



## Public Utilities Commission

STATE OF CALIFORNIA

### **CITATION FOR VIOLATION OF PUBLIC UTILITIES CODE AND GENERAL ORDER**

To: Carey Limousine S.F. Inc.  
Attn: CSC - Lawyers Incorporating Service  
[REDACTED]

File: TCP 9906-A  
Citation #: T.2025-09-005  
Date: September 12, 2025  
Case #: CSE-000457

#### **VIOLATIONS**

You are hereby cited as having violated sections of the Public Utilities (Pub. Util.) Code as described below. These violations occurred during the period of January 01, 2025, to February 28, 2025.

- (1) Utilized sub-carriers that did not possess Commission authority as a charter-party carrier and utilized a sub-carrier without a valid sub-agreement in violation of G.O. 157-E, Part 3.04. **[8 counts]**
- (2) Utilized drivers that were not enrolled in the Department of Motor Vehicles (DMV) Employer Pull Notice (EPN), in violation of PU Code §5374 (a)(1)(D) and G.O. 157-E, Part 5.02. **[14 counts]**
- (3) Utilized vehicles, for which CHP inspections were not verified prior to use as a charter-party carrier, in violation of G.O. 157-E, Part 1.06, Pub. Util. Code §5374.5, and California Vehicle Code (CVC) §34501 (c)(e). **[19 counts]**
- (4) Failed to ensure all utilized vehicles underwent a 19-point vehicle inspection in violation of G.O. 157-E, Part 4.05. **[33 counts]**
- (5) Failure to maintain waybills containing the nine distinct requirements as a charter-party carrier in violation of PU Code 5381.5 and G.O. 157-E, Part 3.01. **[6 counts]**

## **STATEMENT OF FACTS**

The above violations are documented in the attached Investigation Report, which consists of the carrier's records and substantiating documents obtained from other sources.

## **RESPONSE**

You are hereby called upon to answer this citation on or before October 6, 2025. By way of such an answer, you may either:

- (1) Pay a fine of \$20,000 pursuant to Pub. Util. Code Section 5378. Submit your check or money order payable to California Public Utilities Commission using the attached *Citation Agreement*. Upon payment, the fine will be deposited in the State Treasury to the credit of the General Fund and the CPUC staff will deem the matter closed, **or**
- (2) Contact the Supervisor below to make payment arrangements, **or**
- (3) Contest this Citation by filing an Appeal. See the attached document "*How to File an Appeal and Instructions for Filing a Notice of Appeal and Certificate of Service for a Citation Appeal.*"

If you fail to respond by October 6, 2025, you will be in default and will have forfeited your right to appeal the Citation. The CPUC may also act through a civil or criminal proceeding to recover any unpaid fine and ensure compliance with applicable statutes and CPUC orders.

*Lana Tran Courney*

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Lana Tran-Courney  
Program and Project Supervisor  
Consumer Protection and Enforcement Division  
Transportation Enforcement Branch  
Telephone number: (415) 385-5513  
E-mail address: [Lana.Tran-Courney@cpuc.ca.gov](mailto:Lana.Tran-Courney@cpuc.ca.gov)

Attachments



## Public Utilities Commission

STATE OF CALIFORNIA

### CITATION COMPLIANCE AGREEMENT

File No.: TCP 9906-A  
Citation #: T.2025-09-005  
Date: September 12, 2025  
Case #: CSE-000457

I (we) hereby agree to comply with this citation dated September 12, 2025, and herewith pay the fine of \$20,000.

Carey Limousine S.F., Inc.  
Attn: Nathaniel Wilson and Luis Galindo



\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Automatic credit and debit card payments are available. To arrange for autopay, fill out the attached CREDIT OR DEBIT CARD AUTHORIZATION form and email it to our Fiscal Office at [FiscalOffice-TECitations@cpuc.ca.gov](mailto:FiscalOffice-TECitations@cpuc.ca.gov).

Or

Payment (cashier check or money order) should be made payable to *California Public Utilities Commission* and sent to:

California Public Utilities Commission  
Attn: Fiscal Office  
505 Van Ness Avenue  
San Francisco, CA 94102-3298

**TEB Enforcement Analysts:** Shon Taylor, James Barbarick

**Case:** CSE-000457

## **INVESTIGATION REPORT**

**CARRIER:** Carey Limousine S.F. Inc., dba A Chauffeured Limousine,  
A Corporation, 1925288, Active

**MANAGER(S):** Nathaniel Wilson, Mitch Lahr, Gary Kessler, Diane M. Ennist,  
Luis Galindo

**AUTHORITY:** TCP 9906-A

**MAILING ADDRESS:**

[REDACTED]

**PHONE/EMAIL:**

[REDACTED]

**VEHICLE(S):** 21

**EMPLOYEE-DRIVER(S):** 53

**PL&PD<sup>1</sup>**  
**INSURANCE:** Colony Insurance Company  
Policy Number: [REDACTED]  
Effective Date: 03/31/2024

**WORKERS'**  
**COMPENSATION**  
**INSURANCE:** National Casualty Company  
Policy Number: [REDACTED]  
Effective Date: 12/31/2020

**DRUG CONSORTIUM:** TAG/AMS, Inc.

[REDACTED]

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<sup>1</sup> Public Liability and Property Damage (PL&PD)



## INTRODUCTION

On February 28, 2025, the Transportation Enforcement Branch (TEB) initiated an investigation into the operations of Carey Limousine S.F., Inc. (hereinafter referred to as Carey Limo) (TCP 9906A) for operations during the NBA All-Star Week, February 11–17, 2025.

## VIOLATIONS

TEB investigated Carey Limo for the period of January 1, 2025, through February 28, 2025, and found violations of the following provisions of the Public Utilities (Pub. Util.) Code, California Vehicle Code (CVC), and California Public Utilities Commission (Commission or CPUC) General Orders (G.O.).

- 1. Carey Limo utilized (A) sub-carriers that did not possess Commission authority as charter-party carriers and (B) sub-carriers without valid sub-carrier agreements in violation of G.O. 157-E, Part 3.04. [8 counts]**

G.O. 157-E, Part 3.04, states that a carrier may only use sub-carriers that are themselves authorized by the CPUC as a charter-party carrier and requires a written agreement specifying both carriers' names, TCP numbers, and services provided.

On March 14, 2025, TEB issued a data request (DR) to Carey Limo ([REDACTED] and [REDACTED]) with a document due date of March 28, 2025. Carey Limo responded on March 28, 2025 [**Question 2 of March 28, 2025 DR response attached as “Attachment 1”**].

TEB’s investigation revealed that Carey Limo submitted seven (7) sub-carriers to the Transportation Licensing and Analysis Branch (TLAB) for their NBA All-Star Week operations. While Carey only submitted seven sub-carriers to TLAB, TEB’s investigation discovered that Carey had 29 sub-carrier agreements in place (See March 28, 2025, data request response). Of the 29 agreements Carey had in place, 17 were identified as NBA All-Star Week Agreements<sup>2</sup> [Attachment 2] and seven (7) sub-carriers were determined not to have valid Commission authority as transportation carriers.

One Carey sub-carrier, Squire Limousine, did not have a sub-carrier agreement on file but possesses TCP authority (TCP 9905-A). TEB obtained waybills from Carey Limo’s March

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<sup>2</sup> These agreements were titled either “SF All-Star Game 2025” or “NBA All Stars 2025”.

28, 2025 data request response covering the period of January 1, 2025 through February 28, 2025 and determined that two vehicles belonging to Squire Limousine Service (license plate numbers [REDACTED] and [REDACTED]) were used to provide passenger transportation (28 trips) during NBA All-Star Week. The following Table depicts Carey Limo sub-carriers without TCP Authority or a sub-carrier agreement.

**Table 1**  
**Carey Limo Subcarriers without TCP Authority or Subcarrier Agreement**

<b>Subcarrier</b>	<b>Subcarrier Agreement</b>	<b>TCP Number</b>
IB Luxury	SF All-Star Game 2025	None
Ace Luxury	NBA All-Stars 2025	None
DeElegance	NBA All-Stars 2025	None
Majestic	SF All-Star Game 2025	None
Universal Latin	SF All-Star Game 2025	None
Ramz	SF All-Star Game 2025	None
Lightening Transportation 2	NBA All-Stars 2025	None
Squire Limousine	No agreement	TCP 9905-A

**2. Carey Limo utilized drivers that were not enrolled in the Department of Motor Vehicles (DMV) Employer Pull Notice (EPN), in violation of Pub. Util. Code §5374 (a)(1)(D) and G.O. 157-E, Part 5.02. [14 counts]**

G.O. 157-E, Part 5.02, requires that all carriers enroll in the Employer Pull Notice (EPN) Program of the Department of Motor Vehicles as defined in Vehicle Code Section 1808.1. The EPN allows employers to monitor an employee's driving record. Under Section 5.02, a charter-party vehicle shall not be operated by any driver who is presumed to be a negligent operator under Vehicle Code Section 12810.5. On January 21, 2025, TLAB asked Carey Limo how it intended to comply with G.O. 157-E Part 5. Carey Limo responded on January 24, 2025, stating that they would confirm that the drivers are qualified and enrolled in the EPN:

“We will confirm that the vehicles provided by this group of subcarriers have been inspected as required by Part 4 and that the drivers are fully qualified and enrolled in the DMV's pull-notice program as required by Part 5. For the subcarriers providing smaller vans, SUVs, and sprinters, we intend to obtain a copy of each driver's motor vehicle

driving record as required by Calif. Veh. Code 1808.1(j)(1) for casual drivers. As we understand these requirements, a casual driver that is operating a smaller passenger vehicle not requiring CDL/passenger endorsement is not required to be in EPN as long as the company maintains the driver's motor vehicle record..." **[Communications between TLAB and Carey Limo attached as "Attachment 3"]**

Carey Limo submitted a spreadsheet identifying 52 drivers who operated 52 rented vehicles for NBA All-Stars Week **[Carey Limo's June 27, 2025 spreadsheet provided in response to TEB's June 13, 2025 DR attached as "Attachment 4"]**. 14 of Carey Limo's 52 drivers were not registered as active in the DMV EPN Program. These 14 unauthorized drivers operated vehicles carrying more than 10 persons including the driver **[16 DMV EPN Screenshots of each of the 14 drivers without EPN authority and TEB analyst James Barbarick's affidavit attached as "Attachment 5"]**.

**Table 2**  
**Drivers not enrolled in the DMV EPN Program<sup>3</sup>**

Driver	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

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<sup>3</sup> DMV EPN: <https://dmvepn.my.site.com/audit/s/>

**3. Carey Limo utilized vehicles without verified California Highway Patrol (CHP) inspections in violation of G.O. 157-E, Part 1.06, Pub. Util. Code §5374.5, and California Vehicle Code (CVC) §34501 (c)(e). [19 counts]**

G.O. 157-E, Part 1.06 states: “Every charter-party carrier and its drivers shall comply with the provisions of the California Vehicle Code.” Vehicle Code Sections 34501(c) and (e) require carrier vehicles with a seating capacity of more than 10 people, including the driver, to pass a Highway Patrol inspection prior to receiving operating authority from the CPUC.

TEB reviewed the documentation provided by Carey Limo to TLAB and found no CHP inspection reports for 19 temporarily leased vehicles with a seating capacity of more than 10 people, including the driver, which Carey Limo uploaded to the Salesforce database [Attachment 6]. In response to a DR from TEB, Carey Limo admitted that it had not obtained CHP inspections for its temporarily leased vehicles [Attachment 7].<sup>4</sup>

**Table 3**  
**Carey Limo Vehicles Without CHP Inspections**

Vehicle Identification Number (VIN)	License Plate Number	Seating Capacity	Registered State
		15	Oregon
		15	Oregon
		15	Oregon
		15	Oregon
		15	Oregon
		15	Oregon
		15	California
		15	Oregon
		15	California
		15	Oregon
		15	California
		15	Oregon
		15	Oregon
		15	Oregon
		15	California
		12	California
		12	California

<sup>4</sup> See Carey Limo’s June 27, 2025, response to TEB’s June 13, 2025 DR Question 7.

				12	California
				12	Oregon

**4. Carey Limo failed to ensure all utilized vehicles underwent a 19-point vehicle inspection prior to operation in violation of G.O. 157-E, Part 4.05. [33 counts]**

G.O. 157-E, Part 4.05 states: “All charter-party carriers... shall ensure that every vehicle... utilized in its operations undergoes a 19-point vehicle inspection at a facility licensed by the California Bureau of Automotive Repair prior to initial operation.”

Carey Limo submitted documentation to TLAB that failed to include 19-point inspection records for 33 vehicles that Carey Limo temporarily leased and uploaded to the Salesforce database [**“Attachment 9” shows Carey Limo documentation submitted to the Salesforce database showing vehicles seating 10 or less passengers, including the driver**]. Carey Limo admitted that it did not have 19-point vehicle inspection records for the temporarily leased vehicles uploaded to the Salesforce database. [**Carey Limo’s June 27, 2025 Response to TEB’s June 13, 2025 DR attached as “Attachment 7”**].

**Table 4  
Carey Limo Vehicles Without a 19-Point Vehicle Inspection<sup>5</sup>**

<b>Vehicle Identification Number (VIN)</b>	<b>License Plate Number</b>	<b>Seating Capacity</b>	<b>Registered State</b>
		8	Illinois
		7	Illinois
		6	Nevada
		6	California
		6	California
		6	California
		6	Louisiana
		6	California
		6	Tennessee
		6	California
		6	California

<sup>5</sup> Based on **Attachment 9**, which lists temporary and permanent vehicles used during the NBA All-Star Week with a seating capacity of 10 passengers or less, including the driver.

				6	Virginia
				6	California
				6	Rhode Island
				6	California
				6	California
				6	California
				6	California
				6	California
				6	California
				6	Idaho
				6	California
				6	California
				6	Texas
				6	Massachusetts
				6	California
				6	New York
				6	California
				6	California
				6	California
				6	California
				6	Indiana
				6	Colorado

**5. Carey Limo failed to maintain complete waybills in violation of PU Code 5381.5 and G.O. 157-E, Part 3.01. [6 counts]**

G.O. 157-E, Part 3.01, requires charter-party carriers to maintain waybills in electronic or hardcopy format. The driver should be able to produce the waybill, if requested for inspection by a Commission or airport enforcement officer, or to an official of a city, county, or city and county. The waybills are required to contain nine (9) elements of information:

1. Name of carrier and TCP number.
2. Vehicle license plate number.
3. Driver's name.
4. Name and address of person requesting or arranging the charter.
5. Time and date when charter was arranged.
6. Whether the transportation was arranged by telephone, written contract or electronic communication.

7. Number of persons in the charter group.
8. Name of at least one passenger in the traveling party, or identifying information of the traveling party's affiliation.
9. Points of origination and destination.

Carey Limo reported a total of 318 trips over the six-day period from February 11<sup>th</sup> to February 17<sup>th</sup>. TEB staff reviewed Carey Limo's waybill documentation and determined that all 318 waybills were incomplete. **[A sample of Carey Limo waybills are attached as "Attachment 10"]**. The following required data were missing from all of Carey Limo's waybills:

- Name of carrier and TCP Number
- Driver's name
- Name and address of person requesting or arranging the charter
- Whether the transportation was arranged by telephone, written contact, or electronic communication
- Number of persons in the charter group
- Name of at least one passenger in the traveling party, or identifying information of the traveling party's affiliation

## CONCLUSION

TEB has ongoing safety concerns with Carey Limousine's operation practices, specifically the use of temporary vehicles and drivers for transporting passengers during short-term special events, such as the NBA All-Star Week. Carey facilitated the operation of sub-carriers without valid authority or sub-agreements. Carey and its sub-carriers also used drivers who were not registered as part of the DMV EPN Program, which is required by GO 157-E, Part 5.02. Carey used vehicles that did not undergo the required safety checks, which require passing CHP inspections and 19-point vehicle inspections. Finally, Carey's waybills are not compliant with the Commission's General Order requirements.

TEB has determined that Carey Limo violated the Public Utilities (Pub. Util.) Code and the General Order as described below. The violations occurred during the period of January 01, 2025, to February 28, 2025:

- (1) Utilized sub-carriers that did not possess Commission authority as a charter-party carrier and utilized a sub-carrier without a valid sub-agreement in violation of G.O. 157-E, Part 3.04. **[8 counts]**

- (2) Utilized drivers that were not enrolled in the Department of Motor Vehicles (DMV) Employer Pull Notice (EPN), in violation of PU Code §5374 (a)(1)(D) and G.O. 157-E, Part 5.02. **[14 counts]**
- (3) Utilized vehicles, for which CHP inspections were not verified prior to use as a charter-party carrier, in violation of G.O. 157-E, Part 1.06, Pub. Util. Code §5374.5, and California Vehicle Code (CVC) §34501 (c)(e). **[19 counts]**
- (4) Failed to ensure all utilized vehicles underwent a 19-point vehicle inspection in violation of G.O. 157-E, Part 4.05. **[33 counts]**
- (5) Failure to maintain waybills containing the nine distinct requirements as a charter-party carrier in violation of PU Code 5381.5 and G.O. 157-E, Part 3.01. **[6 counts]**



## DECLARATION

I have read the foregoing and know the contents thereof and I declare under penalty of perjury that the foregoing is true and correct, except as to those matters stated on information and belief, and to those matters, I believe to be true.

Executed on September 9, 2025, in Los Angeles, California.

*Shantanro Taylor*

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Shantanro Taylor, Sr. Enforcement Analyst

*James Barbarick JMB*

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James Barbarick, Enforcement Analyst

### **List of Attachments**

- Attachment 1. Carey Limo March 28, 2025 Data Request Response
- Attachment 2. Sub-carrier Agreements (first page of each contract agreement)
- Attachment 3. TLAB and Carey Limo Emails (in red)
- Attachment 4. 6.27.25 – Carey Provided Driver Spreadsheet
- Attachment 5. 16 DMV EPN Screenshots of each of the 14 drivers without EPN authority and TEB Analyst James Barbarick's affidavit
- Attachment 6. Equipment List of Temporary Large-Capacity Vehicles During NBA-All Star Week
- Attachment 7. Carey Limo June 27, 2025, Data Request Response
- Attachment 8. CHP and Carey Limo Emails
- Attachment 9. Equipment List of Permanent and Temporary Non-Large Capacity Vehicles during NBA-All Star Week
- Attachment 10. Waybills (sample of 10 out of the 318 waybills referenced)

# Attachment 1



Nathaniel R. Wilson  
Associate General Counsel

VIA EMAIL

March 28, 2025

California Public Utilities Commission  
Consumer Protection and Enforcement Division  
Attn: James Barbarick, Transportation Enforcement Branch  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298  
James.barbarick@cpuc.ca.gov

RE: Carey Limousine S.F., Inc.'s January and February 2025 Operations  
CPED Data Request No. 001

Mr. Barbarick:

This document submission is in response to your letter dated March 14, 2025 requesting documents related to Carey Limousine S.F., Inc.'s January and February 2025 Operations. The responsive documents may be accessed utilizing the link in my email and are organized as follows:

1. Provide the waybills for all intrastate TCP transportation performed by Carey Limousine S.F., Inc. from January 1, 2025, to February 28, 2025.

**See items in folder: CPED Data Request No. 001-01**

2. Provide a list of all sub-carriers that Carey Limousine S.F., Inc. contracted with to perform TCP transportation services from January 1, 2025, to February 28, 2025.

a. Your response shall (i) identify the date(s) that each sub-carriers began and ended services and (ii) include copies of all sub-carrier agreements Carey Limousine S.F., Inc. entered into with each sub-carrier.

**See items in folder: CPED Data Request No. 001-02**

3. Provide a list of all equipment Carey Limousine S.F., Inc. used to perform TCP transportation services between January 1, 2025, to February 28, 2025.

a. Your response shall identify the date(s) each vehicle entered and left Carey Limousine S.F., Inc.'s service.

**See items in folder: CPED Data Request No. 001-03**

4. Provide a list of all equipment Carey Limousine S.F., Inc. used to perform TCP transportation services between January 1, 2025, to February 28, 2025.

a. Your response shall identify the date(s) each vehicle entered and left Carey Limousine S.F., Inc.'s service.

**See items in folder: CPED Data Request No. 001-04**

5. Provide a Declaration of public liability and property damage insurance for all equipment Carey Limousine S.F., Inc. used to perform TCP transportation services from January 1, 2025, to February 28, 2025.

a. Your response shall include all endorsements, coverage letters or other communications from your insurance carrier identifying if and when coverage began or ended between January 1, 2025 and February 28, 2025.

**See items in folder: CPED Data Request No. 001-05**


6. Provide any insurance documents Carey Limousine S.F., Inc. received from sub-carriers under contract to perform TCP transportation services between January 1, 2025, to February 28, 2025.

**See items in folder: CPED Data Request No. 001-06**

Please advise if you are not able to access the documents and I will forward them in another manner. You may contact me with any questions regarding this submission moving forward.

Respectfully,

*Nathaniel Wilson*

NATHANIEL R. WILSON  
Associate General Counsel  
& Assistant Corporate Secretary  


# Attachment 2

# NBA ALL-STAR Farm-Out Agreement



FEBRUARY 11–FEBRUARY 18, 2025

This Farm-Out Agreement is made by and between Carey Limousine SF, Inc. ("Carey"), a Delaware corporation and BLUESKY SHUTTLE & BUS CHARTER ("Farm-Out Company"), a CALIFORNIA corporation, this 15 day of JANUARY, 2025 (the "Agreement").  
2026

WHEREAS, Carey is in the business of reserving, obtaining, and providing chauffeured vehicle services for its clients through a system of wholly owned, licensed, and affiliated companies;

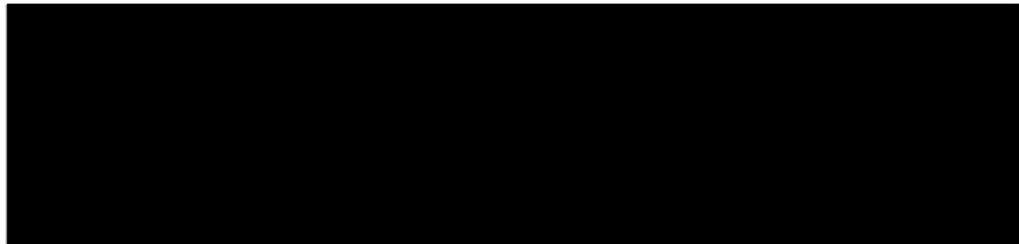
WHEREAS, Farm-Out Company operates a chauffeured transportation company, offering sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services;

WHEREAS, Carey is providing chauffeured vehicle services to Carey Worldwide Meetings & Events, a division of Carey, during NBA All-Star Weekend from 2/11 – 2/18, 2025 in and around the San Francisco, CA area.

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company during the Event on behalf of Carey Worldwide Meetings & Events, a division of Carey and its clients, and Farm-Out Company desires to provide such services to Carey;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services.** Farm-Out Company will provide chauffeured vehicle transportation, including sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services, to clients of Carey at times and locations designated in reservations transmitted to Farm-Out Company by Carey (the "Services") during the Event which commences on February 11-2025 and is scheduled to end on February 18, 2025. Farm-Out Company agrees that it shall perform the Services in a professional, business-like manner and that any and all chauffeurs engaged by Farm-Out Company to perform Services during the Event shall have all licenses and permits necessary for the operation of a for-hire chauffeured vehicle in the San Francisco, CA metropolitan area. Farm-Out Company further agrees that it will not subcontract any Services to any entity.
2. **Compensation.**



**Carey Limousine S.F., Inc.  
Farm-Out Agreement**

This Farm-Out Agreement ("Agreement") is made by and between Carey Limousine S.F., Inc. ("Carey SF") and NJC Pinnacle Holdings Inc. ("Farm-Out Company"), a California corporation, on this 3rd day of February, 2014 (the "Effective Date").

WHEREAS, Carey SF from time to time desires to obtain chauffeured driven service for its customers to supplement its own agents or employees;

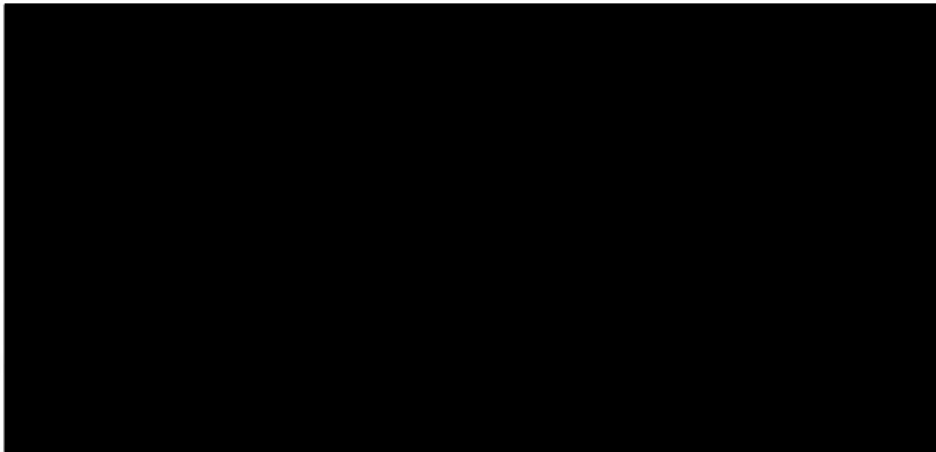
WHEREAS, Farm-Out Company operates a chauffeured transportation company offering such services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Services. Farm-Out Company will provide non-exclusive chauffeured vehicle transportation services at times and locations designated in reservations transmitted to Farm-Out Company by Carey SF and its affiliated companies (the "Services").<sup>1</sup> Farm-Out Company agrees that it shall perform the Services in a business-like and professional manner and shall at all times have all licenses and/or permits legally necessary for the operation of a chauffeured vehicle.

Nothing herein obligates Carey to provide reservations to Farm-Out Company during the term of this Agreement. Provision of such reservation to Farm-Out Company shall be at Carey SF's full discretion based on Carey SF's business needs

2. Compensation.



<sup>1</sup> Carey SF and its affiliates are collectively referred to as "Carey."

<sup>2</sup> A "Carey Client" is any client that is referred to the Farm-Out Company by Carey.

<sup>3</sup>



**CAREY LIMOUSINE S.F, INC.  
FARM-OUT AGREEMENT**



This Farm-Out Agreement is made by and between Carey Limousine S. F., Inc. and Carey ("Carey"), a Delaware corporation and AP Limousine Service LLC ("Farm-Out Company"), a California corporation, on this 15 day of December 2015 (the "Agreement").

WHEREAS, Carey is in the business of reserving and obtaining chauffeured vehicle services for its clients;

WHEREAS, for overflow and specialty vehicle jobs, Carey may service its clients through a system of independent chauffeured transportation Farm-Out companies, each of which also has its own clients;

WHEREAS, Farm-Out Company operates a chauffeured transportation company;

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company from time to time on behalf of its clients, and Farm-Out Company desires to provide such services to Carey's clients;

WHEREAS, Carey has developed the Carey Mobile Application (as defined herein) and associated software (the "Software" as defined herein) to efficiently facilitate the referral of requests for chauffeured transportation services from Carey Clients to Farm-Out Company and other Farm-Out companies on a non-exclusive basis; and

WHEREAS, Farm-Out Company desires to enter this Agreement for the purpose of, among other items discussed herein, accessing and using the Carey Mobile Application and associated Software in the future.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. Farm-Out Company will provide chauffeured vehicle transportation services to Carey Clients (as defined herein) at times and locations designated in reservations transmitted to Farm-Out Company by Carey and its affiliated companies (the "Services"). Farm-Out Company agrees that it shall perform the Services in a business-like manner and that any and all chauffeurs employed by Farm-Out Company shall have all licenses necessary for the operation of a chauffeured vehicle. Farm-Out Company further agrees that all services will be performed by Farm-Out Company employees, and that it will not subcontract any Services to any entity. In performance of the Services, Farm-Out Company may be enabled to utilize the Carey proprietary Mobile Application set forth in Schedule A.
2. Rates for Farm-Out Company Services. Carey will pay the Farm-Out Company based upon paragraph 3 (Compensation) of this Agreement.

**CAREY LIMOUSINE S.F, INC.  
FARM-OUT AGREEMENT**



This Farm-Out Agreement is made by and between Carey Limousine S. F., Inc. and Carey ("Carey"), a Delaware corporation and Classic Limo Service INC. ("Farm-Out Company"), a California corporation, on this 12TH day of JUNE 2017 (the "Agreement").

WHEREAS, Carey is in the business of reserving and obtaining chauffeured vehicle services for its clients;

WHEREAS, for overflow and specialty vehicle jobs, Carey may service its clients through a system of independent chauffeured transportation Farm-Out companies, each of which also has its own clients;

WHEREAS, Farm-Out Company operates a chauffeured transportation company;

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company from time to time on behalf of its clients, and Farm-Out Company desires to provide such services to Carey's clients;

WHEREAS, Carey has developed the Carey Mobile Application (as defined herein) and associated software (the "Software" as defined herein) to efficiently facilitate the referral of requests for chauffeured transportation services from Carey Clients to Farm-Out Company and other Farm-Out companies on a non-exclusive basis; and

WHEREAS, Farm-Out Company desires to enter this Agreement for the purpose of, among other items discussed herein, accessing and using the Carey Mobile Application and associated Software in the future.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. Farm-Out Company will provide chauffeured vehicle transportation services to Carey Clients (as defined herein) at times and locations designated in reservations transmitted to Farm-Out Company by Carey and its affiliated companies (the "Services"). Farm-Out Company agrees that it shall perform the Services in a business-like manner and that any and all chauffeurs employed by Farm-Out Company shall have all licenses necessary for the operation of a chauffeured vehicle. Farm-Out Company further agrees that all services will be performed by Farm-Out Company employees, and that it will not subcontract any Services to any entity. In performance of the Services, Farm-Out Company may be enabled to utilize the Carey proprietary Mobile Application set forth in Schedule A.
2. Rates for Farm-Out Company Services. Carey will pay the Farm-Out Company based upon paragraph 3 (Compensation) of this Agreement.

**Carey Limousine S.F., Inc.  
Farm-Out Agreement**

This Farm-Out Agreement ("Agreement") is made by and between Carey Limousine S.F., Inc. ("Carey SF") and ("Farm-Out Company"), a California corporation, on this 4th day of August, 2016 (the "Effective Date").

WHEREAS, Carey SF from time to time desires to obtain chauffeured driven service for its customers to supplement its own agents or employees;

WHEREAS, Farm-Out Company operates a chauffeured transportation company offering such services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Services. Farm-Out Company will provide non-exclusive chauffeured vehicle transportation services at times and locations designated in reservations transmitted to Farm-Out Company by Carey SF and its affiliated companies (the "Services").<sup>1</sup> Farm-Out Company agrees that it shall perform the Services in a business-like and professional manner and shall at all times have all licenses and/or permits legally necessary for the operation of a chauffeured vehicle.

Nothing herein obligates Carey to provide reservations to Farm-Out Company during the term of this Agreement. Provision of such reservation to Farm-Out Company shall be at Carey SF's full discretion based on Carey SF's business needs

2. Compensation.

a. 

<sup>1</sup> Carey SF and its affiliates are collectively referred to as "Carey."

<sup>2</sup> A "Carey Client" is any client that is referred to the Farm-Out Company by Carey.

<sup>3</sup> 

## Carey Limousine SF, Inc. Farm-Out Agreement



This Farm-Out Agreement is made by and between Carey Limousine SF, Inc., a Delaware corporation and Kei Limousine LLC ("Farm-Out Company"), a California corporation, on this 5<sup>th</sup> day of August, 2022 (the "Agreement").

WHEREAS, Carey is in the business of reserving and obtaining chauffeured vehicle services for its clients;

WHEREAS, for overflow and specialty vehicle jobs, Carey may service its clients through a system of independent chauffeured transportation Farm-Out companies, each of which also has its own clients;

WHEREAS, Farm-Out Company operates a chauffeured transportation company;

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company from time to time on behalf of its clients, and Farm-Out Company desires to provide such services to Carey's clients;

WHEREAS, Carey has developed the Carey Mobile Application (as defined herein) and associated software (the "Software" as defined herein) to efficiently facilitate the referral of requests for chauffeured transportation services from Carey Clients to Farm-Out Company and other Farm-Out companies on a non-exclusive basis; and

WHEREAS, Farm-Out Company desires to enter this Agreement for the purpose of, among other items discussed herein, accessing and using the Carey Mobile Application and associated Software in the future.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. Farm-Out Company will provide chauffeured vehicle transportation services to Carey Clients (as defined herein) at times and locations designated in reservations transmitted to Farm-Out Company by Carey and its affiliated companies (the "Services"). Farm-Out Company agrees that it shall perform the Services in a business-like manner and that any and all chauffeurs employed by Farm-Out Company shall have all licenses necessary for the operation of a chauffeured vehicle. Farm-Out Company further agrees that all services will be performed by Farm-Out Company employees, and that it will not subcontract any Services to any entity. In performance of the Services, Farm-Out Company may be enabled to utilize the Carey proprietary Mobile Application set forth in Schedule A.
2. Rates for Farm-Out Company Services. Carey will pay the Farm-Out Company based upon paragraph 3 (Compensation) of this Agreement.
3. Compensation.

**Carey Limousine SF., Inc.  
Farm-out Agreement**

This Farm-out Agreement is made by and between Carey Limousine SF., Inc. ("Carey"), a Delaware corporation, and ~~CAPITOL LIMOUSINE~~ Farm-out Company ("Farm-out Company"), a Delaware corporation, this \_\_\_\_ day of \_\_\_\_, 2005.

WHEREAS, Carey operates a chauffeured transportation company, offering sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services;

WHEREAS, Farm-out Company operates a chauffeured transportation company, offering sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services;

WHEREAS, Carey desires to ascertain the chauffeured vehicle services provided by Farm-out Company from time to time on behalf of its clients, and Farm-out Company desires to provide such services to Carey's clients;

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. Farm-out Company will provide chauffeured vehicle transportation, including sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services, to clients of Carey at times and locations designated in reservations transmitted to Farm-out Company by Carey and its subsidiary companies (the "Services"). Farm-out Company agrees that it shall perform the Services in a business-like manner and that any and all chauffeurs engaged by Farm-out Company shall have all licenses necessary for the operation of a chauffeured vehicle. Farm-out Company further agrees that it will not subcontract any Services to any entity.

2.

3.

## Carey Limousine SF, Inc. Farm-Out Agreement

**CAREY**

This Farm-Out Agreement is made by and between Carey Limousine SF, Inc., a Delaware corporation and Golden Transportation, LLC ("Farm-Out Company"), a CA corporation, on this 15<sup>th</sup> day of December, 2023 (the "Agreement").

WHEREAS, Carey is in the business of reserving and obtaining chauffeured vehicle services for its clients;

WHEREAS, for overflow and specialty vehicle jobs, Carey may service its clients through a system of independent chauffeured transportation Farm-Out companies, each of which also has its own clients;

WHEREAS, Farm-Out Company operates a chauffeured transportation company;

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company from time to time on behalf of its clients, and Farm-Out Company desires to provide such services to Carey's clients;

WHEREAS, Carey has developed the Carey Mobile Application (as defined herein) and associated software (the "Software" as defined herein) to efficiently facilitate the referral of requests for chauffeured transportation services from Carey Clients to Farm-Out Company and other Farm-Out companies on a non-exclusive basis; and

WHEREAS, Farm-Out Company desires to enter this Agreement for the purpose of, among other items discussed herein, accessing and using the Carey Mobile Application and associated Software in the future.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. Farm-Out Company will provide chauffeured vehicle transportation services to Carey Clients (as defined herein) at times and locations designated in reservations transmitted to Farm-Out Company by Carey and its affiliated companies (the "Services"). Farm-Out Company agrees that it shall perform the Services in a business-like manner and that any and all chauffeurs employed by Farm-Out Company shall have all licenses necessary for the operation of a chauffeured vehicle. Farm-Out Company further agrees that all services will be performed by Farm-Out Company employees, and that it will not subcontract any Services to any entity. In performance of the Services, Farm-Out Company may be enabled to utilize the Carey proprietary Mobile Application set forth in Schedule A.
2. Rates for Farm-Out Company Services. Carey will pay the Farm-Out Company based upon paragraph 3 (Compensation) of this Agreement.
3. Compensation.

**Carey Limousine S.F., Inc.  
Farm-Out Agreement**

This Farm-Out Agreement ("Agreement") is made by and between Carey Limousine S.F., Inc. ("Carey SF") and Super Chauffeured Services Inc. ("Farm-Out Company"), a California corporation, on this 15th day of November, 2012 (the "Effective Date").

WHEREAS, Carey SF from time to time desires to obtain chauffeured driven service for its customers to supplement its own agents or employees;

WHEREAS, Farm-Out Company operates a chauffeured transportation company offering such services;

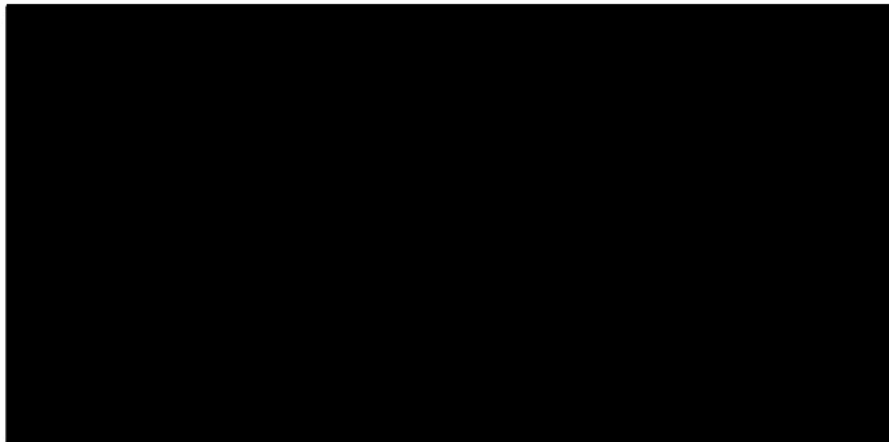
NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Services. Farm-Out Company will provide non-exclusive chauffeured vehicle transportation services at times and locations designated in reservations transmitted to Farm-Out Company by Carey SF and its affiliated companies (the "Services").<sup>1</sup> Farm-Out Company agrees that it shall perform the Services in a business-like and professional manner and shall at all times have all licenses and/or permits legally necessary for the operation of a chauffeured vehicle.

Nothing herein obligates Carey to provide reservations to Farm-Out Company during the term of this Agreement. Provision of such reservation to Farm-Out Company shall be at Carey SF's full discretion based on Carey SF's business needs

2. Compensation.

a.



<sup>1</sup> Carey SF and its affiliates are collectively referred to as "Carey."

<sup>2</sup> A "Carey Client" is any client that is referred to the Farm-Out Company by Carey.

<sup>3</sup>



## Carey Limousine SF, Inc. Farm-Out Agreement

**CAREY**

This Farm-Out Agreement is made by and between Carey Limousine SF, Inc., a Delaware corporation and Preferred Commuter LLC ("Farm-Out Company"), a California corporation, on this 5<sup>th</sup> day of August, 2022 (the "Agreement").

WHEREAS, Carey is in the business of reserving and obtaining chauffeured vehicle services for its clients;

WHEREAS, for overflow and specialty vehicle jobs, Carey may service its clients through a system of independent chauffeured transportation Farm-Out companies, each of which also has its own clients;

WHEREAS, Farm-Out Company operates a chauffeured transportation company;

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company from time to time on behalf of its clients, and Farm-Out Company desires to provide such services to Carey's clients;

WHEREAS, Carey has developed the Carey Mobile Application (as defined herein) and associated software (the "Software" as defined herein) to efficiently facilitate the referral of requests for chauffeured transportation services from Carey Clients to Farm-Out Company and other Farm-Out companies on a non-exclusive basis; and

WHEREAS, Farm-Out Company desires to enter this Agreement for the purpose of, among other items discussed herein, accessing and using the Carey Mobile Application and associated Software in the future.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. Farm-Out Company will provide chauffeured vehicle transportation services to Carey Clients (as defined herein) at times and locations designated in reservations transmitted to Farm-Out Company by Carey and its affiliated companies (the "Services"). Farm-Out Company agrees that it shall perform the Services in a business-like manner and that any and all chauffeurs employed by Farm-Out Company shall have all licenses necessary for the operation of a chauffeured vehicle. Farm-Out Company further agrees that all services will be performed by Farm-Out Company employees, and that it will not subcontract any Services to any entity. In performance of the Services, Farm-Out Company may be enabled to utilize the Carey proprietary Mobile Application set forth in Schedule A.
2. Rates for Farm-Out Company Services. Carey will pay the Farm-Out Company based upon paragraph 3 (Compensation) of this Agreement.
3. Compensation.



**Carey Limousine S.F., Inc.  
Farm-Out Agreement**

This Farm-Out Agreement ("Agreement") is made by and between Carey Limousine S.F., Inc. ("Carey SF") and ("Farm-Out Company"), a California corporation, on this 13th day of May, 2014 (the "Effective Date").

WHEREAS, Carey SF from time to time desires to obtain chauffeured driven service for its customers to supplement its own agents or employees;

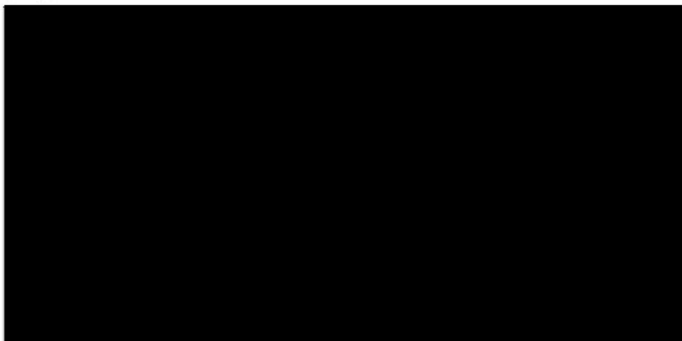
WHEREAS, Farm-Out Company operates a chauffeured transportation company offering such services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Services. Farm-Out Company will provide non-exclusive chauffeured vehicle transportation services at times and locations designated in reservations transmitted to Farm-Out Company by Carey SF and its affiliated companies (the "Services").<sup>1</sup> Farm-Out Company agrees that it shall perform the Services in a business-like and professional manner and shall at all times have all licenses and/or permits legally necessary for the operation of a chauffeured vehicle.

Nothing herein obligates Carey to provide reservations to Farm-Out Company during the term of this Agreement. Provision of such reservation to Farm-Out Company shall be at Carey SF's full discretion based on Carey SF's business needs

2. Compensation.



<sup>1</sup> Carey SF and its affiliates are collectively referred to as "Carey."  
<sup>2</sup> A "Carey Client" is any client that is referred to the Farm-Out Company by Carey.  
<sup>3</sup>

# 9901

**Carey Limousine SF, Inc.  
Farm-Out Agreement**

**CAREY**

This Farm-Out Agreement is made by and between Carey Limousine SF, Inc., a Delaware corporation and Tahoe Truckee Executive Car Service LLC ("Farm-Out Company"), a CA corporation, on this 9<sup>th</sup> day of September, 2022 (the "Agreement").

WHEREAS, Carey is in the business of reserving and obtaining chauffeured vehicle services for its clients;

WHEREAS, for overflow and specialty vehicle jobs, Carey may service its clients through a system of independent chauffeured transportation Farm-Out companies, each of which also has its own clients;

WHEREAS, Farm-Out Company operates a chauffeured transportation company;

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company from time to time on behalf of its clients, and Farm-Out Company desires to provide such services to Carey's clients;

WHEREAS, Carey has developed the Carey Mobile Application (as defined herein) and associated software (the "Software" as defined herein) to efficiently facilitate the referral of requests for chauffeured transportation services from Carey Clients to Farm-Out Company and other Farm-Out companies on a non-exclusive basis; and

WHEREAS, Farm-Out Company desires to enter this Agreement for the purpose of, among other items discussed herein, accessing and using the Carey Mobile Application and associated Software in the future.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. Farm-Out Company will provide chauffeured vehicle transportation services to Carey Clients (as defined herein) at times and locations designated in reservations transmitted to Farm-Out Company by Carey and its affiliated companies (the "Services"). Farm-Out Company agrees that it shall perform the Services in a business-like manner and that any and all chauffeurs employed by Farm-Out Company shall have all licenses necessary for the operation of a chauffeured vehicle. Farm-Out Company further agrees that all services will be performed by Farm-Out Company employees, and that it will not subcontract any Services to any entity. In performance of the Services, Farm-Out Company may be enabled to utilize the Carey proprietary Mobile Application set forth in Schedule A.
2. Rates for Farm-Out Company Services. Carey will pay the Farm-Out Company based upon paragraph 3 (Compensation) of this Agreement.
3. Compensation.

## Carey Limousine SF, Inc. Farm-Out Agreement

**CAREY®**

This Farm-Out Agreement is made by and between Carey Limousine SF, Inc., a Delaware corporation and Alamo's Square Shuttle LLC ("Farm-Out Company"), a CA corporation, on this 4<sup>th</sup> day of January, 2023 (the "Agreement").

WHEREAS, Carey is in the business of reserving and obtaining chauffeured vehicle services for its clients;

WHEREAS, for overflow and specialty vehicle jobs, Carey may service its clients through a system of independent chauffeured transportation Farm-Out companies, each of which also has its own clients;

WHEREAS, Farm-Out Company operates a chauffeured transportation company;

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company from time to time on behalf of its clients, and Farm-Out Company desires to provide such services to Carey's clients;

WHEREAS, Carey has developed the Carey Mobile Application (as defined herein) and associated software (the "Software" as defined herein) to efficiently facilitate the referral of requests for chauffeured transportation services from Carey Clients to Farm-Out Company and other Farm-Out companies on a non-exclusive basis; and

WHEREAS, Farm-Out Company desires to enter this Agreement for the purpose of, among other items discussed herein, accessing and using the Carey Mobile Application and associated Software in the future.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. Farm-Out Company will provide chauffeured vehicle transportation services to Carey Clients (as defined herein) at times and locations designated in reservations transmitted to Farm-Out Company by Carey and its affiliated companies (the "Services"). Farm-Out Company agrees that it shall perform the Services in a business-like manner and that any and all chauffeurs employed by Farm-Out Company shall have all licenses necessary for the operation of a chauffeured vehicle. Farm-Out Company further agrees that all services will be performed by Farm-Out Company employees, and that it will not subcontract any Services to any entity. In performance of the Services, Farm-Out Company may be enabled to utilize the Carey proprietary Mobile Application set forth in Schedule A.
2. Rates for Farm-Out Company Services. Carey will pay the Farm-Out Company based upon paragraph 3 (Compensation) of this Agreement.
3. Compensation.

**Carey Limousine S.F., Inc.  
Farm-Out Agreement**

This Farm-Out Agreement ("Agreement") is made by and between Carey Limousine S.F., Inc. ("Carey SF") and Aloha Limousine Service, ("Farm-Out Company"), a California corporation, on this 15th day of November, 2012 (the "Effective Date").

WHEREAS, Carey SF from time to time desires to obtain chauffeured driven service for its customers to supplement its own agents or employees;

WHEREAS, Farm-Out Company operates a chauffeured transportation company offering such services;

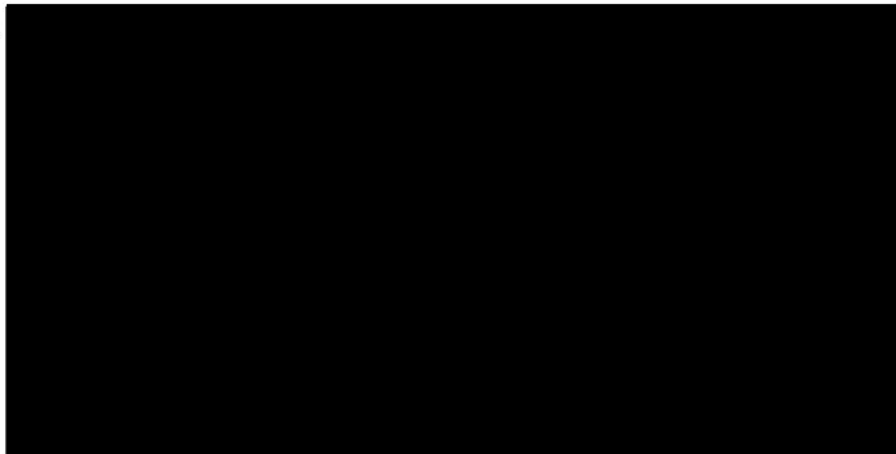
NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Services. Farm-Out Company will provide non-exclusive chauffeured vehicle transportation services at times and locations designated in reservations transmitted to Farm-Out Company by Carey SF and its affiliated companies (the "Services").<sup>1</sup> Farm-Out Company agrees that it shall perform the Services in a business-like and professional manner and shall at all times have all licenses and/or permits legally necessary for the operation of a chauffeured vehicle.

Nothing herein obligates Carey to provide reservations to Farm-Out Company during the term of this Agreement. Provision of such reservation to Farm-Out Company shall be at Carey SF's full discretion based on Carey SF's business needs

2. Compensation.

a.



<sup>1</sup> Carey SF and its affiliates are collectively referred to as "Carey."

<sup>2</sup> A "Carey Client" is any client that is referred to the Farm-Out Company by Carey.

<sup>3</sup>

## Carey Limousine SF, Inc. Farm-Out Agreement

**CAREY**

This Farm-Out Agreement is made by and between Carey Limousine SF, Inc., a Delaware corporation and BLACK GOLD LIMO LLC ("Farm-Out Company"), a CALIFORNIA corporation, on this 12<sup>th</sup> day of March, 2024 (the "Agreement").

WHEREAS, Carey is in the business of reserving and obtaining chauffeured vehicle services for its clients;

WHEREAS, for overflow and specialty vehicle jobs, Carey may service its clients through a system of independent chauffeured transportation Farm-Out companies, each of which also has its own clients;

WHEREAS, Farm-Out Company operates a chauffeured transportation company;

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company from time to time on behalf of its clients, and Farm-Out Company desires to provide such services to Carey's clients;

WHEREAS, Carey has developed the Carey Mobile Application (as defined herein) and associated software (the "Software" as defined herein) to efficiently facilitate the referral of requests for chauffeured transportation services from Carey Clients to Farm-Out Company and other Farm-Out companies on a non-exclusive basis; and

WHEREAS, Farm-Out Company desires to enter this Agreement for the purpose of, among other items discussed herein, accessing and using the Carey Mobile Application and associated Software in the future.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. Farm-Out Company will provide chauffeured vehicle transportation services to Carey Clients (as defined herein) at times and locations designated in reservations transmitted to Farm-Out Company by Carey and its affiliated companies (the "Services"). Farm-Out Company agrees that it shall perform the Services in a business-like manner and that any and all chauffeurs employed by Farm-Out Company shall have all licenses necessary for the operation of a chauffeured vehicle. Farm-Out Company further agrees that all services will be performed by Farm-Out Company employees, and that it will not subcontract any Services to any entity. In performance of the Services, Farm-Out Company may be enabled to utilize the Carey proprietary Mobile Application set forth in Schedule A.
2. Rates for Farm-Out Company Services. Carey will pay the Farm-Out Company based upon paragraph 3 (Compensation) of this Agreement.
3. Compensation.

9/2

## Carey Limousine SF, Inc. Farm-Out Agreement



This Farm-Out Agreement is made by and between Carey Limousine SF, Inc., a Delaware corporation and Genesis Limousines LLC ("Farm-Out Company"), a CA corporation, on this 16<sup>th</sup> day of March, 2022 (the "Agreement").

WHEREAS, Carey is in the business of reserving and obtaining chauffeured vehicle services for its clients;

WHEREAS, for overflow and specialty vehicle jobs, Carey may service its clients through a system of independent chauffeured transportation Farm-Out companies, each of which also has its own clients;

WHEREAS, Farm-Out Company operates a chauffeured transportation company;

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company from time to time on behalf of its clients, and Farm-Out Company desires to provide such services to Carey's clients;

WHEREAS, Carey has developed the Carey Mobile Application (as defined herein) and associated software (the "Software" as defined herein) to efficiently facilitate the referral of requests for chauffeured transportation services from Carey Clients to Farm-Out Company and other Farm-Out companies on a non-exclusive basis; and

WHEREAS, Farm-Out Company desires to enter this Agreement for the purpose of, among other items discussed herein, accessing and using the Carey Mobile Application and associated Software in the future.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. Farm-Out Company will provide chauffeured vehicle transportation services to Carey Clients (as defined herein) at times and locations designated in reservations transmitted to Farm-Out Company by Carey and its affiliated companies (the "Services"). Farm-Out Company agrees that it shall perform the Services in a business-like manner and that any and all chauffeurs employed by Farm-Out Company shall have all licenses necessary for the operation of a chauffeured vehicle. Farm-Out Company further agrees that all services will be performed by Farm-Out Company employees, and that it will not subcontract any Services to any entity. In performance of the Services, Farm-Out Company may be enabled to utilize the Carey proprietary Mobile Application set forth in Schedule A.
2. Rates for Farm-Out Company Services. Carey will pay the Farm-Out Company based upon paragraph 3 (Compensation) of this Agreement.
3. Compensation.

## Carey Limousine SF, Inc. Farm-Out Agreement

**CAREY**

This Farm-Out Agreement is made by and between Carey Limousine SF, Inc., a Delaware corporation and BJ Travel and Limousine Inc ("Farm-Out Company"), a CA corporation, on this 28<sup>th</sup> day of January, 2019 (the "Agreement").

WHEREAS, Carey is in the business of reserving and obtaining chauffeured vehicle services for its clients;

WHEREAS, for overflow and specialty vehicle jobs, Carey may service its clients through a system of independent chauffeured transportation Farm-Out companies, each of which also has its own clients;

WHEREAS, Farm-Out Company operates a chauffeured transportation company;

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company from time to time on behalf of its clients, and Farm-Out Company desires to provide such services to Carey's clients;

WHEREAS, Carey has developed the Carey Mobile Application (as defined herein) and associated software (the "Software" as defined herein) to efficiently facilitate the referral of requests for chauffeured transportation services from Carey Clients to Farm-Out Company and other Farm-Out companies on a non-exclusive basis; and

WHEREAS, Farm-Out Company desires to enter this Agreement for the purpose of, among other items discussed herein, accessing and using the Carey Mobile Application and associated Software in the future.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. Farm-Out Company will provide chauffeured vehicle transportation services to Carey Clients (as defined herein) at times and locations designated in reservations transmitted to Farm-Out Company by Carey and its affiliated companies (the "Services"). Farm-Out Company agrees that it shall perform the Services in a business-like manner and that any and all chauffeurs employed by Farm-Out Company shall have all licenses necessary for the operation of a chauffeured vehicle. Farm-Out Company further agrees that all services will be performed by Farm-Out Company employees, and that it will not subcontract any Services to any entity. In performance of the Services, Farm-Out Company may be enabled to utilize the Carey proprietary Mobile Application set forth in Schedule A.
2. Rates for Farm-Out Company Services. Carey will pay the Farm-Out Company based upon paragraph 3 (Compensation) of this Agreement.
3. Compensation.

**CAREY LIMOUSINE S.F., INC.  
FARM-OUT AGREEMENT**



This Farm-Out Agreement is made by and between Carey Limousine S. F., Inc. and Carey ("Carey"), a Delaware corporation and Epic Limousine ("Farm-Out Company"), a California corporation, on this 23 day of May, 2016 (the "Agreement").

WHEREAS, Carey is in the business of reserving and obtaining chauffeured vehicle services for its clients;

WHEREAS, for overflow and specialty vehicle jobs, Carey may service its clients through a system of independent chauffeured transportation Farm-Out companies, each of which also has its own clients;

WHEREAS, Farm-Out Company operates a chauffeured transportation company;

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company from time to time on behalf of its clients, and Farm-Out Company desires to provide such services to Carey's clients;

WHEREAS, Carey has developed the Carey Mobile Application (as defined herein) and associated software (the "Software" as defined herein) to efficiently facilitate the referral of requests for chauffeured transportation services from Carey Clients to Farm-Out Company and other Farm-Out companies on a non-exclusive basis; and

WHEREAS, Farm-Out Company desires to enter this Agreement for the purpose of, among other items discussed herein, accessing and using the Carey Mobile Application and associated Software in the future.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services.** Farm-Out Company will provide chauffeured vehicle transportation services to Carey Clients (as defined herein) at times and locations designated in reservations transmitted to Farm-Out Company by Carey and its affiliated companies (the "Services"). Farm-Out Company agrees that it shall perform the Services in a business-like manner and that any and all chauffeurs employed by Farm-Out Company shall have all licenses necessary for the operation of a chauffeured vehicle. Farm-Out Company further agrees that all services will be performed by Farm-Out Company employees, and that it will not subcontract any Services to any entity. In performance of the Services, Farm-Out Company may be enabled to utilize the Carey proprietary Mobile Application set forth in Schedule A.
2. **Rates for Farm-Out Company Services.** Carey will pay the Farm-Out Company based upon paragraph 3 (Compensation) of this Agreement.



**CAREY LIMOUSINE S.F, INC.  
FARM-OUT AGREEMENT**



This Farm-Out Agreement is made by and between Carey Limousine S. F., Inc. and Carey ("Carey"), a Delaware corporation and Noble A, Limousine and Sedan Transport ("Farm-Out Company"), a California corporation, on this 11 day of May, 2016 (the "Agreement").

WHEREAS, Carey is in the business of reserving and obtaining chauffeured vehicle services for its clients;

WHEREAS, for overflow and specialty vehicle jobs, Carey may service its clients through a system of independent chauffeured transportation Farm-Out companies, each of which also has its own clients;

WHEREAS, Farm-Out Company operates a chauffeured transportation company;

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company from time to time on behalf of its clients, and Farm-Out Company desires to provide such services to Carey's clients;

WHEREAS, Carey has developed the Carey Mobile Application (as defined herein) and associated software (the "Software" as defined herein) to efficiently facilitate the referral of requests for chauffeured transportation services from Carey Clients to Farm-Out Company and other Farm-Out companies on a non-exclusive basis; and

WHEREAS, Farm-Out Company desires to enter this Agreement for the purpose of, among other items discussed herein, accessing and using the Carey Mobile Application and associated Software in the future.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. Farm-Out Company will provide chauffeured vehicle transportation services to Carey Clients (as defined herein) at times and locations designated in reservations transmitted to Farm-Out Company by Carey and its affiliated companies (the "Services"). Farm-Out Company agrees that it shall perform the Services in a business-like manner and that any and all chauffeurs employed by Farm-Out Company shall have all licenses necessary for the operation of a chauffeured vehicle. Farm-Out Company further agrees that all services will be performed by Farm-Out Company employees, and that it will not subcontract any Services to any entity. In performance of the Services, Farm-Out Company may be enabled to utilize the Carey proprietary Mobile Application set forth in Schedule A.
2. Rates for Farm-Out Company Services. Carey will pay the Farm-Out Company based upon paragraph 3 (Compensation) of this Agreement.

# NBA ALL-STAR Farm-Out Agreement



FEBRUARY 11– FEBRUARY 18, 2025

This Farm-Out Agreement is made by and between Carey Limousine SF, Inc. ("Carey"), a Delaware corporation and CAREY SAN DIEGO ("Farm-Out Company"), a CALIFORNIA corporation, this 13<sup>th</sup> day of DECEMBER, 2024 (the "Agreement").

WHEREAS, Carey is in the business of reserving, obtaining, and providing chauffeured vehicle services for its clients through a system of wholly owned, licensed, and affiliated companies;

WHEREAS, Farm-Out Company operates a chauffeured transportation company, offering sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services;

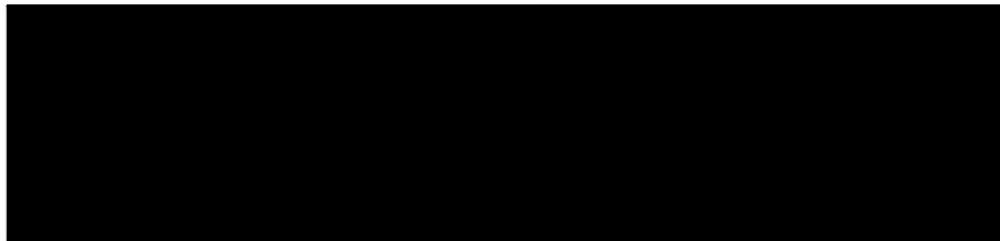
WHEREAS, Carey is providing chauffeured vehicle services to Carey Worldwide Meetings & Events, a division of Carey, during NBA All-Star Weekend from 2/11 – 2/18, 2025 in and around the San Francisco, CA area.

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company during the Event on behalf of Carey Worldwide Meetings & Events, a division of Carey and its clients, and Farm-Out Company desires to provide such services to Carey;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services.** Farm-Out Company will provide chauffeured vehicle transportation, including sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services, to clients of Carey at times and locations designated in reservations transmitted to Farm-Out Company by Carey (the "Services") during the Event which commences on February 11-2025 and is scheduled to end on February 18, 2025. Farm-Out Company agrees that it shall perform the Services in a professional, business-like manner and that any and all chauffeurs engaged by Farm-Out Company to perform Services during the Event shall have all licenses and permits necessary for the operation of a for-hire chauffeured vehicle in the San Francisco, CA metropolitan area. Farm-Out Company further agrees that it will not subcontract any Services to any entity.

2. **Compensation.**



# NBA ALL-STAR Farm-Out Agreement



FEBRUARY 11–FEBRUARY 18, 2025

This Farm-Out Agreement is made by and between Carey Limousine SF, Inc. ("Carey"), a Delaware corporation and IB LUXURY TRANSPORT ("Farm-Out Company"), a CHICAGO corporation, this 2/11 day of 2/18, 2025 (the "Agreement").

WHEREAS, Carey is in the business of reserving, obtaining, and providing chauffeured vehicle services for its clients through a system of wholly owned, licensed, and affiliated companies;

WHEREAS, Farm-Out Company operates a chauffeured transportation company, offering sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services;

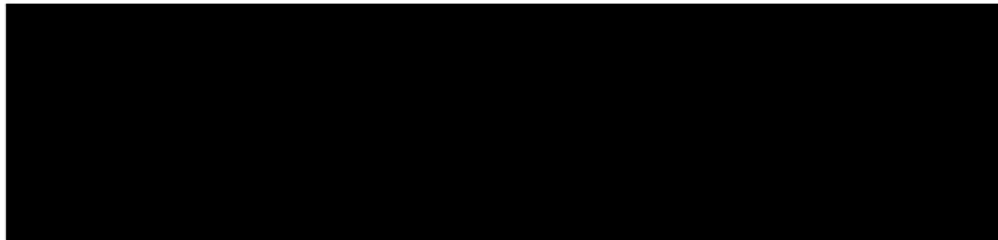
WHEREAS, Carey is providing chauffeured vehicle services to Carey Worldwide Meetings & Events, a division of Carey, during NBA All-Star Weekend from 2/11 – 2/18, 2025 in and around the San Francisco, CA area.

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company during the Event on behalf of Carey Worldwide Meetings & Events, a division of Carey and its clients, and Farm-Out Company desires to provide such services to Carey;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services.** Farm-Out Company will provide chauffeured vehicle transportation, including sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services, to clients of Carey at times and locations designated in reservations transmitted to Farm-Out Company by Carey (the "Services") during the Event which commences on February 11-2025 and is scheduled to end on February 18, 2025. Farm-Out Company agrees that it shall perform the Services in a professional, business-like manner and that any and all chauffeurs engaged by Farm-Out Company to perform Services during the Event shall have all licenses and permits necessary for the operation of a for-hire chauffeured vehicle in the San Francisco, CA metropolitan area. Farm-Out Company further agrees that it will not subcontract any Services to any entity.

2. **Compensation.**



# NBA ALL-STAR Farm-Out Agreement

**CAREY®**

FEBRUARY 11–FEBRUARY 18, 2025

This Farm-Out Agreement is made by and between Carey Limousine SF, Inc. ("Carey"), a Delaware corporation and Ace Luxury ("Farm-Out Company"), a LLC corporation, this 4th day of December, 2024 (the "Agreement").

WHEREAS, Carey is in the business of reserving, obtaining, and providing chauffeured vehicle services for its clients through a system of wholly owned, licensed, and affiliated companies;

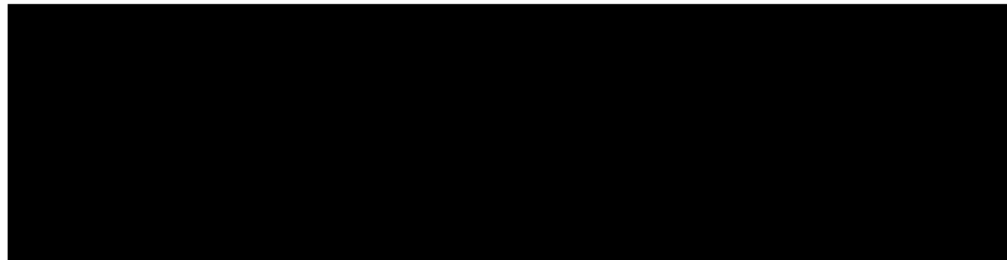
WHEREAS, Farm-Out Company operates a chauffeured transportation company, offering sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services;

WHEREAS, Carey is providing chauffeured vehicle services to Carey Worldwide Meetings & Events, a division of Carey, during NBA All-Star Weekend from 2/11 – 2/18, 2025 in and around the San Francisco, CA area.

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company during the Event on behalf of Carey Worldwide Meetings & Events, a division of Carey and its clients, and Farm-Out Company desires to provide such services to Carey;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services.** Farm-Out Company will provide chauffeured vehicle transportation, including sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services, to clients of Carey at times and locations designated in reservations transmitted to Farm-Out Company by Carey (the "Services") during the Event which commences on February 11-2025 and is scheduled to end on February 18, 2025. Farm-Out Company agrees that it shall perform the Services in a professional, business-like manner and that any and all chauffeurs engaged by Farm-Out Company to perform Services during the Event shall have all licenses and permits necessary for the operation of a for-hire chauffeured vehicle in the San Francisco, CA metropolitan area. Farm-Out Company further agrees that it will not subcontract any Services to any entity.
2. **Compensation.**



# NBA ALL-STAR Farm-Out Agreement

**CAREY®**

FEBRUARY 11–FEBRUARY 18, 2025

This Farm-Out Agreement is made by and between Carey Limousine SF, Inc. ("Carey"), a Delaware corporation and Velegance ("Farm-Out Company"), a SS corporation, this 1 day of Jan, 2025 (the "Agreement").

WHEREAS, Carey is in the business of reserving, obtaining, and providing chauffeured vehicle services for its clients through a system of wholly owned, licensed, and affiliated companies;

WHEREAS, Farm-Out Company operates a chauffeured transportation company, offering sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services;

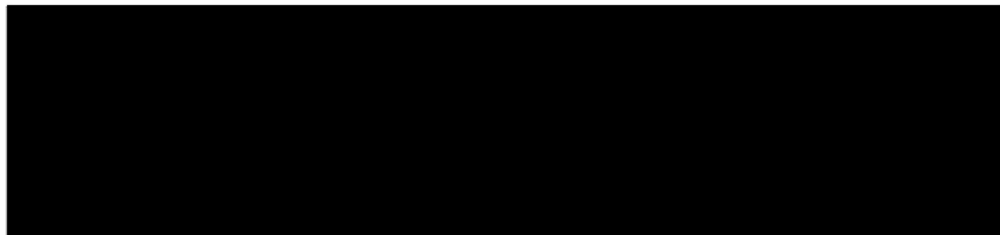
WHEREAS, Carey is providing chauffeured vehicle services to Carey Worldwide Meetings & Events, a division of Carey, during NBA All-Star Weekend from 2/11 – 2/18, 2025 in and around the San Francisco, CA area.

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company during the Event on behalf of Carey Worldwide Meetings & Events, a division of Carey and its clients, and Farm-Out Company desires to provide such services to Carey;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services.** Farm-Out Company will provide chauffeured vehicle transportation, including sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services, to clients of Carey at times and locations designated in reservations transmitted to Farm-Out Company by Carey (the "Services") during the Event which commences on February 11-2025 and is scheduled to end on February 18, 2025. Farm-Out Company agrees that it shall perform the Services in a professional, business-like manner and that any and all chauffeurs engaged by Farm-Out Company to perform Services during the Event shall have all licenses and permits necessary for the operation of a for-hire chauffeured vehicle in the San Francisco, CA metropolitan area. Farm-Out Company further agrees that it will not subcontract any Services to any entity.

2. **Compensation.**





# NBA ALL-STAR Farm-Out Agreement



FEBRUARY 11–FEBRUARY 18, 2025

This Farm-Out Agreement is made by and between Carey Limousine SF, Inc. ("Carey"), a Delaware corporation and Maximus Transportation ("Farm-Out Company"), a LLC corporation, this 21 day of NOVEMBER, 2025 (the "Agreement").

WHEREAS, Carey is in the business of reserving, obtaining, and providing chauffeured vehicle services for its clients through a system of wholly owned, licensed, and affiliated companies;

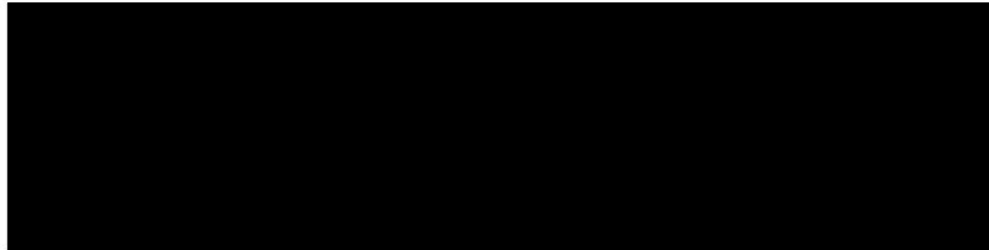
WHEREAS, Farm-Out Company operates a chauffeured transportation company, offering sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services;

WHEREAS, Carey is providing chauffeured vehicle services to Carey Worldwide Meetings & Events, a division of Carey, during NBA All-Star Weekend from 2/11 – 2/18, 2025 in and around the San Francisco, CA area.

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company during the Event on behalf of Carey Worldwide Meetings & Events, a division of Carey and its clients, and Farm-Out Company desires to provide such services to Carey;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services.** Farm-Out Company will provide chauffeured vehicle transportation, including sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services, to clients of Carey at times and locations designated in reservations transmitted to Farm-Out Company by Carey (the "Services") during the Event which commences on February 11-2025 and is scheduled to end on February 18, 2025. Farm-Out Company agrees that it shall perform the Services in a professional, business-like manner and that any and all chauffeurs engaged by Farm-Out Company to perform Services during the Event shall have all licenses and permits necessary for the operation of a for-hire chauffeured vehicle in the San Francisco, CA metropolitan area. Farm-Out Company further agrees that it will not subcontract any Services to any entity.
2. **Compensation.**



# NBA ALL-STAR Farm-Out Agreement



FEBRUARY 11–FEBRUARY 18, 2025

This Farm-Out Agreement is made by and between Carey Limousine SF, Inc. ("Carey"), a Delaware corporation and Majestic Coach Limousine Co ("Farm-Out Company"), a Illinois corporation, this 17th day of December, 2025 (the "Agreement"). (12/17/2024)

WHEREAS, Carey is in the business of reserving, obtaining, and providing chauffeured vehicle services for its clients through a system of wholly owned, licensed, and affiliated companies;

WHEREAS, Farm-Out Company operates a chauffeured transportation company, offering sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services;

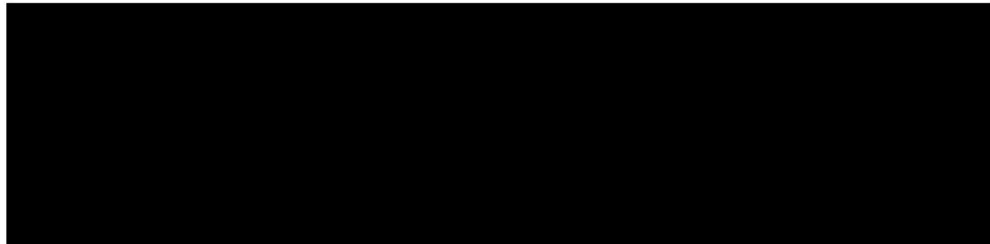
WHEREAS, Carey is providing chauffeured vehicle services to Carey Worldwide Meetings & Events, a division of Carey, during NBA All-Star Weekend from 2/11 – 2/18, 2025 in and around the San Francisco, CA area.

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company during the Event on behalf of Carey Worldwide Meetings & Events, a division of Carey and its clients, and Farm-Out Company desires to provide such services to Carey;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services.** Farm-Out Company will provide chauffeured vehicle transportation, including sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services, to clients of Carey at times and locations designated in reservations transmitted to Farm-Out Company by Carey (the "Services") during the Event which commences on February 11-2025 and is scheduled to end on February 18, 2025. Farm-Out Company agrees that it shall perform the Services in a professional, business-like manner and that any and all chauffeurs engaged by Farm-Out Company to perform Services during the Event shall have all licenses and permits necessary for the operation of a for-hire chauffeured vehicle in the San Francisco, CA metropolitan area. Farm-Out Company further agrees that it will not subcontract any Services to any entity.

2. **Compensation.**



# NBA ALL-STAR Farm-Out Agreement



FEBRUARY 11–FEBRUARY 18, 2025

This Farm-Out Agreement is made by and between Carey Limousine SF, Inc. ("Carey"), a Delaware corporation and Universal Latin Limo, Inc ("Farm-Out Company"), a California corporation, this 09 day of January, 2025 (the "Agreement").

WHEREAS, Carey is in the business of reserving, obtaining, and providing chauffeured vehicle services for its clients through a system of wholly owned, licensed, and affiliated companies;

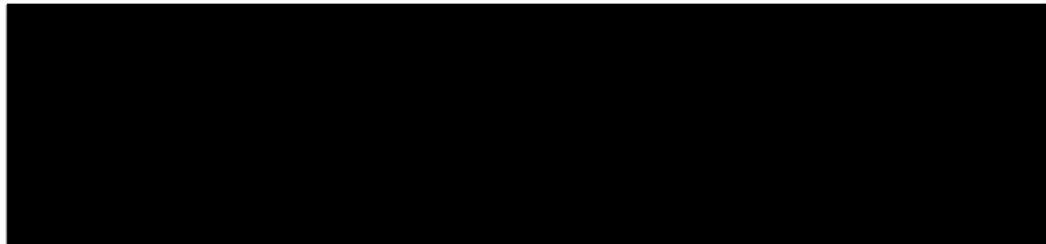
WHEREAS, Farm-Out Company operates a chauffeured transportation company, offering sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services;

WHEREAS, Carey is providing chauffeured vehicle services to Carey Worldwide Meetings & Events, a division of Carey, during NBA All-Star Weekend from 2/11 – 2/18, 2025 in and around the San Francisco, CA area.

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company during the Event on behalf of Carey Worldwide Meetings & Events, a division of Carey and its clients, and Farm-Out Company desires to provide such services to Carey;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services.** Farm-Out Company will provide chauffeured vehicle transportation, including sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services, to clients of Carey at times and locations designated in reservations transmitted to Farm-Out Company by Carey (the "Services") during the Event which commences on February 11-2025 and is scheduled to end on February 18, 2025. Farm-Out Company agrees that it shall perform the Services in a professional, business-like manner and that any and all chauffeurs engaged by Farm-Out Company to perform Services during the Event shall have all licenses and permits necessary for the operation of a for-hire chauffeured vehicle in the San Francisco, CA metropolitan area. Farm-Out Company further agrees that it will not subcontract any Services to any entity.
2. **Compensation.**





## Carey Limousine SF, Inc. Farm-Out Agreement

**CAREY**

This Farm-Out Agreement is made by and between Carey Limousine SF, Inc., a Delaware corporation and 1City Limo LLC ("Farm-Out Company"), a California corporation, on this 15th day of August 2024 (the "Agreement").

WHEREAS, Carey is in the business of reserving and obtaining chauffeured vehicle services for its clients;

WHEREAS, for overflow and specialty vehicle jobs, Carey may service its clients through a system of independent chauffeured transportation Farm-Out companies, each of which also has its own clients;

WHEREAS, Farm-Out Company operates a chauffeured transportation company;

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company from time to time on behalf of its clients, and Farm-Out Company desires to provide such services to Carey's clients;

WHEREAS, Carey has developed the Carey Mobile Application (as defined herein) and associated software (the "Software" as defined herein) to efficiently facilitate the referral of requests for chauffeured transportation services from Carey Clients to Farm-Out Company and other Farm-Out companies on a non-exclusive basis; and

WHEREAS, Farm-Out Company desires to enter this Agreement for the purpose of, among other items discussed herein, accessing and using the Carey Mobile Application and associated Software in the future.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. Farm-Out Company will provide chauffeured vehicle transportation services to Carey Clients (as defined herein) at times and locations designated in reservations transmitted to Farm-Out Company by Carey and its affiliated companies (the "Services"). Farm-Out Company agrees that it shall perform the Services in a business-like manner and that any and all chauffeurs employed by Farm-Out Company shall have all licenses necessary for the operation of a chauffeured vehicle. Farm-Out Company further agrees that all services will be performed by Farm-Out Company employees, and that it will not subcontract any Services to any entity. In performance of the Services, Farm-Out Company may be enabled to utilize the Carey proprietary Mobile Application set forth in Schedule A.
2. Rates for Farm-Out Company Services. Carey will pay the Farm-Out Company based upon paragraph 3 (Compensation) of this Agreement.
3. Compensation.

# NBA ALL-STAR Farm-Out Agreement



**FEBRUARY 11–FEBRUARY 18, 2025**

This Farm-Out Agreement is made by and between Carey Limousine SF, Inc. ("Carey"), a Delaware corporation and Ramz Limo Chicago Inc ("Farm-Out Company"), a Illinois corporation, this 27 day of November, 2025 (the "Agreement").

WHEREAS, Carey is in the business of reserving, obtaining, and providing chauffeured vehicle services for its clients through a system of wholly owned, licensed, and affiliated companies;

WHEREAS, Farm-Out Company operates a chauffeured transportation company, offering sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services;

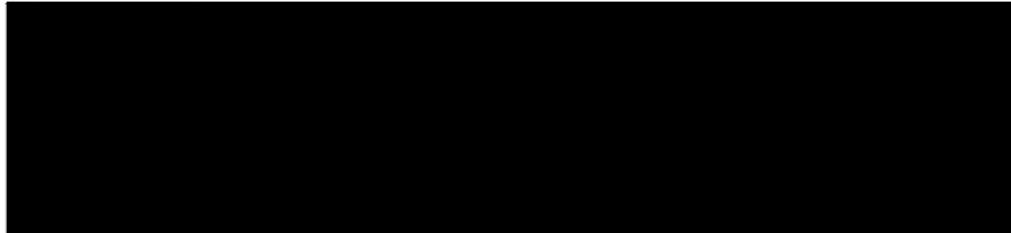
WHEREAS, Carey is providing chauffeured vehicle services to Carey Worldwide Meetings & Events, a division of Carey, during NBA All-Star Weekend from 2/11 – 2/18, 2025 in and around the San Francisco, CA area.

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company during the Event on behalf of Carey Worldwide Meetings & Events, a division of Carey and its clients, and Farm-Out Company desires to provide such services to Carey;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services.** Farm-Out Company will provide chauffeured vehicle transportation, including sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services, to clients of Carey at times and locations designated in reservations transmitted to Farm-Out Company by Carey (the "Services") during the Event which commences on February 11-2025 and is scheduled to end on February 18, 2025. Farm-Out Company agrees that it shall perform the Services in a professional, business-like manner and that any and all chauffeurs engaged by Farm-Out Company to perform Services during the Event shall have all licenses and permits necessary for the operation of a for-hire chauffeured vehicle in the San Francisco, CA metropolitan area. Farm-Out Company further agrees that it will not subcontract any Services to any entity.

2. **Compensation.**



# NBA ALL-STAR Farm-Out Agreement



FEBRUARY 11–FEBRUARY 18, 2025

This Farm-Out Agreement is made by and between Carey Limousine SF, Inc. ("Carey"), a Delaware corporation and Lightning Transportation 2 ("Farm-Out Company"), a LLC corporation, this 27 day of December, 2025 (the "Agreement").

WHEREAS, Carey is in the business of reserving, obtaining, and providing chauffeured vehicle services for its clients through a system of wholly owned, licensed, and affiliated companies;

WHEREAS, Farm-Out Company operates a chauffeured transportation company, offering sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services;

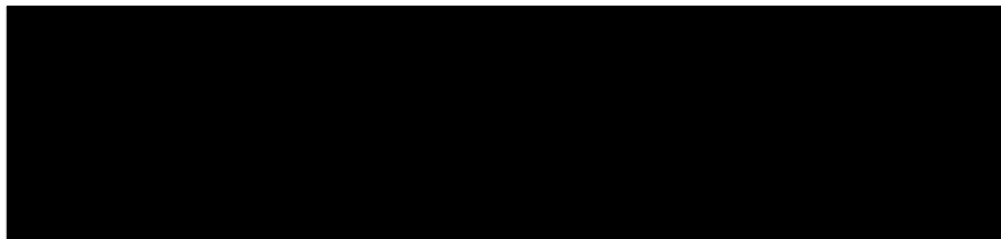
WHEREAS, Carey is providing chauffeured vehicle services to Carey Worldwide Meetings & Events, a division of Carey, during NBA All-Star Weekend from 2/11 – 2/18, 2025 in and around the San Francisco, CA area.

WHEREAS, Carey desires to obtain the chauffeured vehicle services provided by Farm-Out Company during the Event on behalf of Carey Worldwide Meetings & Events, a division of Carey and its clients, and Farm-Out Company desires to provide such services to Carey;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services.** Farm-Out Company will provide chauffeured vehicle transportation, including sedan, limousine, van, sport utility vehicle, minibus, and/or motor coach services, to clients of Carey at times and locations designated in reservations transmitted to Farm-Out Company by Carey (the "Services") during the Event which commences on February 11-2025 and is scheduled to end on February 18, 2025. Farm-Out Company agrees that it shall perform the Services in a professional, business-like manner and that any and all chauffeurs engaged by Farm-Out Company to perform Services during the Event shall have all licenses and permits necessary for the operation of a for-hire chauffeured vehicle in the San Francisco, CA metropolitan area. Farm-Out Company further agrees that it will not subcontract any Services to any entity.

2. **Compensation.**



# Attachment 3

Luis Galindo  
Vice President of Operations, Western Region  
Office: [REDACTED]

[REDACTED]

Subject: RE: [EXTERNAL] Re: PSG0009906 - CAREY LIMOUSINE S.F., INC. / NBA All-Star Game

---

Hi Nathaniel –

Thank you for this information. Since we're a little more than a week away from the start of the event week, when can CPUC staff expect to receive your company's requests to add the vehicles? Any requests received after next Weds 2/5 would be unlikely to be approved before next Mon 2/10 because CPUC relies primarily on exchanging batches of information automated/electronically with the DMV's vehicle registration system, and it's not an instant process. This automated job doesn't run on weekends either so anything received on Friday 2/7 wouldn't be processed by DMV's system until the following Tues 2/11 at earliest.

For the vehicles to be added, please also provide us scanned copies of the registrations. While we don't want to rely on these documents primarily, having them will hopefully ease and speed up the process of approving the vehicle additions if we encounter any issues with retrieving the registration information from DMV's system.

Thank you,

Cody

[REDACTED]

Subject: [EXTERNAL] Re: PSG0009906 - CAREY LIMOUSINE S.F., INC. / NBA All-Star Game



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

Hi Cody,

Thank you again for meeting with us virtually last week to discuss the transportation services Carey will be providing to support the upcoming NBA All-Star Game in San Francisco. As we discussed, Carey intends to contract with the subcarriers listed in attached SF Vendor list to primarily handle the shuttles to/from SFO to/from the event and surrounding downtown area. Each of those subcarriers have active TCP permits with the CPUC and their drivers are also licensed with the PUC.

In addition to the lease of vehicles from the subcarriers noted in the attached SF Vendor list, Carey will also be utilizing other subcarriers and rental vehicles to mostly provide sedan, SUV and sprinter van transportation services to NBA officials, players and other event personnel in and around San Francisco during the weekend of the event. We do not expect these subcarriers to operate to or from the SFO. The smaller vehicles utilized from these subcarriers and rental vehicles will be leased to Carey for the event and operated under Carey's TPC permit. As such, each will display Carey's TCP number as required under Sections 4.03 & 4.04 of General Order 157-E with a copy of the lease maintained in each vehicle as well. Carey has previously discussed and clarified the vehicle marking requirements for this leasing arrangement with John [REDACTED] of the CHP's Golden Gate Division ([REDACTED]). In addition, the subcarrier and rental vehicles will be added to Carey's TCP permit information utilizing the excel spreadsheet you previously provided.

Through the lease arrangement and pursuant to California law, Carey will be assuming liability and responsibility for the leased vehicles and their drivers during the term of the temporary leases. As such, the vehicles will be fully covered under Carey's auto liability insurance policy issued through AON, our insurance broker.

Turning to your specific questions, I have responded in red below:

1. How does your business intend to comply with the insurance requirements under [CPUC General Order 115-G](#)? Currently, your business has \$2 million of public liability and property damage insurance on-file with CPUC. During our meeting last week, you expressed that 1) the vehicles that will be obtained for the event may include "mini-buses" that seat between 25 to 36 people. To do so would require \$5 million in liability coverage. Will your business have insurance for \$5 million filed with CPUC? **AON will be arranging for an updated insurance filing with the CPUC to increase policy limits to \$5 Million to cover the larger mini-buses.**
2. How does your business intend to comply with Part 4 (Vehicles) and Part 5 (Drivers) of [CPUC General Order 157-E](#) for the vehicles and drivers to be used for the event? **For the subcarriers operating the larger vehicles, we will only be using companies that have existing TCP permits and EPN accounts with the CPUC and CDMV, respectively. We will confirm that the vehicles provided by this group of subcarriers have been inspected as required by Part 4 and that the drivers are fully qualified and enrolled in the DMV's pull-notice program as required by Part 5. For the subcarriers providing smaller sedans, SUV's, and sprinters, we intend to obtain a current copy of each driver's motor vehicle driving record as required by Cal. Veh. Code 1808.1(j)(1) for casual drivers. As we understand these requirements, a casual driver that is operating a smaller passenger vehicle not requiring a CDL/passenger endorsement is not required to be included in an EPN account as long as the company maintains a copy of the driver's motor vehicle driving record. In addition, all vehicles will display Carey's TPC number as required by Part 4.**
3. How does your business intend to comply with California Vehicle Code § 260 related to commercial vehicle registration? **The vehicles leased from those subcarriers which have active TCP permits already possess the required California commercial vehicle registration. To the extent any of the vehicles to be leased from any of the other subcarriers are registered in a foreign jurisdiction, nonresident commercial vehicle trip permits (Reg 41) will be obtained as necessary for such vehicles.**

Thanks so much for your guidance, Carey really appreciates it.

NATHANIEL R. WILSON  
Associate General Counsel

& Assistant Corporate Secretary



NATHANIEL R. WILSON  
Associate General Counsel  
& Assistant Corporate Secretary



[www.carey.com](http://www.carey.com) | [www.embarque.com](http://www.embarque.com)

▼ "Naylor, Cody" ---01/21/2025 01:19:31 PM---Hi Luis – I hope you're well. Thank you again for meeting with CPUC Transportation Licensing manage

From:

To:

Cc:

Date:

Subject: PSG0009906 - CAREY LIMOUSINE S.F., INC. / NBA All-Star Game



Hi Luis –

I hope you're well. Thank you again for meeting with CPUC Transportation Licensing management on 1/16 regarding your business's involvement and plans related to the NBA All-Star Game in San Francisco. Based on our meeting last week, I understand that your business has been engaged to manage transportation services in connection with the event generally between 2/10 to 2/17. Although you and your colleagues conveyed your plans to me and Don Wise when we met via WebEx last week, I would appreciate if you could summarize the planned arrangements in writing to us. For broader awareness and involvement, I have included contacts from CPUC Transportation Enforcement, SFO Ground Transportation, and CHP's Commercial Vehicle Section on this message. Thank you for providing the list of subcarriers that you intend to work with in connection with the event last week.

In follow-up to our discussion, I have several specific questions that I'd appreciate having addressed in writing:

4. How does your business intend to comply with the insurance requirements under [CPUC General Order 115-  
G](#)? Currently, your business has \$2 million of public liability and property damage insurance on-file with CPUC. During our meeting last week, you expressed that 1) the vehicles that will be obtained for the event may include "mini-buses" that seat between 25 to 36 people. To do so would require \$5 million in liability coverage. Will your business have insurance for \$5 million filed with CPUC?

5. How does your business intend to comply with Part 4 (Vehicles) and Part 5 (Drivers) of [CPUC General Order 157-E](#) for the vehicles and drivers to be used for the event?
  
6. How does your business intend to comply with California Vehicle Code § 260 related to commercial vehicle registration? For more information about how this statute is interpreted by DMV, see: [13.090 Passenger-Type Vehicles With Commercial Registration \(VC §260\) - California DMV](#)

If you wish to meet again soon to discuss your business's related to this event, I'm happy to do so.

Thank you,

**Cody Naylor** (*he/him*)  
Supervisor, Transportation Licensing

Consumer Protection & Enforcement Division  
California Public Utilities Commission

[www.cpuc.ca.gov](http://www.cpuc.ca.gov)

**Subject:** RE: [EXTERNAL] Re: Fw: NBA All Star Game 2025 Temp Fleet Additions PSG0009906 - CAREY LIMOUSINE S.F., INC.

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

Thank you Cody

Thank You,

Luis Galindo  
Vice President of Operations, Western Region  
Office: [REDACTED]

**Subject:** RE: [EXTERNAL] Re: Fw: NBA All Star Game 2025 Temp Fleet Additions PSG0009906 - CAREY LIMOUSINE S.F., INC.

Hi Luis –

Thank you for the list. Attached is the "Equipment Bulk Upload" template. Please take care to review the instructions tab on the spreadsheet before the filling it out. In an Equipment Case, click the "Bulk Import" button to start the process. This is where you will upload the spreadsheet that you've filled out.

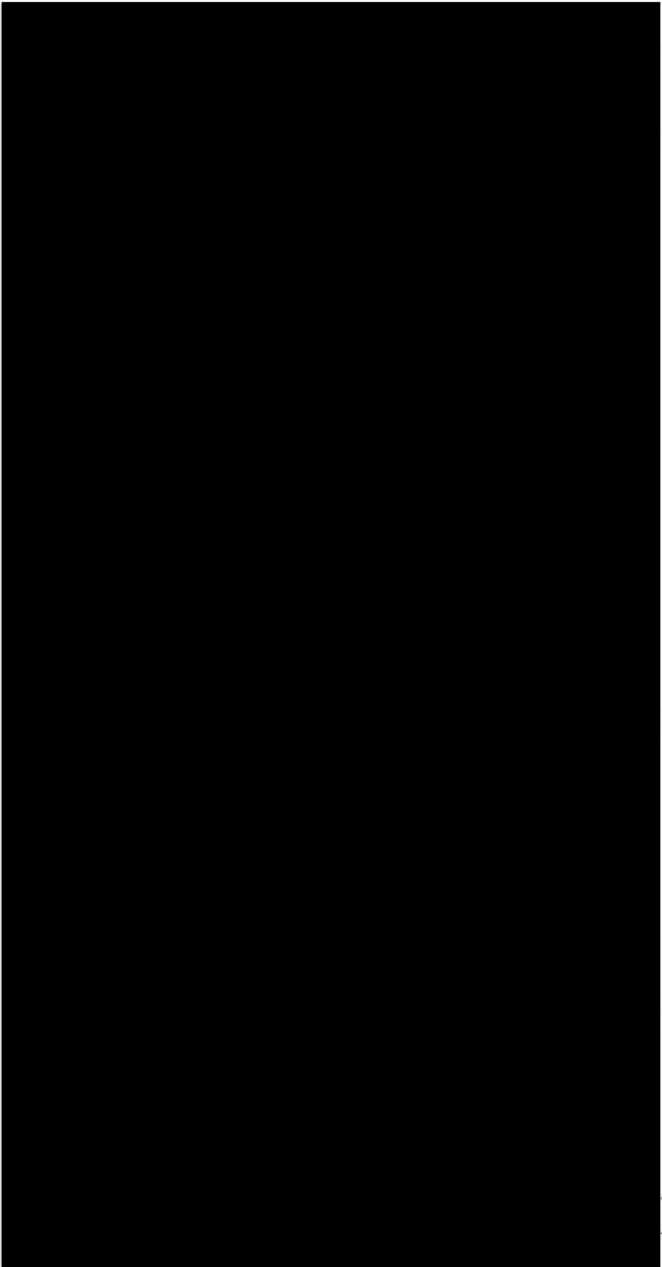


If you have any technical questions, don't hesitate to reach out.



# Attachment 4

Required Fields		Instructions
Terminal ID		A "Terminal" is the location where vehicles operated under your CPUC operating authority may be found. Each terminal on-file has a unique "Terminal ID." From your draft Equipment Case, click the "Terminal Locations" tab. From this tab, find the "Terminal ID" associated with a specific terminal and input the "Terminal ID" next to the vehicle that you wish to add.
Vehicle Registration Type		Select "Commercial" or "Apportioned."
License Plate		Enter License Plate Number as it appears on the official vehicle registration.
Vehicle Identification Number (VIN)		Enter Vehicle Identification Number as it appears on the official vehicle registration.
Seats (Including Driver)		Enter Total Number of Seats.
Ownership		Select "Owned" or "Leased."
Registered Owner		Enter the name of the Registered Owner as it appears on the official vehicle registration.
Make		Enter the vehicle "Make" as it appears on the official vehicle registration.
Year		Enter the Model Year of the vehicle as it appears on the official vehicle registration.
Modified Limousine		Select "Yes" or "No" regarding whether the vehicle meets the definition of "modified limousine."  "Modified limousine" means any vehicle that has been modified, altered, or extended in a manner that increases the overall wheelbase of the vehicle, exceeding the original equipment manufacturer's published wheelbase dimension for the base model and year of the vehicle, in any amount sufficient to accommodate additional passengers with a seating capacity of not more than 10 passengers including the driver, and is used in the transportation of passengers for hire. For purposes of this section, "wheelbase" means the longitudinal distance between the vertical centerlines of the front and rear wheels. (California Public Utilities Code § 5361 )
Body Type		Select one of the following dropdown options: - Standard: Vehicle seats fewer than 11 persons) - Bus: Vehicle seats 11+ persons) - Mod Limos: See definition above
Chassis Stretch (Inches)		FOR MODIFIED LIMOUSINES ONLY: Enter the length of the chassis of the modified limousine.
Gross Vehicle Weight Rating (GVWR)		Enter the Gross Vehicle Weight Rating (GVWR) as it appears on the official vehicle registration.
Is Vehicle Registered in California?		Select "Yes" or "No" regarding whether the vehicle is registered in the State of California.
State		Issue the State in which the vehicle is registered.
# of Fire Extinguishers		Enter the number of fire extinguishers present in the vehicle.
# of Emergency Exits		Enter the number of emergency exits present in the vehicle.
Handicapped Accessible		Select "Yes" or "No" regarding whether the vehicle is handicap accessible.
Registration Expiration Date		Enter the vehicle registration expiration date as it appears on the official vehicle registration.
Autonomous Vehicles		FOR AUTONOMOUS VEHICLES (AV) ONLY: Select one of the following dropdown options based on which autonomous

Terminal ID	Vehicle Registration Type	Driver
[REDACTED]		

License Plate	FO	Vehicle Identification Number (VIN)	Seats (Including Driver)
			15
			15
			15
			12
			12
			12
			15
			15
			15
			15
			15
			12
			15
			15
			8

Ownership	Registered Owner	Make	Year	Modified Limousine	Body Type
Leased		Mercedes Benz	2024	No	Bus
Leased		Mercedes Benz	2025	No	Bus
Leased		Mercedes Benz	2022	No	Bus
Leased		Mercedes Benz	2018	No	Bus
Owned		Mercedes Benz	2024	No	Bus
Owned		Mercedes Benz	2017	No	Bus
Owned		Mercedes Benz	2023	No	Bus
Leased		Mercedes Benz	2022	No	Bus
Owned		Mercedes Benz	2024	No	Bus
Leased		Mercedes Benz	2024	No	Bus
Leased		Mercedes Benz	2025	No	Bus
Leased		Mercedes Benz	2016	No	Bus
Owned		Mercedes Benz	2025	No	Bus
Leased		Mercedes Benz	2024	No	Bus
Owned		Mercedes Benz	2024	No	Bus
Leased		Mercedes Benz	2025	No	Bus
Leased		Mercedes Benz	2023	No	Bus
Owned		Mercedes Benz	2025	No	Bus
Owned		Ford	Ford	2024	No
Owned	Ford	Ford	2022	No	Standard

Chassis Stretch (inches)	Gross Vehicle Weight Rating (GVWR)	Is Vehicle Registered in California?	State
	9400 No		OREGON
	9400 No		Oregon
	9400 No		OREGON
	5640 No		OREGON
	5644 Yes		
	5644 Yes		
	9400 Yes		
	9400 No		OREGON
	9400 Yes		
	9400 No		Oregon
	9400 No		OREGON
	5644 Yes		
	9400 No		OREGON
	9400 No		OREGON
	9400 Yes		
	9400 No		OREGON
	9400 Yes		
	9400 No		Oregon
	9400 No		Oregon
	5793 No		Illinois
	5793 No		Illinois

[illegible]

Make	Model	Year	VIN	Plate	Type
Chevy	Suburban	2023			House Rental
Expedition	Ford	2024			House Rental
Suburban	Chevy	2023			House Rental
Expedition	Ford	2023			House Rental
Expedition	Ford	2024			House Rental
Expedition	Ford	2024			House Rental
Wagoner	Jeep	2024			House Rental
Wagoner	Jeep	2024			House Rental
Wagoner	Jeep	2024			House Rental
Wagoner	Jeep	2024			House Rental
Suburban	Chevy	2022			House Rental
Expedition	Ford	2024			House Rental
Wagoner	Jeep	2024			House Rental
Wagoner	Jeep	2024			House Rental
Wagoner	Jeep	2024			House Rental
Wagoner	Jeep	2024			House Rental
Wagoner	Jeep	2024			House Rental
Wagoner	Jeep	2024			House Rental
Wagoner	Jeep	2024			House Rental
Wagoner	Jeep	2024			House Rental
Suburban	Chevy	2024			House Rental
Wagoner	Jeep	2024			House Rental
Wagoner	Jeep	2024			House Rental
Suburban	Chevy	2023			House Rental
Wagoner	Jeep	2024			House Rental
Suburban	Chevy	2024			House Rental
Wagoner	Jeep	2024			House Rental
Wagoner	Jeep	2024			House Rental
Expedition	Ford	2024			House Rental





# Attachment 5

Drivers

Employers

### DRIVER SEARCH

Driver Name

DL Number

Requester Code

Add Date

Delete Date

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Status
-------------	-----------	----------------	----------	-------------	--------

Drivers

Employers

### DRIVER SEARCH

Driver Name

DL Number

Requester Code

Add Date

Delete Date

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Status
-------------	-----------	----------------	----------	-------------	--------

Drivers

Employers

### DRIVER SEARCH

Driver Name

DL Number

Requester Code

Add Date

Delete Date

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Status
-------------	-----------	----------------	----------	-------------	--------

Drivers

Employers

### DRIVER SEARCH

Driver Name  DL Number  Requester Code  Add Date  Delete Date

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Status
-------------	-----------	----------------	----------	-------------	--------

Drivers

Employers

### DRIVER SEARCH

Driver Name  DL Number  Requester Code  Add Date  Delete Date

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Status
			11/20/2023	11/14/2024	Deleted
			07/25/2024	07/16/2024	Enrolled
			06/01/2017	12/22/2020	Deleted

< Previous

Displaying 1 of 1 Pages (3 records total)

Next >

Drivers

Employers

Driver Name

< Previous

Close

Drivers

Employers

### DRIVER SEARCH

Driver Name:   
DL Number:   
Requester Code:   
Add Date:   
Delete Date:

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Status
-------------	-----------	----------------	----------	-------------	--------

Drivers

Employers

### DRIVER SEARCH

Driver Name:   
DL Number:   
Requester Code:   
Add Date:   
Delete Date:

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Status
-------------	-----------	----------------	----------	-------------	--------

Drivers

Employers

### DRIVER SEARCH

Driver Name:   
DL Number:   
Requester Code:   
Add Date:   
Delete Date:

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Status
-------------	-----------	----------------	----------	-------------	--------

Drivers

Employers

### DRIVER SEARCH

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Search	Reset
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
					Print	

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Status
-------------	-----------	----------------	----------	-------------	--------

Drivers

Employers

### DRIVER SEARCH

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Search	Reset
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
					Print	

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Status
-------------	-----------	----------------	----------	-------------	--------

Drivers

Employers

### DRIVER SEARCH

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Search	Reset
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
					Print	

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Status
-------------	-----------	----------------	----------	-------------	--------

Drivers

Employers

### DRIVER SEARCH

Driver Name  DL Number  Requester Code  Add Date  Delete Date

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Status
-------------	-----------	----------------	----------	-------------	--------

Drivers

Employers

### DRIVER SEARCH

Driver Name  DL Number  Requester Code  Add Date  Delete Date

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Status
-------------	-----------	----------------	----------	-------------	--------

Drivers

Employers

### DRIVER SEARCH

Driver Name  DL Number  Requester Code  Add Date  Delete Date

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Status
-------------	-----------	----------------	----------	-------------	--------

Drivers

Employers

DRIVER SEARCH

Driver Name  DL Number  Requester Code  Add Date  Delete Date

Driver Name	DL Number	Requester Code	Add Date	Delete Date	Status
-------------	-----------	----------------	----------	-------------	--------



**AFFIDAVIT OF JAMES BARBARICK IN SUPPORT OF TEB'S INVESTIGATIVE  
REPORT  
Report No. 1**

- i. My name is James Barbarick. I am an Enforcement Analyst with the Consumer Protection and Enforcement Division (CPED), Transportation Enforcement Branch (TEB). I work with a team of analysts empowered with the authority and obligation to investigate alleged violations, conduct proactive compliance inspections, conduct joint field inspections, issue official notices and citations, prosecute enforcement cases before the Commission and support civil and criminal cases brought by local prosecutors, such as a district or city attorney.
- ii. I swear or affirm that I have personal knowledge of the facts stated in this Affidavit. I am competent to testify to them, have the authority to make this Affidavit on behalf of TEB, and affirm that all statements and representations made herein are true and correct to the best of my knowledge.
- iii. TEB leadership assigned me to investigate the practices and procedures of Carey Limousine S.F., Inc. (Carey).
- iv. I reviewed and analyzed records provided by Carey, its insurers, and its drug consortium to determine compliance with California law and Commission General Orders (GOs).
- v. On June 27, 2025, Carey provided a spreadsheet in response to TEB's June 13, 2025 data request. The spreadsheet identified the drivers of each of the 52 temporary vehicles used by Carey during NBA All-Star Week. I looked up each name in the Department of Motor Vehicles (DMV) Employer Pull Notice (EPN) system to verify whether the listed drivers were enrolled in the DMV EPN.
- vi. My examination concluded that 14 drivers lacked EPN authority, violating Public Utilities Code §5374(a)(1)(D) and General Order 157-E, Part 5.02.

Date: September 5, 2025

Name: James Barbarick



# Attachment 6

ActivityCase NotesDetailsFilesEquipmentTerminalsAudit Log

Case Equipment (73)

VIN	LP#	ENTRY TYPE	SEATS ↓	BODY	STATE	DMV STATUS	REGOWN	REGEXP	DN
		No Change	15	Bus	California	Processed		Jul 31, 2025	32
		No Change	15	Bus	Oregon	Error			
		No Change	15	Bus	Oregon	Error			
		No Change	15	Bus	Oregon	Error			
		No Change	15	Bus	California	Error			
		No Change	15	Bus	Oregon	Error			
		No Change	15	Bus	California	Processed		Jun 30, 2025	32
		No Change	15	Bus	Oregon	Error			
		No Change	15	Bus	California	Error			
		No Change	15	Bus	Oregon	Error			
		No Change	15	Bus	Oregon	Error			
		No Change	15	Bus	Oregon	Error			
		No Change	15	Bus	Oregon	Error			
		No Change	15	Bus	Oregon	Error			
		No Change	15	Bus	Oregon	Error			
		No Change	12	Bus	Oregon	Error			
		No Change	12	Bus	California	Processed		May 12, 2025	12
		No Change	12	Bus	California	Processed		Nov 30, 2025	31
		No Change	12	Bus	California	Processed		Jul 10, 2025	17

# Attachment 7





[REDACTED]  
Nathaniel R. Wilson  
Associate General Counsel  
[REDACTED]

VIA EMAIL

June 27, 2025

California Public Utilities Commission  
Consumer Protection and Enforcement Division  
Attn: James Barbarick, Transportation Enforcement Branch  
505 Van Ness Avenue  
San Francisco, CA 94102-3298  
James.barbarick@cpuc.ca.gov

RE: **Carey Limousine S.F., Inc's Response to Data Request 02**

Dear Mr. Barbarick:

On behalf of Carey Limousine S.F., Inc. ("Carey"), I write to respond to your letter of June 13, 2025, requesting additional documentation regarding the intrastate charter-party operations of Carey in connection with services provided for the NBA All Star Game held in San Francisco in February (the "Event"). As you know from our prior correspondence, Carey worked closely with Cody Naylor with the CPUC and John [REDACTED] with the CHP prior to the Event to ensure that all legal and regulatory compliance obligations were being met in connection with the charter services being performed for the NBA. Given the size and compressed schedule of the Event, Carey was required to work with a number of subcontractors (farmout subcarriers) to fulfill the transportation needs of the NBA.

Carey certainly appreciates the cooperation and responsiveness of both the CPUC and CHP to facilitate Carey's involvement with the Event and to ensure safe and compliant operations. We are also pleased to report that no safety incidents or accidents occurred during the Event. We look forward to hearing the results of your ongoing audit so that we can correct any compliance gaps that may be discovered by your audit for future public events in California being planned by the company's customers.

I have included with this letter all documentation that we have been able to accumulate in response to Data Request 02. A brief explanation of such documentation is as follows:

1. Provide a list of all drivers used by Carey Limousine S.F., Inc. (Carey) between February 1 and 28, 2025.
  - See spreadsheet included in CPED Data Request No. N.002-01. In reviewing the information provided, please note that Carey's normal operating procedures in contracting with smaller sedan and SUV operators does not include obtaining detailed driver information. As such, in responding to this Request, we had to reach out to the various subcontractors (farmout subcarriers) to obtain as much information as possible. For purposes of ensuring future compliance, we would request clarification from the CPUC as to what information should be retained for subcontracted services using smaller passenger vehicles.
2. Provide Employer Pull Notice (EPN) enrollment documentation for all drivers employed by Carey between February 1 and 28, 2025.
  - See CPED Data Request No. 002-02. For this response, we have provided copies of the actual EPN Enrollment forms as well as confirmation obtained from the California DMV as to those drivers that are enrolled in the two separate EPN Accounts.
3. For the 52 temporary vehicles submitted to Carey's TCP Portal between February 1 and 28, 2025, list the driver that was assigned to each vehicle.
  - See CPED Data Request No. 002-03.
4. Provide Carey's service agreement with its drug consortium and documentation of drug consortium enrollment for the drivers of the 52 temporary vehicles in February 2025.
  - See CPED Data Request No. 002-04. Carey utilizes First Advantage Enterprise Screening Corporation to manage its drug and alcohol testing program for all employed drivers. A copy of the Master Services Agreement with First Advantage is included in this Response as well as confirmation from First Advantage as to those employees enrolled in the program. Because the drivers for the 52 temporary vehicles operated under Carey's TCP only provided services for a very short period of time during the Event, they were not added to Carey's random testing program with First Advantage. If needed, we can reach out to the subcontractors that employed these temporary drivers to obtain confirmation of drug and alcohol testing compliance. Additionally, the farmout agreements executed to engage the subcontractors' (farmout subcarriers) drivers required that the

subcontractors and their drivers adhere to any local, state and federal laws regarding drug and alcohol testing.

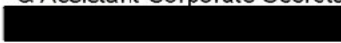
5. Provide precise insurance documentation demonstrating Public Liability and Property Damage (PL&PD) coverage for the 52 temporary vehicles.
  - See CPED Data Request No.: 002-05. Please note that all insurance information included in this Response was previously provided for review in connection with your first request (See CPED Data Request No. 001-05 & No. 001-06). Please let us know if you require additional documentation regarding applicable insurance coverage or have any questions regarding the documentation provided.
6. For the 52 temporary vehicles with a seating capacity of more than 10 people including the driver, provide documentation of a CHP inspection as required by Vehicle Code Section 34505.5.
  - See CPED Date Request No. 002-06. At this time, Carey does not have CHP inspections for the 52 temporary vehicles. As mentioned previously, we did reach out to the CHP regarding the scheduling of such inspections. In our email correspondence with the CHP, there is no discussion of the need to have the CHP inspections completed for the temporary vehicles given the short period of time they would be performing services under Carey's TCP. As advised by the CHP, we did ensure that all such vehicles displayed Carey's identification information.
7. Provide 19-point inspection records for all vehicles used during February 2025.
  - See CPED Data Request No. 002-06. As noted in our earlier response, Carey only has vehicle inspection records for its own permanent vehicles.
8. For the waybills Carey provided on March 27, 2025, define the difference between "HOUSE" and "FARMOUT" as listed in column H (SLOTTYPE) a. For each row identified as "FARMOUT" provide the vehicle license plate, sub-carrier name, and an explanation as to why complete vehicle information was not included.
  - See CPED Data Request No. 002-08. The documentation provided in our response contains the "HOUSE" and "FARMOUT" vehicles used since January 1, 2025. Pursuant to your request, the summary provided now includes the license plate information, and subcontractor name for the "FARMOUT" vehicles. We were not aware that this information was required for the waybill information requested in Data Request No. 001. In

the future, we will make sure to provide this information to CPUC when waybill information is requested.

If you have any questions with respect to the additional documentation provided by Carey in response to your latest Request, please do not hesitate to contact me.

Very truly yours,

*Nathaniel Wilson*

NATHANIEL R. WILSON  
Associate General Counsel  
& Assistant Corporate Secretary  


/NW



# Attachment 8



Luis Grande [REDACTED]

---

**Fw: Buses coming from out of state to help with NBA Allstars events**

1 message

[REDACTED] Fri, Jun 13, 2025 at 1:25 PM

Thank You,

Luis Galindo  
Vice President of Operations, Western Region  
Office: [REDACTED]

----- Forwarded by Luis Galindo/SFO/Carey on 06/13/2025 01:25 PM -----

[REDACTED]  
Date: 01/17/2025 09:08 AM

Subject: FW: Buses coming from out of state to help with NBA Allstars events

---

John [REDACTED]  
Motor Carrier Specialist I  
Golden Gate Division

[REDACTED]  
Tuesday - Friday  
7am - 5pm  
[REDACTED]



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[REDACTED]  
**Subject:** RE: Buses coming from out of state to help with NBA Allstars events  
**Importance:** High

Luis,

I have answers for you, please check down below.

John Pangilinan  
Motor Carrier Specialist I  
Golden Gate Division

[REDACTED]  
Tuesday - Friday  
7am - 5pm  
[REDACTED]



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[REDACTED]  
**Subject:** RE: Carrier questions

Hey JP,

Are the buses the carrier is bring from other states your carriers buses or are they leasing/borrowing them from another company? If they are leased, at least on the CHP end of things, they would have to display "leased to..." or "operated by..." and the company name, CA number, TCF number here in CA.

As far as if a leased bus needs to be on their PUC profile, I don't know why the CPUC said to refer to this us. If and when the company needs to add the buses to their PUC profile, or get a separate type of permit is 100% the PUC's wheelhouse. We never tell any carrier what type of authority to get from the PUC, that's on the PUC to tell them. All we do is our inspection to verify compliance with our program and make recommendations to the PUC. How and what type of permit is up to the PUC.

If there are any other questions, feel free to ask me and I can try to find an answer for you.

Thanks,

**Reza** [REDACTED]  
Motor Carrier Specialist III  
California Highway Patrol  
Golden Gate Division  
Motor Carrier Safety Unit  
[REDACTED]



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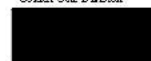


**Subject:** Carrier questions

Good Morning Reza,

One of my carrier are preparing for the NBA Allstar event happening (FEB, 2025) here in SF, they have reached out to CPUC first however was informed to check with the CHP instead. They wanted to bring some buses in to CA help with the big events, approximately 10 buses from different states WA, NV, AZ etc. How do they make them legal to operate in CA for about 4-5 days? These buses have their own operating authority within their state line. Do they need aZ permit for those 4-5 days in SF?

John [REDACTED]  
Motor Carrier Specialist I  
Golden Gate Division



Tuesday - Friday  
7am - 5pm



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---

This e-mail has been scanned by Carey's Proofpoint Endpoint Protection System.  
(See attached file: image002.png)(See attached file: image003.png)

---

**2 attachments**



**image002.png**  
24K



**image003.png**  
15K

# Attachment 9

CAREY LIMOU... Contac... 00354... Prime /... Prime /... Assets ... Assets ...

Case  
Equipment

+ Follow

Printable View

Change Record Type

Case Number

Account Name

Status

Authority Status

TEB Flag

CAREY LIMOUSINES.E., IN...

Approved

Active

None

Draft

Submitted

Pending For ...

On Hold

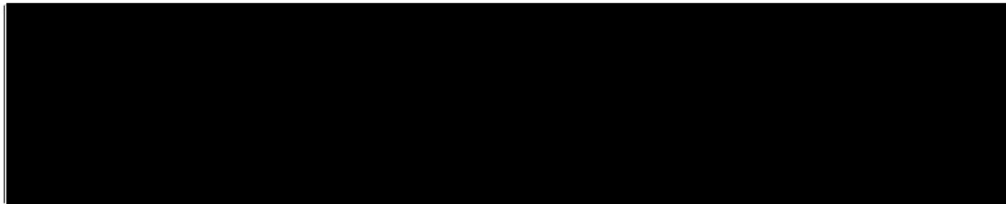
In Process

Deficient

In Review

Approved

## Related List Quick Links



Activity Case Notes Details Files Equipment Terminals Audit Log

## Case Equipment (54)



VIN	LP#	ENTRY TYPE	SEATS ↓	BODY	STATE	DMV STATUS	REGOWN
		No Change	8	Standard	California	Processed	
		No Change	8	Standard	California	Processed	
		No Change	8	Standard	California	Processed	
		No Change	8	Standard	California	Processed	
		No Change	8	Standard	California	Processed	
		No Change	8	Standard	California	Processed	
		No Change	8	Standard	California	Processed	
		No Change	8	Standard	California	Processed	
		No Change	8	Standard	California	Processed	
		No Change	8	Standard	California	Processed	
		No Change	8	Standard	Illinois	Error	
		No Change	7	Standard	Illinois	Error	
		Add	6	Standard	California	Processed	
		Add	6	Standard	California	Processed	
		Add	6	Standard	Texas	Error	
		Add	6	Standard	Louisiana	Submitted	
		Add	6	Standard	Idaho	Error	
		Add	6	Standard	California	Processed	
		Add	6	Standard	California	Processed	
		Add	6	Standard	California	Processed	
		Add	6	Standard	California	Processed	
		Add	6	Standard	California	Processed	
		Add	6	Standard	California	Processed	
		Add	6	Standard	California	Processed	

Add	6	Standard	Tennessee	Error	
ENTRY TYPE	SEATS ↓	BODY	STATE	DMV STATUS	REGOWN
Add	6	Standard	Rhode Island	Error	
As Inspected / ...	6	Standard	California	As Inspected	
Add	6	Standard	California	Processed	
Add	6	Standard	Indiana	Error	
Add	6	Standard	California	Processed	
Add	6	Standard	Nevada	Error	
Add	6	Standard	California	Processed	
Add	6	Standard	California	Processed	
Add	6	Standard	California	Processed	
Add	6	Standard	California	Processed	
Add	6	Standard	Virginia	Error	
Add	6	Standard	California	Processed	
Add	6	Standard	California	Processed	
Add	6	Standard	California	Processed	
Add	6	Standard	New York	Error	
Add	6	Standard	Massachusetts	Error	
Add	6	Standard	California	Processed	
Add	6	Standard	Colorado	Error	
No Change	6	Standard	California	Processed	
No Change	6	Standard	California	Processed	
No Change	6	Standard	California	Processed	
No Change	6	Standard	California	Processed	
No Change	5	Standard	California	Processed	
No Change	5	Standard	California	Processed	
No Change	5	Standard	California	Processed	
No Change	5	Standard	California	Error	
No Change	5	Standard	California	Processed	
No Change	4	Standard	California	Processed	

Page 1 Page Size 100

Equipment with seating capacity of 11 or more (including the driver), and equipment classified as modified limousines are subject to CHP inspection.

**CHP Inspections (0)**

Required Public Liability and Property Damage (PL/PD) coverage amounts are based on the seating capacity of the carrier's largest vehicle:

- Any vehicle with a seating capacity of 16 persons or more - \$5 million
- Any vehicle with a seating capacity of 9 through 15 persons- \$1.5 million
- Any vehicle with a seating capacity of 8 persons or less - \$750,000
- Any vehicle operated under a TCP "C" Certificate - \$750,000

2 items • Filtered by Policy Status, Policy Sub Type • Updated 6 minutes ago

Policy#	Policy Status	Policy Sub Type	Policy Amount	Policy Effective...	Policy Can...	Last Modif...
1	Active	PL/PD Policy	\$2,000,000	3/31/2024		8/5/2024 12:00
2	Active	PL/PD Excess	\$3,000,000	3/31/2024		1/24/2025 25



# Attachment 10

[illegible]

LICENSE_P LATE_NUM	YEAR	VEHICLE_ MODEL_ID	VEHICLE_ MAKE_ID	Slot_Num	SLOTTYPE	DROPOFFTIME	POBTIME	TRIPTYPE	DROPOFF	PICKUP	SVC_DT	RESNUM
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## HOW TO FILE AN APPEAL OF A CITATION

IF YOU WISH TO APPEAL THIS CITATION, YOU MUST DO SO WITHIN 20 CALENDAR DAYS OF THE DATE YOU RECEIVED THE CITATION.

[There are two options to file your appeal, both options require use of the Appeal Form located at the link below:](#)

### [Appeal Form](#)

**Option 1:** You may file your appeal electronically by following the instructions on the CPUC's Filing A Document Electronically (E-filing) webpage [E-File a Document \(ca.gov\)](#)

**Option 2:** You may file you appeal by sending six (6) paper copies addressed to CPUC's Docket office:

**California Public Utilities Commission  
Docket Office, 2<sup>nd</sup> Floor  
505 Van Ness Ave  
San Francisco, CA 94102**

### [After Filing your appeal, you must also serve the Notice of Appeal:](#)

To serve copies of the Notice of Appeal, you must attach a “**Certificate of Service for a Citation Appeal.**” In the Notice of Appeal, you must state why you are appealing the citation.

**To properly serve the Notice of Appeal, send the Notice of Appeal and any attachments by e-mail to the following recipients:**

1. **CPUC Docket Office**, ALJ\_Docket\_Office@cpuc.ca.gov
2. **Transportation Enforcement Inbox**, TEB\_Citation\_Appeals@cpuc.ca.gov
3. **Terra Curtis, Director CPED**, Terra.Curtis@cpuc.ca.gov
4. **Michelle Cooke, Chief Administrative Law Judge**, Michelle.Cooke@cpuc.ca.gov
5. **ALJ Division Appeals Coordinator**,  
ALJ\_Div\_Appeals\_Coordinator@cpuc.ca.gov

***Please note if you are appealing by the Paper Copy process you must also file the Notice of Appeal either by emailing as described above or mailing to the following:***

***Original plus six copies to:***

1. **Docket Office**, California Public Utilities Commission, Docket Office, 2nd Floor, 505 Van Ness Ave., San Francisco, CA 94102

***One Copy Each to:***

2. **Terra Curtis, Director**, Consumer Protection and Enforcement Division, California Public Utilities Commission, 505 Van Ness Ave., 2nd Floor, San Francisco, CA 94102
3. **Michelle Cooke, Chief Administrative Law Judge**, California Public Utilities Commission, Administrative Law Division, 505 Van Ness Ave., 5th Floor, San Francisco, CA 94102
4. **ALJ Division Appeals Coordinator**, California Public Utilities Commission, Administrative Law Division, 505 Van Ness Ave., 5th Floor, San Francisco, CA 94102
5. **Kenneth Bruno, Program Manager**, Consumer Protection and Enforcement Division, Transportation Enforcement Branch, 320 W. 4th Street Los Angeles, CA 90013

**You may request an extension of time to file an appeal**

You may request up to 30 days additional time to file an appeal. To ask for extra time, contact the Supervisor listed on the citation on or before the due date to seek a 30-day extension. A copy of the letter granting you an extension must be attached to your appeal.

The Citation Appeals Process can be found in Appendix A of CPUC Resolution ALJ-377, available through this link: [ALJ-377 Appendix A Citation Appeal Rules](#). The relevant Citation Appeals Process are also included in the packet you received along with the citation.

**Paying the Citation and availability of Payment Plans**

If you do not want to file an appeal and agree to comply with the citation and pay the fine, sign the Citation Compliance Agreement. Contact the Supervisor listed on the citation before the due date to seek authorization for any payment plans as necessary.

**Frequently Asked Questions**

**WHAT HAPPENS IF I DON'T RESPOND?**

If you do not respond to the citation within the 20 calendar days, you will be in default of the citation, and will lose your right to appeal the citation. In addition, CPED will immediately suspend your operating authority. If you do not pay the citation amount or make a payment arrangement by 30 days after suspension of your operating authority, CPED will revoke your operating authority. Once we revoke your operating authority, we cannot reinstate it. Instead, first you must pay the citation fine, and then apply to the CPUC for **new** operating authority and pay a filing fee. The CPUC may also act through a civil or criminal proceeding to recover any unpaid fines and to ensure compliance with applicable statutes and CPUC orders.

**WHAT ARE MY RIGHTS?**

If you file a Notice of Appeal, the CPUC will set a **hearing date** for your appeal to be heard before an Administrative Law Judge (ALJ).

**Hearing Venue:**

Until further notice, all appeal hearings will be telephonic due to the COVID-19 pandemic. Telephone instructions will be provided by the ALJ prior to the telephone hearing.

**At the hearing:**

There are two different types of Hearing Procedures for an Appeal to be heard before a CPUC Administrative Law Judge.

**Expedited Citation Appeal Procedure**

Resolution ALJ-377 provides for an expedited process for citations at or below the jurisdictional limit of the Small Claims Court in California as referenced in Public Utilities Code § 1702.1. This is currently \$10,000 for individuals and \$5,000 for corporations.

- Attorneys or representatives are not allowed to represent parties in the expedited process.
- No court reporters will be present, nor will a transcript be provided.
- You are entitled to have an interpreter present at the hearing to translate for you. The CPUC will provide the interpreter cost free. To have an interpreter at the hearing, you must make a written request to the Acting Chief Administrative Law Judge and to the Office of the Public Advisor (see contact information, on this form) no later than five business days before the date of your hearing.
- You may provide evidence and call witnesses to testify for you. If you will be providing evidence for the record of the hearing, you must provide that evidence to CPED no later than three days before the date of your hearing.
- A party who is subject to the Expedited Citation Appeal Procedure, may at any time prior to the swearing in of the first witness at the evidentiary hearing, request termination of the Expedited Citation Appeal Procedure, and that the matter be recalendared for hearing under the Commission's regular procedure for Citation Appeals. The Commission or the assigned Administrative Law Judge, when the public interest so requires, may at any time prior to the filing of a resolution addressing the Citation Appeal, terminate the Expedited Citation Appeal Procedure and recalendar the matter for hearing under the Commission's regular procedure for Citation Appeals.

**Regular Procedure for Citation Appeals**

For cases exceeding the small claims threshold above, or when the appellant requests termination of the expedited procedure, the CPUC will use the regular procedure for citation appeals.

- You may have an attorney or someone else represent you, but you must pay for the attorney or other representative.
- You may ask for a transcript of the hearing, but you must pay the cost of the transcript.
- You are entitled to have an interpreter present at the hearing to translate for you. The CPUC will provide the interpreter, and you will not have to pay for the interpreter's service. To have an interpreter at the hearing, you must make a written request to the Acting Chief Administrative Law Judge and to the Office of the Public Advisor (see contact information, below) no later than five business days before the date of your hearing.

- You may provide evidence and call witnesses to testify for you. If you will be providing evidence for the record of the hearing, you must provide that evidence to CPED no later than three days before the date of your hearing.

## **WHERE CAN I GET HELP?**

The CPUC's **Public Advisor's Office** can help you file your appeal. The Public Advisor's Office cannot appear at the hearing with you or help you present your appeal but can help you understand the appeal process. The Public Advisor's Office can be reached at:

Telephone: 866-849-8390 or 415-703-2074

Email: [public.advisor@cpuc.ca.gov](mailto:public.advisor@cpuc.ca.gov)

Mail: CPUC Public Advisor, 505 Van Ness Avenue, San Francisco, CA 94102

Administrative Law Judge Division  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102



## CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) INSTRUCTIONS FOR FILING A NOTICE OF APPEAL AND CERTIFICATE OF SERVICE FOR A CITATION APPEAL

***Note:** When filing a citation appeal, it is important to review both the specific Citation Program under which your citation has been issued and Resolution ALJ-377. The Pilot Rules enacted in Resolution ALJ-299<sup>1</sup> and these Revised Rules enacted in Resolution ALJ-377<sup>2</sup> require citation appeals after January 1, 2015 to be filed with the CPUC's Docket Office.<sup>3</sup> Appendix A of Resolution ALJ-377 lists the Citation Appellate and General Order Appellate Rules ("Citation Appellate Rules"). Appendix B of Resolution ALJ-377 describes the interaction between Resolution ALJ-377 and the individual Citation Programs in existence as of the adoption of Resolution ALJ-377. The cited entity initiating the appeal is referred to as an "appellant" under Resolution ALJ-377, Citation Appellate Rule 2.*

*Resolution ALJ-377 can be found at the following link and the citing authority should provide a copy of it when the citation is issued:*

*<https://docs.cpuc.ca.gov/ResolutionSearchForm.aspx>.*

*A copy of the Citation Program under which the citation is issued can be obtained from the CPUC Division issuing the citation.*

*It is useful to also refer to the CPUC's Rules of Practice and Procedure (P&P Rules), as they are referred to in Resolution ALJ-377. The P&P Rules can be found on the CPUC's webpage <http://www.cpuc.ca.gov/codelawsrules/>.*

*The requirements for formatting your document and how and where to file are generally set forth in P&P Rules 1.5, 1.6 and 1.13. There is no filing fee for filing the Notice of*

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<sup>1</sup> Effective as of January 1, 2015

<sup>2</sup> Effective as of July 1, 2020

<sup>3</sup> Rule 2 of the Citation Appellate Rules refers to a "Citation Program" as the "individual applicable statute, General Order or Resolution authorizing the issuance of a citation or authorizing the revocation of a license."



*Appeal. If you are filing your Notice of Appeal in hard copy, then submit an original and six exact copies of the document (including any attachments but not including the transmittal letter, if any.) (See P&P Rule 1.13(a)(2).) If you are filing electronically, please refer to the requirements in P&P Rule 1.13(b).*

*If you need general assistance with or have a question about filing the Notice of Appeal, contact the CPUC's Public Advisor's Office:*

The Public Advisor – CPUC  
505 Van Ness Avenue  
San Francisco, CA 94102  
(866) 849-8390 (toll free)  
[public.advisor@cpuc.ca.gov](mailto:public.advisor@cpuc.ca.gov)

**Specific Instructions for Using the Citation Appeal Forms:**

*Insert the following information into the blanks with the corresponding letters.*

**NOTICE OF APPEAL FORM**

- A. Insert the name of the person or entity filing the Notice of Appeal.  
(Citation Appellate Rule 3 and P&P Rule 1.6(b).)
- B. Insert the number of the citation being appealed and the date the citation was issued. (e.g., Citation Number 12345 issued on January 1, 2015).  
(Citation Appellate Rule 3.)
- C. Insert the amount of the citation. (Citation Appellate Rule 3.)
- D. Insert the name of the person or entity filing the Notice of Appeal.
- E. Insert the date of the citation that is appealed. (Citation Appellate Rule 5.)
- F. Insert the amount of the fine.

- G. Insert the date of any extension of time to file the appeal granted by CPED (if applicable).
- H. Insert the rationale for the appeal as specifically instructed in the Citation Program. If a Citation Program is silent on instructions for setting forth the rationale for the appeal, the Notice of Appeal must state the grounds for the appeal. The Notice of Appeal must also set forth additional items, if any, as required by the Citation Program. (Citation Appellate Rule 5.) If the Citation Program authorizes appellant to request an extension of time from a Division Director to file a Notice of Appeal, any extension received must be in writing and attached to the Notice of Appeal. (Citation Appellate Rules 4 and 5.)
- I. Insert the date that the Notice of Appeal is signed.
- J. Insert the name of the city in which the Notice of Appeal is signed.
- K. Insert the signature, name, mailing address, telephone number and, if available, electronic mail address of the person authorized to receive service and other communications on behalf of the person tendering the document. (P&P Rules 1.6 and 1.8.) This information is very important because it will be used by the CPUC to develop the official service list to give you notice of further required actions, hearing dates, etc. in the citation appeal. **Note:** *P&P Rule 1.8 requires this document to be signed. Please read the rule carefully as to who may sign the document, how to handle a document tendered on behalf of more than one person, and what representations are made by the signature.*
- L. List here all attachments to the Notice of Appeal and make sure the documents are attached in the format and manner required by P&P Rules 1.5 and 1.13. **Note:** *Citation Appellate Rule 4 requires any authorization of an extension of time to file a Notice of Appeal to be writing and attached to the Notice of Appeal. Rule 4 states: "Unless authorized by a Citation Program, there shall be no extension of time to file a Notice of Appeal from a citation issued pursuant to a Citation Program.....Any authorization of an extension of time to file a Notice of Appeal must be made by the Director (or designee) of the Commission Division*

*which issued the citation, in writing, subject to the provisions of the Citation Program, and must be attached to the Notice of Appeal.”*

## **CERTIFICATE OF SERVICE FORM**

**Note 1:** *If you are filing the Notice of Appeal in hard copy, the Certificate of Service MUST be attached to the Notice of Appeal. If you are filing the Notice of Appeal electronically, according to P&P Rule 1.13(b), the Certificate of Service must be transmitted with the document as a separate document when filing electronically, and this separate document must have its own caption. (See generally Citation Appellate Rule 6 and P&P Rule 1.9(e).)*

**Note 2:** *A Citation Appeal must be served at a minimum on the Chief Administrative Law Judge (with a copy to: [ALJ\\_Div\\_Appeals\\_Coordinator@cpuc.ca.gov](mailto:ALJ_Div_Appeals_Coordinator@cpuc.ca.gov)), and on the Director of the Consumer Protection and Enforcement Division, on the same day that the Notice of Appeal is filed. The Notice of Appeal must also be served on other entities if required by the Citation Program. (See Citation Appellate Rule 6.)*

M. Insert the date that the Notice of Appeal is served.

N. Insert the names and addresses (and email addresses if served electronically) of the persons served with the Notice of Appeal. The generic position names and addresses for the Chief Administrative Law Judge and Director of the Consumer Protection and Enforcement Division are listed on the template. Because the persons in these positions may change, you will have to look up the individual names and email addresses to insert in the template. These names and email addresses can be found on the Commission website.

O. Insert the date the Certificate of Service is signed.

P. Insert the name of the city in which the Certificate of Service is signed.

Q. The person who serves the Notice of Appeal must sign the Certificate of Service and their name must be printed under the signature line.

## **PRIVACY NOTICE FORM**

**Note:** *The citation appeal is filed with the CPUC, becomes a public record, and will be posted on the Commission's website. Therefore, any information you provide in the Notice of Appeal, including but not limited to, your name, address, city, state, zip code, telephone number, email address, the facts of your rationale for the citation appeal and any other facts stated therein, will be available on-line for later public viewing. The Privacy Statement attached to the Notice of Appeal must be filled out.*

*In limited circumstances, the CPUC may file a document under seal. If you wish to seek to file the Notice of Appeal with some or all of the information under seal, you cannot file electronically and must file in hard copy. Furthermore, that document must be tendered with a motion setting forth the rationale and legal citations as to why portions of the document should be filed under seal and tendered as follows. The Notice of Appeal itself and requisite exact copies should be tendered in both a redacted form (e.g., the document with the alleged confidential information excised) and unredacted form (e.g., a complete copy of the document, with both the public and allegedly confidential information included, in a sealed envelope). It is anticipated that Notices of Appeal for citation appeals will be filed as public documents. In the unlikely event you believe that there are legal grounds for filing a portion of the Notice of Appeal under seal, it may be helpful to consult a private attorney or representative to assist in your representation. However, please note that the timeframes for filing a Notice of Appeal in many citation appeals are short, so you should commence this process as soon as possible.*

R. Sign and date the Privacy Notice and print your name under the signature.

**See Next Page for  
Notice of Appeal Form**

***\*(Note: The capital letters in parenthesis correspond to the instruction sheet and are not part of the official filing.)***

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

Appeal of

(A)\* \_\_\_\_\_

\_\_\_\_\_ from (B) \_\_\_\_\_

In the amount of (C) \_\_\_\_\_ issued by the California Public

Utilities Commission Consumer Protection and Enforcement

Division

(Leave blank for PUC use)

**NOTICE OF APPEAL**

(D) \_\_\_\_\_ files this Notice of Appeal from the citation issued  
on (E) \_\_\_\_\_ with a fine amount of (F)\$ \_\_\_\_\_.

An extension was granted by CPED (if applicable) to (G) \_\_\_\_\_ to file  
this appeal.

The rationale for the appeal is as follows:

(H) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Dated (I) \_\_\_\_\_, at (J) \_\_\_\_\_, California.

(K)\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Attachments

(L)\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## CERTIFICATE OF SERVICE

***(Note: The Certificate of Service is attached to the Notice of Appeal only when filing by hard copy. If filing by electronic copy, you must file the Certificate of Service as a separate document. A template for the Certificate of Service as a separate document is also attached to this package.)***

I certify that on (M)\_\_\_\_\_, I have by mail this day served a true copy of the original attached Notice of Appeal on: (N) (Insert Name of Chief Administrative Law Judge\_\_\_\_\_), Chief Administrative Law Judge, California Public Utilities Commission, 505 Van Ness Avenue, 5<sup>th</sup> Floor, San Francisco, CA 94102, (Insert email of Chief Judge)\_\_\_\_\_; [ALJ\\_Div\\_Appeals\\_Coordinator@cpuc.ca.gov](mailto:ALJ_Div_Appeals_Coordinator@cpuc.ca.gov) (electronically); (Insert Name of Director of Consumer Protection and Enforcement Division\_\_\_\_\_, Director, Consumer Protection and Enforcement Division, 505 Van Ness Avenue, San Francisco, CA 94102, (Insert email of Director of CPED)\_\_\_\_\_); and (Insert the names, addresses and emails of anyone else required to be served by the Citation Program you are cited under):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

Dated (O)\_\_\_\_\_, at (P)\_\_\_\_\_, California.

(Q)

\_\_\_\_\_

\_\_\_\_\_



## **Privacy Notice**

This message is to inform you that the Docket Office of the California Public Utilities Commission (CPUC) intends to file the above-referenced Notice of Appeal electronically instead of in paper form as it was submitted.

Please note: Whether or not your Notice of Appeal is filed in paper form or electronically, Notices of Appeal filed with the CPUC become a public record and may be posted on the CPUC's website. Therefore, any information you provide in the Notice of Appeal, including but not limited to, your name, address, city, state, zip code, telephone number, E-mail address and the rationale of your Notice of Appeal may be available on-line for later public viewing.

Having been so advised, the Undersigned hereby consents to the filing of the referenced Notice of Appeal.

(R)

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Signature (same as person authorized to sign the Notice of Appeal)

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Date

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Print Name

**See Next Page for  
Certificate of Service Form  
For Electronic Filings**

***\*(Note: The capital letters in parenthesis correspond to the instruction sheet and are not part of the official filing.)***

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

Appeal of

(A)\* \_\_\_\_\_

\_\_\_\_\_ from (B) \_\_\_\_\_

In the amount of (C) \_\_\_\_\_ issued by the California Public

Utilities Commission Consumer Protection and Enforcement

Division

(Leave blank for PUC use)

**CERTIFICATE OF SERVICE**

I certify that on (M) \_\_\_\_\_, I have by mail this day served a true copy of the original attached Notice of Appeal on (N)(Insert Name of Chief Administrative Law Judge \_\_\_\_\_, Chief Administrative Law Judge, California Public Utilities Commission, 505 Van Ness Avenue, 5<sup>th</sup> Floor, San Francisco, CA 94102, (Insert email of Chief Judge); [ALJ\\_Div\\_Appeals\\_Coordinator@cpuc.ca.gov](mailto:ALJ_Div_Appeals_Coordinator@cpuc.ca.gov) (electronically); (Insert Name of Director of Consumer Protection and Enforcement Division) \_\_\_\_\_, Director, Consumer Protection and Enforcement Division, 505 Van Ness Avenue San Francisco, CA 94102, (Insert email of Director of CPED) \_\_\_\_\_);

and (Insert the names, addresses and emails of anyone else required to be served by the Citation Program you are cited under):

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Dated (O)\_\_\_\_\_, at (P)\_\_\_\_\_, California.

(Q)

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***(Note: This Certificate of Service as a separate document is to be used if you are filing the Notice of Appeal electronically. If you are filing the Notice of Appeal by hard copy, you must attach the Certificate of Service to the Notice of Appeal.)***

**PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

Resolution ALJ-187  
Administrative Law Judge Division  
September 22, 2005

**R E S O L U T I O N**

RESOLUTION ALJ-187. Adopts Procedures for Appeal of Citations Issued to Household Goods Carriers, Charter Party Carriers, and Passenger Stage Corporations.

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By a series of previous resolutions, the Commission has developed a program under which the Consumer Protection and Safety Division (CPSD) is authorized to issue citations to various classes of carriers for violation of the Public Utilities Code or Commission orders. In turn, a carrier issued such a citation may accept the fine imposed or contest it through a process of appeal. Now, in an effort to make this program more comprehensive and this process more efficient, the Commission has prepared new procedures to govern the appeal of these citations.

A draft of this resolution was issued on August 19, 2005, for public review and comment. No one filed comments. The resolution is adopted as originally proposed with minor clarifications.

**IT IS THEREFORE RESOLVED** that the following procedures shall govern appeals of citations for violation of statutes or Commission orders relating to household goods carriers, charter party carriers, and passenger stage corporations:

1. *Citation: Contents.* The citation served upon the respondent by the investigator shall include:
  - (a) A specification of each statute or Commission order allegedly violated;
  - (b) A statement of the facts upon which each alleged violation is based;
  - (c) A statement that the respondent may either pay the amount of the fine set forth in the citation or appeal the citation, as set forth herein, and that the respondent will forfeit the right to appeal the citation by failing to do either of these things within the allowable period;

- (d) An explanation of how to file an appeal, including an explanation of the respondent's right to have a hearing, to have a representative at the hearing, to request a transcript, and to request an interpreter; and
  - (e) A form of Notice of Appeal, and the form for requesting an interpreter.
- 2. *Citation: Response.* The respondent, within 20 days after the date of service of the citation, shall either remit payment of the full amount of the fine to CPSD, agree with CPSD on conditions for payment, or serve a Notice of Appeal upon CPSD. Upon request made to CPSD before the expiration of this deadline, the time to pay the fine or serve a Notice of Appeal may be extended by CPSD for a reasonable period not to exceed 30 days. CPSD may, in its discretion, grant one additional extension at the request of the respondent.
- 3. *Citation: Payment of fine; default.* If the respondent pays the full amount of the fine within the time allowed hereunder, the citation shall become final. If the respondent, within the time allowed pursuant to Paragraph 2, fails to pay the full amount of the fine or to file a Notice of Appeal, or if the respondent, having entered into an agreement with CPSD, fails to comply with any provision of that agreement, the respondent shall be in default, and the citation shall become final. In this event, the respondent shall have forfeited its right to appeal the citation, and CPSD shall immediately suspend the respondent's license. If the respondent fails to pay the full amount of the fine within 30 days thereafter, CPSD shall revoke the respondent's license, and may take any other action provided by law to recover any unpaid fine and ensure compliance with applicable statutes and Commission orders.
- 4. *Citation: Appeal.*
  - (a) The Chief Administrative Law Judge shall designate an Administrative Law Judge to hear appeals of citations.
  - (b) Appeals of citations shall be heard in the Commission's San Francisco or Los Angeles courtrooms on regularly scheduled days. Appeals shall be calendared accordingly, except that a particular matter may be recalendared at the direction of the designated Administrative Law Judge.
  - (c) The appeal shall be brought by serving a Notice of Appeal upon CPSD, and the respondent shall indicate the grounds for the appeal in the notice. CPSD shall promptly advise the Chief Administrative Law Judge upon receipt of a timely Notice of Appeal.
  - (d) Upon advice from CPSD that a citation has been appealed, the Chief Administrative Law Judge shall promptly forward the matter to the

designated Administrative Law Judge, who shall set the matter for hearing on the first Citation Calendar not less than 10 days after advice of the appeal is received from CPSD. The Administrative Law Judge may, for good cause shown or upon agreement of the parties, grant a reasonable continuance of the hearing.

- (e) The respondent may order a transcript of the hearing, and shall pay the cost of the transcript in accordance with the Commission's usual procedures.
  - (f) The respondent shall be entitled to the services of an interpreter at the Commission's expense upon written request to the Chief Administrative Law Judge not less than three business days prior to the date of the hearing.
  - (g) The respondent may be represented at the hearing by an attorney or other representative, but such representation shall be at the respondent's sole expense.
  - (h) At the hearing, CPSD shall open and close. The Administrative Law Judge may, in his or her discretion, alter the order of presentation. Formal rules of evidence do not apply, and all relevant and reliable evidence may be received in the discretion of the Administrative Law Judge.
  - (i) Ordinarily, the appeal shall be submitted at the close of the hearing. In the discretion of the Administrative Law Judge upon a showing of good cause, the record may be kept open for a reasonable period to permit a party to submit additional evidence or argument.
  - (j) The Administrative Law Judge shall issue an order resolving the appeal not later than 30 days after the appeal is submitted, and the order shall be placed on the first available agenda, consistent with the Commission's applicable rules.
  - (k) From the date that CPSD receives a Notice of Appeal to and including the date when the final order is issued, neither the respondent nor the investigator, or agent or other person on behalf of the respondent or investigator, may communicate regarding the appeal, orally or in writing, with a Commissioner, Commissioner's advisor, or Administrative Law Judge, except as expressly permitted under these procedures.
5. *New Operating Authority.* A carrier whose license has been revoked hereunder may apply for new operating authority upon paying the fine in full. The application shall document (1) full payment of the fine, (2) correction of all violations for which the carrier was cited, (3) actions the carrier proposes in

order to prevent future violations, and (4) any other evidence demonstrating the carrier's ability and commitment to conducting its proposed operations in compliance with statutes and Commission orders.

This resolution becomes effective today.

I certify that this resolution was adopted by the Public Utilities Commission at its regular meeting on September 22, 2005, the following Commissioners approving it:

/s/ STEVE LARSON

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STEVE LARSON  
Executive Director

MICHAEL R. PEEVEY  
President  
GEOFFREY F. BROWN  
SUSAN P. KENNEDY  
DIAN M. GRUENEICH  
JOHN A. BOHN  
Commissioners



## **CERTIFICATE OF SERVICE**

I certify that I have this day served the following documents on

**Carey Limousine S.F., Inc.**

**TCP 9906-A**

**Case # CSE-457**

1. Administrative Citation T.2025-09-005
2. Citation Compliance Agreement
3. Investigation Report and Attachments
4. How to File an Appeal
5. Notice of Appeal Form and Certificates of Service Form (from Resolution ALJ-377)
6. Resolution ALJ-187
7. Certificate of Service

Date: September 12, 2025



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James Barbarick  
TEB Enforcement Analyst