

FILED
ALAMEDA COUNTY

OCT 25 2007

CLERK OF THE SUPERIOR COURT

By T. [Signature] Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

JUDE NWAKOR

Plaintiff,

vs.

VETERANS CAB CORPORATION, a corporation,,

Defendant .

) Case No.: WG 07330702

) ORDER

This parties appeared before this court on Thursday, October 25, 2007 at 2:00 p.m.

Defendant Veteran Cab Corporation was represented by attorney Michael Broad and Plaintiff Jude Nawkor, representing himself, in pro per.

After reviewing the facts of this case, and the stipulations entered into by the parties, IT IS HEREBY ORDERED that the decision of the Hearing Office Donna Chen, Labor Commissioner of the State of California, is overturned. Plaintiff performed services as an independent contractor, not an employee.

Plaintiff was free to use the cab as he liked, for personal business or to use it to pick up taxi customers. Plaintiff was free to wear whatever clothes he chose to wear while driving or picking or up customers. He was free to reject dispatch calls or clients offered to him by the

1 dispatch service. However, once he accepted a call, the Oakland Municipal Code required
2 Plaintiff to accept the customer. Plaintiff was free to work as few or as many hours as he liked.
3 His only obligation was to pay his weekly rental fee, or what is commonly referred to as the gate
4 fee, for the use of the taxi. Plaintiff kept all monies collected after he paid his gate fee.
5 Defendant withheld no taxes, as Plaintiff was responsible for paying his own taxes. Plaintiff had
6 to register with the Oakland Police Department Taxi Detail and take a drug test. This was all
7 paid for by Plaintiff. If Plaintiff received a driving citation, Plaintiff was responsible for making
8 payment on said citation. Plaintiff paid for his own gasoline expenses. Plaintiff received no
9 benefits from Defendant: no health benefits, no vacation benefits, and no retirement benefits.
10 Plaintiff clearly accepted his status as an independent contractor when he signed the Taxi Cab
11 Lease Agreement on February 12, 2001.
12

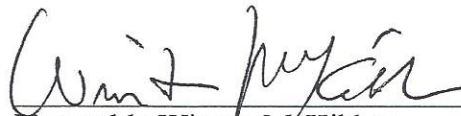
13
14 IT IS FURTHER NOTED BY THIS COURT, that in 2002, there was an attempt
15 to unionize the Defendant's taxi drivers. The NLRB found that the drivers for Defendant
16 Veterans Cab Corporation were independent contractors.
17

18 IT IS THEREBY ORDERED that Plaintiff take nothing for any and all claims
19 made before the Labor Commissioner of the State of California.
20

21 Lastly, in order to avoid the expense and uncertainties of litigation and the costs
22 associated with going forward with a trial on this matter, Defendant Veteran Cab Corporation has
23 agreed to pay to pay and will pay Plaintiff Jude Nawkor the sum of \$2,550.00. Defendant will
24 pay this sum to Plaintiff within 10 days of receipt of this courts Order.
25

26 DATED:

27 Oct 25, 2007
28



Honorable Winton McKibben
Judge of the Superior Court