January 1, 2021. Luxury1 Limo must make its monthly payment on

the first day of each month, or the first business day thereafter, until the entire \$9,000 penalty is paid in full, according to the following schedule:

Installment	Due Date	Amount
1	January 1, 2021	\$250
2	February 1, 2021	\$250
3	March 1, 2021	\$250
4	April 1, 2021	\$250
5	May 3, 2021	\$250
6	June 1, 2021	\$250
7	July 1, 2021	\$250
8	August 2, 2021	\$250
9	September 1, 2021	\$250
10	October 1, 2021	\$250
11	November 1, 2021	\$250
12	December 1, 2021	\$250
13	January 3, 2022	\$250
14	February 1, 2022	\$250
15	March 1, 2022	\$250
16	April 1, 2022	\$250
17	May 2, 2022	\$250
18	June 1, 2022	\$250
19	July 1, 2022	\$250
20	August 1, 2022	\$250
21	September 1, 2022	\$250
22	October 3, 2022	\$250
23	November 1, 2022	\$250
24	December 1, 2022	\$250
25	January 2, 2023	\$250
26	February 1, 2023	\$250
27	March 1, 2023	\$250
28	April 3, 2023	\$250
29	May 1, 2023	\$250
30	June 1, 2023	\$250
31	July 3, 2023	\$250
32	August 1, 2023	\$250
33	September 1, 2023	\$250
34	October 2, 2023	\$250

35	November 1, 2023	\$250
36	December 1, 2023	\$250

If Luxury1 Limo fails to pay any installment by the due date, the entire balance will immediately become due and payable. Luxury1 Limo may make additional payments in the advance of the payment due dates or may pay an increased amount on the due date, but no additional payment or increased amount will relieve the Company of its obligation to make its timely monthly installment until the full amount of \$9,000 is satisfied. Luxury1 Limo may seek reinstatement of its certificate at any time. The payment arrangement approved by this Order will not impact the Commission's evaluation of the Company's application for reinstatement provided the Company is complying with the terms of the payment arrangement.

ORDER

THE COMMISSION ORDERS That

- 8 (1) Satwinder Singh, d/b/a Luxury1 Limo, LLC, has not complied with the conditions under which the Commission suspended \$9,000 of the \$10,000 penalty assessment.
- 9 (2) The full \$9,000 suspended penalty is now due and payable according to the payment schedule approved by this Order and the terms described in paragraph 7, above.

DATED at Lacey, Washington, and effective December 8, 2020.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

/s/ Rayne Pearson
RAYNE PEARSON
Administrative Law Director