

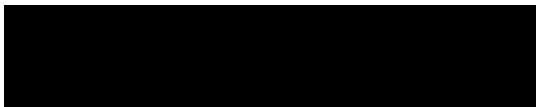


Public Utilities Commission
STATE OF CALIFORNIA

CITATION FOR VIOLATION
OF PUBLIC UTILITIES CODE

To: Baja Star Tours LLC dba Baja Star Tours

File: Unlicensed



Date: March 26, 2024

Citation #: T.24-03-007

San Ysidro, CA 92173

Case #: CSE-000051

VIOLATION

You are hereby cited with having violated sections of the Public Utilities Code (P.U. Code) and California Public Utilities Commission (CPUC) General Order (G.O.) as described below. These violations occurred on March 13, 2023, March 17, 2023, and March 20, 2023.

- (1) Operated as a charter-party carrier without valid authority in violation of Pub. Util. Code Sections 5371, 5381, 5387 and CVC 14602.9 [3 counts];

STATEMENT OF FACTS

The above violations are documented in the attached Investigation Report, which consists of the 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 April 16, 2024. By way of such answer, you may either:

- (1) Pay a fine of \$6,000.00 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 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 April 16, 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.

Rahmon Momoh


Rahmon Momoh
Consumer Protection and Enforcement Division
Transportation Enforcement Branch
Telephone number (415) 816-5754
E-mail address Rahmon.Momoh@cpuc.ca.gov

Attachments

File No.: TCP 43571
Citation #: T.24-03-007
Date: March 26, 2024
Case #: CSE-000051

CITATION COMPLIANCE AGREEMENT

I (we) hereby agree to comply with this citation dated March 26, 2024, and herewith pay the fine of \$6,000.00.

 CEO
Baja Star Tours LLC
dba Baja Star Tours
San Ysidro, CA

(Signature) (Title)

(Date)

Payment (cashier's 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

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

INVESTIGATION REPORT

CARRIER: Baja Star Tours LLC dba Baja Star Tours
A California Limited Liability Company, Entity# 202121710464

OFFICERS: [REDACTED] CEO

AUTHORITY: TCP 43571-Inactive (Unlicensed)

ADDRESSES:

[REDACTED]

PHONE/EMAIL:

[REDACTED]

VEHICLES: 3 Buses

DRIVERS: 11

PL&PD

INSURANCE: National Liability & Fire Insurance Co
Policy: [REDACTED]
Effective: 11/8/2022-11/8/2023
National Fire & Marine Ins Co
Policy: [REDACTED]
Effective: 11/8/2022-11/8/2023

**WORKERS'
COMPENSATION**

INSURANCE: Unknown

DRUG

CONSORTIUM: RMC Testing Solutions

REVENUE: Unknown

INTRODUCTION

On April 6, 2023, I was assigned to investigate the operations and practices of Baja Star Tours LLC dba Baja Star Tours after the Transportation Enforcement Branch (TEB) received a complaint on March 23, 2023, from the California Highway Patrol (CHP). The CHP complaint stated Southwest Transportation, Inc. (Unlicensed) had brokered to have Baja Star Tours LLC (Unlicensed) transport 6th and 7th grade students to and from a [REDACTED] camp in Julian, California on March 13, 2023, March 17, 2023, and March 20, 2023.

VIOLATION

The investigation for January 16, 2024, through March 12, 2024, disclosed violations of the following provisions of the Public Utilities (Pub. Util.) Code and a Commission General Order (GO):

- **Operated as a charter-party carrier without valid authority in violation of Pub. Util. Code Sections 5371, 5381, 5387 and CVC 14602.9 [3 counts].**

On March 3, 2023, CHP Motor Carrier Specialist [REDACTED] [REDACTED] at Baja Star Tours LLC and directed him to refrain from performing any intrastate transportation until he received CPUC authority.

On March 22, 2023, CHP's [REDACTED] sent an email to [REDACTED] [REDACTED] reminding him that he was directed not to perform intrastate trips and obtain operating authority from the CPUC prior to operating as a charter-party carrier of passengers in California. CHP also reminded him that Baja Star Tours does not have School Pupil Activity Bus (SPAB) certification. [REDACTED]

[REDACTED] subsequently emailed three waybills/service orders to [REDACTED] (March 13, 2023, March 17, 2023, and March 20, 2023; \$900.00 for each trip)

[Attachment 1].

On March 23, 2023, the CPUC received a complaint from the CHP stating Southwest Transportation (Unlicensed) had brokered to have Baja Star Tours LLC (Unlicensed) transport 6th and 7th grade students to/from a [REDACTED]

in Julian, CA on March 13, 2023 (Departure), March 17, 2023 (Return), and March 20, 2023 (Departure, one way only) [Attachment 2]. Also, on March 23, 2023, the Administrative Vice-Principal at [REDACTED] in San Ysidro advised CHP that [REDACTED] would no longer use Southwest Transportation.

On April 4, 2023, and May 23, 2023, I emailed [REDACTED] [REDACTED] requested a copy of the Southwest Transportation invoice from March 20, 2023, and copies of the checks for payment to Southwest Transportation.

On May 24, 2023, I received two Southwest Transportation invoices (Invoice# A-1847, \$2,100-Round trip and Invoice# A-1848, \$1,050-One-way) and two check stubs payable to Southwest Transportation (\$2,100-3/20/23-Round trip and \$1,050-3/30/23-One-way). On January 4, 2024, I received two front-back check copies payable to Southwest Transportation, endorsed by Southwest Transportation [Attachment 3].

DECLARATION

I have read the foregoing and know the contents thereof. 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 March 26, 2024, in Los Angeles, California.

Steve Esquerria
Steve Esquerria, TEB Enforcement Analyst

List of Attachments

- Attachment 1 --** CHP's 3/22/2023 email to Baja Star Tours and three service orders
- Attachment 2 --** CHP Complaint and Baja Star Tours bus photos (received 3/23/2023)
- Attachment 3 --** Two Southwest Transportation invoices (Invoice# A-1847, \$2,100-Round trip and Invoice# A-1848, \$1,050-One-way), two check stubs and two front/back check copies (\$2,100-3/20/23 and \$1,050-3/30/23) payable to Southwest Transportation

ATTACHMENT 1

[REDACTED]

From: [REDACTED]
Sent: Wednesday, March 22, 2023 12:35 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Baja Star Tours LLC – CA# 605657, Unauthorized charter
Attachments: 12-3-08 AB830 SCHOOL PUPIL TRANSPORTATION.pdf; TOUR BUS AND TERMINAL INSPECTION CHANGES AS A RESULT OF SENATE BILL 812... (3).pdf; TRANSPORTATION OF SCHOOL PUPILS TO SCHOOL RELATED ACTIVITIES.pdf

[REDACTED]

As per our phone conversation today you have been notified of a resent complaint of **Baja Star Tours LLC – CA# 605657** providing transportation with in point to point within California for school aged children attending private school. You stated you were unaware of any such trip and that all trips are scheduled through your Dispatcher, [REDACTED] and that you would provide his phone number and documentation as soon as possible. As of this email, you have not provided the contact information for [REDACTED] or further documentation for the trip in question.

When contacted on March 3rd, 2023, in regards to the operation details of Baja Star Tours LLC – CA# 605657 you stated via email that your terminal was located in Tijuana, MX and stated via telephone on a separate phone conversation that all vehicles are primarily garaged, maintained, and dispatched from that terminal and due NOT conduct point to point within California. During that same phone conversation, you were reminded and directed not to perform intrastate trips and obtain operating authority from the Public Utilities Commission prior to operating as a Charter-Party Carrier of Passengers in California.

As of today Baja Star Tours LLC – CA# 605657 does not have CPUC authority for intrastate transportation or School Pupil Activity Bus (SPAB) certification and authorization. Reference attachments for further information of SPAB requirements.

If you have any questions or concerns, don't hesitate to contact me at the cell phone number listed below or at this email. My operating hours are from 7:00 am to 3:30 pm, Monday through Friday.

Thank you,

[REDACTED]



CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is

prohibited and may violate applicable laws, including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

[REDACTED]

From: [REDACTED]
Sent: Wednesday, March 22, 2023 3:50 PM
To: [REDACTED]
Subject: FW: Ordenes de trabajo
Attachments: SOUTHWEST TRANSPORTATION 17.pdf; SOUTHWEST TRANSPORTATION 13.pdf;
SOUTHWEST TRANSPORTATION 20.pdf

[REDACTED]

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws, including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

-----Original Message-----

From: [REDACTED]
Sent: Wednesday, March 22, 2023 3:21 PM
To: [REDACTED]
Subject: Ordenes de trabajo

[Warning: This email originated outside of CHP. Do not click links or attachments unless you recognize the sender and know the content is safe.]

Aquí están adjuntas las ordenes que solicitó Marco, seguimos en contacto para otra cosa que se le ofrezca. Buen día!

BAJA STAR TOURS

SAN YSIDRO, CA 9217



CONTRACT/SERVICE ORDER

DATE*	03/17/2023
PICK UP TIME	10:30 AM
DROP OFF TIME	N/A
RESERVATION #	BST-#474

CLIENT	CONTACT	PHONE #
SOUTHWEST TRANSPORTATION		

VEHICLE	PAX	BUS DRIVER	PHONE #
805	56		

PRIMARY PASSANGER	PHONE #
PICK UP PLACE	JULIAN, CA 92173
STOPS	
DROP OFF PLACE	SAN YSIDRO, CA 921673
NOTES	ONE WAY TRIP

PAYMENT METHOD	STATUS	DATE

FLAT RATE	\$900.00
FUEL SURCHARGE	NONE
TOTAL DUE	\$900.00

10% GRATUITY IS RECOMMENDABLE

TRIP NOTE
Terms and Conditions/Contract Agreement: 1.) A 25% deposit is required to reserve; the difference will be settled 3 days before the trip. Penalty for Cancellation will be 25% of the total cost, if you cancel/change the trip 7 days before, there will be no penalty. 2.) The Company commits to present the unit (s) at the requested place/date/time, in perfect working conditions. In the event of mechanical failure, it will be repaired ASAP. If the failure is not resolved, arrangements for an alternate unit would be made. 3.) The Company is not responsible for forgotten objects on board. 4.) In the event that the route is extended, the Contracting Party must notify the administrative offices so that the driver(s) receive instructions from The Company. 5.) The units cannot travel on unpaved roads or in poor condition; with dangerous ascending or descending roads based on the driver's judgment. 6.) It is not allowed to alter the route with detours or stopovers not stipulated in the contract. 7.) The cost of toll roads and driver's meals will be covered by The Company and the lodging expenses will be covered by the Contracting Party. 8.) Any payment for damages suffered by the unit (s) due to the improper use by passengers and / or the overweight of luggage will be paid by the Contracting Party. 9.) The consumption of alcoholic beverages is under the responsibility of the Contracting Party. The use of drugs is prohibited by law. Any fine will be paid by the client. Smoking is not allowed in any vehicle! 10.) Overtime charges will be applied after the first 15 minutes of the agreed upon time. 11.) Driver's tips are at the customer's discretion.
EMERGENCY CONTACT:

SIGNATURE
Client

SIGNATURE
BAJA STAR TOURS

BAJA STAR TOURS

SAN YSIDRO, CA 9217

BAJA STAR TOURS

CONTRACT/SERVICE ORDER

DATE*	03/13/2023
PICK UP TIME	7:45 AM
DROP OFF TIME	
RESERVATION #	BST-#464

CLIENT	CONTACT	PHONE #
SOUTHWEST TRANSPORTATION		

VEHICLE	PAX	BUS DRIVER	PHONE #
805	56		

PRIMARY PASSANGER	PHONE #
PICK UP PLACE	SAN YSIDRO, CA 92175
STOPS	
DROP OFF PLACE	JULIAN, CA 92036
NOTES	ONE WAY TRIP

PAYMENT METHOD	STATUS	DATE

FLAT RATE	\$900.00
FUEL SURCHARGE	NONE
TOTAL DUE	\$900.00

10% GRATUITY IS RECOMMENDABLE

TRIP NOTE

Terms and Conditions/Contract Agreement: 1.) A 25% deposit is required to reserve; the difference will be settled 3 days before the trip. Penalty for Cancellation will be 25% of the total cost, if you cancel/change the trip 7 days before, there will be no penalty. 2.) The Company commits to present the unit (s) at the requested place/date/time, in perfect working conditions. In the event of mechanical failure, it will be repaired ASAP. If the failure is not resolved, arrangements for an alternate unit would be made. 3.) The Company is not responsible for forgotten objects on board. 4.) In the event that the route is extended, the Contracting Party must notify the administrative offices so that the driver(s) receive instructions from The Company. 5.) The units cannot travel on unpaved roads or in poor condition; with dangerous ascending or descending roads based on the driver's judgment. 6.) It is not allowed to alter the route with detours or stopovers not stipulated in the contract. 7.) The cost of toll roads and driver's meals will be covered by The Company and the lodging expenses will be covered by the Contracting Party. 8.) Any payment for damages suffered by the unit (s) due to the improper use by passengers and / or the overweight of luggage will be paid by the Contracting Party. 9.) The consumption of alcoholic beverages is under the responsibility of the Contracting Party. The use of drugs is prohibited by law. Any fine will be paid by the client. Smoking is not allowed in any vehicle! 10.) Overtime charges will be applied after the first 15 minutes of the agreed upon time. 11.) Driver's tips are at the customer's discretion.

EMERGENCY CONTACT: [REDACTED]

SIGNATURE
Client

SIGNATURE
BAJA STAR TOURS

BAJA STAR TOURS
 [REDACTED]
 SAN YSIDRO, CA 92177

BAJA STAR TOURS

CONTRACT/SERVICE ORDER

DATE*	03/20/2023
PICK UP TIME	07:45 AM
DROP OFF TIME	N/A
RESERVATION #	BST-#480

CLIENT	CONTACT	PHONE #
SOUTHWEST TRANSPORTATION	[REDACTED]	[REDACTED]

VEHICLE	PAX	BUS DRIVER	PHONE #
805	56	[REDACTED]	[REDACTED]

PRIMARY PASSANGER	PHONE #
PICK UP PLACE	[REDACTED] SAN YSIDRO, CA 92173
STOPS	
DROP OFF PLACE	[REDACTED] JULIAN, CA 92036
NOTES	ONE WAY TRIP

PAYMENT METHOD	STATUS	DATE

FLAT RATE	\$900.00
FUEL SURCHARGE	NONE
TOTAL DUE	\$900.00

10% GRATUITY IS RECOMMENDABLE

TRIP NOTE

Terms and Conditions/Contract Agreement: 1.) A 25% deposit is required to reserve; the difference will be settled 3 days before the trip. Penalty for Cancellation will be 25% of the total cost, if you cancel/change the trip 7 days before, there will be no penalty. 2.) The Company commits to present the unit (s) at the requested place/date/time, in perfect working conditions. In the event of mechanical failure, it will be repaired ASAP. If the failure is not resolved, arrangements for an alternate unit would be made. 3.) The Company is not responsible for forgotten objects on board. 4.) In the event that the route is extended, the Contracting Party must notify the administrative offices so that the driver(s) receive instructions from The Company. 5.) The units cannot travel on unpaved roads or in poor condition; with dangerous ascending or descending roads based on the driver's judgment. 6.) It is not allowed to alter the route with detours or stopovers not stipulated in the contract. 7.) The cost of toll roads and driver's meals will be covered by The Company and the lodging expenses will be covered by the Contracting Party. 8.) Any payment for damages suffered by the unit (s) due to the improper use by passengers and / or the overweight of luggage will be paid by the Contracting Party. 9.) The consumption of alcoholic beverages is under the responsibility of the Contracting Party. The use of drugs is prohibited by law. Any fine will be paid by the client. Smoking is not allowed in any vehicle! 10.) Overtime charges will be applied after the first 15 minutes of the agreed upon time. 11.) Driver's tips are at the customer's discretion.

EMERGENCY CONTACT: [REDACTED]

 SIGNATURE
 Client

 SIGNATURE
 BAJA STAR TOURS

ATTACHMENT 2

MOTOR CARRIER SAFETY OPERATIONS
COMPLAINT AGAINST MOTOR CARRIER

CHP 356 (New 11-95) OPI 062

COMPLAINT RECEIVED VIA [REDACTED]	DATE RECEIVED 03/20/2023
NAME OF PERSON RECEIVING COMPLAINT [REDACTED]	

COMPLAINANT

NAME: [REDACTED] TELEPHONE NUMBER, (INCLUDE AREA CODE) [REDACTED]

ADDRESS (INCLUDE STREET NUMBER, CITY, STATE, ZIP CODE) [REDACTED]

CONFIDENTIALITY REQUESTED [REDACTED]

COMPLAINANT REQUESTS NOTICE OF FINDINGS [REDACTED]

CARRIER INFORMATION

NAME: Baja Star Tours TELEPHONE NUMBER, (INCLUDE AREA CODE) [REDACTED]

ADDRESS (INCLUDE STREET NUMBER, CITY, STATE, ZIP CODE) [REDACTED]

CA NUMBER: 605,657 FCN: 594,887

COMPLAINT ALLEGATION(S)

Improper equipment maintenance

Carrier requiring the operation of unsafe vehicles

Excessive hours of operation by drivers

Unsafe operation of vehicles by drivers

Improper shipment/handling of hazardous materials

Other

SPECIFICS
Complaint sent the following statement via email:

Sorry for the late reply but I want to report this happened last week with [REDACTED] going to 6th grade camp with this non PLIC non SPAB bus, this week today they took 7th grade to same camp in Julian, they are scheduled to be back at [REDACTED] San Ysidro, CA 92173) this friday at 12 noon. Hopefully you can do something about this because its unfair and unsafe this carrier is operating in this manner. Here are some pics from last week, same bus was there this morning. [REDACTED]

MCSI ASSIGNED [REDACTED] SUSPENSE DATE: 04/20/2023

FINDINGS AND REVIEW

Unfounded Sustained Undetermined

CONCLUSION/RECOMMENDATIONS

Complaint sustained based on the following findings: On 03-22-23, [REDACTED] initiated and completed complaint investigation. In meeting with [REDACTED] of Our Lady of Mt. Carmel School we were able to obtain an invoice which showed they had paid [REDACTED] doing business as Southwest Transportation (does not have active CA# or DOT#) - [REDACTED] to transport its 6th graders round trip from the [REDACTED] departing on 03-13-23 and returning on 03-17-23. Per [REDACTED] for a commission fee he gave the trip to his friend [REDACTED] dispatcher for Baja Star Tours LLC, CA# 605657 which does not have CPUC authority or is SPAB certified and has its terminal in Tijuana, MX. Trip sheets/invoices provided by [REDACTED] showed Baja Star Tours LLC performed SPAB trips for the school on March 13th, 17th & 23, 2023 utilizing MC, 2011, Volvo, Unit 805, CA plate 1937712 operated by Mexico CDL driver [REDACTED] to transport 56 students. All individuals involved have been educated on specific regulations/requirements for SPAB carriers and stated they will no longer be performing this type of operation.

SUPERVISOR'S SIGNATURE [REDACTED] I.D. NUMBER [REDACTED] DATE: 03/23/2023

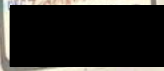
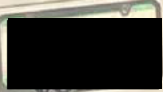
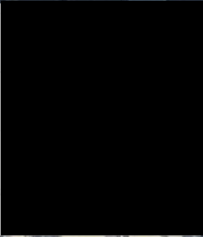
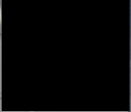
BAJA STAR TOURS LLC

MC 1287070

USDOT 3690165

524 W CALLE PRIMERA

SUIT 1006-B SAN YSIDRO, CA 92173



Small sign on the dashboard with illegible text.





ATTACHMENT 3

Invoice Number
A-1847

Southwest Transportation

Chula Vista CA, 91910

INVOICE

San Ysidro CA, 92173

Invoice Date	Due Date
Mar/16/2022	Mar/20/2022

Description	Amount
Service with 1 bus for rountrip transportation from [REDACTED] to Julian, CA Departure on Mar/13 at 8:00 am Return on Mar/17 at 10:30 AM	2,800.00
<i>25% Discount</i>	(700.00)
<i>Requested by Miss [REDACTED]</i>	
TOTAL: (Two thousand one hundred 00/100)	2,100.00

Invoice Number
A-1848

Southwest Transportation

Chula Vista CA, 91910

INVOICE

San Ysidro CA, 92173

Invoice Date	Due Date
Mar/20/2022	Mar/24/2022

Description	Amount
Service with 1 bus for one way transportation from [REDACTED] to Julian, CA Departure on Mar/20 at 8:00 am <i>Requested by Miss A [REDACTED]</i>	1,050.00
TOTAL: (One thousand fifty 00/100)	1,050.00

3/20/2023

221 • Student Activities:2210 • 6th Grade 6th Camp transportation

Southwest Transportation

2,100.00

6th Camp transportation

1027
Payment
1,050.00
1,050.00

3/30/2023
Discount
Check Amount

Balance Due
1,050.00

Original Amt.
1,050.00

Southwest Transportation
Type Reference
Bill

Date
3/20/2023

1,050.00

7th Camp transportation-One Way

[Redacted]

[Redacted]

[Redacted]

RESEARCH REPORT

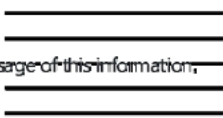
THE STATE OF TEXAS
COUNTY OF [Redacted]

INVESTIGATION OF [Redacted]

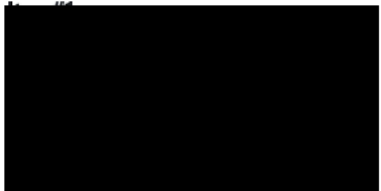
BY [Redacted]

DATE [Redacted]

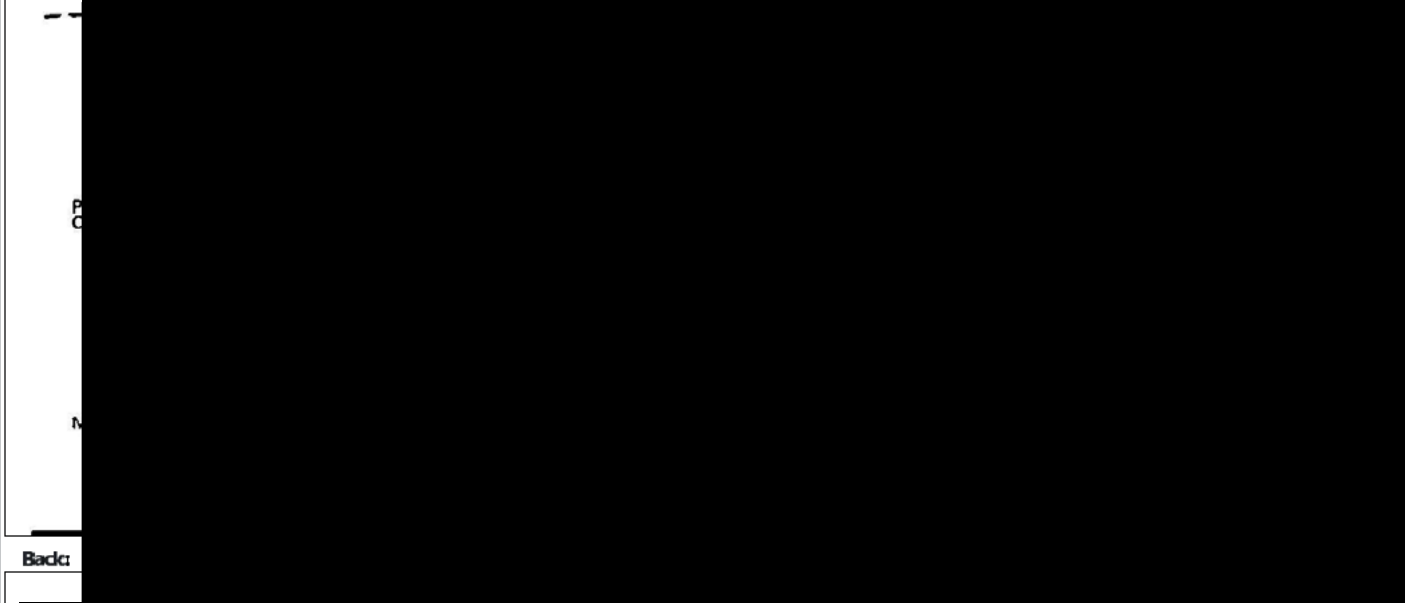
[Redacted]



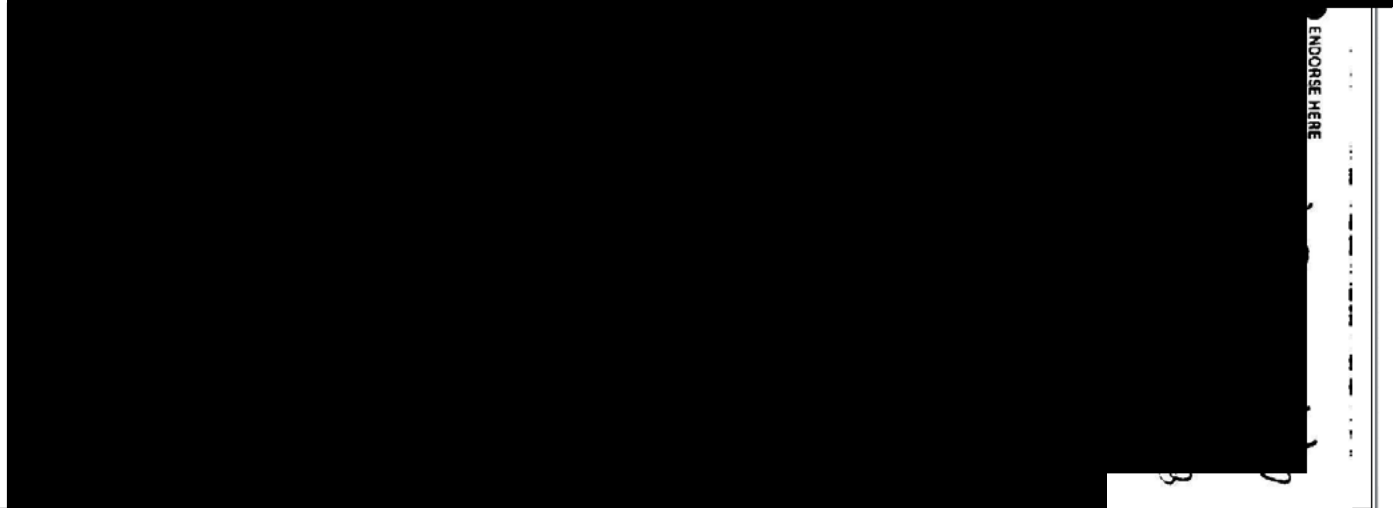
This image contains sensitive information. If you utilize this image, please store it in a secure place to avoid unauthorized usage of this information. Increased security awareness when using digital documents is recommended.



Front:



Back:



ENDORSE HERE