

FILED BY E-DELIVERY

ALAMEDA COUNTY

July 29, 2011

CLERK OF
THE SUPERIOR COURT
By Rosanne Case, Deputy

CASE NUMBER:

RG08379099

1 DAVID A. ROSENFELD, Bar No. 058163
CAREN P. SENCER, Bar No. 233488
2 LISL R. DUNCAN, Bar No. 261875
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6 Attorneys for Plaintiffs
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11 Attorney for Defendant
12 OAKLAND PORT SERVICES CORP.
d/b/a AB TRUCKING

14 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 IN AND FOR THE COUNTY OF ALAMEDA

16 LAVON GODFREY and GARY GILBERT, on) Case No. RG08379099
behalf of themselves and all others similarly)
17 situated,)

18 Plaintiffs,)

19 v.)

20 OAKLAND PORT SERVICES CORP. d/b/a)
AB TRUCKING, and DOES 1 through 20,)
21 inclusive,)

22 Defendants.)

) JOINT CASE MANAGEMENT
) CONFERENCE STATEMENT

) Date: August 5, 2011

) Time: 11:00 a.m.

) Dept: 20

) Judge: Robert B. Freedman

23
24 Plaintiffs LAVON GODFREY and GARY GILBERT (collectively "Plaintiffs") and
25 Defendant OAKLAND PORT SERVICES CORP. d/b/a AB TRUCKING ("AB Trucking") submit
26 this Joint Complex Case Management Statement in preparation for the complex case management
27 conference ("CCMC") scheduled for August 5, 2011 at 11:00 a.m.

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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. MEDIATION DISCUSSIONS

21 The parties attended a mediation with Barry Winograd on June 24, 2011, which proved
22 unsuccessful.

23 E. CLASS NOTICE

24 1. **Plaintiffs report:**

25 The Class Notice was sent to the Class. Plaintiffs raised the possibility of undue influence
26 with respect to opt-outs to the Court at the last CCMC. Plaintiffs have been investigating whether
27 any undue influence occurred. Plaintiffs took the depositions of two opt-out individuals and
28 interviewed several class members. Plaintiffs had hoped this issue would become moot as a result

1 of the mediation held between the parties on June 24, 2011, however, as the mediation proved
2 unsuccessful, Plaintiffs continue to investigate this issue.

3 F. PROPOSED LITIGATION SCHEDULE

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

5 Plaintiffs will obtain authentication of documents produced by the City and Port of
6 Oakland, though perhaps through means other than deposition. Plaintiffs may take additional
7 depositions of class members.

8 Defendant intends to conduct additional depositions of unnamed class members anticipated
9 to last no more than a half day respectively.

10 2. **Contemplated dispositive motions:** The parties intend to file dispositive motions.
11 Plaintiffs intend to file a motion for summary adjudication to be heard October 28, 2011.

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

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

14 4. **Timeline for trial:** Plaintiffs propose bifurcation of liability and damage issues at
15 trial to increase efficiency. Plaintiffs anticipate the liability stage of the trial to take 3-4 days.
16 Depending on the number of claims, if any, for which Defendant is found liable, Plaintiffs predict
17 the damages portion of the trial will take 1-3 days. Defendant is amenable to any possible
18 bifurcation of liability and damage issues but believes that this question should be addressed after
19 the Court rules on the contemplated dispositive motions above. Defendant anticipates the trial will
20 take, at a minimum, 7 days.

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

22 Defendant advised the Court at the previous CCMC that it did not presently intend to
23 request a jury.

24 Plaintiffs withdrew their original request for a jury trial. Plaintiffs wish to proceed on all
25 issues before the Court. Plaintiffs propose that, should a jury trial occur, for any reason presently
26 unknown to the parties, the legal issues should be decided by the Court and the factual issues
27 should be decided by the jury. If no jury trial occurs, the Court should decide all issues. Plaintiffs
28 presented the Court with an explanation of the legal and factual issues in its last CCMC statement;

1 Plaintiffs will provide this again should the Court wish.

2 G. TRIAL MANAGEMENT PLAN

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

4 H. POTENTIAL EVIDENTIARY ISSUES

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

8 I. PROCEDURAL POSTURE

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

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

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

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

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

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

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

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

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

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1 Dated: July 28, 2011

WEINBERG, ROGER & ROSENFELD
A Professional Corporation

By: 

LISL R. DUNCAN
Attorneys for Plaintiffs

2
3
4 Dated: July 28, 2011

THE LAW OFFICE OF JAY IAN ABOUDI

By: 

JAY IAN ABOUDI
Attorneys for Defendant

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PROOF OF SERVICE
(CCP 1013)

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3 I am a citizen of the United States and an employee in the County of Alameda, State of
4 California. I am over the age of eighteen years and not a party to the within action; my business
5 address is 1001 Marina Village Parkway, Suite 200, Alameda, California 94501-1091. On July 28,
6 2011, I served upon the following parties in this action:

7 Jay Ian Aboudi
8 The Law Office of Jay Ian Aboudi
9 1855 Olympic Blvd., Ste. 210
10 Walnut Creek, CA 94596
11 jay@aboudi-law.com

12 copies of the document(s) described as:

JOINT CASE MANAGEMENT CONFERENCE STATEMENT

- 13 **BY MAIL** I placed a true copy of each document listed herein in a sealed envelope,
14 addressed as indicated herein, and caused each such envelope, with postage thereon fully
15 prepaid, to be placed in the United States mail at Alameda, California. I am readily familiar
16 with the practice of Weinberg, Roger & Rosenfeld for collection and processing of
17 correspondence for mailing, said practice being that in the ordinary course of business, mail
18 is deposited in the United States Postal Service the same day as it is placed for collection.
- 19 **BY OVERNIGHT DELIVERY SERVICE** I placed a true copy of each document listed
20 herein in a sealed envelope, addressed as indicated herein, and placed the same for
21 collection by Overnight Delivery Service by following the ordinary business practices of
22 Weinberg, Roger & Rosenfeld, Alameda, California. I am readily familiar with the practice
23 of Weinberg, Roger & Rosenfeld for collection and processing of Overnight Delivery
24 Service correspondence, said practice being that in the ordinary course of business,
25 Overnight Delivery Service correspondence is deposited at the Overnight Delivery Service
26 offices for next day delivery the same day as Overnight Delivery Service correspondence is
27 placed for collection.
- 28 **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 July 28, 2011.


Jennifer Koffler

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