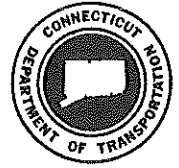




STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:

(860) 594-2875

DOCKET NUMBER 1612-C-139-T MODIFICATION OF ORIGINAL ORDER
(Case No. TX-10-1116-19)

RE: IN THE MATTER OF THE CITATION OF YELLOW CAB COMPANY
D.B.A. YELLOW CAB, METRO TAXI CO, INC. D.B.A. YELLOW CAB
AND STAR TAXI, INC. D.B.A. YELLOW CAB

REISSUED DECISION

June 7, 2017

I. INTRODUCTION

A. General

By citation dated January 11, 2017, by the Department of Transportation (hereinafter "department"), pursuant to Connecticut General Statutes Section 13b-96, as amended, Yellow Cab Company d.b.a. Yellow Cab, Metro Taxi Co., Inc. d.b.a. Yellow Cab and Star Taxi, Inc. d.b.a. Yellow Cab (hereinafter referred to as "Yellow Cab" or "respondent"), holder of Certificate Numbers 1, 1100 and 1102 was ordered to come before the department to answer the allegations made therein.

Pursuant to said citation, the respondent was directed to appear at the Newington office of the Department of Transportation to show cause why its Certificates Number 1, 1100 and 1102 should not be suspended, revoked or a civil penalty imposed for violations pursuant to Connecticut General Statutes Section 13b-96, et seq. More specifically, it is alleged that the respondent violated Connecticut General Statutes and the Regulations of Connecticut State Agencies as follows:

Regarding Certificate 1100: More specifically, information indicates that respondent was in violation of the following Connecticut General Statutes (CGS) and/or Regulations of Connecticut State Agencies: 14-29(a) and 14-29(f) related to 0811-C-185-T (TX12-0208-53 and an alleged false representation of Self Insurance; 14-29(f) failure to maintain proper insurance on certain vehicles. (See attached sheet)

Regarding Certificate 1: More specifically, information indicates that respondent was in violation of the following Connecticut General Statutes (CGS) and/or Regulations of Connecticut State Agencies: 14-29(f) failure to maintain proper insurance on certain vehicles. (See attached sheet)

Regarding Certificate 1102: More specifically, information indicates that the respondent was in violation of the following Connecticut General Statutes (CGS) and/or Regulations of Connecticut State Agencies: 14-29(f) failure to maintain proper insurance on certain vehicles. (See attached sheet)

The citation was served upon the respondent by first class and certified mail and recited the department's reasons for issuing it.

B. Hearing Held

Pursuant to Section 13b-96 of the Connecticut General Statutes, as amended, the public hearing for this citation was held on March 30, 2017 and May 16, 2017.

Notice of the citation and the hearing to be held thereon was given to the respondent and to such other parties as required by Connecticut General Statutes Section 13b-96, as amended.

The hearing on this matter was conducted by a hearing officer designated by the Commissioner of Transportation, pursuant to Section 13b-17 of the Connecticut General Statutes.

C. Appearances

Marco Henry, president of the respondent companies, Yellow Cab Company d.b.a. Yellow Cab, Metro Taxi Co., Inc. d.b.a. Yellow Cab and Star Taxi, Inc. d.b.a. Yellow Cab appeared on their behalf at the hearing. The respondent was initially represented at the hearing by Attorney Stanley Falkenstein with a mailing address of 113 East Center Street, Manchester, Connecticut 06040. The respondent subsequently decided to represent himself in this matter.

Felipe Briseno, Staff Attorney II, with the department, acted as the case presenter in this matter.

Valerie Seery, License and Application Analyst, with the department appeared as a witness in this matter.

Richard Majka, Transportation Public Transit Inspector, with the department acted as witnesses in this matter.

Carlos Reddik, Transportation Public Transit Inspector with the department acted as witnesses in this matter.

Attorney Katherine Mathews from the law firm of Gold & Levy appeared as a witness in this matter on behalf of her client, Israel Onoh. Her mailing address is 21 Oak Street, Hartford, Connecticut 06105.

Attorney Georgia Sullivan from the law firm Polinsky Law Group appeared as a witness in this matter on behalf of her client, Mirgen Hida. Her mailing address is 890 West Boulevard, Hartford, Connecticut 06105.

Attorney Johnathan Abels appeared as a witness in this matter on behalf of his client, Shirley Herring. His mailing address is 49 North Main Street, West Hartford, Connecticut 01607.

Sargent Mathew Davis, from the Department of Motor Vehicles, appeared as a witness in this matter. His mailing address is 60 State Street, Wethersfield, Connecticut 06161.

D. Administrative Notice

Administrative notice was taken of Docket Numbers 0511-SI-14-T, 0602-SI04-T and 0608-SI-68-T which originally established the terms of the respondent's self-insurance issued on November 6, 2006 and of the decision in Docket Number 0811-C-185-T issued on July 2, 2009 wherein the respondent's self-insurance was revoked by the department.

II. FINDINGS OF FACT

1. The respondent is the holder of three taxicab certificates under the names of Yellow Cab Company d.b.a. Yellow Cab (Certificate Number 1), Metro Taxi Co., Inc. d.b.a. Yellow Cab (Certificate Number 1100) and Star Taxi, Inc. d.b.a. Yellow Cab (Certificate Number 1102).
2. The respondent was allowed to self-insure one of its three companies in Docket Number 0511-SI-14-T issued on April 19, 2006 and then its other two companies in Docket Number 0602-SI-04-T and 0608-SI-68-T issued on November 6, 2006.
3. On July 2, 2009, the respondent's self-insurance for the three companies was revoked due to noncompliance with the self-insurance requirements originally imposed in Docket Numbers 0511-SI-14-T, 0602-SI-04-T and 0608-SI-68-T.
4. October 26, 2016, Attorney Katherine Mathews filed a complaint on behalf of her client, Israel Onoh, with the department of Transportation. On September 22, 2013, her client was involved in a motor vehicle accident while driving a taxicab (T4816T) for Metro Taxi. After suing Metro Taxi, Mr. Onoh eventually received a settlement payment on January 16, 2017 from the insurance company. The two passengers in his motor vehicle at the time of the accident, Jose Burgos and Jose Burgos, Jr., filed a civil suit against the respondent and Mr. Onoh. Although they settled their claim with the respondent for \$60,000 in November 2016, no payment has ever been made to them.
5. In a November 4, 2015, in the Onoh interrogatory Mr. Marco Henry states under oath that Metro Taxi is self-insured for the first \$50,000. Anything over \$50,000 is covered under an insurance policy with New York Marine & General Insurance Company.
6. The drivers of the respondent companies are given a sheet of paper entitled, **The State of Connecticut Has Issued a Certificate of self-Insurance to the Yellow Cab Company on November 6, 2006** to produce if they get into an accident. This paper states that the respondent companies are self-insured. Mr. Onoh was provided with such a sheet in 2013, some four years after the department revoked the respondent's self-insurance in Docket Number 0511-SI-14-T.
7. On December 5, 2016, two Yellow Cab Company drivers received a ticket for not having registration or insurance. In both cases, the respondent's drivers listed self-insurance and produced the self-insurance document to a peace officer outlined in Finding of Fact number 6. These tickets were later received a nolle prosequi in court.

8. On December 6, 2016, the department sent a cease and desist letter to the respondent for operating as a self-insured company in violation of the order in Docket Number 0511-SI-14-T.

9. On December 14, 2016, reconciliation was done between the department's database and the one used by the Department of Motor Vehicles shows that The Yellow Cab Company dba Yellow Cab had eighty-six (86) vehicles registered, Metro Taxi dba Yellow Cab had ten vehicles registered and Star Taxi, Inc. dba Yellow Cab had ten (10) vehicles registered under the New York Marine & General. At that time, only seventy-seven (77) were insured out of total one hundred and six (106) vehicles registered. Twenty-nine (29) vehicles were not insured. On December 28, 2016, the registration/insurance status was the same.

10. On March 21, 2017, one (1) additional motor vehicle was registered under the Yellow Cab Company dba Yellow Cab for a total of one hundred and seven (107) vehicles registered but only seventy-eight (78) were insured.

11. The respondent only has insurance on eighty (80) vehicles at any one time and that the respondent notifies the insurance company daily about which cars are on and off the road.

12. The respondent charges each of its single vehicle drivers approximately \$225 to \$325 for insurance on a weekly basis according to the driver contracts.

13. New York Marine and General provides the respondent with insurance coverage for the first \$50,000 which it will pay to claimants then later seek reimbursement from the respondent. New York Marine & General holds collateral in the form of a Letter of Credit in the amount of \$100,000 to assure reimbursement from the respondent. In the event that the respondent does not reimburse the insurer, the policy is subject to cancellation. New York Marine and General also pays insurance claims in excess of \$50,000 up to a \$100,000 limit.

14. Pacesetter National is a third party administrator of New York Marine & General Insurance Company. American Business Institute is the insurance broker.

15. On August 22, 2013, Mirgen Hida was in an accident with Yellow Cab driven by Kassimou Ali. On August 22, 2013, Mr. Hida filed a lawsuit seeking damages. A court entered judgment against Yellow Cab for \$6,675 which has now amounted to \$7,704 with interest. In the Hida interrogatories of September 3, 2015, Mr. Henry swore under oath that Yellow Cab was self-insured to \$50,000. The police report listed self-insurance.

17. On August 13, 2014, Shirley Herring was involved in a motor vehicle accident with one of respondent's Metro Taxis driven by Kenfe Alexander. On November 9, 2016, Mrs. Herring received a judgement of \$151,421 which has been unsatisfied to date. On September 29, 2014, and again on February 11, 2016, a consultant with the respondent, Brian Donnelly, asked that all correspondence regarding the Herring claim be sent to him instead of Pacesetter, the claims administrator. On March 21, 2017, Pacesetter sent a letter to Attorney Abel stating that they have a defense to paying the claim on the Herring case because the respondent did not report all claims, suits or demands as they occurred and failed to cooperate in the full investigation if all claims.

18. Fam Financial is the parent company of the three respondent taxi companies which holds all the assets.

19. Marco Henry has been the president of the three respondent companies since the 1990's.

20. The respondent has entered into a stipulation with the department at the hearing on May 16, 2017 in which it has agreed to settle the citation matter while not admitted any liability.

21. The department agrees that respondent was covered by insurance from the first dollar pursuant to an affidavit submitted by insurance agent, George Wilk.

III. DEPARTMENT ANALYSIS AND CONCLUSIONS OF LAW

The Department of Transportation has jurisdiction over matters pertaining to the operation of motor vehicles in taxicab service in the State of Connecticut accordance with Connecticut General Statutes Section 13b-96,

as amended. The department and the respondent have entered into a stipulated agreement to settle the citation matter. The following order incorporates that agreement.

IV. ORDER

Based on the above, the following is ordered pursuant to a stipulated agreement entered into on May 16, 2017 between the respondent, Yellow Cab Company d.b.a. Yellow Cab, Metro Taxi Co., Inc. d.b.a. Yellow Cab and Star Taxi, Inc. d.b.a. Yellow Cab and the department:

The parties agree to the following conditions:

1. The respondent shall pay \$7,704 to Mirgen Hida, within thirty (30) days of the date of this decision. The respondent shall provide sufficient proof of payment to the department within one week from the payment deadline.

2. The respondent and/or New York Marine and General Insurance Company shall make a payment of \$100,000 in full and final settlement of all claims of Attorney Jonathan Abels client, Shirley Herring, to be paid as follows: tender of \$50,000 within thirty (30) days of the date of the stipulation and then a payment of the remaining \$50,000 by December 16, 2017, according to the details in the email from Attorney Abels dated May 16, 2017 attached hereto as Exhibit A and incorporated herein by reference. Sufficient proof of these payments is required to be submitted to the department within one week from the payment deadline.

3. The respondent shall pay to the department a \$10,000 civil penalty by certified check, bank check or money order made payable to the "Treasurer, State of Connecticut. An initial payment of \$5,000 must be made within in thirty (30) days from the date of this decision and a subsequent payment of \$5,000 must be made within sixty (60) days of the date of this decision.

4. The department shall maintain ongoing jurisdiction in this matter for five (5) years to monitor the respondent, which may be extended for cause shown, during which the following shall be submitted to the department:

A. Monthly certification must be submitted from the respondent's insurance company stating that that the vehicles assigned to Certificates 1, 1100 and 1102 and are insured, and the limits and deductibles, if any;

B. The respondent shall submit, on a monthly basis, statements showing all claims of any type filed with the respondent or the insurer, and current state of each claim.

C. The respondent shall submit, on a monthly basis, a list of each vehicle, by driver, VIN number and plate number. In addition, the list shall also include a listing of which vehicles are temporarily not in operation, and which plates are in the manager's possession but not affixed to vehicles, by certificate #.

D. For each driver, and each new driver, the respondent shall provide a certified statement stating that they understand that only an insurance card from New York Marine & General or a replacement company shall be produced as evidence of insurance, and that at no time in the future will Yellow Cab Company, Metro Taxi, or Star Taxi be self-insured.

E. The respondent shall issue insurance cards to every driver, maintain them in the vehicles, and instruct drivers to produce them in the event of an accident to any party at the scene that requested the insurance certificate.

F. The respondent shall revise all driver leases to reflect a weekly bottom line cost for the use of the vehicle, as well as a list of items, unallocated, that are included in the weekly lease payment.

5. Failure to comply, or default on any conditions of the above stipulated agreement will result in automatic revocation of respondent's Certificate Numbers 1, 1100 and 1102 without further proceedings.

This decision constitutes notice in accordance with Connecticut General Statutes Section 4-182(c).

V. REQUEST FOR MODIFICATION

On May 31, 2017, Mr. Henry sent an email to Felipe Briseno attached as Exhibit B that he would like to change the payment schedule originally agreed upon in the stipulated agreement of May 16, 2017. Having considered the request, the hearing officer agrees to allow this one time exception for respondent to comply with the payment schedule that he is proposing in Exhibit B which is hereby incorporated by reference. Any further requests for modification to the payment plan as detailed in Exhibit B will be denied. Failure of the respondent to comply with the revised payment schedule in Exhibit B will result in immediate revocation. The following new order incorporates that agreement.

VI. REVISED ORDER

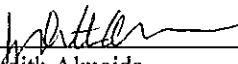
Based on the above, the parties agree to the following new order:

1. The respondent shall pay \$7,704 to Mirgen Hida, within thirty (30) days of the date of this decision. The respondent shall provide sufficient proof of payment to the department within one week from the payment deadline. Proof of this payment has been made to the department.
2. The respondent and/or New York Marine and General Insurance Company shall make a payment of \$100,000 in full and final settlement of all claims of Attorney Jonathan Abels client, Shirley Herring, to be paid as follows: tender of \$30,000 to be paid by June 17, 2017, a \$10,000 payment to be made by July 17, 2017, a \$10,000 payment to be made by August 17, 2017 and then a payment of the remaining \$50,000 by December 16, 2017, according to the details in the email from Mr. Henry to Mr. Briseno dated May 31, 2017 attached hereto as Exhibit B and incorporated herein by reference. Sufficient proof of these payments is required to be submitted to the department within one week from the payment deadline.
3. The respondent shall pay to the department a \$10,000 civil penalty by certified check, bank check or money order made payable to the "Treasurer, State of Connecticut. A payment of \$10,000 must be made to the department by September 17, 2017.
4. The department shall maintain ongoing jurisdiction in this matter for five (5) years to monitor the respondent, which may be extended for cause shown, during which the following shall be submitted to the department:
 - A. Monthly certification must be submitted from the respondent's insurance company stating that that the vehicles assigned to Certificates 1, 1100 and 1102 and are insured, and the limits and deductibles, if any;
 - B. The respondent shall submit, on a monthly basis, statements showing all claims of any type filed with the respondent or the insurer, and current state of each claim.
 - C. The respondent shall submit, on a monthly basis, a list of each vehicle, by driver, VIN number and plate number. In addition, the list shall also include a listing of which vehicles are temporarily not in operation, and which plates are in the manager's possession but not affixed to vehicles, by certificate #.
 - D. For each driver, and each new driver, the respondent shall provide a certified statement stating that they understand that only an insurance card from New York Marine & General or a replacement company shall be produced as evidence of insurance, and that at no time in the future will Yellow Cab Company, Metro Taxi, or Star Taxi be self-insured.
 - E. The respondent shall issue insurance cards to every driver, maintain them in the vehicles, and instruct drivers to produce them in the event of an accident to any party at the scene that requested the insurance certificate.
 - F. The respondent shall revise all driver leases to reflect a weekly bottom line cost for the use of the vehicle, as well as a list of items, unallocated, that are included in the weekly lease payment.
5. Failure to comply, or default on any conditions of the above stipulated agreement will result in automatic revocation of respondent's Certificate Numbers 1, 1100 and 1102 without further proceedings.

This decision constitutes notice in accordance with Connecticut General Statutes Section 4-182(c).

Dated at Newington, Connecticut on this the 7th day of June 2017.

CONNECTICUT DEPARTMENT OF TRANSPORTATION



Judith Almeida
Staff Attorney III
Administrative Law Unit
Bureau of Finance and Administration

EXHIBIT A

From: Jonathan Abels [mailto:JAbels@jabelslaw.com]
Sent: Tuesday, May 16, 2017 12:36 PM
To: Briseno, Felipe P
Subject: Shirley Herring vs. Yellow Cab

Attorney Briseno,

As you are aware, Shirley Herring has a Judgment in the amount of \$151,421.74 against The Yellow Cab Company and Metro Taxi Co., Inc. Our understanding (subject to confirmation by the defendants) is that they have a \$100,000 automobile insurance policy limit with New York Marine and General Insurance Company. At this time we have conflicting information as to whether there is a \$50,000 deductible or no deductible at all for bodily injury claims.

My client has authorized me to enter into the following settlement with The Yellow Cab Company, Metro Taxi Co., Inc. and New York Marine and General Insurance Company:

The defendants and/or their insurance company would agree to a payment of \$100,000 in full and final settlement of all claims to be paid as follows:

1. Tender of \$50,000 within the next 30 days; and
2. Payment of the remaining \$50,000 by December 16, 2017

If the defendants fully comply with the above payment schedule, Mrs. Herring has agreed to waive any right to compensation in excess of the \$100,000. In the event of non-compliance, plaintiff would have the right to seek full satisfaction of her judgment in the amount of \$151,421.74 plus accrued interest and attorney's fees.

It is also my understanding that the Department of Transportation has continuing jurisdiction over this matter and in the event of non-compliance with the terms of this agreement, that appropriate steps will be taken against The Yellow Cab Company and Metro Taxi Co., Inc. regarding their continued operation of their commercial livery service.

Please contact me if you have any questions. Thank you for your assistance in this matter.

Jonathan M. Abels

Jonathan M. Abels
Attorney at Law
49 North Main Street | West Hartford, CT 06107
Phone: 860-313-4040 | Fax: 860-313-4042

EXHIBIT B

From: Marco Henry [mailto:marcohenry@theyellowcab.com]
Sent: Wednesday, May 31, 2017 3:47 PM
To: Briseno, Felipe P
Subject: Doc. 1612-c-139-19

Dear Felipe Pastore Briseno, III

Staff Attorney 2
Supervisor, Regulatory and Compliance Unit
Connecticut Department of Transportation.

Pursuant to our conversation today in your office.
I am writing about Docket number 1612-c-139-t (Case No. TX-10-1116-19).

First I would like to inform you That Attorney Stanley Falkenstein does not represent me in these matters anymore. I now represent my company's interest personally.

Due to cash flow issues, I would like to propose a payment agreement to allow us to meet our other necessary monetary obligations.

Our proposal is the following .

\$30,000.00 to Attorney Jonathan M Abels by June 17, 2017.
\$10,000.00 to Attorney Jonathan M Abels by July 17, 2017.
\$10,000.00 to Attorney Jonathan M Abels by August 17, 2017.
\$10,000.00 to the Connecticut Department of Transportation by September 17,
2017.

Then on or before December 16. \$50,000.00 to Attorney Jonathan M Abels .

This will greatly help the cash flow of the company if you could approve these changes.

Sincerely

Marco JC Henry
President
The Yellow Cab Company
86 Granby Street
Bloomfield, Ct .06002