

*STAFF REPORT**CITY OF OCEANSIDE*

---

DATE: July 2, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Financial Services Department

SUBJECT: **APPROVAL OF A TAXICAB FRANCHISE AGREEMENT WITH AMERICAN GROUND TRANSPORTATION INC., DBA 24/7 YELLOW CAB**

**SYNOPSIS**

Staff recommends that the City Council approve a five-year franchise agreement with American Ground Transportation, Inc., of Orange to operate taxicabs in the City of Oceanside with revenue to the City consisting of a one-time \$500 franchise fee, plus annual revenue ranging from \$400 with five operational taxicabs, to \$3,940 with the maximum of sixty-four taxicabs allowable under the proposed franchise; and authorize the City Manager to execute the franchise agreement.

**BACKGROUND**

Currently, the City's single active taxicab franchise agreement is with Yellow Cab of North County for a maximum of sixty-five taxicabs. To date, the company has been issued twenty-nine permits for vehicles therefore there is room for expansion under their current agreement.

Other taxicab franchise agreements have expired without reapplication over the past several years. In December 2003, the franchise agreement with Courtesy Cab for four taxicabs expired. The franchise agreement with Coastal Cab for two taxicabs expired in June 2004. The franchise agreement with Pinky for two taxicabs and with Craig's Taxicab for one taxicab ended before the actual agreement term dates due to dissolution of the companies in 2003/2004.

The last taxicab application received by the City of Oceanside was submitted by Coach Cab in April of 2005. After several postponements, the application was withdrawn prior to the public hearing.

Yellow Cab of North County has been operating under the current ownership since March 2004. The new owners requested, and were granted, an extension on the abatement agreement for the non-conforming use at 321 North Tremont Street. Before the agreed-upon date, Yellow Cab of North County relocated to an approved location at

624 Camelot Drive. In June 2005, the agreement was amended to increase the number of authorized permits for vehicles from thirty-four to sixty-five.

24/7 Yellow Cab has been operating in Orange County since November 2005 and subsequently in Camp Pendleton. Although the company is looking to expand its taxicab operation by providing services in the City of Oceanside, offices and dispatch will remain in Orange County. Irene Roditis, General Manager, has seventeen years of experience in the business including being President and CEO of South Coast Cab Company, and Savvas Roditis, Fleet Manager, has twenty-five years of experience.

24/7 Yellow Cab's application indicates they have two style schemes in their fleet that they propose to use in Oceanside. The first is a yellow vehicle with a blue roof and red lettering and the second is an all black vehicle with silver lettering. The second scheme was adopted due to high demand by some of their exclusive clientele. Some of these vehicles will operate only with Oceanside permits while others will hold dual permits for Oceanside and Orange County.

The company anticipates that five to ten permits will be issued ninety days after authorization and approximately thirty-seven by the end of the first year. They currently have no plans to apply for authorization in any other North County City. The company has found that they have fares dropping off in Oceanside and Camp Pendleton; however, they are not able to supply a sufficient number of return trips from Camp Pendleton alone. Additionally, Orange County residents familiar with the company call for service from Oceanside homes, but are unable to obtain service. Thus, the company is requesting authorization to operate so that fares can be sought in both directions. Their long term goal is to expand operations in North County.

Because 24/7 Yellow Cab is authorized for operation with the Orange County Taxi Administration Program (OCTAP), staff requested public records from this regulatory agency pertinent to 24/7 Yellow Cab. OCTAP maintains an incident report system and twelve reports were provided in response to the records request. In 2006, four incidents were complaints regarding the driver's behavior which were resolved or closed due to no contact. The fifth incident in 2006 was a cab stop report where the driver was cited for operating with an expired OCTAP permit, expired registration and no proof of insurance. The vehicle was insured at the time of the incident however; the vehicle was put out of service because it was not permitted and the incident closed.

In 2007, seven incident reports related to 24/7 were opened by OCTAP. Of the seven incidents, five noted that Administrative Action - Notice of Violations were issued. Two were issued to drivers for not having a valid driver permit. These were paid and the drivers received the proper permits. Three were issued to the company for "allowing operation of a taxicab by a driver not possessing a valid OCTAP driver permit stating that the driver is affiliated with the permittee." These fines were paid and the incidents closed. As of March 2008, OCTAP had not opened any incidents related to 24/7 Yellow Cab since March 2007.

## **ANALYSIS**

Because Yellow Cab of North County is the City's only authorized provider of taxicab services, the citizens and businesses have only one option for obtaining cab services. Currently there are not any taxicab options when a cab is not available from Yellow Cab, or if a customer is not satisfied with service. Authorizing a second company to operate in Oceanside will provide a choice for those seeking taxicab services.

Having a second authorized company provides a buffer to service provision should any unforeseen event prevent or inhibit a single provider's ability to service the City of Oceanside. Economic swings, liabilities, or lawsuits could all have a negative effect on a service provider. A second provider would limit the vulnerability of service provision.

Because the proposed fare rates are similar to the current authorized company, fare competition would not exist. The competitive edge would go to the company providing the best service. Examples of service provision would include response time, vehicle condition, interaction with the driver, and interaction with the dispatcher. This type of competition is seen as beneficial since as each company seeks to obtain business, the customers' level of service is enhanced. The proposed franchise agreement is modeled after the agreement with Yellow Cab and does not have any substantive differences.

The City of Oceanside is experiencing a rapid growth period where demands for taxicab services are anticipated to increase. The City is looking at the completion of several downtown projects, expansion at El Corazon, and the recent completion of the Sprinter light rail project. The demand for taxicab services is expected to rise. Although there is room in the current franchise with Yellow Cab for growth, authorization of a second company would ensure that an adequate supply of taxicab services would be in place prior to increased demand. One company may have delays or difficulties in meeting rapidly increased demand, thus a second company would mitigate unforeseen circumstances.

Yellow Cab of North County has submitted quarterly reports indicating they are meeting or exceeding the service standards set forth in the franchise agreement. They have also worked very well with the Parks & Recreation Division in establishing and providing the senior taxicab script program. The few complaints reported in the quarterly reports are quickly addressed and resolved. Thus, staff believes that current service levels are not an issue in recommending an alternative provider.

In reviewing the public records from OCTAP, staff was concerned that drivers were operating company vehicles without the proper permits. When the company was issued violations for these infractions they attended a public hearing and upon determination by the OCTAP Administrator that the violations for unpermitted drivers were valid, the company paid the fines. Since that time, March 2007, OCTAP has not opened an incident report for 24/7 Yellow Cab, indicating that the company and their drivers are following the regulations.

## **FISCAL IMPACT**

There is a one-time franchise fee of \$500, an annual \$100 fee for a business license, and a \$60 fee per operational taxicab. With five operational taxicabs the first year, the City would receive \$900 with ongoing annual revenue of \$400. Annual revenue for the maximum of sixty-four taxicabs would be \$3,940.

## **COMMISSION OR COMMITTEE REPORT**

The taxicab committee, including representatives from the Police Department, Code Enforcement, Planning, Parks & Recreation, City Attorney, City Manager and Finance, are recommending approval of the franchise agreement.

## **CITY ATTORNEY'S ANALYSIS**

The City Council is authorized to hold a public hearing in this matter. Consideration of the matter should be based on the testimony and evidence presented at the hearing. After conducting the public hearing, the Council shall affirm, modify or deny the franchise agreement. The supporting documents have been reviewed and approved as to form by the City Attorney.

**RECOMMENDATION**

Staff recommends that the City Council approve a five-year franchise agreement with American Ground Transportation, Inc., of Orange to operate taxicabs in the City of Oceanside with revenue to the City consisting of a one-time \$500 franchise fee, plus annual revenue ranging from \$400 with five operational taxicabs, to \$3,940 with the maximum of sixty-four taxicabs allowable under the proposed franchise; and authorize the City Manager to execute the franchise agreement.

PREPARED BY:

  
\_\_\_\_\_  
Sheri Brown  
Revenue Manager

SUBMITTED BY:

  
\_\_\_\_\_  
Peter Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager  
Teri Ferro, Financial Services Director  
Frank McCoy, Police Chief



Attachments:

1. Franchise Agreement
2. Chief of Police Memorandum
3. Application Information



1           3.     **FRANCHISE FEE:**

2           The Company shall pay to the City the sum of FIVE HUNDRED DOLLARS (\$500.00)  
3 for the issuance of this franchise.

4           4.     **INSURANCE:**

5           The Company shall maintain in full force and effect bodily injury and property damage  
6 insurance as required by the Oceanside City Code, Section 35.3 covering vehicle(s) owned by  
7 the Company.

8           5.     **NOTICE OF INTENTION TO CEASE OPERATION:**

9           The Company shall give thirty (30) days prior written notice to the City Manager of  
10 intention to cease operation under this franchise agreement.

11          6.     **OPERATING REGULATIONS:**

12          A.     Possession of a franchise issued by the City pursuant to Chapter 35 of the  
13 Oceanside City Code shall be a prerequisite to obtaining a City business license.

14          B.     All drivers for the Company shall carry the County Sheriff's taxicab driver  
15 identification card and a City of Oceanside business license.

16          C.     Vehicles shall be in compliance with the descriptions submitted in the  
17 application. All vehicles shall be owned by the Company.

18          D.     Passenger limits as specified in the Oceanside City Code, Section 35.41 shall be  
19 adhered to.

20          E.     Vehicles will be subject to inspection by the Oceanside Police Department at any  
21 time pursuant to Oceanside City Code Section 35.90.

22          F.     The safe operation and maintenance of each vehicle is the sole responsibility of  
23 the Company.

24          G.     Vehicles must be in good operating order and free from known mechanical  
25 defects. The interiors and exterior of all vehicles must be kept in clean, neat and attractive  
26 condition. Vehicles in need of repair or maintenance of body damage, dents, broken glass, torn  
27 upholstery, bad stains, inoperable seat belts, unclean windows, unclean interior or exterior,  
28 unsafe tire tread, missing hubcaps and mechanical defects shall be taken out of service until

1 they are repaired.

2 H. No taxicab in use in the City shall exceed seven years in age. Notwithstanding  
3 the age of the vehicle, it is the responsibility of the Company to maintain all vehicles in a safe  
4 operating condition. City is authorized to inspect vehicles in use in the City and remove from  
5 service vehicles that appear to be unsafe, until they have been inspected and found to be safe  
6 and in adequate condition for use as a taxicab.

7 I. Company shall respond to telephone calls for service within 20 minutes 80% of  
8 the time and within 35 minutes 96% of the time.

9 J. Company shall provide to the City on a quarterly basis a summary of the number  
10 of calls for service each month and the average response time. The report shall also include a  
11 complaint log indicating the number of complaints received, date of the incident, the nature of  
12 the complaints and the resolutions.

13 K. Drivers must be dressed in a neat and clean fashion.

14 L. All taxicab drivers operating taxicabs in the City shall be subject to the provisions  
15 of Chapter 35 of the Oceanside City Code.

16 M. All operations conducted under this franchise agreement shall be in compliance  
17 with all the provisions of Chapter 35 of the Oceanside City Code.

18 7. **REVOCATION:**

19 A. This franchise shall be subject to revocation and/or suspension pursuant to  
20 Oceanside City Code Sections 35.21 and 35.22, based upon a violation of the provisions of  
21 Chapter 35 of the Oceanside City Code and/or failure of Company, its agents, employees, or  
22 drivers to comply with the conditions of this franchise agreement.

23 B. This franchise may be revoked only after a public hearing by the City Council  
24 held at the next regularly scheduled Council meeting following written notice to the Company.  
25 Said notice shall specify the grounds for revocation and shall be mailed to the Company at its  
26 principal place of business.

27 C. The Company shall be entitled to examine all reports and evidence supporting the  
28 revocation of the franchise. The decision of the City Council shall be final and shall be

1 communicated in writing together with findings, if requested, within ten (10) days after the  
2 close of the hearing.

3       8.     **TAXICAB STANDS:**

4           The Company requests that no taxicab stands be granted at this time. However, stands  
5 may be authorized to the Company, upon request, pursuant to the provision of Chapter 35 of  
6 the Oceanside City Code.

7       9.     **TRANSFERABILITY:**

8           This franchise and the taxicab permits granted hereby shall not be transferable except as  
9 provided in Chapter 35 of the Oceanside City Code. A transfer of the ownership or transfer of  
10 a majority of the stock or interest in the Company without complying with the provisions of  
11 Chapter 35 of the Oceanside Municipal Code shall be considered an impermissible attempt to  
12 transfer the franchise and the permits granted thereunder.

13       10.   **ENTIRE AGREEMENT:**

14           This agreement comprises the entire integrated understanding between the City and  
15 Company concerning the work to be performed and supersedes all prior negotiations,  
16 representations, and agreements.

17       11.   **INTERPRETATION OF THE AGREEMENT:**

18           The interpretation, validity and enforcement of the Agreement shall be governed by and  
19 construed under the laws of the State of California. The Agreement does not limit any other  
20 rights or remedies available to the City.

21           The Company shall be responsible for complying with all Local, State and Federal laws  
22 whether or not said laws are expressly stated or referred to herein.

23           Should any provision herein be found or deemed to be invalid, the Agreement shall be  
24 construed as not granting such provision, and all other provisions, which are otherwise lawful  
25 shall remain in full force and effect, and to this end the provisions of this Agreement are  
26 severable.

27     ////

28     ////

1           12.    **AGREEMENT MODIFICATION:**

2           This agreement may not be modified orally or in any manner other than by an agreement  
3 in writing signed by the parties hereto. The City hereby expressly reserves the right to modify,  
4 amend, alter, change or eliminate any of the provisions of this franchise at the expiration of  
5 each one-year period during the life of the same for the following purposes:

6           (a)    To eliminate or delete from the same such conditions as prove obsolete or  
7 impractical.

8           (b)    To impose such additional conditions upon the Company as may be just and  
9 reasonable, such conditions to be those as may be deemed necessary for the purpose of insuring  
10 adequate service to the public.

11          (c)    To increase the fees for the operation of taxicabs under this ordinance.

12          13.    **NOTICES:**

13          All notices, demands, requests, consents or other communications which this Agreement  
14 contemplates or authorizes, or requires or permits either party to give to the other, shall be in  
15 writing and shall be personally delivered or mailed to the respective party as follows:

16          To CITY:

17          Director Financial Services Department  
18          City of Oceanside  
19          300 North Coast Highway  
20          Oceanside, CA 92054

21          To COMPANY:

22          Konstantinos Roditis  
23          24/7 Yellow Cab  
24          2192 N. Batavia Street  
25          Orange, CA 92865

26          Either party may change its address by notice to the other party as provided herein.

27          Communications shall be deemed to have been given and received on the first to occur  
28 of (i) actual receipt at the offices of the party to whom the communication is to be sent, as  
designated above or (ii) three working days following the deposit in the United States Mail or  
registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of  
the party to whom the communication is to be sent, as designated above.

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14. **SIGNATURES:**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Company and the City.

**IN WITNESS WHEREOF** the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

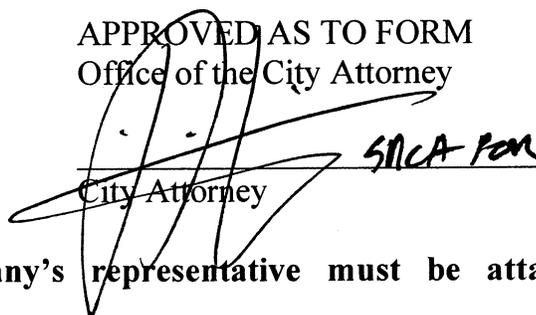
DATED: \_\_\_\_\_

Peter Weiss, City Manager  
CITY OF OCEANSIDE

DATED: 06-03-2008

  
Konstantinos Roditis, President  
AMERICAN GROUND  
TRANSPORTATION INC., LLC.

ATTEST:  
  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
Office of the City Attorney  
  
City Attorney *SACA FOR*

**Notary acknowledgements of Company's representative must be attached.**  
24/7 Yellow Cab Franchise Agreement

CT9  
NOTARY PUBLIC - CALIFORNIA  
ORANGE COUNTY  
My Comm. Expires NOV 24, 2009

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE

On JUNE 3, 2008 before me, GREGORY V. VEIX, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

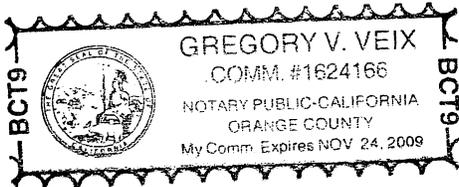
personally appeared KONSTANTINOS RODITIS  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Gregory V. Veix*  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: FRANCHISE AGREEMENT

Document Date: 6/3/08 Number of Pages: 6

Signer(s) Other Than Named Above: PETER WEISS & CITY ATTORNEY

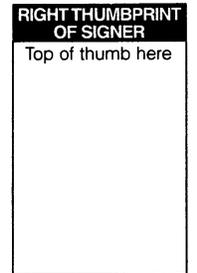
**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

GREGORY V. VEIX



# MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Frank McCoy, Chief of Police

VIA: Peter Weiss, City Manager

SUBJECT: Taxicab Operation PC&N

DATE: January 31, 2008

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Having attended the Taxicab Committee meetings, staff finds that Public Convenience and Necessity exists to allow 24/7 Yellow Cab to operate a taxicab service in the City of Oceanside.

The Oceanside Police Department has no concerns regarding establishing a franchise agreement with 24/7 Yellow Cab.

Cc: Taxicab Committee



## Contact Information

Information provided on this page is 24/7 Yellow Cab's contact information and its corporate officer. Please contact Konstantinos Roditis and/or Irene Roditis for any questions or additional information.

24/7 Yellow Cab  
2192 N. Batavia Street  
Orange, CA 92865  
Tel: 888-247-8294  
Fax: 714-279-9652

Konstantinos Roditis, President/CEO  
2192 N. Batavia Street  
Orange, CA 92865  
Cell: 949-922-5176  
Fax: 866-365-5492  
Email: [kroditis@24-7yellowcab.com](mailto:kroditis@24-7yellowcab.com)

Irene Roditis, General Manager  
2192 N. Batavia Street  
Orange, CA 92865  
Tel: 714-279-0192  
Fax: 714-279-9652

## **Information Pertaining to Section 35.10 (b)**

On the 7<sup>th</sup> day of December, 2004 American Ground Transportation Inc. incorporated in the State of Nevada. On the 22<sup>nd</sup> day of February, 2005 American Ground Transportation Inc. qualified to transact intrastate business in the State of California, under the laws of Nevada. Then on 9<sup>th</sup> day of January, 2006, American Ground Transportation Inc. converted from a foreign corporation into a California Stock Corporation. Please refer to the following pages for documents showing these transactions.

The address of incorporation for American Ground Transportation Inc. is 971 S. Park Rim Circle, Anaheim, CA 92807; located near Serrano and Nohl Ranch Road. The principle place of business is located at 2192 N. Batavia Street, Orange, CA 92865; located near N. Batavia and Lincoln Avenue.

There is currently only one corporate officer for American Ground Transportation Inc.:  
Konstantinos Roditis, 971 S. Park Rim Circle, Anaheim, CA 92807

# SECRETARY OF STATE



## CORPORATE CHARTER

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **AMERICAN GROUND TRANSPORTATION INCORPORATED** did on **December 7, 2004**, file in this office the original Articles of Incorporation; that said Articles are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on **December 7, 2004**.



*Dean Heller*

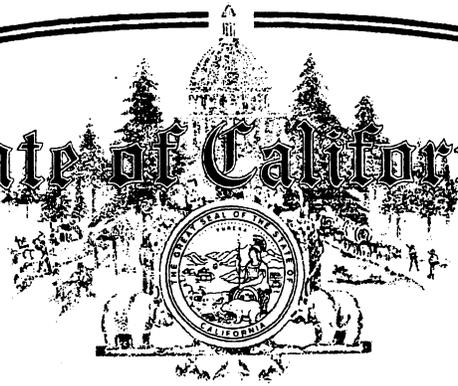
DEAN HELLER  
Secretary of State

By

*Patricia A. Blasius*

Certification Clerk

# State of California



2588531

## SECRETARY OF STATE

### CERTIFICATE OF QUALIFICATION

I, KEVIN SHELLEY, Secretary of State of the State of California, hereby certify:

That on the **22ND** day of **FEBRUARY, 2005**, **AMERICAN GROUND TRANSPORTATION INCORPORATED**, a corporation organized and existing under the laws of **NEVADA**, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California, and that as of said date said corporation became and now is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 3, 2005.



*Kevin Shelley*  
KEVIN SHELLEY  
Secretary of State

State of California  
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JAN 23 2006

BRUCE McPHERSON  
Secretary of State

A0639239

Conversion of a Foreign Entity into a California Stock Corporation

Articles of Incorporation  
With Statement of Conversion

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

JAN - 9 2006

I

The name of this corporation is American Ground Transportation Incorporated.

II

The purpose of the corporation is to engage in any lawful act of activity for which a corporation may be organized under the **General Corporation Law** of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

**Konstantinos Roditis**  
**971 S. Park Rim Circle**  
**Anaheim, California 92807**

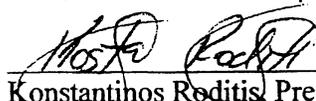
IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is **50,000**.

V

**(Statement of Conversion)**

The name of the converting entity is American Ground Transportation Incorporated; it is a Corporation formed in Nevada. [The converting entity's California Secretary of State File number is C2588531.] The foreign entity is authorized to effect the conversion by the laws under which it is formed, and it has approved a plan of conversion or other instrument to effect the conversion as required by the laws under which it is formed. The conversion has been approved by the number or percentage of applicable holders of interest of the foreign entity as is required by the laws under which it is formed.



Konstantinos Roditis, President and Director  
Of American Ground Transportation Incorporated and Incorporator



Irene Roditis, Secretary and Treasure  
Of American Ground Transportation Incorporated and Incorporator





**State of California  
Secretary of State**

**S**

**E-454632**

**FILED**

In the office of the Secretary of State  
of the State of California

**Aug - 30 2007**

**STATEMENT OF INFORMATION  
(Domestic Stock Corporation)**

**FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.**

**IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**1. CORPORATE NAME** (Please do not alter if name is preprinted.)  
C2588531  
AMERICAN GROUND TRANSPORTATION INCORPORATED  
  
2192 N. BATAVIA STREET  
ORANGE, CA 92865

This Space For Filing Use Only

**CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502.1)**

A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.

**COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)**

**2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE** CITY AND STATE ZIP CODE  
2192 N. BATAVIA STREET ORANGE, CA 92865

**3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY** CITY STATE ZIP CODE  
2192 N. BATAVIA STREET ORANGE, CA 92865

**NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)**

**4. CHIEF EXECUTIVE OFFICER/** ADDRESS CITY AND STATE ZIP CODE  
KONSTANTINOS RODITIS 2192 N. BATAVIA STREET ORANGE, CA 92865

**5. SECRETARY/** ADDRESS CITY AND STATE ZIP CODE  
KONSTANTINOS RODITIS 2192 N. BATAVIA STREET ORANGE, CA 92865

**6. CHIEF FINANCIAL OFFICER/** ADDRESS CITY AND STATE ZIP CODE  
KONSTANTINOS RODITIS 2192 N. BATAVIA STREET ORANGE, CA 92865

**NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)**

**7. NAME** ADDRESS CITY AND STATE ZIP CODE  
KONSTANTINOS RODITIS 2192 N. BATAVIA STREET ORANGE, CA 92865

**8. NAME** ADDRESS CITY AND STATE ZIP CODE

**9. NAME** ADDRESS CITY AND STATE ZIP CODE

**10. NUMBER OF VACANCIES ON THE BOARD OF DIRECTIONS, IF ANY**

**AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and item 12 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and item 12 must be left blank)**

**11. NAME OF AGENT FOR SERVICE OF PROCESS**  
WENDY DIANE WAYLAND

**12. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL** CITY STATE  
27758 SANTA MARGARITA PARKWAY, STE 291 MISSION VIEJO, CA 92691



**TYPE OF BUSINESS**

**13. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION**  
INSURANCE/LICENSING SERVICE

**14. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT**

KONSTANTINOS RODITIS CEO 08/30/2007  
TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM SIGNATURE TITLE DATE



American Ground Transportation Inc.  
Corporate Minutes

October 31, 2005

On this day, the Board of Directors for American Ground Transportation Inc. has unanimously elected the following individual(s) as corporate officers and directors.

For the position of Chief Executive Officer: **Konstantinos Roditis**

For the position of Secretary: **Konstantinos Roditis**

For the position of Chief Financial Officer: **Konstantinos Roditis**

For the position of Director: **Konstantinos Roditis**

These individual(s) will serve until October 31, 2008.



American Ground Transportation Inc.  
Corporate Minutes

October 30, 2006

On this day, the Board of Directors for American Ground Transportation Inc. has unanimously elected the following individual(s) as corporate officers and directors.

For the position of Chief Executive Officer: **Konstantinos Roditis**

For the position of Secretary: **Konstantinos Roditis**

For the position of Chief Financial Officer: **Konstantinos Roditis**

For the position of Director: **Konstantinos Roditis**

These individual(s) will serve until October 31, 2008.



American Ground Transportation Inc.  
Corporate Minutes

October 31, 2007

On this day, the Board of Directors for American Ground Transportation Inc. has unanimously elected the following individual(s) as corporate officers and directors.

For the position of Chief Executive Officer: **Konstantinos Roditis**

For the position of Secretary: **Konstantinos Roditis**

For the position of Chief Financial Officer: **Konstantinos Roditis**

For the position of Director: **Konstantinos Roditis**

These individual(s) will serve until October 31, 2008.

## **Information Pertaining to Section 35.10 (d)**

American Ground Transportation Inc. does business as (DBA) 24/7 Yellow Cab. American Ground Transportation Inc. has recently applied with the San Diego County clerk to obtain 24/7 Yellow Cab as its DBA, and is in the process of fulfilling its newspaper publication requirement. Please refer to the following pages for documents showing fictitious business name filings. 24/7 Yellow Cab currently has two different color and style schemes. First, style scheme is yellow with a blue colored roof and the lettering decal is red. The second style scheme is complete black with silver lettering. This style scheme was adopted due to high demand but some of our exclusive cliental (St. Regis Resort, Dana Point Cliff's Marriot, The Ritz-Carlton, The Montage Resort, The Island, and The Fairmont). 24/7 Yellow Cab proposes to operate in the City of Oceanside with these two style scheme if permitted by the City of Oceanside. 24/7 Yellow Cab proposes to operate some vehicles in the City of Oceanside with dual licenses; Orange County and Oceanside and some vehicles with only City of Oceanside licenses.

GREGORY J. SMITH  
RECORDER/COUNTY CLERK  
COUNTY OF SAN DIEGO  
1600 PACIFIC HIGHWAY, RM. 260  
P.O. BOX 121750 SAN DIEGO, CA 92112-1750  
(619) 237-0502

2007-009172  


MAR-09-2007

FILED  
GREGORY J. SMITH  
SAN DIEGO COUNTY CLERK  
FEES: 53.00  
EXPIRES: MAR-09-2012  
DEPUTY: CESTEVEZ

PLEASE SEND THE ENTIRE FORM

SELECTED COPIES:  
BANK (Certified)  Yes  No  
NEWSPAPER  Yes  No  
CUSTOMER  Yes  No

\$20.00 FOR FIRST BUSINESS NAME ON STATEMENT  
\$4.00 FOR EACH ADDITIONAL BUSINESS NAME  
FILED ON SAME STATEMENT AND DOING  
BUSINESS AT THE SAME LOCATION  
\$4.00 FOR EACH ADDITIONAL OWNER IN EXCESS  
OF ONE OWNER

FICTITIOUS BUSINESS NAME STATEMENT

(1) FICTITIOUS BUSINESS NAME (S)  Renewal Notification is an additional \$5.00 fee

a. twenty four seven yellow cab

b. twenty four slash seven yellow cab

(2) LOCATED AT: 2192 N. Batavia Street, Orange, CA, 92865  
(Must have Street Address of Business including City, State, and Zip--- P.O. Box not acceptable)

Mailing Address: \_\_\_\_\_ (optional)

(3) THIS BUSINESS IS CONDUCTED BY:

- A.  An Individual
- B.  Husband and Wife
- C.  A General Partnership
- D.  A Limited Partnership
- E.  Joint Venture
- F.  A Corporation
- G.  A Business Trust
- H.  Co-Partners
- I.  A Limited Liability Company
- J.  Unincorporated Association-Other than a Partnership
- K.  Other (Please Specify)

(4) THE FIRST DAY OF BUSINESS WAS: 11/8/2005 OR - IF NOT YET STARTED. CHECK HERE:

(5) THIS BUSINESS IS HEREBY REGISTERED BY THE FOLLOWING:

- #1 American Ground Transportation Incorporated  
Owner's Name or Corporation Name if incorporated  
CA  
Residence Address or give STATE if incorporated  
\_\_\_\_\_  
City State (2 digits) Zip
- #2 \_\_\_\_\_  
Owner's Name or Corporation Name if incorporated  
\_\_\_\_\_  
Residence Address or give STATE if incorporated  
\_\_\_\_\_  
City State (2 digits) Zip

I declare that all information in this statement is true and correct. (A registrant who declares as true information he or she knows to be false is guilty of a crime.)

(6)  \_\_\_\_\_  
(Signature of Registrant) Monstantinos Roditis, President  
(Print name of person signing and, if Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, SAN DIEGO RECORDER/COUNTY CLERK AS INDICATED BY FILE STAMP ABOVE.  
NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THAT TIME.  
THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE.)  
IT IS THE RESPONSIBILITY OF THE REGISTRANT TO DETERMINE THAT THE FICTITIOUS BUSINESS NAME SELECTED WILL NOT VIOLATE ANOTHER'S RIGHTS ESTABLISHED UNDER LAW.

2007-009172

MAR-09-2007

FILED  
GREGORY J. SMITH  
SAN DIEGO COUNTY CLERK  
FEES: 53.00  
EXPIRES: MAR-09-2012  
DEPUTY: CESTEVEZ

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FICTITIOUS BUSINESS NAME STATEMENT

(1) FICTITIOUS BUSINESS NAMES CONTINUED

- c. twenty four dash seven yellow cab
- d. twenty four slash seven taxi cab
- e. twenty four dash seven taxi cab
- f. twenty four slash seven taxi
- g. twenty four dash seven taxi
- h. \_\_\_\_\_
- i. \_\_\_\_\_
- j. \_\_\_\_\_
- k. \_\_\_\_\_
- l. \_\_\_\_\_
- m. \_\_\_\_\_
- n. \_\_\_\_\_
- o. \_\_\_\_\_
- p. \_\_\_\_\_
- q. \_\_\_\_\_
- r. \_\_\_\_\_
- s. \_\_\_\_\_
- t. \_\_\_\_\_
- u. \_\_\_\_\_

# SAN DIEGO COMMERCE

Mailing Address : 2652 4TH AVE 2ND FL, SAN DIEGO, CA 92103  
Telephone (619) 232-3486 / Fax (619) 232-1159  
Visit us @ WWW.DAILYJOURNAL.COM

24/7 YELLOW CAB  
2192 N. BATAVIA STREET  
ORANGE, CA - 92865

## COPY OF NOTICE

Notice Type: FNS First Filing  
Ad Description: twenty four seven yellow cab

To the right is a copy of the notice you sent to us for publication in the SAN DIEGO COMMERCE. Thank you for using our newspaper. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

03/20/2007 , 03/27/2007 , 04/03/2007 , 04/10/2007

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	\$30.00
NetTotal	\$30.00

### Daily Journal Corporation

Serving your legal advertising needs throughout California.

SAN DIEGO COMMERCE, SAN DIEGO	(619) 232-3486
BUSINESS JOURNAL, RIVERSIDE	(951) 784-0111
DAILY COMMERCE, LOS ANGELES	(213) 229-5300
LOS ANGELES DAILY JOURNAL, LOS ANGELES	(213) 229-5300
ORANGE COUNTY REPORTER, SANTA ANA	(714) 543-2027
SAN FRANCISCO DAILY JOURNAL, SAN FRANCISCO	(800) 640-4829
SAN JOSE POST-RECORD, SAN JOSE	(408) 287-4866
SONOMA COUNTY HERALD-RECORDER, SANTA ROSA	(707) 545-1166
THE DAILY RECORDER, SACRAMENTO	(916) 444-2355
THE INTER-CITY EXPRESS, OAKLAND	(510) 272-4747

SD# 1105959

#### FICTITIOUS BUSINESS NAME STATEMENT

File No. 2007-009172

Fictitious Business Name(s):  
1. twenty four seven yellow cab, 2. twenty four slash seven yellow cab, 3. twenty four dash seven yellow cab, 4. twenty four dash seven taxi cab, 5. twenty four slash seven taxi cab, 6. twenty four slash seven taxi, 7. twenty four dash seven taxi  
Located At: 2192 N. Batavia Street, Orange, CA 92865

This business is conducted by a Corporation

The first day of business was: N/A  
American Ground Transportation Incorporated, CA

I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

American Ground Transportation Incorporated

S/ Konstantinos Roditis, President/CEO  
This statement was filed with the County Clerk of San Diego County on 03/09/2007.

NOTICE-This Fictitious Name Statement expires five years from the date it was filed in the office of the County Clerk. A New Fictitious Business Name Statement must be filed before that time.

The filing of this statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under Federal, State, or common law (See Section 14411 et seq., Business and Professions Code).  
3/20, 3/27, 4/3, 4/10/07

SD-1105959#

## Receipt / Confirmation

**Daily Journal Corporation**  
 Corporate Office: 915 East 1st Street  
 Los Angeles, CA 90012  
 800-788-7840

### Print Receipt/Confirmation

Reference No:	11420						
Order No:	1105959						
Business name(s):	twenty four seven yellow cab twenty four slash seven yellow cab twenty four dash seven yellow cab twenty four dash seven taxi cab twenty four slash seven taxi cab twenty four slash seven taxi twenty four dash seven taxi						
County:	SAN DIEGO						
Customer name:	24/7 Yellow Cab 2192 N. Batavia Street Orange CA - 92865						
Notice will be published in: SAN DIEGO COMMERCE on 3/20, 3/27, 4/3, 4/10/07							
Payment Received:	<table border="1"> <thead> <tr> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Publication fee</td> <td>30.00</td> </tr> <tr> <td><b>Total Fees</b></td> <td><b>30.00</b></td> </tr> </tbody> </table>	Description	Amount	Publication fee	30.00	<b>Total Fees</b>	<b>30.00</b>
Description	Amount						
Publication fee	30.00						
<b>Total Fees</b>	<b>30.00</b>						

**FICTITIOUS BUSINESS NAME STATEMENT**  
 File No. 2007-009172  
 Fictitious Business Name(s):  
 1. twenty four seven yellow cab, 2. twenty four slash seven yellow cab, 3. twenty four dash seven yellow cab, 4. twenty four dash seven taxi cab, 5. twenty four slash seven taxi cab, 6. twenty four slash seven taxi, 7. twenty four dash seven taxi  
 Located At: 2192 N. Batavia Street, Orange, CA 92865  
 This business is conducted by a Corporation  
 The first day of business was: N/A  
 American Ground Transportation Incorporated, CA  
 I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)  
 American Ground Transportation Incorporated  
 S/ Konstantinos Roditis, President/CEO  
 This statement was filed with the County Clerk of San Diego County on 03/09/2007.  
 NOTICE-This Fictitious Name Statement expires five years from the date it was filed in the office of the County Clerk. A New Fictitious Business Name Statement must be filed before that time.  
 The filing of this statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under Federal, State, or common law (See Section 14411 et seq., Business and Professions Code).

To the right is a copy of the text of your notice that will be published in the newspaper. Please contact us at [DBAstore@dailyjournal.com](mailto:DBAstore@dailyjournal.com) if there are any changes.

**Your order is now complete.**

You can go to [DBAstore.com](http://DBAstore.com) at any time and click on Order Status to check the status of your order or reprint documents.

Thank you for using [DBAstore.com](http://DBAstore.com) and good luck in your business!

## **Information Pertaining to Section 35.10 (e).1**

24/7 Yellow Cab's has been operating taxicabs in the County of Orange since November 8, 2005. Even with such a short operational experience, 24/7 Yellow Cab's senior management has years of experience. General Manager, Irene Roditis of 24/7 Yellow Cab has seventeen years experience, which includes President/CEO of South Coast Cab. Fleet Manager, Savvas Roditis also has twenty five years experience, which includes South Coast Cab, A-Taxicab, Yellow Cab, and All Destination Shuttle. With this experience level 24/7 Yellow Cab has become Orange Counties fourth largest out of twenty companies in Orange County. From these twenty companies 24/7 Yellow Cab is the largest company by far to serve the far South Orange County Area, which makes 24/7 Yellow Cab a strong candidate to operate in the City of Oceanside. 24/7 Yellow Cab also operates with approval at the Camp Pendleton Marine Corp Base. Verification of 24/7 Yellow Cab's enrollment with Camp Pendleton's RAPIDGate program can be obtain from Kellie Bondie at the Camp Pendleton Security Office at (760)-725-0818, or by email at [kellie.bondie@usmc.mil](mailto:kellie.bondie@usmc.mil).

24/7 Yellow Cab operates twenty four hours, seven days a week, 365 days a year. Taxicab pick-up occurs in two different ways. The first is at taxicab stands. Taxicab stands are primarily at hotels. Most of our exclusive hotels have designated parking for our vehicles. The taxicab stand operates on a first come first serve basis. The taxicab drivers post in and out of the stand with the office dispatcher, in order to better serve the hotel and the surrounding residents. If the taxicab stand is in sight of the hotel entrance a member of the hotel staff will flag the first driver in line for pick-up. At this point the driver checks-out with the office dispatch and pulls to the front of the hotel. If the taxicab stand is not in sight of the hotel entrance the hotel staff will call central dispatch and the dispatcher will radio-dispatch to the first taxicab at the stand for immediate pick-up. The second form of pick-up is by radio-dispatch. When a customer or commercial account calls central dispatch the phone operator will obtain all relevant information, including drop-off location from the customer and will then transfer the information to the radio dispatcher. The radio dispatch will dispatch the closest vehicle to the pick-up location. If there are multiple vehicles in the area the order will be put up for broadcasted over the

## **Information Pertaining to Section 35.10 (e).1**

radio dispatch system. The first driver to respond to the order will be dispatched to the customer's location. The average response time from when the order is placed to pick-up is approximately five to fifteen minutes.

Currently, 24/7 Yellow Cab operates using two way radio dispatch, but by the end of 2007, 24/7 Yellow Cab will implement brand new state-of-the-art computerized GPS dispatching system.

## **Information Pertaining to Section 35.10 (e).2**

24/7 Yellow Cab is dedicated to providing the best quality service to all residents and establishments of Oceanside. Therefore, 24/7 Yellow Cab will service the entire City of Oceanside.

### **Information Pertaining to Section 35.10 (e).3**

24/7 Yellow Cab's goal when it was founded was to create a taxicab company that raised the bar and set the benchmark for excellent taxicab service. With these goals in mind 24/7 Yellow Cab has become one of the largest and fastest growing taxicab companies in Orange County. Many of 24/7 Yellow Cab's taxicab drivers have gone through The Ritz-Carlton employee training program. Once, these drivers finish this program they will teach it to fellow 24/7 Yellow Cab drivers. This program teaches 24/7 Yellow Cab drivers on proper attire and conduct while dealing with customers, as if they were employed by The Ritz-Carlton. 24/7 Yellow Cab are not just drivers for 24/7 Yellow Cab but act as ambassadors for the hotel. Taxicab drivers are usually the first and the last person to have contact with hotel guests and the impression our drivers make on the customer will not only affect 24/7 Yellow Cab, but the hotel (establishment) and the city. This philosophy of excellent service is always in place, regardless if it is a hotel, business, or residential call. 24/7 Yellow Cab takes pride in the service it provides to the public and to make sure proper conduct and clean vehicles operate at all times, 24/7 Yellow Cab has implemented supervisor taxicab drivers to monitor the drivers around the clock.

Additional 24/7 Yellow Cab rule on kind and extent of service:

1. Driver shall carry a passenger to his/her destination only by the most direct and accessible route.
2. Driver shall give a receipt for the amount charged upon the request of the person paying the fare. The receipt shall identify the driver's name, Taxicab number, Permittee name, date and time of issuance.
3. Driver shall not leave his/her Taxicab to solicit passengers.
4. Driver shall not charge fares or charges higher than those authorized in the OCTAP Regulations. Furthermore, the driver shall activate the taximeter and keep it activated at all times while carrying a fare-paying passenger.

24/7 Yellow Cab will bring this level of service to the residents and businesses of Oceanside.

## **Information Pertaining to Section 35.10 (e).4**

Declaration of rates is as follows:

	\$2.40 First 1/6 Mile
	\$0.40 Additional 1/6 Mile (\$2.40 per mile)
	\$20.00 per hour waiting time

### **Additional Regulations on Taxicab Meters:**

1. A taximeter in working order.
2. All Taximeter seals **MUST** be intact
3. Taximeter shall be placed in the Taxicab so that the reading dial showing the amount of fare to be charged shall be well lighted and easily read by the passenger.
4. A Taxicab shall be placed out of service if the taximeter is not working, the seal is broken or missing, or the authorized fare is not being charged.

Taximeter shall not charge a fare other than the authorized fare.

## **Information Pertaining to Section 35.10 (e).5**

Please refer to the following document for Proof of Insurance. Insurance is pursuant to California Vehicle Code § 16020 through 16028.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SC  
SOUT-22

DATE (MM/DD/YYYY)  
05/30/08

**PRODUCER**  
Solomon & Solomon Insurance  
Brokers  
23332 Mill Creek Dr Ste 135  
Laguna Hills CA 92653  
Phone: 949-583-0300 Fax: 949-951-9342

**INSURED**  
  
American Ground Transportation  
24/7 Yellow Cab  
P.O. Box 8249  
Anaheim CA 92812

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: **Mercury Insurance Company**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AC11080498	05/08/08	05/08/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 \*10 days notice of cancellation for non-payment of premium.

**CERTIFICATE HOLDER**

**CANCELLATION**

PROOF-1

Proof of Insurance for  
Sample purposes only,  
need Cert. Holders info.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
**Nazari & Assoc. International**

## **Information Pertaining to Section 35.10 (f)**

For vehicle number, type, model, capacity please refer to the following documents indicating 24/7 Yellow Cab's Fleet. Additional vehicles will be bought to service The City of Oceanside. 24/7 Yellow Cab will conform to any vehicle standards set forth by the City of Oceanside. On the condition of the vehicle, 24/7 Yellow Cab's must meet minimum the minimum standard set forth by the California Vehicle Code. Though 24/7 Yellow Cab prides itself on exceeding these minimum standards.

Note: All requirements contained herein are not limited to this outline as it pertains to vehicle safety and inspection standards. All taxicab inspection requirements are ultimately governed by the California Vehicle Code as it pertains to mechanical standards and public safety; thus, all taxicabs must be in full compliance with the California Vehicle Code.

### **Minimum Standards**

The minimum 24/7 Yellow Cab standards are those of the California Vehicle Code. All Taxicabs shall meet all applicable standards of the California Vehicle Code. Certain equipment must be fully functional as OEM (original equipment manufacture), as specified in this section. Taxicabs must be maintained to these standards at all times.

### **Body Condition**

No body damage, frame damage, tears or rust holes in the Taxicab body and/or loose pieces hanging from the Taxicab body are permitted. Front and rear fenders, bumpers, hood, trunk, and trim shall be securely fixed and shall be in correct alignment to the Taxicab as OEM. Body damage shall include any un-repaired dents, distortions, depressions, bulges, tears, holes, or disfigurements.

The exterior of the Taxicab shall be maintained in a clean condition and shall be free of unsightly dirt, tar, oil, and rust.

The Taxicab paint shall not be mismatched faded, blistered, cracked, chipped, peeled, or scratched.

### **Brake System**

Pursuant to California Vehicle Code § 26453.

### **Climate Control**

## **Information Pertaining to Section 35.10 (f)**

The Defroster must be operational pursuant to California Vehicle Code § 26712.

The air conditioning/heating units shall be functional at all times. The air discharged from the air conditioner interior vent system shall be continuously cool. All air conditioning temperature controls and functions shall operate as originally designed and manufactured with no knobs or components broken or missing. Systems shall operate on all OEM speeds with no excessive noise.

### **Exhaust System**

Pursuant to California Vehicle Code § 27153.

### **Fuel Tank Cap**

Pursuant to California Vehicle Code § 27155.

### **Horn**

Pursuant to California Vehicle Code § 27000.

### **Hubcaps or Wheel covers**

Hubcaps or wheel covers shall be of like style and shall be on all wheels for which hubcaps are standard equipment.

### **Interior Condition**

Passenger compartment, driver compartment, and trunk or luggage area shall be clean and free of foreign matter, offensive odors and litter.

Seat upholstery shall be clean. Interior walls, carpet and/or flooring, and ceiling shall be kept reasonably clean. No rips or tears are permitted. All repairs shall be done so as to reasonably match the existing interior.

Door handles and doors shall be intact, clean and operational. Each door shall be capable of being unlocked and opened from the interior of the Taxicab.

Dashboards shall be maintained in a manner that is clean and free of loose articles. Dashboards shall be free of: cracks, holes, and tears.

### **License Plates**

Pursuant to California Vehicle Code § 5202.

### **Lights and Lenses**

## **Information Pertaining to Section 35.10 (f)**

Headlights shall be operational on both high and low beams (California Vehicle Code § 24400).

Taillights shall be operational and the light emitted be red in color (California Vehicle Code § 24600).

Emergency flashers shall be operational (California Vehicle Code § 24252).

Reverse lights shall be operational (California Vehicle Code § 24606(a)).

Turn signal lights shall be operational (California Vehicle Code § 24951(b) (1)).

Brake lights shall be operational (California Vehicle Code § 24603(b)).

License plate light shall be operational (California Vehicle Code § 24601).

Interior lights shall be operational.

Light lenses must be OEM, intact and contain no holes or large cracks.

### **Mirrors**

Pursuant to California Vehicle Code § 26709.

### **Muffler**

Pursuant to California Vehicle Code § 27150(a).

### **Parking Brake**

Pursuant to California Vehicle Code § 26451.

### **Radio**

Taxicabs shall be equipped with a two-way radio in working order at all times.

### **Seat Belts**

Pursuant to California Vehicle Code § 27315. Additionally, Taxicab restraint system shall be maintained to OEM specifications and shall be in good working order.

### **Steering and Suspension System**

Steering and suspension system shall be in good mechanical order. (California Vehicle

## **Information Pertaining to Section 35.10 (f)**

Code § 24002(a) (b)).

### **Tires**

Pursuant to California Vehicle Code § 27465(b).

A Taxicab must have a jack, tire changing tool, and an inflated spare tire.

### **Windows**

Front and rear windshield per California Vehicle Code § 26710.

Safety glass shall be in all windows.

Windows shall be operational as originally designed.

No window tinting on windshield or front side windows per California Vehicle Code § 26708. Any tinting applied to the rear side or rear windows must be light enough to allow any passengers to be viewed from the outside.

### **Windshield Wipers**

Pursuant to California Vehicle Code § 26707.

### **Foot pedal Pads**

OEM rubber pads on all foot controls. Pads shall not be worn or deteriorated to the point that metal is showing.

<b>CAB</b>	<b>MAKE</b>	<b>PLATE</b>	<b>V.I.N</b>
700	2002 FORD	7S13887	2FAFP71W12X125777
701	2000 FORD	7Y66773	2FAFP71W3YX202206
702	2000 FORD	8L58889	2FAFP71W9YX202226
703	2004 TOYOTA	8F88194	5TDZA23C14S097850
704	1999 FORD	8B00794	2FAFP71W6XX181818
705	1999 FORD	7Y68860	2FAFP71W3XX219859
706	2002 FORD	8B16180	2FMZA52482BA60980
707	2005 FORD	8P27172	2FAFP71W35X140320
708	1999 FORD	7F06286	2FAFP71W0XX187386
709	2000 CHEVY	8H08896	2G1WF52EXY9354469
710	2003 FORD	TEMP	2FAHP71W73X194564
711	2001 FORD	8N14751	2FAFP71W01X181143
712	1998 FORD	8F85974	2FAFP71W9WX122020
713	1999 FORD	8A29048	2FAFP71W4XX181817
714	2001 FORD	TEMP	2FAFP71W01X193499
715	2000 FORD	6V91351	2FAFP7497YX198716
716	1999 FORD	TEMP	2FAFP71W4XX189397
717	2000 FORD	7K75266	2FAFP71W2YX176147
718	1999 FORD	7J75726	2FAFP71W5XX187349
720	2003 FORD	8N88551	2FAFP71W63X136436
721	2005 FORD	7W06202	2FMZA51675BA03421
722	1999 FORD	7J41931	2FAFP71W0XX198758
723	2003 FORD	8N14752	2FAFP71WX3X158617
724	2000 FORD	7H57432	2FAFP71W0YX148668
725	1999 FORD	7R21963	2FAFP71W6XX218608
726	2001 FORD	8N88552	2FAFP71W61X195208
727	1999 FORD	7N92661	2FAFP71WXXX198783
728	1999 FORD	8J90361	2FAFP71W0XX181832
730	2000 FORD	8H64120	2FAFP71W7YX163684
731	2002 FORD	8M53814	2FAFP71W52X155011
735	1999 FORD	7H70508	2FAFP71W9XX198791
737	1998 FORD	7H01359	2FAFP71W9WX180094
738	2001 FORD	8J89916	2FAFP71W71X181141
740	1999 FORD	7F73625	2FAFP71W5XX198786
745	1998 FORD	7F73623	2FAFP71WXWX163837
746	2001 FORD	8F91768	2FAFP71W71X197016
748	1998 FORD	7B58025	2FAFP71W7WX140676
749	2000 FORD	7B58026	2FAFP71W7YX104019
750	2006 TOYOTA	8F05581	5TDZA23CX6S477742
751	2006 TOYOTA	8F05580	5TDZA23C56S523087
752	2006 TOYOTA	8F05579	5TDZA23C26S474754
753	2006 TOYOTA	8F05582	5TDZA23C86S504744
754	2006 TOYOTA	8G27635	5TDZA23C46S555318
755	2006 TOYOTA	8H30377	5TDZA23C76S579418
760	1999 FORD	7M87262	2FAFP71W7XX173453
761	2003 FORD	8N14753	2FDFP70923X201443
769	1999 FORD	8C48672	2FAFP71W6XX105564

770	2000 FORD	8C70771	2FAFP71W8YX141256
773	2000 MERCURY	8P61967	2MEFM75W9YX679802
777	2001 LINC	8J89115	ILNHM35W91Y700262
786	2000 FORD	8F92597	2FAFP71W4YX156885
789	2003 FORD	8D24242	2FAHP71W03X190999
800	2000 FORD	8F10479	2FAFP71W8YX106832
801	2000 LINCOLN	8L69170	ILNHM82W7YY829034
802	2001 FORD	8L71564	2FAFP71W01X193728
888	2003 LINC	8H00699	1LNHM81W33Y649088
900	1999 FORD	7F06287	2FAFP71W3XX187365
1000	2000 FORD	7P86127	2FAFP71WXYX107013
TBD	2003 FORD	TEMP	2FAHP71W33X203275
TBD	2003 FORD	TEMP	2FAFP71W73X171275
TBD	1999 FORD	TEMP	2FALP71W6XX105712

## **Information Pertaining to Section 35.10 (g)**

American Ground Transportation Inc. assets are its vehicles as listed in Section 35.10 (g). Administrative and dispatch office assets includes but are not limited to computers, telephone equipment, radio dispatch equipment, taxicab meters, desk, chairs, and other daily use office equipment and supplies. Mechanic shop assets includes but are not limited to vehicle hoists, diagnostic computers, tire changer, tire balancer, A/C machine, brake lathe machine, spare parts (engines, transmissions, axels, brakes, tires, etc.), power tools, and hand tools. This list does not include bank accounts, lines of credit, and/or liquid assets held by American Ground Transportation Inc. Due to the constant fluctuation of these assets it is difficult to report. If the City of Oceanside needs additional information regarding these assets or other assets they can be provided at your earliest convenience.

Assets above do not reflect assets held by corporate officer(s) and/or share holder(s); due to the fact that American Ground Transportation Inc. is a corporation and is the applicant.

American Ground Transportation Inc. has no judgments. Only liabilities are insurance cost, vehicle maintenance, building rent, salaries, advertisement, phone bills, radio air time bills, and other daily operational costs.

## **Information Pertaining to Section 35.10 (h)**

The necessity and public convenience for an additional taxicab company for the City of Oceanside is as follows. Currently, the City of Oceanside has only one approved Taxicab Company. If a customer is unsatisfied with the level of service he or she gets from Yellow Cab what is that customer to do. They have no recourse because if they need a taxicab they must call Yellow Cab, because they are the only authorized company in Oceanside. Having a single cab company also affects visitors and businesses as well. If Yellow Cab is not properly servicing hotels and/or visitor venues and keeps the visitor waiting, this will have a negative effect on Oceanside's tourism and consequentially its yearly revenues. In addition if any legal action taken against Yellow Cab results in closure or bankruptcy will leave the City of Oceanside with no taxicab companies to service the city. An additional taxicab company is needed in order to prevent lack of service to the City of Oceanside and to also bring in competition, which in turn will bring better and faster service to the City of Oceanside. The following documents is a legal decision which American Ground Transportation Inc. believes has relevance on the vagueness of Section 35.10 (h), when trying to establish the existence of public convenience and necessity.

**COPY**

**CITY OF ANAHEIM  
DEC 20 2000  
CITY ATTORNEY**

COURT OF APPEAL-4TH DIST DIV 3  
**FILED**

DEC 19 2000

Deputy Clerk \_\_\_\_\_

**NOT TO BE PUBLISHED**

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT

DIVISION THREE

SOUTH COAST CAB CO., INC.,

Plaintiff and Appellant,

v.

THE CITY OF ANAHEIM et al.,

Defendants and Respondents.

G026197

(Super. Ct. No. 800359)

OPINION

Appeal from a judgment of the Superior Court of Orange County. David H. Brickner, Judge. Reversed with directions.

Cazzell & Associates and Maryann Cazzell for Plaintiff and Appellant.

Jack L. White, City Attorney, and Moses W. Johnson, IV, Deputy City Attorney, for Defendants and Respondents.

\* \* \*

## INTRODUCTION

When Savvas Roditis, owner of South Coast Cab Company, first inquired in 1991 about obtaining a permit to allow his taxi company to operate in Anaheim, one of the city's taxi code enforcement officers allegedly told him he "should just go back to Greece" and further stated that if the officer had his way, Roditis would "never operate in this city." Years later, in 1999, while the same code enforcement officer was still working for the city, the Anaheim City Council voted 3 to 2 to deny Roditis' application to operate a fleet of taxicabs in the city, on the recommendation of a report from the code enforcement staff asserting there was no "necessity" for those cabs. We now reverse the trial court's judgment refusing to issue a writ of mandate to overturn the council's decision because, in the narrow context of this case, the Anaheim ordinance which predicates the right to operate a taxi within the city is unconstitutionally vague, allowing officials unfettered discretion to bar new entrants to the Anaheim taxi market.

Moreover, as we explain below, Roditis' civil rights claims made in his complaint in addition to his request for a writ of mandate should not have been the subject of a demurrer on the ground that administrative mandate was his "exclusive" remedy. Roditis' civil rights claims were not directed at the denial of the permit as such, but at preferential treatment afforded competitors who were not subject to the arbitrary "necessity" showing.

## BACKGROUND

The hearing of the city council which was the focus of the trial court's denial of South Coast Cab's application for 117 taxicab permits took place in May 1999, but the story of this litigation begins in October 1998, when South Coast Cab filed a complaint against the city and two of its taxi code enforcement officials. The complaint alleged that in 1991, when Roditis first inquired of city code enforcement officers about obtaining city approval to operate taxicabs, one of the officers "stated unequivocally to Mr. Roditis [] that he 'should just go back to Greece", and further stated words to the

effect that 'if I [name of the code enforcement officer<sup>1</sup>] had my way, (Roditis/SCC) will never operate in this City."

The complaint then described South Coast Cab's April 1997 application for what would be, when the application was ultimately considered in July 1998, 100 taxi permits. Despite evidence of slow response times by a rival taxi company, and the fact that two thirds of that company's stops in Anaheim were being made by taxis *without* permits, the city counsel voted to deny South Coast Cab's application because "no need or necessity had been proven."<sup>2</sup>

The complaint further alleged that the two taxi companies already operating in the city (Yellow Cab and A Taxi Company) were being given preferential treatment, based on ethnic animus against Roditis by the code enforcement officers. Not only were the plaintiff's rivals not required to run the gauntlet of showing need before they obtained permits (the city practice was to allow them to obtain permits by simply asking the code enforcement officers), but they were being allowed to operate taxis in the city that did not even have permits.<sup>3</sup>

Based on those core allegations, the complaint alleged causes of action for violation of the Unruh Civil Rights Act, violation of the company's rights to procedural and substantive due process, and violation of both state (the Cartwright Act, Bus. & Prof. Code, § 16600 et seq.) and federal (the Sherman Act, 15 U.S.C. § 1, et seq.) antitrust laws, based on the idea that the city had lost its "anti-trust exemption." The theory behind the antitrust causes of action was that the preferential treatment afforded the two rival taxicab companies meant the city was no longer acting in a public role.

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<sup>1</sup> Because South Coast Cab's civil rights claims come to us on demurrer, we must assume they are true. Given that a trier of fact might yet disbelieve the allegation of ethnic bias in the complaint, it serves no good purpose to name the code enforcement officer here.

<sup>2</sup> The Anaheim Municipal Code states that the city shall issue a taxicab operator's permit if it finds that "The public convenience and necessity require the operation of the applicant's taxicab business in the City, and the applicant has a sufficient number of vehicles to adequately service the entire City." (Anaheim Municipal Code, § 4.72.040.0102.)

<sup>3</sup> This practice had been discontinued by the time of the May 1999 hearing.

A demurrer filed in November 1998 was sustained with leave to amend, Judge David R. Chaffee commenting that a petition for administrative mandate might be South Coast Cab's exclusive remedy. South Coast Cab then filed a first amended complaint in January 1999, adding a petition for administrative mandate (Code Civ. Proc., § 1094.5). The city demurred again. Prior to ruling on the demurrer, Judge Chaffee held an evaluation conference in which he again opined that South Coast Cab's exclusive remedy was in administrative mandate. In the wake of that comment, South Coast Cab dismissed all its causes of action without prejudice, except the one for administrative mandate.

The trial court once more sustained the demurrer with leave to amend, based on failure to allege "exhaustion and futility." In early April, South Coast Cab filed a second amended complaint, which was met, in mid-April, with yet another demurrer by the city.

In mid-June, the trial court again sustained the demurrer with leave to amend, which was immediately accomplished by allowing the filing of a supplemental complaint based on a *new* application for 117 taxicab permits made in April 1999. That application was denied by the city council on May 18, 1999. The supplemental complaint included an allegation that South Coast Cab had filed a request for rehearing of the May 1999 denial, and its request had been denied by the council in early June. Exhaustion and futility having been alleged, the court set a trial date for mid-July 1999, limiting the entire complaint to just the April 1999 application.

The case went to trial on July 20, 1999 before a new judge, David H. Brickner. Just before trial, South Coast Cab dismissed the individual code enforcement officers whom it had earlier named as defendants. The matter was submitted on September 22, and the court issued its ruling in early October, denying the petition. The court concluded, without elaboration, that the "operation of a taxi cab service" was not a "vested right" and therefore, under the substantial evidence test, the petition for a writ of

mandate should be denied because the record "amply support[ed] the City Council's position." In just a few days South Coast Cab filed an appeal from the "ruling," though the ruling was reiterated in a formal judgment filed in December 1999 (making the appeal, such as it was, merely premature (see Cal. Rules of Court, rule 2(c)).

#### APPEALABILITY

The dismissal without prejudice of South Coast Cab's non-administrative mandate causes of action requires a small procedural detour. In *Don Jose's Restaurant, Inc. v. Truck Ins. Exchange* (1997) 53 Cal.App.4th 115, this court held that the dismissal without prejudice of causes of action left unadjudicated after a summary adjudication was ineffective to create the one final judgment necessary for an appeal. There was a clear intention on the part of the plaintiffs to retain the dismissed causes of action for trial in the event of reversal of the judgment based on the summary adjudication. (See *id.* at p. 118.) Accordingly, we dismissed the appeal. (*Id.* at p. 119.)

The present case is different, falling into a pattern which we distinguished from that in *Don Jose's Restaurant*. In the light of Judge Chaffee's comments that South Coast Cab's exclusive remedy was administrative mandate, it is clear that the dismissal without prejudice of South Coast Cab's other causes of action was the functional equivalent of the sustaining of a demurrer to those causes of action without leave to amend. South Coast Cab's counsel was simply sparing Judge Chaffee the task of making a ruling embodying his comments.<sup>4</sup>

Where there is no doubt as to "what the judgment would have provided" as to omitted causes of action, the defect "may therefore be cured by directing the judgment to be amended to reflect the rendition" of the judgment that the court would otherwise have been given. (See *Sullivan v. Delta Air Lines, Inc.* (1997) 15 Cal.4th 288, 308.) Here, the trial court might just as well have made an order sustaining the demurrers to the

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<sup>4</sup> Probably not the "better practice," but certainly one that is understandable given the natural inclination of trial attorneys to try to stay on the good side of a judge.

non-administrative mandate causes of action without leave to amend, and then incorporated that order into its December 1999 judgment. Thus this is a case, unlike *Don Jose's Restaurant*, where "the substance of what is going on is an appeal from a final disposition of all issues between two parties," albeit without "a formal piece of paper embodying that disposition." (See *Don Jose's Restaurant, supra*, 53 Cal.App.4th at p. 117, original italics, citing *Morehart v. County of Santa Barbara* (1994) 7 Cal.4th 725, 740.)

We therefore now amend the judgment to reflect the manifest intent of the trial court. (See *Sullivan, supra*, 15 Cal.4th at p. 308; *Varjabedian v. City of Madera* (1977) 20 Cal.3d 285, 289, fn. 1.) So amended, we have a final judgment covering all causes of action between the two parties, and we may proceed to the merits of the appeal.

EXCLUSIVITY OF  
ADMINISTRATIVE MANDATE ?

The first question that naturally arises was whether the trial court was correct in ruling that South Coast Cab's "exclusive" remedy was in administrative mandate under section 1094.5 of the Code of Civil Procedure. The answer is, with the exception of the due process claims, no.

Preliminarily, we must distinguish between the traditional doctrine of exhaustion of *administrative* remedies from the doctrine of the "exclusivity" of the *judicial* remedy of administrative mandate. That distinction is aptly illustrated in *Knickerbocker v. City of Stockton* (1988) 199 Cal.App.3d 235. There, the appellate court held that *some* of the causes of action for damages brought by a police officer against a city were barred because he failed to seek administrative mandate challenging the result of a civil service commission hearing, but some were not.

In *Knickerbocker*, a police officer was first fired, then he challenged his firing in proceedings before the civil service commission. The commission found that there were proper grounds for a *demotion*, but did not find grounds for a *termination*.

After making a timely claim for damages with the city, the officer filed a complaint for damages, but did not seek administrative mandate. A general demurrer to the entire complaint was sustained without leave to amend based on the plaintiff's failure to exhaust his administrative remedies.

The appellate court reversed. In reversing, the court took pains to explain that the officer had not failed to exhaust his *administrative* remedies -- after all, he had taken every avenue the city had given him. Rather, by not using administrative mandate to challenge the quasi-judicial civil service determination, he had allowed certain *issues* to be conclusively adjudicated against him. (See *id.* at p. 245.) By not seeking administrative mandate to overturn the determination that he had been properly demoted for disciplinary reasons, he had allowed that essentially judicial determination to become final. As a matter of collateral estoppel, then, he could not claim that his *demotion* was wrongful, and therefore he had no causes of action for the wrongful deprivation of job benefits. (*Ibid.*)

On the other hand, the *Knickerbocker* court ruled that the officer's causes of action for emotional distress based on his alleged wrongful *firing* could survive the failure to seek mandate. The court noted that "nothing in the prior adjudication" prevented the adjudication of these causes of action because the civil service commission did not find "grounds to fire him." (*Id.* at p. 245.) A general demurrer was therefore improper. (*Id.* at pp. 245-246.)

The *Knickerbocker* court noted that the origins of making administrative mandate a prerequisite for other causes of action could be traced to *Westlake Community Hosp. v. Superior Court* (1976) 17 Cal.3d 465, which involved a physician's tort suit against a hospital for revoking hospital staff privileges. (See *Knickerbocker, supra*, 199 Cal.App.3d at p. 240.) The high court there held that because the tort suit was necessarily predicated on the idea that the revocation of privileges was erroneous and unjust, a suit for damages was not appropriate as long as the hospital's administrative determination

had not been set aside. (See *Westlake*, *supra*, 17 Cal.3d at p. 484.) In essence, the *Westlake* court was saying that quasi-judicial administrative decisions should be accorded the same res judicata effect as other judicial decisions. (See *ibid.*; see also *Knickerbocker*, *supra*, 199 Cal.App.3d at p. 241.)

Later cases, in discussing the res judicata and collateral estoppel effects identified in *Westlake* and *Knickerbocker*, would style administrative mandate as the "exclusive judicial remedy for reviewing administrative action." (See *Mola Development Corp. v. City of Seal Beach* (1997) 57 Cal.App.4th 405, 410, quoting *McDaniel v. Board of Education* (1996) 44 Cal.App.4th 1618, 1621, quoting *Briggs v. City of Rolling Hills Estates* (1995) 40 Cal.App.4th 637, 646, original emphasis.) By that, the courts meant that the administrative action *as such* could only be challenged in administrative mandate. They did not mean, of course, that any time a plaintiff might have causes of action in addition to administrative mandate that he or she is automatically relegated to administrative mandate exclusively.

The dispositive fact here is that the civil rights and antitrust causes of action were not based on the denials of a permit as such, but on unequal treatment. To put it another way, those causes of action would be viable even if the city council had voted to give South Coast Cab its requested permits, because those causes of action were based on South Coast Cab's being required to undergo the permit process when its competitors were not.

The due process claims, on the other hand, were necessarily predicated on the impropriety of the permit denials as such -- the right that was being denied without "due" process was the right to operate a taxicab business in the city. Therefore the demurrer was properly sustained without leave to amend as to those claims.

In sum, at least for purposes of demurrer, South Coast Cab's Unruh Act and antitrust claims in its first amended complaints were not subject to demurrer because of the absence of a completed administrative mandate proceeding, and the judgment, as we

have now amended it to reflect the trial court's intention, should not have dismissed those causes of action on that basis.

\* The parties have not briefed the merits of the Unruh Act causes of action apart from their relationship to administrative mandate. Accordingly, we express no opinion in regard to any other challenges that might be made to the merits of those causes of action, including on demurrer. Our opinion today is without prejudice to the city as to the Unruh Act causes of action except on the sole question of the exclusiveness of the mandate remedy.

\* As for the antitrust cause of action, the city makes one additional argument besides the exclusiveness of administrative mandate: That it has blanket immunity from antitrust statutes. The answer to this assertion is, not quite. Of course, South Coast Cab could not bring an antitrust challenge to the necessity requirement in Anaheim's Municipal Code. A state policy to "displace competition with regulation or monopoly public service," no matter how anticompetitive its economic effect, is exempt from antitrust challenge. (See *Fisher v. City of Berkeley* (1984) 37 Cal.3d 644, 658-659.) But the idea of a *per se* municipal exemption from antitrust laws does not stand up either. As our Supreme Court noted in *Fisher*, a court majority opinion in *City of Lafayette v. Louisiana Power & Light Co.* (1978) 435 U.S. 389 "rejected the argument that the . . . municipalities . . . were immune from antitrust scrutiny." (See *Fisher, supra*, 37 Cal.3d at p. 658.) Emphasizing the point, our high court quoted Justice Brennan's plurality opinion in *Lafayette* rejecting "the contention that municipalities, *simply by reason of their status as such*, are exempt from antitrust laws." (*Fisher, supra*, 37 Cal.3d at p. 658, emphasis added.)

Here, we need only note that South Coast Cab's antitrust challenge is *not* predicated on the anticompetitive effect of the necessity requirement set forth in the city's ordinance. The antitrust claims are predicated on the anticompetitive effect of the *custom* of the city, independent of its ordinances, of allegedly allowing existing permit holders to

obtain additional permits when potential competitors were forced to go before the city council. Beyond that, we need not comment further, or explore whatever other defenses Anaheim might have to South Coast Cab's claims under substantive antitrust doctrine.

MERITS OF THE  
ADMINISTRATIVE MANDATE ACTION

While South Coast Cab has brought several constitutional challenges to Anaheim's public convenience and necessity requirement for new taxi cab applications, we need only discuss one of them, namely that the ordinance is void for vagueness. The basic parameters of the doctrine were articulated in this oft-quoted language from *Grayned v. City of Rockford* (1972) 408 U.S. 104, 108: "It is a basic principle of due process that an enactment is void for vagueness if its prohibitions are not clearly defined. Vague laws offend several important values. First, because we assume that man is free to steer between lawful and unlawful conduct, we insist that laws give the person of ordinary intelligence a reasonable opportunity to know what is prohibited, so that he may act accordingly. Vague laws may trap the innocent by not providing fair warning. Second, if arbitrary and discriminatory enforcement is to be prevented, laws must provide explicit standards for those who apply them." (*Ibid.*)<sup>5</sup>

Interestingly enough, while the second value implicated by the vagueness doctrine -- preventing arbitrary and discriminatory enforcement -- sounds like the need for equal protection of the laws (see, e.g., *Rhode Island Medical Soc. v. Whitehouse* (D.R.I. 1999) 66 F.Supp.2d 288, 310 [vagueness undermines "public confidence that the laws are equally enforced"]), the vagueness doctrine itself is an aspect of the due process clause. (See *Grayned, supra*, 408 U.S. at p. 108.) In any event, the prevention of discriminatory treatment certainly lies at its core. Indeed, one commentator has suggested that the most

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<sup>5</sup> *Grayned* turned back a vagueness challenge to an antinoise ordinance because it was clear the ordinance "as a whole" prohibited, namely disruption of normal school activity. (See *Grayned, supra*, 408 U.S. at p. 110.)

persuasive justification for "vagueness review" is to guard against the danger of discriminatory treatment. (See John Calvin Jeffries, Jr., *Legality, Vagueness, and the Construction of Penal Statutes*, 71 Va.L. Rev. 189, 218 (1985).) The constitutional infirmity of vagueness is that "fundamentally legislative decisions" are made at the "point of enforcement rather than enactment." (*Record Head Corporation v. Sachen* (7th Cir. 1982) 682 F.2d 672, 674.)

The danger of discretion at the point of enforcement is illustrated by *Kolender v. Lawson* (1983) 461 U.S. 352, which struck down as unconstitutionally vague a California anti-vagrancy statute that allowed police officers to ask anyone on a street for "'credible and reliable' identification and to account for their presence." (*Kolender, supra*, 461 U.S. at p. 353.) The statute failed constitutional muster because it gave "full discretion" to police to determine whether a suspect had provided "'credible and reliable identification.'" (See *Kolender, supra*, 461 U.S. at p. 360.) The *Kolender* court emphasized that without "minimal guidelines," the statute allowed officers to "to pursue their personal predilections." (*Kolender, supra*, 461 U.S. at p. 358, quoting *Smith v. Goguen* (1974) 415 U.S. 566, 575.).

The theme against unfettered discretion on the part of local officials to *define* terms of an ordinance at the point of enforcement is also illustrated in the United States Supreme Court's latest foray into the vagueness doctrine, *City of Chicago v. Morales* (1999) 527 U.S. 41. *Morales* struck down an Illinois anti-gang loitering ordinance because it gave police "absolute discretion" (as the Illinois Supreme Court had interpreted that state's law) to "determine what activities constitute loitering." (*Id.* at p. 61.)

While economic regulations, as such, are subject to a lesser standard of scrutiny under the vagueness doctrine (see *Village of Hoffman Estates v. Flipside, Hoffman Estates, Inc.* (1981) 455 U.S. 489, 498-499 ["economic regulation is subject to a less strict vagueness test"], the doctrine still applies to them. (See *id.* at p. 495, fn. 7

[economic regulations will not pass vagueness test when "no standard is specified at all"].) Moreover, just because an ordinance appears to regulate some aspect of economic behavior does not necessarily mean it is an economic, as distinct from a penal, regulation. Some seemingly economic regulations will be treated as penal laws when they operate not as regulations, but as flat bans on behavior.

The point illustrated in the contrast between *Village of Hoffman Estates*, *supra*, 455 U.S. 489 and a case decided soon thereafter, *Record Head Corporation v. Sachen*, *supra*, 682 F.2d 672, both of which involved local anti-drug paraphernalia ordinances. In *Village of Hoffman Estates*, the ordinance at issue merely required a shopkeeper to obtain a license if the shop sold items "designed or marketed for use with illegal cannabis or drugs." (*Village of Hoffman Estates*, *supra*, 455 U.S. at p. 491.) The ordinance was not unconstitutionally vague because the phrase "designed for use" was sufficiently clear in context. (See *id.* at p. 501.) On the other hand, the ordinance in *Record Head Corporation* did not merely regulate the behavior of ongoing businesses by requiring a license, but contained a flat ban on sales of drug-related "instruments." The court distinguished the licensing regime in *Village of Hoffman Estates* from the flat ban before it, and treated the ordinance as a criminal statute (see 682 F.2d at pp. 675-676). So treated, the *Record Head Corporation* court found the ordinance unconstitutionally vague, largely because the definitional factors bearing on whether an item was "intended for use" with an illegal drug were too subjective, and therefore left to the arresting or prosecuting authorities the job of determining, "without legislative guidance," what the prohibited offense was. (*Id.* at p. 678; see also pp. 676-677.)

But regardless of whether an ordinance is economic or penal, however, the vagueness doctrine is highly contextual and fact-specific. The doctrine cannot be "mechanically applied." (*Village of Hoffman*, *supra*, 455 U.S. at p. 498.) It is "inherently fact-based." (*Rhode Island Medical Soc. v. Whitehouse*, *supra*, 66 F.Supp.2d 288 at p. 310). By the same token, like the analogous problem of ambiguity in contracts,

vagueness does not exist in the abstract. (Cf. *Bank of the West v. Superior Court* (1992) 2 Cal.4th 1254, 1265 [contractual ambiguity does not exist in a vacuum].) Just like insurance contracts that require interpretation in context, so vagueness is not merely a question of abstract philology (cf. *ibid.*), but arises "as applied." (See *Village of Hoffman, supra*, 455 U.S. at p. 500 [statute was "sufficiently clear as applied"].) Thus an ordinance need not be vague in all possible applications to fail the vagueness test in a specific context. (*Kolender v. Lawson, supra*, 461 U.S. 352, 358, fn. 8 [rejecting dissent's position that vagueness doctrine requires vagueness in all possible applications].)

Like the vagueness doctrine itself, the jurisprudence bearing on the phrase "public convenience and necessity" has also been contextual and fact-specific. The United States Supreme Court has made it clear that a convenience and necessity standard is to be "interpreted by its context." (See *Fahey v. Mallonee* (1947) 332 U.S. 245, 253 [otherwise vague delegation to regulate banks was "sufficiently explicit, against the background of custom, to be adequate"].)

The contextual and fact-specific nature of the words public convenience and necessity was emphasized in an early FCC (then the FRC) case involving a dispute over radio frequencies. Noting that the FCC was "required to act 'as public convenience, interest or necessity requires,'" the United States Supreme Court observed, "[t]he requirement is to be interpreted by its context," and other factors specific to the nature of the regulated activity. (*Federal Radio Commission v. Nelson Bros. Bond & Mortgage Co.* (1933) 289 U.S. 266, 285.)

In the context of the present case, we may begin by noting what the federal appellate court for the D.C. Circuit once observed in passing in an Interstate Commerce Commission case: namely, that the words "public convenience" and "necessity" are vague. (See *Association of American Railroads v. I.C.C.* (D.C. Cir. 1988) 846 F.2d 1465, 1467.) Of course, as we have just gone to some length to demonstrate, the vagueness does not arise in the abstract; and indeed reference to "other definable sources" will

allow an otherwise vague ordinance to survive a void-for-vagueness due process challenge. (*People v. Lewis* (1983) 148 Cal.App.3d 614, 617, quoting *American Civil Liberties Union v. Board of Education* (1963) 59 Cal.2d 203, 218.)

Here, however, the regulatory scheme accompanying Anaheim's "public convenience and necessity" requirement for new taxi permits underscores, rather than cures, the vagueness of the word "necessity" as the ordinance is applied here. The "convenience" requirement might perhaps be understood by reference to objective criteria bearing on consumer service, such as requirements for a certain amount of insurance, radio dispatch capacity, and having enough taxis to service all areas of a geographically large city (to avoid the problem of having all the taxis in the city bunched up in the Disneyland area). (See *Village of Hoffman Estates, supra*, 455 U.S. at p. 504 [a government entity "may adopt administrative regulations that will sufficiently narrow potentially vague or arbitrary interpretations of the ordinance"].)

But the "necessity" requirement in the context of this case is hopelessly procrustean and manipulable by local officials "at the point of enforcement," i.e., by the city council on an ad hoc basis. Thus we need not decide in this case whether that requirement -- given the city's flat ban on operating a taxi without a permit obtained by an affirmative showing of need -- is economic or penal; the absence of *any* specified standard means that the ordinance is unconstitutionally vague. (See *Village of Hoffman Estates, supra*, 455 U.S. at p. 495, fn. 7 [an economic regulation will be void for vagueness when "no standard conduct is specified at all"].)

"Need" in the context of the demand for taxi services in a city like Anaheim with a core entertainment district and outlying suburbs is a standard that virtually invites arbitrary and selective enforcement. Unlike the demand for *emergency* ambulance services (e.g., *Bell v. City of Mountain View* (1977) 66 Cal.App.3d 332; *Subriar v. City of Bakersfield* (1976) 59 Cal.App.3d 175), the demand for taxis in a city like Anaheim is relatively elastic. How many trips from bars and restaurants to private residences

(particularly when the consumer may have had a little too much to drink) would be made but are not now because the lack of competition has meant slower response times or higher rates than would otherwise be the case? How many trips to the airport are now being made by shuttle services (often with minimum pickup requirements) that would be made by taxis if rates were lower because there was more competition?<sup>6</sup> Without any objective verifiable standards to ascertain need (we cannot infer that just because some businesses in the city think existing service is "adequate" that *demand* for more taxi service would not be greater if there were more competition)<sup>7</sup> any newcomer's application is inherently susceptible to rejection at will.

One of the reasons economic regulations undergo a lesser standard of vagueness scrutiny than penal ordinances is that a regulated enterprise will presumably "have the ability to clarify the meaning of the regulation by its own inquiry, or by resort to an administrative process." (*Village of Hoffman Estates, supra*, 455 U.S. at p. 498; *National Paint & Coatings Assn. v. City of Chicago* (N.D. Ill. 1992) 803 F.Supp. 135, 148.) Here, however, there was nothing South Coast Cab could do to pin down the city as to what might constitute existing "need."<sup>8</sup>

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<sup>6</sup> Increased competition might prompt cab companies to compete with each other in ways other than rates, e.g., amenities, pick-up times, or even just spiffier service.

<sup>7</sup> One of the issues that we do not reach is whether substantial evidence supported the city council's determination, a hopeless task in any event given the vagueness of what "need" is. That said, it is clear that the overwhelming weight of the evidence is that there are a lot of businesses and consumers in Anaheim who were not happy with existing taxi service in the city when South Coast Cab made its last application. Here is what the city staff, who recommended *against* South Coast Cab's application, found:

-- 33 percent of Anaheim businesses said "[t]here are usually not enough taxicabs" in Anaheim, and another 12 percent said that there are "usually enough" taxicabs *except* during conventions. Only *three percent* said that there are usually "more than enough" taxicabs in the city.

-- A "majority" of Anaheim businesses reported that actual taxicab response time in the city was longer than what they preferred.

-- A third of those surveyed said that between 10 and 25 percent of the time a taxicab was not available within "the desired response time."

A private consultant who testified for South Coast Cab presented evidence that 71 percent of the city's chamber of commerce members wanted more cabs.

<sup>8</sup> *Yellow Cab Co. v. City of Chicago* (Ill. 1947) 71 N.E.2d 652, though it did not involve a vagueness challenge to a public convenience and necessity standard, does illustrate just how manipulable such a standard is. The case centered on a challenge by two existing operators to the cancellation of some of their licenses because they couldn't keep enough of their taxis in service, World War II having made it difficult to get spare parts.

*Subriar v. City of Bakersfield, supra*, 59 Cal.App.3d 175, the case relied on by the city to withstand the vagueness challenge, is unpersuasive. *Subriar* never really satisfactorily confronted the vagueness issue. *Subriar* involved an application to operate an ambulance service in the City of Bakersfield. The applicant made no attempt to provide any information "to show that public convenience and necessity required the issuance of a certificate" of operation, choosing to make a facial attack on the ordinance. (*Id.* at p. 180.) The trial court held the local ordinance unconstitutional, but the appellate court reversed. While pages 202 through 206 of the opinion in the official reporter purport to discuss the problem of vagueness (under the question of whether the lack of "standards or criteria for the determination of what constitutes 'public convenience and necessity,'" see *id.* at p. 202), the court never really confronted the problem of vagueness as such. The court simply *presumed* that local authorities would not act arbitrarily. (See *id.* at p. 205.)

The *Subriar* court's reasoning is not persuasive in the context of a vagueness challenge, because the whole point of the vagueness doctrine, as made clear by the United States Supreme Court authorities we have discussed above,<sup>9</sup> is to avoid a situation where local authorities *can* act arbitrarily.

The closest the *Subriar* court came to confronting the fact that a vague law allows unequal treatment at the point of enforcement was to allude to the "deplorable conditions" that existed prior to the enactment of the city's ambulance ordinance, and say "[s]ufficient standards are inherent in the reasons leading to the adoption of the ordinance. This purpose supplies standards which the city manager must observe in granting or denying the permits." (*Id.* at p. 205.) That justification also fails because the "deplorable

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The opinion observed in passing that the city's regulatory authorities could at one point consider the "public convenience and necessity" to be served by *eliminating* taxis and at another point served by increasing them. (See *id.* at pp. 654-655)

<sup>9</sup> The *Subriar* court either ignored or was oblivious to any of the vagueness case law from the United States Supreme Court. (See *Subriar, supra*, 59 Cal.App.3d at pp. 202-206.)

conditions" to which the court referred -- "unsafe, unsanitary, or otherwise inadequate" ambulance service -- only bore on the "public convenience" prong of the ordinance, and did nothing to curtail the ability of local officials to arbitrarily discriminate because of the lack of definition in the "necessity" prong. It is one thing to require a regulated business to demonstrate certain definable attributes that bear on customer *service* (like numbers of vehicles, proper condition of vehicles, minimum equipment requirements, dispatch capacity and so forth), quite another to peg market entry on what some official thinks ever-changing local "needs" are.

*Subriar* is also factually inapposite because of basic differences between the taxi and ambulance markets. Ambulance services provide both emergency and nonemergency services. As it turns out, *non*emergency ambulance services tend to be more profitable than emergency services (see *Gold Cross Ambulance and Transfer v. City of Kansas City* (8th Cir. 1983) 705 F.2d 1005, 1009), and there is a real danger that unless emergency ambulance services are provided on a public utility model that *guarantees* them, there will be some rather horrendous results. Of all the services in the world, *emergency* ambulance services are perhaps the most inelastic in terms of demand or a consumer's ability to go into the marketplace for substitutes: When you are in danger of bleeding to death after an auto accident it is vital that there be at least one ambulance service that has dedicated vehicles to get you to the nearest hospital or emergency room and you are in no position to shop around. It is thus possible to say, *in the ambulance context*, that a city's ambulance "needs" are being met if there is *at least one* guaranteed provider who can respond within acceptable time parameters. (Cf. *ibid.*)

The same cannot be said in the relatively elastic taxi market. Unlike emergency ambulance services, consumers have a number of alternatives to taxis -- rented cars, shuttles, public buses, limousines, and even walking. Demand for taxi services varies with price and quality of service.

DISPOSITION

We first amend the judgment to include the trial court's implied dismissals of the first five causes of action brought by South Coast Cab in its first amended complaint, that is, the Unruh Act, due process, and antitrust causes of action. As amended, we reverse the amended judgment as to the Unruh Act, antitrust, and administrative mandate causes of action, but affirm it as to the due process cause of action. The Unruh Act and antitrust causes of action set forth in the first amended complaint are once again viable.<sup>10</sup>

As to the administrative mandate cause of action set forth in the second amended complaint, we not only reverse the judgment, but order the trial court to enter a new judgment in favor of South Coast Cab, i.e., directing the city to issue the permits applied for in the April 1999 application. South Coast Cab will recover its costs on appeal.

SILLS, P. J.

WE CONCUR:

CROSBY, J.

O'LEARY, J.

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<sup>10</sup> For housekeeping purposes, South Coast Cab should be allowed to file a third amended complaint setting forth those causes of action, so that whoever is assigned the case can deal with just document at the top of the file, rather than having to refer back to the first amended complaint.

## **Information Pertaining to Section 35.17 (a)**

American Ground Transportation Inc. DBA 24/7 Yellow Cab is requesting to be authorized for sixty-four permits. Due to the fact that Yellow Cab is currently authorized for sixty-four permits, 24/7 Yellow Cab believes two companies having the equal amount of authorized permits is the correct course of action. If both companies have an equal amount of authorized permits, it will eliminate bias or favoritism towards one company over the other. Having a level playing field will allow greater competition between the two companies thereby raising the bar for service in the City of Oceanside.



# BUSINESS LICENSE APPLICATION CITY OF OCEANSIDE

300 N. COAST HIGHWAY  
OCEANSIDE, CA 92054  
760-435-3878

Please make checks payable to City of Oceanside.  
INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.

PLEASE INDICATE:	
<input checked="" type="checkbox"/>	New Business
<input type="checkbox"/>	Change of Owners
<input type="checkbox"/>	Change of Address
<input type="checkbox"/>	Change of Business Name
<input type="checkbox"/>	Add/Change Business Description
<input type="checkbox"/>	Home Occupation
<input type="checkbox"/>	No Longer in Business

## BUSINESS INFORMATION License # 10-05234

<b>MAILING ADDRESS:</b>		<b>BUSINESS LOCATION:</b>	
Business Name <u>24/7 Yellow Cab</u>	Bus. Addr. <u>2192 N. Batavia St.</u>	NUMBER <u>2192</u>	STREET <u>N. Batavia St.</u>
In care of <u>Konstantinos Roditis</u>		CITY <u>Orange</u>	STATE <u>CA</u> ZIP <u>92865</u>
Mail Address		Bus. Phone <u>888-247-8294</u>	
<u>2192 N. Batavia St.</u>		Corporation: <u>American Ground</u>	
NUMBER <u>2192</u> STREET <u>N. Batavia St.</u> SUITE NO. _____		Corp. Name <u>Transportation, Inc.</u> Phone # <u>949-922-5774</u>	
<u>Orange</u> CITY STATE <u>CA</u> ZIP <u>92865</u>			
City Start Date _____ State ID _____ Health Permit _____ <input type="checkbox"/> Sole Prop.			
Hrs. of Operation <u>24 hrs.</u> Fed ID <u>20-3021628</u> ABC License # _____ <input type="checkbox"/> Partnership			
# of Employees _____ Seller's Permit _____ Contractor #/Class _____ <input checked="" type="checkbox"/> Corporation			
Business From Vehicle License Plate #'s: _____			

Business activity must be described in detail: Transportation for hire in the form of a taxicab. City start date and # of employees depends on the decision of the city council. Vehicle list is provided in application package.

## OWNERSHIP INFORMATION

Owner/Pres. <u>Roditis Konstantinos</u>	Owner/Pres. _____
LAST <u>Roditis</u> FIRST <u>Konstantinos</u> MI _____	LAST _____ FIRST _____ MI _____
Home Addr. <u>2192 N. Batavia St</u>	Home Addr. _____
NUMBER <u>2192</u> STREET <u>N. Batavia St</u> SUITE NO. _____	NUMBER _____ STREET _____ SUITE NO. _____
<u>Orange</u> CITY STATE <u>CA</u> ZIP <u>92865</u>	CITY _____ STATE _____ ZIP _____
Home Ph. # <u>949 922-5774</u> SSN _____	Home Ph. # (____) _____ SSN _____
Birth Date <u>12/10/79</u> Driver's License # _____	Birth Date _____ Driver's License # _____
Issuing State <u>CA</u>	Issuing State _____

**Fees and Charges: Administrative Fee** \_\_\_\_\_

## DECLARATIONS

I certify that in the performance of any business activities for which this license is issued, I shall not employ a person in any manner so to become subject to the Worker's Compensation laws of California. If I should become subject to the Worker's Compensation laws I shall forthwith comply with the provisions of section 3700 of the labor code. I further declare under penalty of perjury under the laws of California that the above information is true and correct to the best of my knowledge.

President / CEO Konstantinos Roditis 04/04/07  
TITLE SIGNATURE DATE



# CITY OF OCEANSIDE

Financial Services Department  
Revenue Division

April 25, 2007

Konstantinos Roditis and/or  
Irene Roditis  
2192 N Batavia  
Orange, CA 92865

Re: Taxicab Operator Petition/Application

Dear Mr. Roditis:

This letter is in response to your application to operate a taxicab company in the City of Oceanside. Upon review of your application, the following items warrant additional follow up and/or clarification:

Section 35.9 – Verification: Attached please find an approved verification form. This form must be executed (signed and notarized) and added to your application packet to satisfy the requirements of this section.

Section 35.10 (b) – The principal place of business is listed as outside of the City of Oceanside. Please note that City planning and zoning regulations would apply if your company were to have a physical presence within the City limits.

Section 35.10 (d) – You indicated a fictitious business statement was filed with the County of San Diego. Please provide verification that the statement was approved as presented in the application.

Section 35.10 (e) (1) – Please elaborate on operations regarding dispatch. The franchise agreement requires that the company provides quarterly reports on response times. Please describe the method that will be used to track and report response times. Also, please describe the mechanisms that will be in place to ensure all service calls are responded to by a driver.

Section 35.10 (e) (6) – Copies of any lease or subcontract agreements were not included. Please submit copies of all lease or subcontract agreements.

Section 35.10 (f) – Vehicles will be inspected and permitted individually upon Council approval of your application pursuant to the Municipal Code and the Franchise agreement requirements. Please note that some vehicles listed in your fleet exceed the vehicle age requirements in the Franchise Agreement and will not be permitted.

Section 35.10 (g) – The City is requesting a copy of the company's profit and loss statement to meet this requirement. Please indicate if the statement you will be submitting has been audited.

Section 35.17 (a) – In the past, companies have phased in vehicles over time based on demand and other company considerations. Please outline your plan for obtaining permits including the number of initial permits you intend to request as well as estimated dates and number of permits to be requested over the life of the franchise agreement.

In an effort to schedule a public hearing item at a City Council meeting in July, please submit the requested information by May 11, 2007. If you have any questions or concerns, please feel free to contact me at (760) 435-3887.

Thank you,



Sheri Brown  
Revenue & Business Activity Manager



**Section 35.9** Verification for petition has been signed and notarized and is now included in the application package.

**Section 35.10 (b)** 24/7 Yellow Cab plans on having a physical location in the City of Oceanside in the future and 24/7 Yellow Cab understands that all planning and zoning regulations will apply for any physical location 24/7 Yellow Cab has in the City of Oceanside.

**Section 35.10 (d)** I have highlighted the upper right hand corner of documents labeled (2007-009172) showing that on March 09, 2007 that American Ground Transportation Inc. fictitious business name statement for 24/7 Yellow Cab was filed and accepted by Gregory J. Smith, Recorder/County Clerk. The following document in this supplemental application package is proof of publication with the San Diego Commerce Newspaper.

**Section 35.10 (e) (1)** With the computerized dispatch the response time is automatically logged for every call and an electronic record is available for quarterly reports.

To address the concern that all service calls are picked up, central dispatch informs customers of an ETA to service call pick up. If the customer agrees on the ETA we will then inform the driver to proceed to pick up location. Currently we do not have any problems with not servicing our service calls. Many times other companies call us to help service calls they cannot service. By using GPS computerized dispatch we can track the vehicles location insuring that all service calls are serviced in a timely manner. Providing fast and excellent service is why 24-7 Yellow Cab is one of the largest and fastest growing taxicab companies in South Orange County.

**Section 35.10 (e) (6)** A copy of our driver's lease agreement is provided in this package.

**Section 35.10 (f)** 24/7 Yellow Cab is aware for any vehicle to operate under the Franchise Agreement it must first meet all vehicle standards set forth by the Franchise Agreement. This includes but is not limited to vehicle age and vehicle inspection requirements.

**Section 35.10 (g)** Included in this package is 24/7 Yellow Cab's assets and liabilities. As of 12/10/07, 24/7 Yellow Cab has \$452,157.81 of liquid assets available; documentation from Washington Mutual shows current liquid assets. Non-liquid assets are valued at approximately \$350,000.00, this includes office computes, equipment vehicles, dispatch equipment, and repair shop equipment. 24/7 Yellow Cabs only liability is six non-liquid asset items. 24/7 Yellow Cab has financed six 2006 Toyota Sienna. The total pay off demand for these six vehicles as on 12/10/07 is \$79,069.19. The current suggested retail value of these vehicles as of 12/10/07 is \$99,240.00. Therefore, 24/7 Yellow Cab has a positive asset value of \$20,170.81 on these six Toyota Sienna Vans. 24/7 Yellow Cab is not taking liabilities into account which are considered necessary operating costs (payroll, rent, repairs, insurance, licensing fees, etc.) 24/7 Yellow Cab's total approximate assets as of 12/10/07 is \$822,328.62.

In 2005 24/7 Yellow Cab's gross receipts were \$150,564 with assets valued at \$4,279.00. In 2006 24/7 Yellow Cab's gross receipts were \$798,952 with assets valued at \$228,329. Projects figures for 2007 are as follows, gross receipts of approximately \$ 1.3 million, with assets (not including liquid assets) of \$350,000.

**Section 35.17 (a)** Once 24/7 Yellow Cab is approved under the franchise agreement we will start implementing vehicles starting within the first thirty days of approval. Within ninety days of approval we estimate approximately five to ten licensed taxicabs in Oceanside. We estimate by the end of the first year of operation in the City of Oceanside, 24/7 Yellow Cab will be operating approximately thirty seven taxicabs. Then by the end

of the second year of operation we should have all sixty four permits we are requesting on the road and operating in the City of Oceanside.

**VERIFICATION FOR PETITION**  
**FOR A TAXICAB FRANCHISE AGREEMENT**  
**IN THE CITY OF OCEANSIDE**

I, Konstantinos Roditis declare as follows:

1. I am the President/CEO of American Ground Transportation Inc., a California stock corporation. The principal place of business for American Ground Transportation Inc. is located in the City of Orange at 2192 N. Batavia Street. The cross streets for this location are N. Batavia and Lincoln Avenue
2. American Ground Transportation Inc. has submitted a petition/application for a franchise agreement to operate a taxicab company in the City of Oceanside. The petition consists of information required by Oceanside Municipal Code.
3. I declare under penalty of perjury under the laws of the State of California that the foregoing information provided for the petition, including the above referenced documents on file with the City of Oceanside, is true and correct of my own personal knowledge.

Executed this 12 day of December, 2007 at Orange, California

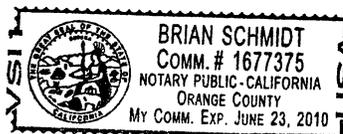
*Konstantinos Roditis*



State California  
County of Orange  
Subscribed and sworn (or affirmed) before me on this  
12th day of December, 2007 by  
Konstantinos Roditis

Personally known to me  
 Proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.

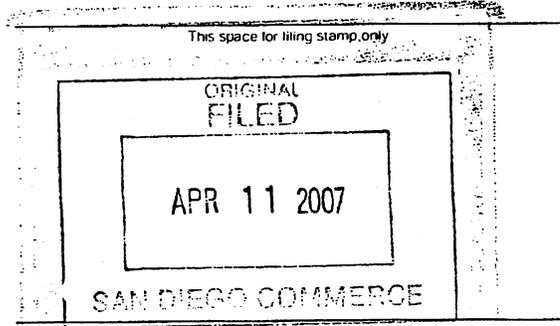
Brian Schmidt  
Name of Notary  
Brian Schmidt



**SAN DIEGO COMMERCE**

2652 4TH AVE 2ND FL, SAN DIEGO, CA 92103  
Telephone (619) 232-3486 / Fax (619) 232-1159

24/7 YELLOW CAB  
2192 N. BATAVIA STREET  
ORANGE, CA - 92865



SD#: 1105959

**FICTITIOUS BUSINESS NAME STATEMENT**

File No. 2007-009172

Fictitious Business Name(s):  
1. twenty four seven yellow cab, 2. twenty four slash seven yellow cab, 3. twenty four dash seven yellow cab, 4. twenty four dash seven taxi cab, 5. twenty four slash seven taxi cab, 6. twenty four slash seven taxi, 7. twenty four dash seven taxi  
Located At: 2192 N. Batavia Street, Orange, CA 92865

This business is conducted by a Corporation

The first day of business was: N/A  
American Ground Transportation Incorporated, CA

I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

American Ground Transportation Incorporated

S/ Konstantinos Roditis, President/CEO  
This statement was filed with the County Clerk of San Diego County on 03/09/2007.

NOTICE-This Fictitious Name Statement expires five years from the date it was filed in the office of the County Clerk. A New Fictitious Business Name Statement must be filed before that time.

The filing of this statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under Federal, State, or common law (See Section 14411 et seq., Business and Professions Code).  
3/20, 3/27, 4/3, 4/10/07

SD-1105959#

**PROOF OF PUBLICATION**

(2015.5 C.C.P.)

State of California )  
County of SAN DIEGO ) ss

Notice Type: FNS - FIRST FILING

Ad Description: twenty four seven yellow cab

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN DIEGO COMMERCE, a newspaper published in the English language in the city of SAN DIEGO, county of SAN DIEGO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN DIEGO, State of California, under date 12/13/1991, Case No. 631749. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

03/20/2007, 03/27/2007, 04/03/2007, 04/10/2007

Executed on: 04/10/2007  
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

**TAXICAB LEASE AND SERVICE AGREEMENT**

This Agreement, effective on the date of last signature, is between **American Ground Transportation, Inc.**, a California Corporation, with local office at 2192 N Batavia ST, Orange, CA 92865, ("Lessor" or "AGT") and the following ("Driver") also called the Party or Parties:

\_\_\_\_\_ ["Driver"], Taxpayer ID # \_\_\_\_\_  
at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ [address] ("Driver").

This Agreement is for the lease of the vehicles described in the attached Schedule "A", and services provided by Lessor to facilitate Driver's independent taxicab business. This Agreement includes the Taxicab Lease and Service Agreement, Schedule "A", and the Hold Harmless Waiver and Release, all of which are incorporated into and made part of this Agreement by this reference. The term "Vehicle" or "Vehicles" in this Agreement refers to the vehicles listed on Schedule "A."

**BACKGROUND**

WHEREAS: Driver is an independent business owner who wants to conduct a taxicab business under their own direction and control; and

WHEREAS: Lessor is in the business of providing vehicles for use as taxicabs, and of providing business services to taxicab drivers consisting of obtaining municipal taxicab operation permits, advertising, and agreements or franchises for taxicab service, and good will in the trade name "24/7 Yellow Cab" all of which would be more expensive or difficult for the Driver to obtain individually;

THEREFORE: the parties agree as follows:

**AGREEMENT**

1. Term: The lease term for each Vehicle under this Agreement begins upon the In Service date listed in Schedule "A" to this Agreement and continues until expiration of the Lease Term.
2. Payments: During the Term of the Lease, Driver will make Payments in advance no less than every twenty-eight (28) days commencing \_\_\_\_\_, 20\_\_\_\_, and continuing to the end of the Lease Term.
  - \$ \_\_\_\_\_ Total amount of Lease [monthly payment x number of months in Lease Term]
  - \$ \_\_\_\_\_ Amount of first lease payment
  - \$ \_\_\_\_\_ Monthly lease payment
  - \_\_\_\_\_ Days of use of Vehicle in each payment period

Driver is liable for entire advance payment even if they have made separate arrangements with DDCCS, Inc. for weekly installments. Driver may pay the lease in full at any time before the end of the Lease without penalty. Driver will owe interest on late payments at the rate of eighteen percent per year or the maximum permitted by law, whichever is less, unless Driver has a separate installment agreement with DDCCS, Inc.

3. Automotive and Business Services:
  - a. Automobile Service. Except as otherwise provided, Lessor will furnish each Vehicle with the following:
    - (i) All repairs including parts and labor, preventive maintenance, inspections and road service;
    - (ii) All necessary tires, antifreeze, oil and lubricants; and
    - (iii) Painting and lettering.

b. Scheduled Services. Driver agrees to take the Vehicle to Lessor's facility when Lessor notifies them that routine service is required. Lessor will not provide substitute Vehicles during scheduled service.

c. Unauthorized Repairs. Driver will promptly report all mechanical or operating problems with the Vehicle. Driver, its drivers, agents and employees will not attempt to make any repairs or alterations to the Vehicle, and Driver will be responsible for any damages resulting from any such unauthorized action.

d. Substitution. Unless otherwise stated on Schedule "A," if any Vehicle is mechanically disabled, Lessor will, at no additional charge and within a reasonable time after notice from Driver, substitute a reasonably comparable vehicle. Lessor will notify Driver when the Vehicle is repaired and Driver will promptly return the substitute vehicle. If the Vehicle is disabled due to physical damage, collision, fire, comprehensive damage, theft of Vehicle or Vehicle parts, Lessor will supply an extra vehicle at the same cost to Driver as provided in Paragraph 2.

e. Other. Driver will be responsible for all costs related to:

- (i) damage to Vehicle tires, other than normal wear and tear;
- (ii) damage due to operation of a Vehicle off a paved road;
- (iii) damage to Vehicle resulting from Driver's failure to check and maintain adequate fluid and lubricant levels.
- (iv) any damage to Vehicle body including interior.

f. Business Services. Lessor will provide permits, licenses, franchises, advertising, business cards, and other business services within Lessor's discretion to assist Driver in their taxicab business.

4. Extra Vehicles: the parties may amend this Agreement in writing to add additional Vehicles by executing a revised Schedule "A". The charge for an additional similar Vehicle will be the same as in Paragraph 2. The charge for dissimilar Vehicles will be at a rate agreed upon by Lessor and Driver.

5. Insurance: Lessor will maintain third party liability insurance on the Vehicle during the term of the lease. **The insurance provided only covers the Schedule "A" vehicles, and does not include medical insurance coverage for the Driver. Insurance also does not include property damage, collision or comprehensive insurance on the Schedule "A" vehicle.**

- \$2,500 Deductible
- \$500 Deductible
- No Deductible – all liability covered by insurance
- Driver waives any liability insurance – Initials \_\_\_\_\_**

In addition, if Driver has employees or agents, Driver will carry workers' compensation and employer's liability insurance as required by law at all times during the term of the Agreement. In the event the Driver fails to carry such insurance it shall indemnify and hold harmless Lessor, its agents and employees from and against any damages, claims, and expenses arising out of or resulting from work conducted by Driver and Driver's agents or employees.

**Driver is responsible for all damage to the car, or its full value, whichever is less.** Driver may obtain collision/comprehensive insurance for the vehicle at their own expense.

6. Registration, Permits and Taxes:

a. Registration. Lessor will maintain valid current California State registration for the Vehicle.

b. Taxicab Operation Permits: Lessor will obtain and maintain valid taxicab operation permits for the Vehicle within the areas of operation.

d. Other Taxes. Driver will be responsible for (i) any special licenses, permits or taxes which are not provided for above and which may be required by the business of Driver, including but not limited to occupational license fees, local business licenses, use fees, highway or bridge tolls, sales or privilege taxes, and gross receipt taxes; and (ii) any additional licenses, permits or taxes required for operation of interim or extra Vehicles.

f. Liens. If Lessor pays any fines, assessments or liens against a Vehicle that Driver was responsible for under this Agreement, Driver will reimburse Lessor for any such payments within three days of Notice from Lessor.

7. Use of Vehicles:

a. Purposes. Driver may use and operate the Vehicle for any purpose, business or personal.

b. Operation and Drivers. Only the Driver may operate the Vehicle except upon written agreement by Lessor. Driver's obligations under this Agreement are the same no matter who is driving the Vehicle.

**8. Independent Contractor/Business Owner.** Nothing contained in this Agreement or any document executed in connection with this Agreement, shall be construed to create an employer-employee partnership or joint venture relationship between the Lessor and Driver. Driver is an independent business owner or contractor and not an employee of the Lessor or any of its subsidiaries or affiliates. It is understood that the Lessor will not withhold any amounts for payment of taxes on behalf of Driver, except for Vehicle license fees and taxicab permits as provided for in this Agreement. Driver will not represent themselves as an employee of the Lessor. Driver acknowledges that they shall not have the right or entitlement to any pension, retirement or other benefit programs now or hereafter available to the Lessor's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be Driver's sole responsibility and Driver shall indemnify and hold Lessor harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with such payments.

9. No Income Guarantee: Driver understands that Driver is solely responsible for the conduct of their own taxicab business, must obtain their own customers, and may accept or decline customers as they choose. Lessor does not provide dispatch services and does not warrants or promise that Driver will earn any income from use of the Vehicle. Driver is responsible for lease payments agreed-to in Paragraph 2 of this Agreement regardless of the level of income earned by Driver from operation of the Vehicle.

10. Observance of Laws: Driver agrees to obey all municipal or state rules or regulations for the conduct of a taxicab business or taxi driver. Driver will not permit the Vehicle to be used in violation of any federal, state or municipal laws or ordinances and Driver will hold Lessor harmless from all fines, claims, forfeitures or penalties arising from any such violations. In the event a Vehicle is impounded as a result of a violation, Driver will continue to pay all lease amounts when due. If there are changes in any laws requiring the installation of additional equipment or accessories or modification of the Vehicles, Lessor will comply with these requirements and will be entitled to an adjustment of the Paragraph 2 fees to pay for all costs incurred for modification of Vehicles.

11. Termination: Either party can terminate this Agreement upon twenty-eight (28) days advance written notice to the other party for any or all of the Vehicles. If Driver terminates the lease before payment of the entire Lease Amount, Driver will pay a Premature Cancellation Charge for each Vehicle consisting of the unused portions of prepaid registration fees, license and permit fees, insurance, and any prepaid advertising expenses or franchise fees, and will not be entitled to a reimbursement of any unused lease payments for termination prior to month-end. If Lessor terminates in accordance with this paragraph and not due to default by Driver, Driver will not be responsible for the Premature Cancellation Charge. In the event of such termination, Lessor will not under any circumstances be liable for damages to Driver.

If Lessor terminates this Agreement without notice as provided for in this paragraph and not due to default by Driver, Driver will be entitled to reimbursement of any unused partial month lease payment.

In the event of termination by either party prior to the expiration of the lease term, Driver may, at its option and upon agreement with Lessor, purchase the Vehicle at a fair market value as agreed by the Parties.

12. Lessor's Good Will: Driver agrees that Lessor's good will is a valuable possession of Lessor. Driver agrees not to engage in any activity or conduct while operating the Vehicle that could damage Lessor's good will, as determined by Lessor. Any use of advertising with the name "24/7" Yellow Cab must be approved in advance by Lessor.

13. Default: Any of the following is a default by the Driver: (a) failure to make any payments due or a breach of any of the terms or conditions required of Driver under this Agreement and such failure continues for a period of three days after written notice from Lessor; (b) Driver (i) becomes insolvent or files, or has filed against it, a petition in any proceeding in bankruptcy; (ii) makes an assignment for the benefit of creditors; (iii) an application is made for appointment of a receiver or conservator of Driver or any of Driver's property; Driver breaches any of the terms of this Agreement.

Upon the occurrence of default by Driver, Lessor may, without further notice, (i) take possession of the Vehicle, and keep it until the default is cured, but without terminating the Agreement and without affecting any other rights of Lessor, in which case Driver will continue to be liable for all payments due while Lessor has the Vehicle; (ii) terminate this Agreement and take possession of the Vehicle, and Driver will be liable for all payments owed as of the date of termination and the Premature Cancellation Charge; (iii) exercise any other right or remedy available to enforce the terms of this Agreement or recover damages for the breach of any of its terms. Upon default, Driver is liable for all of Lessor's expenses incurred to return the car to Lessor's location, and for all costs, including reasonable attorney's fees, incurred by Lessor to recover payments or damages due.

Driver is responsible for damages, costs and payments owed to Lessor as a result of Driver's breach of any of the terms of this Agreement, even if Lessor has not declared a default or exercised its rights under this paragraph. Lessor's failure to declare a default or exercise a right under this Agreement is not a waiver.

14. Return of Vehicles: At the end of the lease term, Driver will return the Vehicle to Lessor's place of business in the same condition and with the same accessories and components as when received by Driver, normal wear and tear excepted. Driver must make all payments owed until a Vehicle is returned to Lessor.

15. Liability of Lessor: Lessor will not be liable if they fail to supply a Vehicle, repair a disabled Vehicle or otherwise perform the terms of this Agreement if the failure results from fire, riot, strike, other labor troubles, Acts of God, acts of government, war or any other cause beyond Lessor's control. During the period of such failure by Lessor, the charges specified in Schedule "A" will abate and the term of this Agreement will be extended for the period of abatement. Lessor will not be liable for of Driver's costs to obtain another Vehicle during that period. In any event, Lessor will not be liable to Driver or any third party for loss of driver's time, loss or interruption of or damage to business or profits, or for other damages of any nature caused by interruption in service or availability of any Vehicle provided by Lessor under this Agreement.

16. Warranties: EXCEPT AS OTHERWISE PROVIDED BY THIS AGREEMENT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE VEHICLES, THEIR SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

17. Subordination: Lessor may finance the Vehicles covered by this Agreement by placing a security interest on the Vehicles, by assigning any of its rights under this Agreement (but not its obligations) or by leasing the Vehicles. Driver will recognize any such security agreements, assignments or leases and will not assert against the financing party any defense, counterclaim or setoff that Driver may have against Lessor.

18. Disputes: Any dispute between Lessor and Driver regarding this agreement will be settled under the commercial rules of the American Arbitration Association by mediation and if not resolved, by arbitration of the last offered mediation positions. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

**THIS IS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.**

19. General: This Agreement is for lease of a vehicle and business services only and Driver acquires no title or ownership rights to any Vehicle. This Agreement with schedules and Release attached makes up the entire agreement between the parties and may be modified only in writing signed by duly authorized representatives of both parties. This Agreement is binding on the parties, their successors, legal representatives and assigns. Lessor may, without Driver's consent, assign this Agreement, but Driver shall have no right to assign, sublet, transfer, encumber or convey this Agreement or any Vehicle without the prior written consent of Lessor, however, Lessor will not unreasonably withhold such consent. The titles of the various paragraphs are solely for convenience of the parties and will not be used to explain, modify, amplify or aid in interpretation of the terms. Any provision of this Agreement prohibited by law will be deemed amended to conform to such law without in any way invalidating or affecting the remaining provisions. This Agreement will be deemed to have been made in and will be construed in accordance with the laws of the state of California, and any proceedings regarding this Agreement must be held in one of the California counties listed in Schedule "A".

20. Notices: Any notice required to be given to either party will be written and sent to Lessor or Driver addresses shown on page one, by either registered or certified mail.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original and will not become effective and binding upon the Lessor until accepted and executed by Lessor's authorized representative.

**Execution by Lessor**

AMERICAN GROUND TRANSPORTATION, INC.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Konstantinos Roditis, CEO

**Execution by Driver:**

I, THE UNDERSIGNED WARRANT THAT I AM 18 YEARS OF AGE OR OLDER AND COMPETENT TO ENTER INTO A LEGAL CONTRACT IN MY OWN NAME, OR AUTHORIZED TO ENTER INTO A LEGAL CONTRACT ON BEHALF OF THE ENTITY NAMED BELOW, AND THAT I HAVE READ THIS ENTIRE AGREEMENT AND UNDERSTAND ITS PROVISIONS.

ON BEHALF OF: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SCHEDULE "A" VEHICLE(S)

<u>VEHICLE</u> <u>Make/Model/Year</u>	<u>VIN</u>	<u>MILEAGE</u>	<u>LEASE EXPIRES</u>	<u>MONTHLY</u> <u>RATE</u>	<u>County of Operation</u>	<u>In-St</u>

Driver's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Lessor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**HOLD HARMLESS WAIVER AND RELEASE**

PRINT FULL NAME \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_

As additional consideration to Lessor for providing the automobile lease and other services as provided in the Taxicab Lease and Service Agreement, and for use of Lessor's trade name of "24/7 Yellow Cab" and the associated good will, I, the undersigned, hereby releases, discharges and agrees to hold harmless the Lessor, its directors, officers, representatives, assignees, employees and any business entity that may have an interest in Lessor, or that Lessor may have an interest in, from any liability caused in whole or in part by my actions, including, but not limited to, any physical impairment or loss to myself or others. Neither the Lessor nor myself shall assume any liability whatsoever, each for the other, directly or indirectly.

I hereby certify that I am an Independent Business Owner or Contractor and not an employee of the Lessor, or any business entity associated with Lessor. As an Independent Contractor: (i) I shall have the exclusive control over the means, methods and details of taxicab services performed; (ii) I agree to provide all tools and other supplies necessary to provide such services that are in addition to the automobiles and services provided for in the Taxicab Lease and Service Agreement; (iii) I assume responsibility for remitting to the appropriate taxing authorities any and all taxes I may owe, including, but not limited to, all Federal, state, city and county taxes.

I understand that the Lessor assumes no responsibility for any of my expenses, including, but not limited to medical expenses incurred by myself or others during or after the term of the Taxicab Lease and Service Agreement. I UNDERSTAND THAT AS AN INDEPENDENT CONTRACTOR, I AM RESPONSIBLE FOR PROVIDING ANY AND ALL INSURANCE NECESSARY, INCLUDING, BUT NOT LIMITED TO, ACCIDENT, HEALTH AND LIFE INSURANCE.

I also understand that by signing this document, I may be giving up legal rights which I, or others claiming through me may have now or in the future. This Hold Harmless Waiver and Release is freely and voluntarily given with the understanding that rights to legal recourse against Lessor are knowingly given up in return for services and use of good will provided under the **Taxicab Lease and Service Agreement**.

I hereby warrant that I am over eighteen (18) years of age and competent to sign contracts in my own name. I have read this Agreement and Release before signing below and warrant that I fully understand the contents. I understand that I have the right to have this Agreement reviewed by my own attorney prior to signing.

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

INSTALLMENT PAYMENT AGREEMENT WITH DDCCS, INC.

Driver Name: \_\_\_\_\_

Address: \_\_\_\_\_

Taxicab Lease and Service Agreement Date: \_\_\_\_\_

This is an agreement between the above-named Driver (Driver) and DDCCS, Inc., a California Corporation, for installment payment of the monthly lease amount in the above-referenced Taxicab Lease and Service Agreement (Lease). For the purpose of this Agreement, DDCCS, Inc. is acting as business manager and agent of American Ground Transportation, Inc., party to the above-referenced Lease.

Driver agrees to pay the monthly payment due under the referenced Lease in weekly installments, payable in advance as follows:

Amount of Monthly Lease: \$ \_\_\_\_\_

Weekly Installment Payment: \$ \_\_\_\_\_

Day Payment is Due: Mon/Tues/Wed/Thurs/Fri/Sat

Date of first payment: \_\_\_\_\_

Payments Payable to: DDCCS, Inc., 2192 North Batavia St., Orange, CA 92865

If installment payments are not made on time as agreed, the entire amount of the monthly lease will immediately become due and payable, and all remedies of the Lease for late payment will apply. This Agreement does not modify or replace any of the terms of the Lease.

I, \_\_\_\_\_, have read and understand this Agreement and desire to enter into an installment payment Agreement as set forth above.

Driver Signature: \_\_\_\_\_ Date: \_\_\_\_\_