

Public Utilities Commission

STATE OF CALIFORNIA

CITATION FOR VIOLATION OF PUBLIC UTILITIES CODE AND GENERAL ORDER

To: A & E Transportation Service LLC

Attn: Aaron Williams

File: Unlicensed

Citation #: T.2025-02-006 Date: February 25, 2025 Case #: CSE-000359

VIOLATIONS

You are hereby cited as having violated a section of the Public Utilities (Pub. Util.) Code as described below. This violation occurred during the period of December 12, 2024, to February 4, 2025.

(1) Advertised as a charter-party carrier without a valid authority, in violation of Pub. Util. Code Section 5414.5 [8 counts].

STATEMENT OF FACTS

The above violation is documented in the attached Investigation Report, which consists of the carrier's records and substantiating documents obtained from other sources.

RESPONSE

You are hereby called upon to answer this citation on or before March 18, 2025. By way of such an answer, you may either:

- (1) Pay a fine of \$5,000 pursuant to Pub. Util. Code Section 5378. Submit your check or money order payable to California Public Utilities Commission using the attached *Citation Agreement*. Upon payment, the fine will be deposited in the State Treasury to the credit of the General Fund and the CPUC staff will deem the matter closed, **or**
- (2) Contact the Supervisor below to make payment arrangements, or
- (3) Contest this Citation by filing an Appeal. See the attached document "How to File an Appeal and Instructions for Filing a Notice of Appeal and Certificate of Service for a Citation Appeal."

If you fail to respond by March 18, 2025, you will be in default and will have forfeited your right to appeal the Citation. The CPUC may also act through a civil or criminal proceeding to recover any unpaid fine and ensure compliance with applicable statutes and CPUC orders.

Eric Hooks

Tic Hooks

Program and Project Supervisor

Consumer Protection and Enforcement Division

Transportation Enforcement Branch

Telephone number: (415) 703-2302

E-mail address: eric.hooks@cpuc.ca.gov

Attachments



Public Utilities Commission

STATE OF CALIFORNIA

CITATION COMPLIANCE AGREEMENT

File No.: Unlicensed Citation: T.2025-02-006 Date: February 25, 2025 Case #: CSE-000359

I (we) hereby agree to comply with this citation dated February 25, 2025, and herewith pay the fine of \$5,000.

A & E Transportation Service LLC
Attn: Aaron Williams

(Signature) (Title)

(Date)

Automatic credit and debit card payments are available. To arrange for autopay, fill out the attached CREDIT OR DEBIT CARD AUTHORIZATION form and email it to our Fiscal Office at FiscalOffice-.TECitations@cpuc.ca.gov.

Or

Payment (cashier check or money order) should be made payable to *California Public Utilities Commission* and sent to:

California Public Utilities Commission Attn: Fiscal Office 505 Van Ness Avenue San Francisco, CA 94102-3298

INVESTIGATIVE REPORT

CARRIER: A & E Transportation Service LLC

A California Limited Liability Company, # 202251718875

Case No.: CSE-000359

MEMBER: Aaron Wiliams, Chief Executive Officer

MAILING ADDRESS:

AGENT FOR SERVICE

OF PROCESS: 5037 Reid Court Richmond, CA, 94804

PHONE/EMAIL:

AUTHORITY: Unlicensed

EMPLOYEE-DRIVERS: Not on file with CPUC¹

VEHICLES: Not on file with CPUC

PL&PD² INSURANCE: Not on file with CPUC

WKCP³ INSURANCE: Not on file with CPUC

DRUG CONSORTIUM: Not on file with CPUC

¹ California Public Utilities Commission (CPUC)

² Public Liability and Property Damage (PL&PD)

³ Workers' Compensation (WKCP)

NARRATIVE

On December 20, 2024, I was assigned to investigate the operations and practices of A & E Transportation Service LLC (hereinafter referred to as A & E Transportation) because of a complaint referred from the California Public Utilities Commission's (CPUC) Consumer Affairs Branch (CAB), alleging that A & E Transportation is operating without a Charter-Party Carrier (TCP) authority, Public Liability and Property Damage (PL&PD) insurance, and Workers' Compensation (WKCP) insurance. The complaint, in addition, alleges that the carrier is not enrolled in a Controlled Substances and Alcohol Testing (CSAT) program.

HISTORY OF ENFORCEMENT

On May 7, 2024, the CPUC's Transportation Enforcement Branch (TEB) issued A & E Transportation Citation # T.24-05-002 for the following violations [Attachment 1]:

- Advertising as a TCP without authority, in violation of Public Utilities (Pub. Util.) Code Section 5414.5.
- Failure to provide documentation, in violation of Pub. Util. Code Sections 5389 and 5381, and General Order (G.O.) 157-E, Part 6.02.

On June 27, 2024, the Consumer Protection and Enforcement Division (CPED) of the CPUC and A & E Transportation signed a settlement agreement to resolve Citation # T.24-05-002 [Attachment 2]. In the settlement agreement, A&E Transportation admitted to the violations and agreed to the following:

- To pay a reduced fine of \$2,500 from \$5,000.
- To not provide passenger transportation services until after receiving a TCP permit.

In the settlement agreement between the CPUC and A & E Transportation [Attachment 2], A & E Transportation agreed to pay a fine of \$2,500; however, the carrier has yet to pay the fine in full [Attachment 3].

On August 15, 2024, TEB Enforcement Analyst Bee "Maika" Vang served A & E Transportation a Notice to Cease and Desist operating and advertising TCP services without authority [Attachment 4].

VIOLATION

The investigation for the period of December 12, 2024, to February 4, 2025, disclosed A & E Transportation violated the following provision of the Pub. Util. Code.

 Advertised as a charter-party carrier without a valid authority, in violation of Pub. Util. Code Section 5414.5. [8 counts]

On June 27, 2024, CPED and A & E Transportation entered into a settlement agreement to resolve Citation # T.24-05-002. The settlement agreement indicates that A & E Transportation applied for a TCP-B certificate on May 13, 2024. However, the CPUC's transportation database shows that A & E Transportation's application was rejected on November 13, 2024, and A & E Transportation does not currently have a TCP authority with the CPUC [Attachment 5].

On December 23, 2024, I found that A & E Transportation continues to willfully advertise passenger transportation services without authority on its website, https://aetransportationservice.com/ [Attachment 6] and Instagram, https://www.instagram.com/aetransportationservice/related_profiles/ [Attachment 7].

During my investigation, I periodically reviewed A & E Transportation's website and Instagram webpage. On the dates listed in Table 1 below, I observed A & E Transportation advertising passenger transportation services without authority.

[Attachment 7 and 8]

Internet Site	Date	Total # of Observed Advertising Days
www.aarontransit.com	1/24/25, 1/28/25, 1/30/25, 2/4/25	4
www.Instagram.com	1/24/25, 1/28/25, 1/30/25, 2/4/25	4

DECLARATION

I have read the foregoing and know the contents thereof and I declare under penalty of perjury that the foregoing is true and correct, except as to those matters stated on information and belief, and to those matters, I believe to be true.

Executed on February 25, 2025, at Sacramento, California.

James Barbarick, Enforcement Analyst

LIST OF ATTACHMENTS

- Attachment 1: 5.7.24 Citation # T.24-05-002 Issued to A & E Transportation
- Attachment 2: 6.27.24 CPED and A & E Transportation Settlement Agreement
- Attachment 3: A & E Transportation First and Second Notice of Outstanding Citation Balance
- Attachment 4: 8.14.24 Notice to Cease and Desist Issued to A&E Transportation
- Attachment 5: 11.13.24 A&E Transportation Rejected TCP Permit Application and Inactive Authority
- Attachment 6: 1.24.25, 1.28.25, 1.30.25, and 2.4.25 A&E Transportation's Website
- Attachment 7: 1.24.25, 1.28.25, 1.30.25, and 2.4.25 A&E Transportation's Instagram
 Webpage



Public Utilities Commission

STATE OF CALIFORNIA

CITATION FOR VIOLATION OF PUBLIC UTILITIES CODE

To: A & E Transportation Service LLC Attn: Aaron Williams

File: Unlicensed Date: May 7, 2024 Citation #: T.24-05-002 Case #: CSE-000049

VIOLATIONS

You are hereby cited with having violated section(s) of the Public Utilities (Pub. Util.) Code and a Commission General Order (G.O.) as described below. These violations occurred during the period October 1, 2023 through April 26, 2024.

- (1) Advertised as a charter-party carrier without a valid authority, in violation of Pub. Util. Code section 5414.5 [3 counts];
- (2) Failure to provide documentation in violation of Publ. Util. Code Sections 5389 and 5381, and G.O. 157-E, Part 6.02 [1 count].

STATEMENT OF FACTS

The above violations are documented in the attached Investigation Report, which consists of carrier's records and substantiating documents obtained from other sources.

RESPONSE

TEB used the Penalty Assessment Methodology adopted in Resolution M-4846 and considered mitigating and exacerbating factors in setting the fine.

You are hereby called upon to answer this citation on or before May 28, 2024. By way of such answer, you may either:

- (1) Pay a fine of \$5,000 pursuant to P.U. Code Section 5378. (Submit your check or money order payable to California Public Utilities Commission using the attached Citation Agreement. Upon payment, the fine will be deposited in the State Treasury to the credit of the General Fund and the Commission staff will deem the matter closed, or
- (2) Contact the Supervisor below to make payment arrangements, or
- (3) Contest this Citation by filing an Appeal. See attached document "How to File an Appeal and Instructions for Filing a Notice of Appeal and Certificate of Service for a Citation Appeal."

If you fail to respond by May 28, 2024, you will be in default and will have forfeited your right to appeal the Citation. In addition, your operating authority will be immediately suspended and may be subsequently revoked pursuant to Resolution ALJ-187. The Commission may also act through a civil or criminal proceeding to recover any unpaid fine and ensure compliance with applicable statutes and Commission orders.

Maria C. Solis

Maria C. Solis, P.E.

Program and Project Supervisor

Consumer Protection and Enforcement Division

Transportation Enforcement Branch Telephone number: (916) 928-2534 E-mail address: maria.solis@cpuc.ca.gov

Attachments

SETTLEMENT AGREEMENT BETWEEN A&E TRANSPORTATION SERVICE, LLC AND THE CONSUMER PROTECTION AND ENFORCEMENT DIVISION (CPED) RESOLVING CPED CITATION T.24-05-002 ISSUED ON MAY 8, 2024

A&E Transportation Service, LLC ("A&E"), based in California, and the Consumer Protection and Enforcement Division ("CPED") of the California Public Utilities Commission ("CPUC" or "Commission") are hereinafter collectively referred to as the "Settling Parties". On the following terms and conditions, the Settling Parties hereby agree to settle, and fully resolve CPED Citation #T.24-05-002.

On May 20, 2024, A&E filed a Notice of Appeal from Citation #T.24-05-002 (see proceeding number K-24-05-019). On June 10, 2024, A&E withdrew its appeal by emailing the assigned Administrative Law Judge ("ALJ") Kieuchinh Tran. (There were only two members on the Service List, including Aaron Williams for A&E and ALJ Tran.)

This Settlement Agreement is entered into as a compromise of disputed claims and defenses in order to minimize the time, expense, and uncertainty of continued litigation. The Settling Parties agree to the following terms and conditions as a complete and final resolution of Citation #T.24-05-002, issued on May 8, 2024. This Settlement Agreement constitutes the sole agreement between the Settling Parties concerning Citation #T.24-05-002 and shall become effective upon the signatures of both parties.

I. AGREEMENT

- A. A&E admits to the violations contained in Citation #T.24-05-002 as follows:
 - Advertised as a charter-party carrier without valid authority, in violation of Public Utilities (Pub. Util.) Code Section 5414.5
 [3 counts].
 - Failure to provide documentation in violation of Pub. Util. Code Sections 5389 and 5381 and General Order (GO) 157-E, Part 6.02 [1 count].
- B. A&E shall pay a reduced fine of \$2,500.00 (Two Thousand Five Hundred) instead of the fine of \$5,000.00 set out in Citation #T.24-05-002. Payments shall be made in 10 (ten) consecutive monthly \$250.00 (two hundred fifty dollar) installments beginning within 30 days from the date of this of this Settlement Agreement.

Payment shall be by check or money order and shall be made payable to the California Public Utilities Commission. A&E shall write on the face of the check or money order: "For deposit to the State of California General Fund for Citation #T.24-05-002". Payment Shall be delivered to:

California Public Utilities Commission Fiscal Office, Room 3000 505 Van Ness Ave. San Francisco, CA 94102

- C. On May 13, 2024, A&E applied for a TCP-B permit. See TCP Application #00325845.
- A&E must follow all applicable rules and regulations in order to maintain its operating authority.
- E. A&E shall not transport passengers until after it has received an applicable charter party carrier permit.

II. OTHER MATTERS

- A. The Settling Parties agree to actively and mutually defend this Settlement Agreement if its adoption is opposed by any other party in proceedings before the Commission.
- B. The Settling Parties have bargained in good faith to reach the agreement set forth herein. The Settling Parties intend the Settlement Agreement to be interpreted as a unified, interrelated agreement. The Settling Parties agree that no provision of this Settlement Agreement shall be construed against any of them because a particular party or its counsel drafted the provision.
- C. The rights conferred, and obligations imposed on any of the Settling Parties by this Settlement Agreement shall inure to the benefit of or be binding on that Settling Party's successors in interest or assignees as if such successor or assignee was itself a party to this Settlement Agreement.
- D. Should any dispute arise between the Settling Parties regarding the manner in which this Settlement Agreement or any term shall be implemented, the Settling Parties agree, prior to initiation of any other remedy, to work in good faith to resolve such differences in a manner consistent with both the express language and the intent of the Settling Parties in entering into this Settlement Agreement.
- E. This Settlement Agreement is not intended by the Settling Parties to be precedent for any other proceeding, whether pending or instituted in the future. The Settling Parties have assented to the terms of this Settlement Agreement only for the purpose of arriving at the settlement embodied in this Settlement Agreement. Each Settling Party expressly reserves its right to advocate, in other current and future proceedings,

positions, principles, assumptions, arguments and methodologies which may be different than those underlying this Settlement Agreement, and the Settling Parties expressly declare that, as provided in Rule 12.5 of the Commission's Rules of Practice and Procedure, this Settlement Agreement should not be considered as a precedent for or against them.

- F. This Settlement Agreement may be executed in counterparts.
- G. The Settling Parties hereby agree that this Settlement Agreement is entered into as a compromise of disputed claims and defenses in order to minimize the time, expense, and uncertainty of continued litigation in this proceeding.
- H. Nothing in this Settlement Agreement relieves A&E from any responsibilities imposed on it by law or Commission rules, orders, or decisions.
- I. In reaching this Settlement Agreement, the Settling Parties expect and intend that neither the fact of this settlement nor any of its specific contents will be admissible as evidence of fault or liability in any other proceeding before the Commission, any other administrative body, or any court. In this regard, the Settling Parties are relying on Evidence Code Section 1152(a) and Public Utilities Code Section 315. Furthermore, such use of this Settlement Agreement or any of its contents in any other proceeding before the Commission, any other administrative body, or any court would frustrate and interfere with the Commission's stated policy preference for settlements rather than litigated outcomes. See Pub. Util. Code Section 1759(a).
- J. This Settlement Agreement represents the sole and entire agreement between the Settling Parties with respect to the subject matter hereto and supersedes all prior agreements, negotiations, and discussions between the Settling Parties hereto and/or their respective counsel with respect to the subject matters covered herein.
- K. Each Settling Party whose signature is affixed hereto in a representative capacity represents and warrants that they are authorized to execute this Settlement Agreement on behalf of and to bind the entity on whose behalf his or her signature is affixed, and each of the Settling Parties represents and warrants that the person executing this Settlement Agreement on its behalf has full and complete legal authority to do so.
- L. This Settlement Agreement contains the entire agreement between the Settling Parties. The terms of the Settlement Agreement are

contractual and not merely recital. This Settlement Agreement is executed without reliance upon any representations not contained in this document. The undersigned Settling Parties have carefully read, understood, and had the opportunity to seek advice of counsel concerning the content of this Settlement Agreement and sign the agreement of their own free will.

IN WITNESS WHEREOF, the Settling Parties hereto have duly executed this Settlement Agreement.

Date: 6/27/2024

Consumer Protection and Enforcement Division

Bv:

Kenneth Bruno- Program Manger Transportation and Enforcement Branch

Date: 06-27-24

A&E Transportation Service, LLC

Aaron Williams – CEO

A&E Transportation Service, LLC

STATE OF CALIFORNIA

GAVIN NEWSOM, Governor

PUBLIC UTILITIES COMMISSION 505 Van Ness Avenue San Francisco, CA 94102-3298

Date: January 8, 2025



Second Notice of Outstanding Balance

A & E Transportation Service LLC



Reference: Citation #T2405002 with Service Date May 8, 2024 TCP 45564 CSE000049

To Whom It May Concern:

The California Public Utilities Commission accounting records show a past due fine for \$1,500.00. A First Notice of Outstanding Balance was mailed on December 5, 2024, but full payment has not yet been received. Please forward payment immediately.

Fill out the bottom portion of this letter and return it with your payment to the following address below:

CPUC Attn: Fiscal Office 505 Van Ness Avenue, Room 3000 San Francisco, CA 94102

You may direct your question regarding this citation to Maria Solis at (916) 928-2534, MS8@cpuc.ca.gov or Alexander Nera at (916) 928-2278, AEN@cpuc.ca.gov. If you need additional information, please contact Jingyou "Janice" Huang at JYU@cpuc.ca.gov. If payment is in route, please disregard this notice.

Sincerely,

Betty J. Lee

CA Public Utilities Commission

Fiscal Office - Accounts Receivable Unit

**** Please check the appropriate box(es) ****

Paid with check #______ dated____ mailed____
Payment will be mailed to you on_____
Please send a copy of the above invoice
Please send a copy of work order the the above invoice(s)

Other:

PUBLIC UTILITIES COMMISSION 505 Van Ness Avenue San Francisco, CA 94102-3298



Date: December 5, 2024

First Notice of Outstanding Balance

A & E Transportation Service LLC

Reference: Citation #T2405002 with Service Date May 8, 2024 TCP 45564 CSE000049

To Whom It May Concern:

The California Public Utilities Commission accounting records show a past due fine for \$1,500.00. Please forward payment immediately.

Fill out the bottom portion of this letter and return it with your payment to the following address below:

CPUC Attn: Fiscal Office

505 Van Ness Avenue, Room 3000 San Francisco, CA 94102

You may direct your question regarding this citation to Maria Solis at (916) 928-2534, MS8@cpuc.ca.gov or Alexander Nera at (916) 928-2278, AEN@cpuc.ca.gov. If you need additional information, please contact Jingyou "Janice" Huang at JYU@cpuc.ca.gov. If payment is in route, please disregard this notice.

Betty CA F	erely, y Lee y Lee Public Utilities Commission Office - Accounts Receive	able Unit					
**** Please check the appropriate box(es) ****							
	Paid with check #	dated	mailed				
	Payment will be mailed to you on						
Ш	Please send a copy of the above invoice						
	Please send a copy of work order the the above invoice(s)						
	Other:						

STATE OF CALIFORNIA

GAVIN NEWSOM, Governor

PUBLIC UTILITIES COMMISSION

505 Van Ness Avenue San Francisco, California, 94102

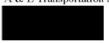
Sent via email:

August 15, 2024

TCP: Unlicensed Case No.: CSE-000204

Aaron C. Williams

DBA: A&E Transportation Service LLC A & E Transportation Service LLC



NOTICE TO CEASE AND DESIST

Dear Mr. Williams:

The California Public Utilities Commission (CPUC) became aware that you are operating without a valid authority.

Public Utilities (Pub. Util.) Code Sections 1031 and 5371 state that it is unlawful for a Passenger Stage Corporation (PSC) or a Charter-Party Carrier (TCP) to conduct any operations without valid authority, respectively. Pub. Util. Code Sections 1034.5 and 5414.5 state that it is unlawful to publish or advertise without holding a valid operating authority. Advertisements include but are not limited to, advertising in local directories or Yellow Pages, business cards, internet websites, and any other form of advertisements.

Your company must immediately cease and desist from all unlawful operations including advertising.

Pub. Util. Code Section 5411 states in part that any TCP carrier which operates without a valid authority is guilty of a misdemeanor and is punishable by a fine not less than \$1,000.

This letter places your company on notice that continued violations of the law without the required operating authority may result in enforcement actions, including criminal prosecutions. There will be no further warnings.

For information on obtaining a permit or certificate, go to: http://www.cpuc.ca.gov/transportationlicensing/.

Please contact me within five days of receiving this notice at the telephone number and email address listed below.

Sincerely,

Bee MaiKa Vang, Enforcement Analyst

Bee Maika Vang

California Public Utilities Commission

Consumer Protection and Enforcement Division Transportation Enforcement Branch

Email: bee.vang@cpuc.ca.gov Telephone: (916) 584-0448

cc: Eric Hooks, Program and Project Supervisor

STATE OF CALIFORNIA

GAVIN NEWSOM, GOVERNOR

PUBLIC UTILITIES COMMISSION

505 Van Ness Avenue San Francisco, CA 94102-3298



A & E TRANSPORTATION SERVICE LLC

PSG0045564

ATTN: A & E TRANSPORTATION SERVICE LLC

Case 00325845



NOTICE OF CASE DENIAL

This is notice from the California Public Utilities Commission (CPUC) that the Case listed on this letter has been denied for the following reasons:

OTHERS

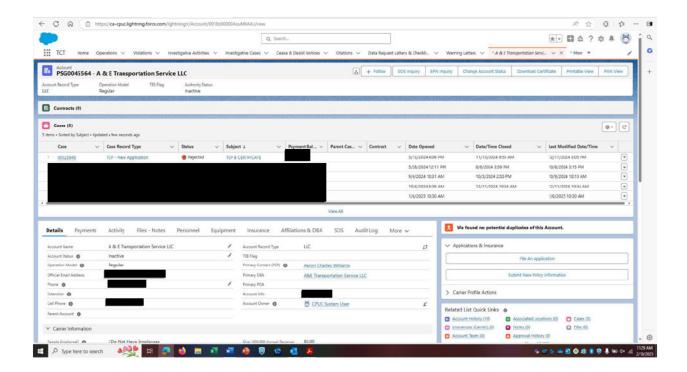
REMARKS: OTHERS - Deficiency not resolved in the time allowed

It is unlawful for a Passenger Stage Corporation (PSC) or a Transportation Charter-Party carrier (TCP) of passengers to conduct any operations as a carrier without a valid permit or certificate issued by the CPUC (California Public Utilities Code §§ 1045, 5379). Such unlawful operations are subject to fines and penalties as set forth in the California Public Utilities Code.

Date Nov 13, 2024

PUBLIC UTILITIES COMMISSION STATE OF CALIFORNIA

licensing@cpuc.ca.gov



1/24/25, 12:43 PM

A & E TRANSPORTATION SERVICE - Home



Ä



WELCOME TO OUR RIDE

Luxurious Sedans, Sprinters, SUV's, Executive Vehicles....Service to and from all airports serving Napa, Sonoma and the Bay Area...24 hour- a-day availability to meet your transportation needs...





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1/24/25, 12:43 PM

A & E TRANSPORTATION SERVICE LLC (@aetransportationservice) • Instagram photos and videos

Instagram



Sign Up



aetransportationservice

Follow

Message

226 posts 1,704 followers 523 following

A & E TRANSPORTATION SERVICE LLC

Party-buses (13), (20) 4/20 friendly ONLY (26) passengers, bars, led lights, Bluetooth, bottle waters, ice, addition... more 965 Detroit Ave #C, Concord, California 95818 ② aetransportationservice.com + 1























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Instagram

Log In

Sign Up



aetransportationservice

Follow

Message

226 posts

1,701 followers

521 following

A & E TRANSPORTATION SERVICE LLC

Party-buses (13), (20) 4/20 friendly ONLY (26) passengers, bars, led lights, Bluetooth, bottle waters, ice, addition... more 965 Detroit Ave #C, Concord, California 95818

@ aetransportationservice.com + 1







































Instagram

Log In

Sign Up



aetransportationservice

Follow

Message

226 posts 1,701 followers 521 following

A & E TRANSPORTATION SERVICE LLC

Party-buses (13), (20) 4/20 friendly ONLY (26) passengers, bars, led lights, Bluetooth, bottle waters, ice, addition... more 965 Detroit Ave #C, Concord, California 95818

@ aetransportationservice.com + 1







































Instagram

Log In

Sign Up



aetransportationservice

Follow

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• • •

226 posts

1,702 followers

520 following

A & E TRANSPORTATION SERVICE LLC

Party-buses (13), (20) 4/20 friendly ONLY (26) passengers, bars, led lights, Bluetooth, bottle waters, ice, addition... more 965 Detroit Ave #C, Concord, California 95818

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مغملمانا مالمانا

Maddle Water

10.40



















CERTIFICATE OF SERVICE

I certify that I have this day served the following documents on

A & E Transportation Service LLC

Unlicensed

Case # CSE-000359

- 1. Administrative Citation T.2025-02-006
- 2. Citation Compliance Agreement
- 3. Investigation Report and Attachments
- 4. Credit/Debit Card Authorization Form
- 5. How to File an Appeal
- 6. Notice of Appeal Form and Certificates of Service Form (from Resolution ALJ-377)
- 7. Resolution ALJ-187
- 8. Certificate of Service

Date: February 25, 2025

James Barbarick

TEB Enforcement Analyst