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7 Attorneys for Plaintiff
8 JEAN RIKER

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA

11 JEAN RIKER,
12 Plaintiff,

CASE NO. C07-4616 EDL
Civil Rights

13 v.

14 FRIENDLY CAB COMPANY, INC;
15 FRIENDLY TRANSPORTATION dba
16 FRIENDLY CAB COMPANY;
17 BALJIT SINGH; SURINDER K.
18 SINGH; KEVIN ITO; JOHN DOE 1;
19 and DOES 2-10, Inclusive,

**CONSENT DECREE AND
[PROPOSED] ORDER**

20 Defendants.
21 _____/

22 **CONSENT DECREE AND ORDER**

23 1. Plaintiff JEAN RIKER filed her Complaint in this matter on
24 September 6, 2007, alleging that defendants had violated her right to full and
25 equal access to defendants' goods and services, pursuant to provisions of the
26 Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 *et seq.*,
27 and California Civil Code §§ 51, 54, and 54.1, by charging plaintiff a different
28 (and higher) rate than charged to the general public, when plaintiff utilized
defendants' taxi cab service on July 10, 2007, and continuing to the present.

2. Defendants FRIENDLY CAB COMPANY, INC.; FRIENDLY
TRANSPORTATION dba FRIENDLY CAB COMPANY; BALJIT SINGH;

1 SURINDER K. SINGH; KEVIN ITO ("Defendants") deny all of the allegations
2 raised by plaintiff in the Complaint ("Complaint") and by entering into this
3 Consent Decree and Order do not admit liability to any of the allegations in
4 Plaintiff's Complaint filed in this action. The parties hereby enter into this
5 Consent Decree and Order for the purpose of resolving this lawsuit without the
6 need for protracted litigation. This Consent Decree makes no finding of liability
7 by defendants for any civil rights violations alleged by plaintiff in the Complaint.

8 9 **JURISDICTION**

10 3. The parties to this Consent Decree agree that the Court has
11 jurisdiction of this matter pursuant to 28 USC §1331 for alleged violations of the
12 Americans with Disabilities Act of 1990, 42 USC 12101 et seq. and pursuant to
13 pendant jurisdiction for alleged violations of California Civil Code §§ 51, 52, 54,
14 54.1, 54.3, and 55.

15 4. In order to avoid the costs, expense, and uncertainty of protracted
16 litigation, the parties to this Consent Decree agree to entry of this Order to resolve
17 all claims regarding injunctive relief claims raised in the Complaint filed with this
18 Court on September 6, 2007. Accordingly, they agree to the entry of this Order
19 without trial or further adjudication of any issues of fact or law concerning
20 plaintiff's claims for injunctive relief.

21 WHEREFORE, the parties to this consent decree hereby agree and
22 stipulate to the Court's entry of this Consent Decree and Order, which provides as
23 follows:

24 25 **SETTLEMENT OF INJUNCTIVE RELIEF**

26 5. This Consent Decree and Order shall be a full, complete, and final
27 disposition and settlement of all of Plaintiff's claims against Defendants that have
28 arisen out of the subject Complaint. The parties agree that there has been no

1 admission or finding of liability or violation of the ADA and/or California civil
2 rights laws, and this Consent Decree and Order should not be construed as such.

3 6. The parties agree that the stipulated modification of policies and
4 procedures agreed to in this Consent Decree will be implemented within 30 days
5 of this agreement being signed by the parties, and will be a permanent
6 modification of policies and procedures as long as defendants, or any of them,
7 offer a taxi cab service to the public.

8 9 **MODIFICATION OF POLICIES AND PROCEDURES FOR PRICING**

10 7. Defendants agree to prepare and institute a written policy that persons
11 with disabilities using metered taxi service will be charged the same metered rate
12 as able bodied passengers. Defendants agree to notify, orally and in writing, all
13 cab drivers that operate and/or lease its vehicles and all dispatchers and/or
14 managers involved directly with the operation of Friendly Cab Company's taxi
15 service (1) that it is unlawful to charge any passenger a higher rate for metered
16 services on the basis that he or she has a disability or uses a wheelchair, and (2)
17 that any services under a city sponsored paratransit program are only provided
18 using non-metered vehicles, except that metered taxi vehicles will accept City
19 script for taxi services. Such policy will be instituted within 30 days of this
20 agreement.

21 22 **DAMAGES, ATTORNEY FEES, LITIGATION EXPENSES, AND COSTS**

23 8. The parties have also reached an agreement regarding plaintiff's
24 claims for damages, attorney fees, litigation expenses and costs: Defendants will
25 settle all monetary claims by plaintiff by payment of \$35,000 by check payable to
26 "Paul L. Rein in Trust for Jean Riker," with such payment to be made within 14
27 days of filing the Consent Decree with the Court.

28

1 **ENTIRE CONSENT DECREE AND ORDER**

2 9. This Consent Decree and Order constitutes the entire agreement
3 between the parties on the matters of injunctive relief, and no other statement,
4 promise, or agreement, either written or oral, made by any of the parties or agents
5 of any of the parties, that is not contained in this written Consent Decree and
6 Order, shall be enforceable regarding the matters of injunctive relief described
7 herein.

8
9 **CONSENT DECREE BINDING ON PARTIES AND SUCCESSORS IN**
10 **INTEREST**

11 10. This Consent Decree and Order shall be binding on Plaintiff JEAN
12 RIKER, and Defendants FRIENDLY CAB COMPANY, INC., FRIENDLY
13 TRANSPORTATION dba FRIENDLY CAB COMPANY, BALJIT SINGH,
14 SURINDER K. SINGH, and KEVIN ITO, and any successors in interest. The
15 parties have a duty to so notify all such successors in interest of the existence and
16 terms of this Consent Decree and Order during the period of the Court's
17 jurisdiction of this Consent Decree and Order.

18
19 **MUTUAL RELEASE AND WAIVER OF CIVIL CODE SECTION 1542 AS**
20 **TO INJUNCTIVE RELIEF ONLY**

21 11. Each of the parties to this Consent Decree understands and agrees
22 that there is a risk and possibility that, subsequent to the execution of this Consent
23 Decree, any or all of them will incur, suffer, or experience some further loss or
24 damage with respect to the Lawsuit which are unknown or unanticipated at the
25 time this Consent Decree is signed. Except for all obligations required in this
26 Consent Decree, the parties intend that this Consent Decree apply to all such
27 further loss with respect to the Lawsuit, except those caused by the parties
28 subsequent to the execution of this Consent Decree. Therefore, except for all

1 obligations required in this Consent Decree, this Consent Decree shall apply to
2 and cover any and all claims, demands, actions and causes of action by the parties
3 to this Consent Decree with respect to the Lawsuit, whether the same are known,
4 unknown or hereafter discovered or ascertained, and the provisions of Section
5 1542 of the California Civil Code are hereby expressly waived. Section 1542
6 provides as follows:

7 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
8 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
9 EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE
10 RELEASE, WHICH IF KNOWN BY HIM MUST HAVE
11 MATERIALLY AFFECTED HIS SETTLEMENT WITH THE
12 DEBTOR.

13 12. Except for all obligations required in this Consent Decree, each of the
14 parties to this Consent Decree, on behalf of each, their respective agents,
15 representatives, predecessors, successors, heirs, partners and assigns, releases and
16 forever discharges each other Party and all officers, directors, shareholders,
17 subsidiaries, joint venturers, stockholders, partners, parent companies, employees,
18 agents, attorneys, insurance carriers, heirs, predecessors, and representatives of
19 each other Party, from all claims, demands, actions, and causes of action of
20 whatever kind or nature, presently known or unknown, arising out of or in any
21 way connected with the Lawsuit.

22 **TERM OF THE CONSENT DECREE AND ORDER**

23 13. The modification of policies and procedures set forth in this Consent
24 Decree and Order is meant to be a permanent modification of those policies and
25 procedures that pertain to the pricing of taxi cab services offered by Friendly Cab,
26 and the training provided for such modification, so long as defendants, or any of
27 them, offers taxi cab services to the public. The Court shall retain jurisdiction of
28 this action to enforce provisions of this Order for two years after the entry of this
Consent Decree.

1 **SEVERABILITY**

2 14. If any term of this Consent Decree and Order is determined by any
3 court to be unenforceable, the other terms of this Consent Decree and Order shall
4 nonetheless remain in full force and effect.

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6 **SIGNATORIES BIND PARTIES**

7 15. Signatories on the behalf of the parties represent that they are
8 authorized to bind the parties to this Consent Decree and Order. The Consent
9 Decree may be signed in counterparts and a facsimile signature shall have the
10 same force and effect as an original signature.

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12
13 Dated: December 2, 2008

/s/

Plaintiff JEAN RIKER

14
15 Dated: November 26, 2008

/s/

Defendant FRIENDLY CAB COMPANY,
INC.

16
17 Dated: November 26, 2008

/s/

Defendant FRIENDLY
TRANSPORTATION dba FRIENDLY
CAB COMPANY

18
19
20 Dated: November 26, 2008

/s/

Defendant BALJIT SINGH

21
22
23 Dated: November 26, 2008

/s/

Defendant SURINDER K. SINGH

24
25 Dated: November 26, 2008

/s/

Defendant KEVIN ITO

26 //

27 //

28 //

1 APPROVED AS TO FORM:

2 Dated: December 2, 2008

LAW OFFICES OF PAUL L. REIN

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4

/s/
By PAUL L. REIN
Attorneys for Plaintiff
JEAN RIKER

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8 Dated: November 26, 2008

HANSON BRIDGETT MARCUS
VLAHOS RUDY LLP

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/s/
By KEVIN D. REESE
Attorneys for Defendants
FRIENDLY CAB COMPANY, INC.;
FRIENDLY TRANSPORTATION dba
FRIENDLY CAB COMPANY; BALJIT
SINGH; SURINDER K. SINGH; KEVIN
ITO

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ORDER

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Pursuant to stipulation, and for good cause shown,

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IT IS SO ORDERED.

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Dated: December 3, 2008

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