



**PUBLIC UTILITIES COMMISSION  
STATE OF CALIFORNIA**

**CITATION FOR VIOLATION OF PUBLIC UTILITIES CODE**

To: Viva Limo LLC  
Attn: Karen Sardaryan



File: TCP 35550-P  
Date: February 11, 2026  
Citation #: T.2026-02-008  
Case #: CSE-000635

**VIOLATIONS**

You are hereby cited as having violated section(s) of the Public Utilities (Pub. Util.) Code and the California Public Utilities Commission's (CPUC) General Order (G.O.) as described below. These violations occurred during the period of August 5, 2025, to January 28, 2026.

- (1) Failure to produce records, in violation of Pub. Util. Code Sections 5381 and 5389, and G.O. 157-E, Part 6.02. **[2 counts]**

## **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**

The Transportation Enforcement Branch (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 **March 4, 2026**. By way of such answer, you may either:

- (1) Pay a fine of **\$2,000** 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 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 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 4, 2026**, 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. CPUC may also act through a civil or criminal proceeding to recover any unpaid fine and ensure compliance with applicable statutes and CPUC orders.

*Lana Tran Courney*

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Lana Tran-Courney, Program and Project Supervisor  
California Public Utilities Commission  
Consumer Protection and Enforcement Division  
Transportation Enforcement Branch  
Telephone number: 628-217-1907  
E-mail address: [lane.tran-courney@cpuc.ca.gov](mailto:lane.tran-courney@cpuc.ca.gov)

Attachments



**PUBLIC UTILITIES COMMISSION  
STATE OF CALIFORNIA**

**CITATION COMPLIANCE AGREEMENT**

File: TCP 35550-P  
Date: February 11, 2026  
Citation #: T.2026-02-008  
Case #: CSE-000635

I (we) hereby agree to comply with this citation dated **February 11, 2026**, and herewith pay a fine of \$2,000.

Viva Limo LLC  
Attn: Karen Sardaryan



\_\_\_\_\_  
Signature                      Title

\_\_\_\_\_  
Date

Payment shall be submitted online via TCP Portal ([tcpportal.cpuc.ca.gov](http://tcpportal.cpuc.ca.gov)) using a credit card or ACH

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

**INVESTIGATION REPORT**

**CARRIER:** Viva Limo LLC  
A Limited Liability Company, 201515210225 (Active)

**OFFICERS:** Karen Sardaryan, Owner

**AUTHORITY:** TCP<sup>1</sup> 35550-A (Active)

**ADDRESS:** [REDACTED]

**PHONE / EMAIL:** [REDACTED] / [REDACTED]

**VEHICLES:** 1

**EMPLOYEE-DRIVERS:** 0

**PL&PD<sup>2</sup> INSURANCE:** Texas Insurance Company  
Policy #: [REDACTED]  
Effective Date: June 29, 2025

**WKCP<sup>3</sup> INSURANCE:** N/A

**DRUG CONSORTIUM:** Test On Time

**EPN<sup>4</sup>:** [REDACTED] (Active)

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<sup>1</sup> Charter-Party Carrier (TCP)  
<sup>2</sup> Public Liability and Property Damage (PL&PD)  
<sup>3</sup> Workers Compensation (WKCP)  
<sup>4</sup> Employer Pull Notice (EPN)

## INTRODUCTION

On August 5, 2025, I was assigned to investigate the operations and practices of Viva Limo LLC, (hereinafter referred to as Viva Limo) following a complaint referral from the Transportation Licensing and Analysis Branch (TLAB) of the California Public Utilities Commission (CPUC), for noncompliance with the Controlled Substance and Alcohol Testing (CSAT) requirements of CPUC.

## VIOLATIONS

The investigation of Viva Limo covering the period from August 5, 2025, to January 28, 2026, identified the following violations:

- **Failure to produce records, in violation of Pub. Util. Code Sections 5381 and 5389, and G.O. 157-E, Part 6.02 [2 counts]**

On October 16, 2025, I emailed a data request to Karen Sardaryan, owner of Viva Limo, at [REDACTED], requesting for confirmation of enrollment in a drug consortium; however, no response was received (**Attachment 1**).

A review of the CPUC's Transportation Carrier Portal (TCPortal) indicated that Viva Limo had previously enrolled in a CSAT program with Test On Time. On January 5, 2026, I contacted Julian Preston, drug consultant and owner of Test On Time, to inquire about Viva Limo's enrollment status. Mr. Preston advised that Viva Limo's account was terminated on April 18, 2025, due to non-payment of renewal fees. Following this conversation, a data request was sent to Mr. Preston requesting documentation of the termination (**Attachment 2**). A follow-up data request for the same documentation was also sent to Viva Limo (**Attachment 3**). On the same day, I received an email from Mr. Preston detailing the termination of Viva Limo's account with Test On Time (**Attachment 4**).

On January 8, 2026, a Notice to Cease and Desist was issued to Viva Limo following unsuccessful attempts to contact Ms. Sardaryan by telephone on January 2 and January 6, 2026 (**Attachment 5 and Attachment 6**).

On January 26, 2026, Viva Limo renewed its contract and elected to participate in the CSAT program with Test On Time. I emailed Mr. Preston requesting confirmation of the renewed enrollment and received a response the same day, which included a copy of the signed agreement (**Attachment 7**). This information was subsequently verified in TCPortal and confirmed to be accurate (**Attachment 8**).

To date, I have not received a response from Viva Limo, and its participation in a CSAT program from April 19, 2025, through January 25, 2026, is unknown. My investigation of Viva Limo disclosed that the carrier failed to produce the requested documentation.

### **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 as to those matters, I believe to be true.

Executed on February 11, 2026, at San Francisco, California.



Jason Lee, Enforcement Analyst  
Transportation Enforcement Branch  
Consumer Protection and Enforcement Division

## INDEX OF ATTACHMENTS

- Attachment 1:** Data Request 01 sent to Viva Limo
- Attachment 2:** Data request sent to Test On Time
- Attachment 3:** Follow-up data request sent to Viva Limo
- Attachment 4:** Email from Test On Time detailing nonpayment of renewal
- Attachment 5:** Notice to Cease and Desist sent to Viva Limo
- Attachment 6:** Phone call log with Viva Limo
- Attachment 7:** Agreement between Viva Limo and Test On Time
- Attachment 8:** TCPortal showing enrollment with Test On Time

# Attachment 1

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



October 16, 2025

Viva Limo LLC  
[REDACTED]

TCP #: 35550-P (Active)  
Case #: CSE-000635

**Subject: Data Request – Drug Consortium Enrollment Confirmation**

**Sent via Email:** [REDACTED]

**Due: November 6, 2025**

Dear Karen Sardaryan:

Pursuant to Section 314 of the Public Utilities Code, the California Public Utilities Commission's (CPUC) Transportation Enforcement Branch (TEB) requests the information and documents described below.

CPUC records show that Viva Limo, LLC, is not enrolled in a controlled substance and alcohol testing (CSAT) program. Please provide the following information:

1. Confirmation of enrollment in a CSAT program.
2. List of driver(s) enrolled in a CSAT program, including enrollment and removal date(s).
3. Current service agreement.

If you have any questions, please do not hesitate to contact me using the email address or phone number provided below.

Sincerely,

A handwritten signature in cursive script that reads "Jason Lee".

Jason Lee, Public Utilities Regulatory Analyst III  
Transportation Enforcement Branch  
Consumer Protection and Enforcement Division  
(628) 217-1907 | jason.lee@cpuc.ca.gov

# Attachment 2

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



January 5, 2026

Test on Time  
Attn: Julian Preston

**Subject: Confirmation of Enrollent – Viva Limo LLC TCP35550**  
**Sent via Email:** [REDACTED]

Dear Julian Preston:

The Commission’s records show Test On Time as the controlled substances and alcohol testing certification (CSAT) program for Viva Limo LLC, TCP35550. Please provide the following information:

1. Confirmation of enrollment status for Viva Limo LLC.
2. Period of enrollment.

Sincerely,

A handwritten signature in cursive script that reads "Jason Lee".

Jason Lee, Public Utilities Regulatory Analyst III  
Transportation Enforcement Branch  
Consumer Protection and Enforcement Division  
(628) 217-1907 | jason.lee@cpuc.ca.gov

cc: Lana Tran-Courney  
Program and Project Supervisor

# Attachment 3

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



January 5, 2026

Viva Limo LLC  
[Redacted]

TCP #: 35550-P (Active)  
Case #: CSE-000635

**Subject: Data Request – Drug Consortium Enrollment**  
**Sent via Email:** [Redacted]  
**Due Date: January 15, 2025**

Dear Karen Sardaryan:

The Commission’s records show Test On Time as the controlled substances and alcohol testing certification (CSAT) program for Viva Limo LLC, TCP35550. Please provide the following information:\

1. Confirmation of enrollment status for Viva Limo LLC.
2. List of all drivers enrolled with the consortium including enrollment and removal dates.
3. Current service agreement.
  - a. If the service agreement is no longer active, please state the reasons(s) why.

If you have any questions, please do not hesitate to contact me using the email address or phone number provided below.

Sincerely,

*Jason Lee*

Jason Lee, Public Utilities Regulatory Analyst III  
Transportation Enforcement Branch  
Consumer Protection and Enforcement Division  
(628) 217-1907 | jason.lee@cpuc.ca.gov

cc: Lana Tran-Courney  
Program and Project Supervisor

# Attachment 4

**Lee, Jason T.**

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**From:** [REDACTED]  
**Sent:** Monday, January 5, 2026 1:50 PM  
**To:** Lee, Jason T.  
**Subject:** [EXTERNAL] Re: Data Request Confirmation of Enrollment Viva Limo  
**Attachments:** Viva Limo termination email.pdf

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Jason,

Thank you for your inquiry regarding the enrollment status of Viva Limo LLC (TCP35550).

Please be advised of the following:

1. Confirmation of Enrollment Status: Viva Limo LLC testing program was terminated for non renewal on April 18, 2025.
2. Period of Enrollment: The period of enrollment was from April 18, 2024, to April 18, 2025.

Their account was subsequently terminated due to non-payment after attempts to contact them regarding renewal failed.

The email notifying the licensing department of this termination is attached for your records.

Sincerely,

Julian Preston

On Mon, Jan 5, 2026 at 1:33 PM Lee, Jason T. <[Jason.Lee@cpuc.ca.gov](mailto:Jason.Lee@cpuc.ca.gov)> wrote:

Hello Julian,

Thank you for taking my call last week regarding the enrollment status of Viva Limo LLC (TCP35550). As discussed, the information needs to be documented in writing. As such, attached is the data request. Please indicate the enrollment status of Viva Limo LLC and the period of enrollment.

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**Jason Lee**

Enforcement Analyst



Julian Preston <info@testontime.com>

## Viva Limo, LLC - PSG0035550 - termination notice

1 message



Hello,

Viva Limo, LLC - PSG0035550 ceased responding to our emails, phone calls and text messages regarding renewing their drug & alcohol testing program. This carrier is no longer enrolled in the drug & alcohol testing program to meet the requirements of Chapter 405, statutes of 1995 (SB 46) and the subsequent regulations adopted by the California Public Utilities Commission (Public Utilities Code §§ 5374 & 1032.1).

We would like to withdraw our list of services and remove TEST ON TIME from their PL706J.

**This company is no longer participating in the drug & alcohol testing program to meet the requirements of 49 CFR part 40.**

--

Kind regards

**Julian Preston**  
*President & Compliance Officer*



DOT Drug Testing & Compliance Nationwide.

Transportation Enforcement Branch  
Consumer Protection & Enforcement Division  
California Public Utilities Commission  
628-217-1907 | [jason.lee@cpuc.ca.gov](mailto:jason.lee@cpuc.ca.gov)  
[www.cpuc.ca.gov](http://www.cpuc.ca.gov)

--

Kind regards

[Redacted]

[Redacted]



DOT Drug Testing & Compliance Nationwide.

# Attachment 5

## PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



January 7, 2026

TCP #: 35550-P (Active)  
Case #: CSE-000635

**NOTICE TO CEASE AND DESIST**

Dear Viva Limo LLC:

The California Public Utilities Commission (Commission) has become aware that you are not enrolled in a mandatory Controlled Substance and Alcohol Testing (CSAT) Certification Program.

Public Utilities (Pub. Util.) Code Section 1032.1 states in part that:

- (4) In the case of an applicant who is also a driver, test results shall be reported directly to the commission.
- (e) The commission shall conduct random and for-cause inspections of applicants' documents supporting compliance with the program.
- (f) For purposes of this section, "employment" includes self-employment as an independent driver.

General Order 157-E, part 10.06 (Driver Applicant Test Results) states in part that test results for applicants who are also drivers must be reported directly to the Commission consistent with the requirements of 49 CFR Part 382.407.

**VIVA LIMO LLC MUST IMMEDIATELY CEASE AND DESIST FROM ANY AND ALL UNLAWFUL OPERATIONS.**

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

For information on enrollment, visit: <https://tcportal.cpuc.ca.gov/TCP/s/article/Transportation-Carriers-How-to-Submit-a-CSAT-Program-Case>.

If you have any questions, please do not hesitate to contact me using the email address or phone number provided below.

Sincerely,

*Jason Lee*

Jason Lee, Public Utilities Regulatory Analyst III  
Transportation Enforcement Branch  
Consumer Protection and Enforcement Division  
(628) 217-1907 | [jason.lee@cpuc.ca.gov](mailto:jason.lee@cpuc.ca.gov)

cc: Lana Courney-Tran  
Program and Project Supervisor

# Attachment 6



Edit



UNKNOWN



Details

Voicemails

Outgoing Call  
39 seconds

1/2/26 · 11:53 AM

Call History



Favorites



Recents



Contacts



Keypad



Voicemail

7

Add Name



Edit



UNKNOWN



Details

Voicemails

Outgoing Call  
48 seconds

1/6/26 · 1:44 PM

Call History



Favorites



Recents



Contacts



Keypad



Voicemail

7

Add Name

# Attachment 7

Client: Viva Limo, LLC  
SERVICE AGREEMENT

This agreement is made between the parties with the following understanding:

- If no payment was made for the renewal of the account at least 2 days before it is due, client's account will be terminated and reported to the CPUC for noncompliance.
- If no payment was made for services previously provided 10 days from the date of the invoice, client's account will be terminated for non-payment. Client's information will be sent to a collection agency for payment at which time client is responsible for all collections fees applied by the collection agency and legal fees incurred.
- TEST ON TIME, INC will not be responsible or liable to the Client for its failure or delay in performance, which results from or is due to, directly or indirectly, and in whole or part, any cause or circumstance which is beyond the reasonable control of TEST ON TIME, INC.
- If this Agreement is suspended or terminated for any reason, the Client assumes full responsibility for its own administration of CPUC mandated drug and alcohol testing programs.

I hereby consent to granting Company TEST ON TIME, INC and its affiliates the authority to collect urine and/or breath specimens from either myself or the employees **of my company, whose name is specified as a client in this agreement.** I further authorize and give full permission to have the Company TEST ON TIME, INC and/or its affiliates send the specimen or specimens so collected to a laboratory for a screening test for the presence of any drugs and/or alcohol and for the laboratory or other testing facility to release all documentation relating to such tests to the Company TEST ON TIME, INC and CPUC, California Public Utilities Commission. I authorize TEST ON TIME, INC to disclose any documentation relating to such tests to any governmental entity for appropriate review or investigation connected with the tests. I hereby authorize TEST ON TIME, INC to charge my credit and/or debit cards for all drug and alcohol tests conducted for **my company, whose name is specified as a client in this agreement** including annual renewals for **my company, whose name is specified as a client in this agreement.**

KS

This agreement confirms my understanding that all employees **of my company, whose name is specified as a client in this agreement** operating vehicles under our company's TCP license are subject to pre-employment and random drug and alcohol testing. We acknowledge that all such random testing must be completed by the deadlines provided by TEST ON TIME, INC. It is also understood that, in accordance with CPUC regulations, employees operating vehicles under our company's TCP license are subject to pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up testing. Lastly, we have agreed that any driver who fails a drug or alcohol test will be referred to a Substance Abuse Professional (SAP) for evaluation and treatment recommendations. Drivers who fail these tests will not be permitted to operate a commercial vehicle under our company's TCP license until they have fully completed the return-to-duty requirements. I understand that I may not select another drug and alcohol testing consultant until my next TCP license renewal. In the event that I choose to close my account with TEST ON TIME, INC and transition to another provider, I understand that I am responsible for the remainder of the contract term. This responsibility includes payment for the remaining balance of the agreed period. I fully understand all the terms mentioned and agree with the contents as stated. I understand that random tests are covered under the annual fee only if there is a single driver on the account which is me, the person who is signing this agreement. Should I add additional drivers to the existing account, I acknowledge that random and annual tests will no longer be covered by the annual fee, and my company will assume responsibility for the payment of these tests. Furthermore, I understand that if I am not selected for a random test and the CPUC requests a new test, I will be required to renew my certificate of enrollment first, regardless of the current expiration date. I understand that I must keep the list of our drivers updated with both the CPUC and TEST ON TIME, INC. Furthermore, I recognize that it is my responsibility to notify TEST ON TIME, INC of any changes to our roster of drivers and to update the CPUC portal accordingly. I acknowledge that this agreement will remain in effect for a period of three years from the date specified below. I have reviewed the provided agreement in its entirety. I hereby confirm my acceptance of all the contents of this agreement by signing and dating below.

KS

Accepted by: Karen Sardaryan

My title: Owner

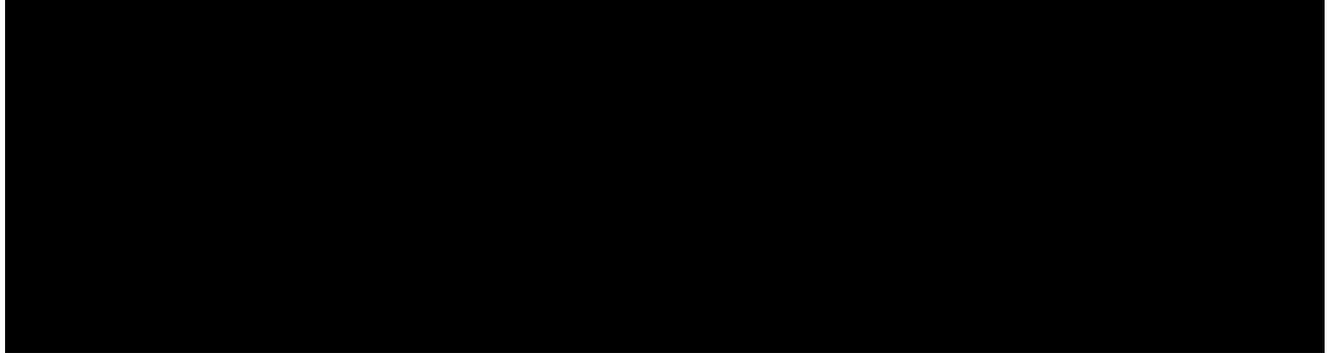
Date 1/20/2026

Signature

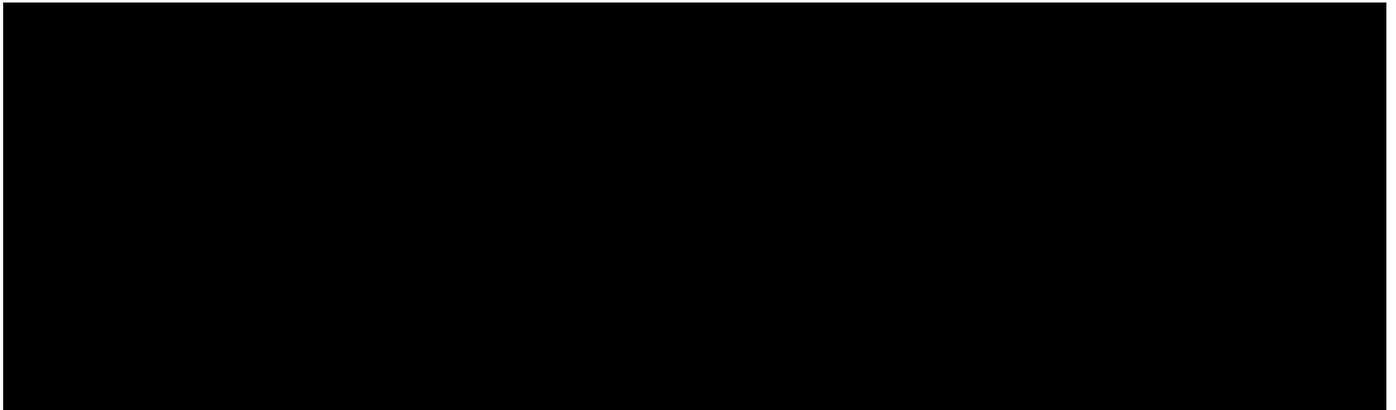


**Service agreement**

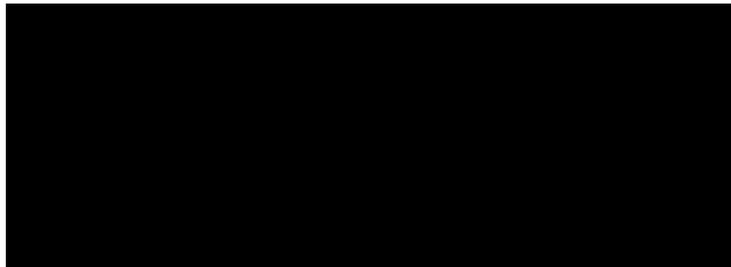
**Client:** Viva Limo, LLC

Item	Cost	Description
		

**Business Contact Information**



**Signup Charges**



**Client: Viva Limo, LLC**  
**Recurring Payment Authorization**

Your card will be charged on the first of every month **only** if there is a balance on your account. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "TEST ON TIME" Debit or Credit.

Your card will not be charged if there is no balance on your account.

**I authorize TEST ON TIME to keep this card on file for all future payments.**

**I authorize TEST ON TIME to charge this card for all drug tests, invoices & renewals.**

I authorize regularly scheduled charges to my credit card or debit card.

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify TEST ON TIME in writing of any changes in my credit or debit card information or termination of this authorization at least 2 weeks prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I understand that because these are electronic transactions, these funds may be charged to my credit or debit card as soon as the above noted periodic transaction dates. If the transaction was rejected for Non-Sufficient Funds (NSF) I understand that I must provide TEST ON TIME another form of payment. I certify that I am an authorized user of this credit card or debit card and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form and service agreement. I acknowledge that payments for drug & alcohol testing, enrollment and annual renewals are non-refundable. Additionally, I am clear on what to expect regarding the timeline for receiving the results. If I need to cancel this authorization form, I understand that I need to notify TEST ON TIME at least two weeks before the next scheduled payment. I confirm my understanding that if I do not notify TEST ON TIME at least two weeks in advance of the renewal date to cancel or close my account, the payment will not be refunded. I understand that the prices outlined in this agreement may be altered without prior notification. I fully understand all the terms mentioned and agree with the contents as stated.

KS

I hereby confirm my acceptance of all the contents of this agreement by signing and dating below.

**Name of the company:** Viva Limo, LLC

**Print your full name:** Karen Sardaryan

**Signature:** 

**Date** 1/20/2026

# Attachment 8



Case Info (TCP)

**CaseInfo-157089**

+ Follow

o related lists to display

**Details**    Activity    Feed

Case    00364557

Drug Consultant Name    Julian Preston

CSAT Consortia / TPA

Drug Consultant Consortium    Test On Time

Contract with CSAT Consortium / TPA

Deficiency Code    DRUG1:DRUG2

Deficiency (Initial)    1/26/2026 9:50 AM

Deficiency Comments

Form 706 J



No related lists to display