



Res 20

ORIGINAL

1 DAVID A. ROSENFELD, Bar No. 058163  
 2 CAREN P. SENCER, Bar No. 233488  
 3 LISL R. DUNCAN, Bar No. 261875  
 WEINBERG, ROGER & ROSENFELD  
 4 A Professional Corporation  
 1001 Marina Village Parkway, Suite 200  
 Alameda, California 94501-1091  
 Telephone 510.337.1001  
 5 Fax 510.337.1023

6 Attorneys for Plaintiffs  
 LAVON GODFREY and GARY GILBERT

7  
 8 JAY IAN ABOUDI, Bar No. 251984  
 THE LAW OFFICE OF JAY IAN ABOUDI  
 1855 Olympic Boulevard, Suite 210  
 9 Walnut Creek, California 94596  
 Telephone 925.465.5155  
 10 Fax 925.465.5169

11 Attorneys for Defendant  
 OAKLAND PORT SERVICES CORP.  
 12 d/b/a AB TRUCKING

13 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 14 IN AND FOR THE COUNTY OF ALAMEDA

15	LAVON GODFREY and GARY GILBERT, on )	Case No.	RG08379099
16	behalf of themselves and all others similarly )		
17	situated, )		
18	Plaintiffs, )		JOINT COMPLEX CASE
19	v. )		MANAGEMENT CONFERENCE
20	OAKLAND PORT SERVICES CORP. d/b/a )	Date: May 13, 2011	STATEMENT
21	AB TRUCKING, and DOES 1 through 20, )	Time: 10:00 a.m.	
22	inclusive, )	Judge: Robert B. Freedman	
	Defendants. )	Dept.: 20	

23 Plaintiffs LAVON GODFREY and GARY GILBERT (collectively "Plaintiffs") and  
 24 Defendant OAKLAND PORT SERVICES CORP. d/b/a AB TRUCKING ("AB Trucking") submit  
 25 this Joint Complex Case Management Statement in preparation for the complex case management  
 26 conference ("CCMC") scheduled for May 13, 2011 at 10a.m.

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FAXED

1           A.     FACTUAL SUMMARY

2           This is a wage and hour class action suit brought by two former drivers of Defendant AB  
3 Trucking. Plaintiffs allege unfair business practices, violations of the California Labor Code and  
4 violations of the Port of Oakland's Living Wage Ordinance (Oakland City Charter, Section 728)  
5 ("OLW"). Plaintiffs seek to recover all wages alleged to be due and alleged applicable penalties  
6 on behalf of themselves and the Class. Plaintiffs also seek the difference between the Living Wage  
7 and the lower wage rate alleged to have been paid for the four (4) years prior to the filing of the  
8 Complaint, for themselves and the Class. Plaintiffs request treble damages pursuant to the OLW,  
9 costs of litigation and attorneys' fees.

10           AB Trucking denies all of Plaintiffs' allegations.

11           B.     PARTIES

12           The two individual Plaintiffs are truck drivers who allege to have worked for Defendant  
13 and are representatives of the Class and Subclasses. Plaintiffs and the Class are represented by the  
14 law firm Weinberg, Roger and Rosenfeld, 1001 Marina Village Parkway, Suite 200, Alameda, CA  
15 94501.

16           Defendant is a small trucking company and is represented by the Law Office of Jay Ian  
17 Aboudi, 1855 Olympic Boulevard, Suite 210, Walnut Creek, CA 94596.

18           C.     DEADLINES AND LIMITS ON JOINDER AND AMENDED PLEADINGS

19           The parties do not intend to join any additional parties.

20           D     CLASS NOTICE

21           1.     **Plaintiffs report:**

22           The Class Notice was sent to the Class. Pursuant to the list provided by Defendant, 81  
23 class members were sent a notice packet; 10 requests to be excluded were received. Plaintiffs are  
24 investigating whether there has been any undue influence involved as a number of the requests are  
25 identical in format and from current employees; 25 notice packets were returned by the post office  
26 as undeliverable; and 1 class member of the original 81 (also included in the 25 undeliverables),  
27 who has a new address from that on the list provided, notified Plaintiffs' counsel of this address  
28 change and was sent a notice packet at the new address. No "skip trace" of the addresses on each

1 of the undeliverable packets has yet been performed, though this could promptly be performed  
2 should the Court indicate that is the best way to proceed. The time period in which class members  
3 could choose to opt-out has concluded.

4 E. MEDIATION DISCUSSIONS

5 The parties engaged in an attempt to select a mediator and have gone back and forth  
6 suggesting proposed mediators, many of whom are listed on the Court's Alternative Dispute  
7 Resolution list. At the time of the filing of this statement, the parties have not come to an  
8 agreement on a mediator.

9 If the parties have not agreed upon a mediator by the CCMC, the parties agree to each  
10 submit names of three suggested mediators to the Court for the Court to select one of the six  
11 options.

12 F. PROPOSED LITIGATION SCHEDULE

13 1. **Merits Discovery prior to trial:**

14 Plaintiffs intend to conduct a half day deposition of the person most qualified at the Port of  
15 Oakland to authenticate and explain certain documents already in Plaintiffs' possession. Plaintiffs  
16 have noticed this deposition for June 9, 2011. Plaintiffs may take additional depositions of class  
17 members.

18 Defendant intends to conduct additional depositions of unnamed class members anticipated  
19 to last no more than a half day respectively. Defendant anticipates noticing these depositions for  
20 June 2011.

21 2. **Contemplated dispositive motions:** The parties intend to file dispositive motions.  
22 Plaintiffs intend to file a motion for summary judgment and adjudication in August 2011.

23 Defendant intends to file a motion to decertify the class in August 2011.

24 3. **Trial date:** The Court set the trial in the matter for November 29, 2011.

25 4. **Timeline for trial:** Plaintiffs propose bifurcation of liability and damage issues at  
26 trial to increase efficiency. Plaintiffs anticipate the liability stage of the trial to take 3-4 days.  
27 Depending on the number of claims, if any, for which Defendant is found liable, Plaintiffs predict  
28 the damages portion of the trial will take 1-3 days. Defendant is amenable to any possible

1 bifurcation of liability and damage issues but believes that this question should be addressed after  
2 the Court rules on the contemplated dispositive motions above. Defendant anticipates the trial will  
3 take, at a minimum, 7 days.

4 **5. Separation of issues between Court and jury:**

5 Defendant believes that it is premature to determine if any issues should be separated  
6 between Court and Jury.

7 Plaintiffs withdrew their original request for a jury trial. Plaintiffs wish to proceed on all  
8 issues before the Court. Plaintiffs propose that, should a jury trial occur, for any reason presently  
9 unknown to the parties, the legal issues should be decided by the Court and the factual issues  
10 should be decided by the jury. If no jury trial occurs, the Court should decide all issues. Plaintiffs  
11 presented the Court with an explanation of the legal and factual issues in its last CCMC statement;  
12 Plaintiffs will provide this again should the Court wish.

13 **G. TRIAL MANAGEMENT PLAN**

14 The parties are still meeting and conferring on this issue.

15 **H. POTENTIAL EVIDENTIARY ISSUES**

16 There are no potential evidentiary issues identified at this time, although some may arise as  
17 the result of additional discovery, dispositive motions and/or bifurcation of the liability and  
18 damages issues at trial.

19 **I. PROCEDURAL POSTURE**

20 **1. Unserved Parties:** All named Defendants have been served.

21 **2. Unserved/Unfiled Cross-Complaints:** None known.

22 **3. Related Actions:** None known.

23 **4. Jurisdictional or Venue Issues:** None known or anticipated.

24 **5. Discovery Status:** The parties continue to engage in the meet and confer process  
25 regarding the discovery outlined above, as well as continuing to conduct discovery.

26 **6. Unresolved Law and Motion Matters:** The parties will set dates for the  
27 dispositive motions as outlined above.

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1           7.     **ADR Proceedings:** The parties intend to go to mediation as described above.

2           8.     **Severance of Issues for Trial:** There are currently no known issues that  
3 should be severed for trial purposes, other than bifurcation of liability and damage issues as  
4 suggested above.

5           9.     **Calendar Conflicts:** As of this date, there are no known conflicting trial dates for  
6 either Plaintiffs' counsel or Defendant's counsel.

7 Dated: May 6, 2011


**WEINBERG, ROGER & ROSENFELD**  
A Professional Corporation

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9  
10 By:   
11 **DAVID A. ROSENFELD**  
**CAREN P. SENCER**  
**LISL R. DUNCAN**  
Attorneys for Plaintiffs

12 APPROVED AS TO FORM:

13 Dated: May 6, 2011

**THE LAW OFFICE OF JAY IAN ABOUDI**

14  
15 By:   
16 **JAY IAN ABOUDI**  
Attorneys for Defendant

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**WEINBERG, ROGER & ROSENFELD**  
A Professional Corporation  
1891 Malibu Village Parkway  
Suite 200  
Malibu, CA 90265-4851  
310.377.8881

**PROOF OF SERVICE**  
(CCP 1013)

I am a citizen of the United States and an employee in the County of Alameda, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1001 Marina Village Parkway, Suite 200, Alameda, California 94501-1091. On May 6, 2011, I served upon the following parties in this action:

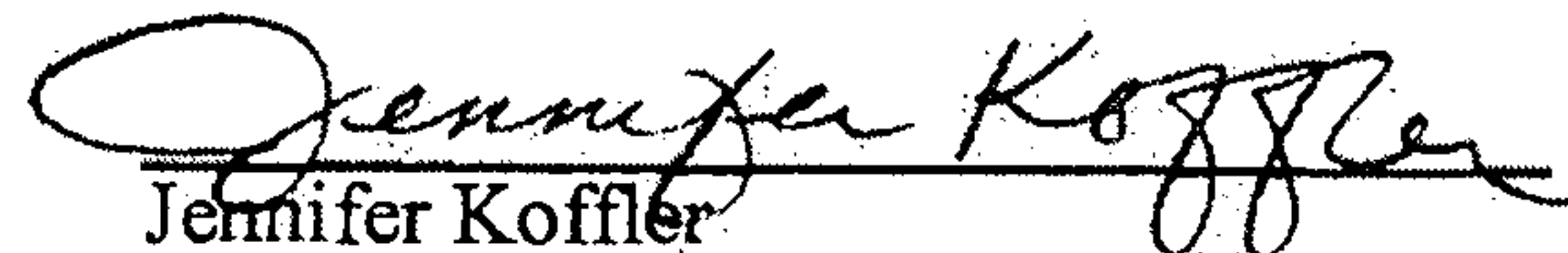
Jay Ian Aboudi  
The Law Office of Jay Ian Aboudi  
1855 Olympic Blvd., Ste. 210  
Walnut Creek, CA 94596  
[jay@aboudi-law.com](mailto:jay@aboudi-law.com)

copies of the document(s) described as:

**JOINT COMPLEX CASE MANAGEMENT CONFERENCE STATEMENT**

- BY MAIL** I placed a true copy of each document listed herein in a sealed envelope, addressed as indicated herein, and caused each such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Alameda, California. I am readily familiar with the practice of Weinberg, Roger & Rosenfeld for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection.
- BY OVERNIGHT DELIVERY SERVICE** I placed a true copy of each document listed herein in a sealed envelope, addressed as indicated herein, and placed the same for collection by Overnight Delivery Service by following the ordinary business practices of Weinberg, Roger & Rosenfeld, Alameda, California. I am readily familiar with the practice of Weinberg, Roger & Rosenfeld for collection and processing of Overnight Delivery Service correspondence, said practice being that in the ordinary course of business, Overnight Delivery Service correspondence is deposited at the Overnight Delivery Service offices for next day delivery the same day as Overnight Delivery Service correspondence is placed for collection.
- BY E-MAIL** I caused to be transmitted each document listed herein via the e-mail address(es) listed above or on the attached service list.

I certify under penalty of perjury that the above is true and correct. Executed at Alameda, California, on May 6, 2011.

  
Jennifer Koffler

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