



1 JAY IAN ABOUDI (SBN: 251984)  
 2 THE LAW OFFICE OF JAY IAN ABOUDI  
 3 1855 Olympic Blvd., Ste. 210  
 4 Walnut Creek, CA 94596  
 Telephone: (925) 465-5155  
 Facsimile: (925) 465-5169

**FILED**  
 ALAMEDA COUNTY

MAY 07 2010

CLERK OF THE SUPERIOR COURT  
 By *Dorothy L. Lee* Deputy

5 Attorney for Defendant  
 6 OAKLAND PORT SERVICES CORPORATION  
 7 d/b/a AB TRUCKING (erroneously sued as AB  
 TRUCKING, INC.)

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 9 FOR THE COUNTY OF ALAMEDA

11 LAVON GODFREY and GARY GILBERT, on  
 12 behalf of themselves and all others similarly  
 situated,

CASE NO. RG 08-379099

13 Plaintiffs,

**DECLARATION OF JAY IAN ABOUDI  
 IN OPPOSITION TO MOTION TO  
 CERTIFY CLASS**

14 v.

15 OAKLAND PORT SERVICES  
 16 CORPORATION d/b/a AB TRUCKING, and  
 DOES 1 through 20, inclusive,

Date: \*  
 Time: \*  
 Place: Department 20  
 Judge: Hon. Robert Freedman  
 Action Filed: March 28, 2008

17 Defendants.

19 I, JAY IAN ABOUDI, declare:

20 1. I am an attorney at law, licensed to practice before all of the courts of the State of  
 21 California and serve as General Counsel to defendant Oakland Port Services Corporation dba AB  
 22 Trucking ("AB Trucking"), erroneously sued herein as "Oakland Port Services Corp. dba AB  
 23 Trucking." I am the person most knowledgeable about the following facts and have personal  
 24 knowledge thereof. If called as a witness I could and would testify as set forth below.

25 2. Attached hereto as Exhibit A is a true and correct copy of excerpts from the reporter's  
 26 transcript of the deposition of Plaintiff Lavon Godfrey.

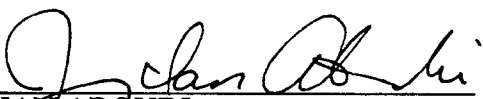
27 3. Attached hereto as Exhibit B is a true and correct copy of excerpts from the reporter's  
 28 transcript of the deposition of Plaintiff Gary Gilbert.

1           4. Attached hereto as Exhibit C is a true and correct copy of a February 8, 2010 Public  
2 Records Act request that I addressed to Mr. John T. Betterton, Secretary to the Board of  
3 Commissioners of the Port of Oakland and the March 3, 2010 response I received from Joshua  
4 Safran and David L. Alexander on behalf of the Port Authority of the Port of Oakland, with the  
5 April 12, 2010 production of records responsive to my request. The request and the response  
6 establish that AB Trucking does not receive in excess of \$50,000 worth of financial assistance  
7 from the Port and is not a Port Contractor, as otherwise would be required by Section 728((1)(B)  
8 of the Charter of the City of Oakland for AB Trucking to be considered to be a "Port-Assisted  
9 Business."

10           5. From responses and documents received during discovery, it is apparent that Ms.  
11 Godfrey has provided responses inconsistent with her Deposition testimony. Attached hereto as  
12 Exhibit D are Defendant's Form Interrogatories, Set 1. Attached hereto as Exhibit E are Plaintiff  
13 Lavon Godfrey's Responses to Defendant's Form Interrogatories, Set 1. This determination is  
14 made based on Plaintiff Lavon Godfrey's responses to Defendant's Form Interrogatory 2.8  
15 compared with the Deposition testimony of Ms. Godfrey, attached above as Exhibit A.

16           I declare under penalty of perjury under the laws of the State of California that the  
17 foregoing is true and correct.

18 Dated: May 6, 2010

19   
20 JAY IAN ABOUDI

**EXHIBIT**

**A**

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

---o0o---

LAVON GODFREY and GARY GILBERT,  
on behalf of themselves and all  
others similarly situated,

Plaintiffs,

vs.

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

Defendants.

COPY

No. RG 08-379099

DEPOSITION OF LAVON GODFREY

Volume II

(Pages 202 to 412, inclusive)

Taken before LETICIA A. RALLS, RPR  
CSR No. 10070  
December 7, 2009



One Kaiser Plaza, Suite 505  
Oakland, California 94612  
Ph 510-451-1580  
Fax 510-451-3797  
www.aikenwelch.com

DEPOSITION OF LAVON GODFREY

BE IT REMEMBERED, that pursuant to Notice of  
 Taking Deposition, and on the 7th day of December 2009,  
 commencing at the hour of 9:26 a.m. in the offices of  
 Michael Broad, Attorney at Law, 166 Santa Clara Avenue,  
 Oakland, California, before me, LETICIA A. RALLS, a  
 Certified Shorthand Reporter, personally appeared LAVON  
 GODFREY, produced as a witness in said action, and  
 being by me first duly sworn, was thereupon further  
 examined as a witness in said cause.

---o0o---

APPEARANCES:

For the Plaintiffs:

LISL R. DUNCAN  
 Weinberg, Roger & Rosenfeld  
 1001 Marina Village Parkway, Suite 200  
 Alameda, California 94501-1091

For the Defendants:

MICHAEL A. BROAD  
 Michael Broad, Attorney at Law  
 166 Santa Clara Avenue  
 Oakland, California 94610

1 For the Defendants:

2 JAY IAN ABOUDI  
3 Oakland Port Services Corporation  
4 In-House Counsel  
5 11 Burma Road  
6 Oakland, California 94607

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10 ALSO PRESENT: Bill Aboudi.  
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1 A. Yes.

2 Q. Okay. And what do you recognize this document  
3 as?

4 A. Application from AB Trucking.

5 Q. Okay. Did you receive this document that is  
6 a -- that's listed as Exhibit 1-A?

7 A. Yes.

8 Q. Okay. And at the top it has the words "Lavon  
9 Godfrey"?

10 A. Yes.

11 Q. Is that your handwriting?

12 A. I don't know.

13 Q. Okay. And then also in the right-hand corner  
14 it says a date of 12-26-06, 8:30 a.m.

15 Is that your handwriting at all?

16 A. No.

17 Q. Okay. I'd like you to go to the second page.  
18 And that's Defense Exhibit 1-B. And do you recognize  
19 this page?

20 A. Yes.

21 Q. Okay. Is that your signature where it says  
22 "Signature of Applicant" at the top of the page?

23 A. Yes.

24 Q. And did you write that date of 12-22-06?

25 A. Yes.

# Truck Driver Application for Employment



Applicant: Read and sign before submitting this application.

I understand that the information in this application will be used and that prior employers will be contacted for purposes of investigation as required by Section 391.23 of the Federal Motor Carrier Safety Regulations.

Laura Godfrey  
Signature of Applicant

12-22-06  
Date

Name LAVON Y Godfrey  
First Middle Last

Telephone #: [REDACTED]

\* Current Address P.O. Box 17036 Oakland CA 94601  
Street City State Zip Code

\* If of the above residence less than three years, list below all residences for the past three years. Attach a separate sheet if necessary.

[REDACTED] Apt C Oakland CA 94601  
Street City State Zip Code

Date of Birth 5-11-77 (Answer only if applying for driving position) Social Security #: [REDACTED]

In case of emergency notify: Trenda Gilmore Telephone #: [REDACTED]  
[REDACTED] Oakland CA 94602  
Street City State Zip Code

Position applying for Driver Temporary  Part time  Full time

Who referred you? Eric Grain Rate of pay expected? open

### GENERAL

Have you ever been bonded? NO Name of bonding company \_\_\_\_\_  
(Answer only if a job requirement)

Have you ever been convicted of a felony?  
YES - 245 = Self Defense  
If yes, please explain fully on a separate sheet of paper. Conviction of a crime is not an automatic bar to employment - all circumstances will be considered.

### FOR DRIVERS ONLY

Date of last Department of Transportation prescribed physical examination  
9-27-06

1-13



1 Q. Okay. And is that the date you filled out this  
2 Application For Employment?

3 A. Yes.

4 Q. Okay. And we talked about, down at the bottom  
5 of the first box, it says, "Who referred you," and you  
6 wrote "Eric Grain," and we talked about Eric referring  
7 you -- telling you -- was it your mother he told that  
8 you had -- there was a job available?

9 A. Yes.

10 Q. Okay. And -- and it was through that  
11 information that you came down to apply, correct?

12 A. Yes.

13 Q. Okay. And in case of emergency, Trenda  
14 Gilmore. That would be who?

15 A. My mother.

16 Q. Your mother, okay.

17 And is that your correct social security number  
18 listed there, [REDACTED]?

19 A. Yes.

20 Q. Okay. Under, "Have you ever been bonded,"  
21 there's another question. It says, "Have you ever been  
22 convicted of a felony?" It says "Yes," in self  
23 defense? Okay.

24 Can you tell me what -- did you write that?

25 A. Yes.

1 Q. Okay. Can you tell me what you meant by that?

2 A. Just what it says.

3 Q. Okay. So you have been convicted of a felony,  
4 correct?

5 A. At that time.

6 Q. At that time. And when you say "at that time,"  
7 what do you mean by "at that time"?

8 A. I don't have a felony as of now.

9 Q. Okay. What time was this when you were  
10 convicted of a felony? Approximately.

11 A. I don't -- I don't have the specific date.

12 Q. Was it in this decade, from 2000 to 2010, or  
13 was it older than that?

14 (Mr. B. Aboudi joins deposition.)

15 THE WITNESS: I don't have the exact date.

16 BY MR. BROAD:

17 Q. Okay. Was it -- I understand you don't have  
18 the exact date, but we're also entitled to best  
19 estimates based on what information you have.

20 So this felony that you brought up here --

21 MR. BROAD: Good morning.

22 MR. B. ABOUDI: Good morning.

23 BY MR. BROAD:

24 Q. This felony that you brought up here, was the  
25 conviction date -- was it within the last ten years, or

1 was it older than that?

2 A. Within the last ten years.

3 Q. Within the last ten years, okay.

4 And was that as a result of a plea bargain, or  
5 was that as a result of a conviction via trial?

6 A. I don't -- I don't have that information.

7 Q. Okay. Was that in Alameda County?

8 A. Yes.

9 Q. Okay. And you -- and "245." Can you tell me  
10 what "245" means?

11 A. I don't have that information.

12 Q. Okay. Can you tell me the nature of the felony  
13 conviction? What was it for?

14 MS. DUNCAN: The previous felony?

15 MR. BROAD: Yeah, the one that she writes here,  
16 "245."

17 THE WITNESS: I know it's assault.

18 BY MR. BROAD:

19 Q. Assault.

20 A. Yeah.

21 Q. Okay. And you also wrote self defense. What  
22 did you mean by that?

23 A. Mortal combat. Defending myself.

24 Q. Okay. And then you also testified just  
25 previously that it's -- that somehow it's no longer on

1 Q. Your employment now?

2 A. Why? Why is that important?

3 Q. I'm just asking you where you're working now.

4 A. I don't want to answer that, due to safety  
5 reasons.

6 Q. Okay. And when you say "safety," what safety  
7 are you concerned with?

8 A. Well, I just don't know if Bill want to have me  
9 killed or mad at me like that to have me knocked off or  
10 somebody following me.

11 Q. Okay. And -- let's see. See if there's  
12 anything else.

13 I think that's about it. Let me go through --  
14 let me go back. Let me leave that there.

15 MR. BROAD: Gentlemen, why don't you come over  
16 here?

17 (Recess taken.)

18 MR. BROAD: Back on the record.

19 About maybe ten more minutes of questions.

20 THE WITNESS: Okay.

21 BY MR. BROAD:

22 Q. Okay. You started working at Bay Area Beverage  
23 shortly after you ended your work at AB Trucking,  
24 correct?

25 A. Correct.

1 Q. Within a week or two?

2 A. I think it was two weeks.

3 Q. So sometime in July in 2007?

4 A. Yes.

5 Q. And you worked there for about a month,  
6 correct?

7 A. Right.

8 Q. And then you terminated your employment there  
9 because you didn't want to do the kind of manual labor  
10 that they were requiring?

11 A. No. They wasn't giving me the proper --

12 Q. Equipment?

13 A. -- equipment that I needed.

14 Q. Okay. Who was your supervisor at Bay Area  
15 Beverage, if you remember?

16 A. I don't -- I don't recall.

17 Q. Okay. And who did you tell -- did you tell  
18 anybody at Bay Area Beverage that you were leaving  
19 because they weren't giving you the proper equipment?

20 A. I just looked at my route, and I saw 12 kegs,  
21 and I said, "You got a keg dolly for me?"

22 And he said, "No; you can just put it on  
23 there."

24 And I looked at his leg, and I said, "Is that  
25 right? Do me a favor; give this route to somebody

1 else, and send me mine in the mail." And that was it.

2 Q. So you didn't give two weeks' notice either?

3 A. (Witness shakes head.)

4 Q. So during that month that you worked there, did  
5 you get a half-hour lunch break?

6 A. Yeah.

7 Q. And did you get two ten-minute breaks?

8 A. Yes.

9 Q. Okay. And -- okay. And after that, what was  
10 your next job after Bay Area Beverage?

11 Oh, before we go into that, I want to ask you:  
12 Did you talk to anybody at Bay Area Beverage about your  
13 experiences at AB Trucking?

14 A. No.

15 Q. Okay. Never mentioned -- did you mention to  
16 anybody at Bay Area Beverage about Bill Aboudi?

17 A. No.

18 Q. Did you mention to anybody at Bay Area Beverage  
19 that you didn't get your rest or meal breaks at  
20 AB Trucking?

21 A. No.

22 Q. Okay. What was your next job after Bay Area  
23 Beverage?

24 A. That's where I'm at now.

25 Q. Okay. So between July of --

**EXHIBIT**

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

---oOo---

LAVON GODFREY and GARY  
GILBERT on behalf of  
themselves and all others  
similarly situated,

COPY

Plaintiffs,

-vs-

CASE NO. RG08-379099

OAKLAND PORT SERVICES  
CORPORATION, dba AB TRUCKING,

Defendants.

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DEPOSITION OF GARY GILBERT

Volume II

(Page 126 - 259)

Taken before CYNTHIA V. GARIS

CSR No. 9402

March 22, 2010



One Kaiser Plaza, Suite 505  
Oakland, California 94612  
Ph 510-451-1580  
Fax 510-451-3797  
www.aikenwelch.com



DEPOSITION OF GARY GILBERT

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2  
3 BE IT REMEMBERED, that pursuant to Notice, and on the  
4 22nd day of March, 2010, commencing at the hour of  
5 9:20 a.m., in the offices of Santa Rita County Jail,  
6 Dublin, California, before me, CYNTHIA V. GARIS, a  
7 Certified Shorthand Reporter for the State of California,  
8 personally appeared GARY GILBERT, produced as a witness in  
9 said action, and being by me first duly sworn, was  
10 thereupon examined as a witness in said cause.  
11

12 ---oOo---

## 13 APPEARANCES:

## 14 For The Plaintiffs:

15 Lisl Duncan  
16 Weinberg, Roger & Rosenfeld  
17 1001 Marina Village Parkway, Suite 200  
18 Alameda, California 94501

## 19 For The Defendants:

20 Michael Broad  
21 Law Office Of Michael Broad  
22 166 Santa Clara Avenue  
23 Oakland, California 94610

24 Jay Aboudi  
25 Law Office Of jay Aboudi  
11 Burma Road  
Oakland, California 94607

## Also Present:

Bill Aboudi

1 A. No.

2 Q. We're taking this deposition in Santa Rita Jail  
3 because you're incarcerated here, correct?

4 A. Correct.

5 Q. Why are you incarcerated here?

6 MS. DUNCAN: Objection as to relevance, and the  
7 question is a bit broad. Do you want him to go into a  
8 narrative?

9 MR. BROAD: Yes. I want him to tell me why he's  
10 incarcerated here in Santa Rita County Jail.

11 MS. DUNCAN: Do you understand the question?

12 THE WITNESS: Yes. To my knowledge, allegedly  
13 for petty theft.

14 BY MR. BROAD:

15 Q. When did that petty theft occur?

16 A. The 21st of last month.

17 Q. That would be February 21st?

18 A. Yes.

19 Q. I take it was this a result of probation  
20 violation?

21 A. Yes.

22 Q. Who is your probation officer?

23 A. I don't have one.

24 Q. Who was your last probation officer?

25 A. I never had one.

1 Q. Why were you on probation?

2 A. Grand theft.

3 Q. That was the case back in September of 2007?

4 A. Yes.

5 Q. You were on probation for five years?

6 A. Yes.

7 Q. At your first session of your deposition you  
8 mentioned that you were incarcerated a second time at  
9 San Quentin because you pled to petty theft with a prior.  
10 Are you changing that now to grand theft?

11 MS. DUNCAN: Do you recall specifically what  
12 Mr. Broad is saying you testified to at the last  
13 deposition?

14 THE WITNESS: No.

15 BY MR. BROAD:

16 Q. You were in Santa Rita County Jail in January of  
17 this year, correct?

18 A. Correct.

19 Q. Then you were released, correct?

20 A. Correct.

21 Q. Then you were incarcerated again, correct?

22 A. Ask me again.

23 Q. You were incarcerated in January of this year in  
24 Santa Rita Jail, correct?

25 A. Yes.

1 Q. Then when we scheduled the last session of your  
2 deposition. When we arrived, you had been released. Do  
3 you know --

4 A. I don't know about that.

5 Q. Let me ask you this. Did you enter Santa Rita  
6 County Jail sometime in January of 2010?

7 A. Did I enter?

8 Q. Or become incarcerated?

9 A. No.

10 Q. Was it before then?

11 A. Yes.

12 Q. When was it, was it in December of 2009?

13 A. I was here.

14 Q. Were you incarcerated in November of 2009?

15 A. Yes.

16 Q. Can you tell me when in 2009 you first became  
17 incarcerated in Santa Rita County Jail?

18 A. I became incarcerated in August 2009. And to get  
19 past this, I was released in January 2009.

20 MS. DUNCAN: I would like to ask --

21 THE WITNESS: I mean February 2010. And I came  
22 back February 2010.

23 BY MR. BROAD:

24 Q. How long were you out when you were released in  
25 February 2010 and came back in in 2010?

1 A. Around two weeks.

2 Q. You have been in Santa Rita since that time you  
3 re-entered in February 2010?

4 A. Yes.

5 Q. When you were admitted to Santa Rita in August of  
6 2009, was that for the probation violation?

7 A. Yes.

8 Q. What was the violation that you were charged  
9 with?

10 A. Second degree robbery.

11 Q. Was that in Alameda County?

12 A. Yes.

13 Q. Were any weapons used in that robbery?

14 A. No.

15 Q. Was any force used in that robbery?

16 A. No.

17 MS. DUNCAN: By robbery, you mean the charge?

18 MR. BROAD: Yes.

19 BY MR. BROAD:

20 Q. Was there a finding made on the charges of second  
21 degree robbery?

22 A. Yes.

23 Q. What were the findings?

24 A. Dismissed in the interest of justice.

25 Q. Is that why you were released in February of

1 2010?

2 A. Yes.

3 Q. Then you were out of custody for two weeks?

4 A. Around two weeks.

5 Q. Then you returned in February of 2010 into  
6 custody, correct?

7 A. Yes.

8 Q. Why?

9 MS. DUNCAN: You've already asked him to state  
10 why he's currently in custody, and I'm going to instruct  
11 him not to answer any further questions about the charge  
12 because it's privileged information.

13 MR. BROAD: The Court, specifically Judge Freeman  
14 allows us to get into all his criminal records.

15 MS. DUNCAN: This is a pending charge, and it's  
16 the constitutional privilege against self incrimination as  
17 to the details.

18 MR. BROAD: I'll go with that.

19 BY MR. BROAD:

20 Q. Do you have a release date for your current  
21 incarceration?

22 A. No.

23 Q. Do you have a court date?

24 A. Yes.

25 Q. When is your court date?

1 A. I believe the 21st of April.

2 Q. Do you know what the purpose of that court date  
3 is?

4 A. No.

5 MS. DUNCAN: Don't guess.

6 THE WITNESS: I don't know.

7 BY MR. BROAD:

8 Q. The second degree robbery that was dismissed in  
9 December of last year, correct?

10 A. Yes.

11 Q. That was in Alameda County. Did you have an  
12 attorney representing you for that?

13 A. Public defender.

14 Q. I want to go back to your last incarceration,  
15 which was for 16 months prior to being in Santa Rita  
16 starting in August of 2009. The last time you were  
17 incarcerated just prior to that would be in San Quentin,  
18 correct?

19 A. Yes.

20 MS. DUNCAN: I believe this is asked and  
21 answered.

22 BY MR. BROAD:

23 Q. You were in San Quentin for 16 months, correct?

24 A. I can't recall exactly how long.

25 Q. The conviction at that time in September of 2007

1 was for grand theft property, correct?

2 MS. DUNCAN: Mr. Broad, we've already gone  
3 through his past criminal history, and we are here at the  
4 second day of deposition. And we know it's been  
5 difficult. Is this line of questioning going to take  
6 awhile because we should probably get to the substance.

7 MR. BROAD: We will. I want my question  
8 answered.

9 (Pending question read by reporter)

10 THE WITNESS: I had a conviction. I can't recall  
11 exactly if it's what you said it was.

12 BY MR. BROAD:

13 Q. Were you also charged with assault by means of  
14 force other than a firearm likely to produce great bodily  
15 injury?

16 MS. DUNCAN: Could you repeat that?

17 BY MR. BROAD:

18 Q. Were you also charged in 2007 with assault by  
19 means of force other than firearm likely to produce great  
20 bodily injury?

21 A. Charged?

22 Q. Yes.

23 A. I can't recall.

24 Q. Were you also charged with felony robbery in the  
25 second degree in 2007?



1 A. I can't recall.

2 Q. You were placed on probation in 2007 after you  
3 were released from San Quentin, correct?

4 A. Exactly when I was placed on probation?

5 Q. I'm just asking if you were.

6 A. I don't know. From my knowledge I was placed on  
7 probation before I was released.

8 Q. Was one of the terms of your conditions that you  
9 not leave California without permission?

10 A. That's usually one of the terms.

11 Q. I'm asking was one of the terms for your  
12 probation to not leave California without permission?

13 MS. DUNCAN: If you know.

14 THE WITNESS: I can't recall.

15 BY MR. BROAD:

16 Q. Was one of the terms of your probation to stay  
17 away from Kmart?

18 A. I can't recall that either.

19 Q. Do you know why, do you have any information as  
20 to any stay-away orders from Kmart as a result of your  
21 conviction in September of 2007?

22 A. Possibly, but I'm not sure. I can't recall.

23 Q. In 2007 had you been charged with use of a deadly  
24 weapon?

25 MS. DUNCAN: Objection to all of these questions,

1 line of questioning that first charge on the grounds that  
2 refers to charge on the grounds of relevance.

3 THE WITNESS: I have no convictions of violence  
4 or strikes on my record..

5 BY MR. BROAD:

6 Q. That's not what I'm asking. I'm asking was any  
7 charges made for use of a deadly weapon in 2007?

8 A. I can't recall.

9 Q. In 2007 were you charged with entering real  
10 property without the consent of an owner?

11 A. Ask me that again.

12 Q. In 2007 were you charged with entering real  
13 property without the consent of an owner?

14 A. I can't recall.

15 Q. In 2004 were you charged with driving while your  
16 driver's license was suspended?

17 MS. DUNCAN: Objection as to relevance. If I may  
18 put a standing objection on the questions about what he  
19 was charged with.

20 MR. BROAD: Sure.

21 BY MR. BROAD:

22 Q. Were you charged with driving when your driver's  
23 license was suspended in 2004?

24 A. I can't recall.

25 Q. Do you remember if you were sentenced to 30 days

1 in jail for driving with a suspended driver's license in  
2 2004?

3 A. I can't recall.

4 Q. Also in 2004 were you charged with battery?

5 A. I can't recall.

6 Q. In 2003 you had testified previously that you  
7 were convicted of petty theft with a prior theft  
8 conviction, correct?

9 A. Ask me that again.

10 Q. In 2003 you were convicted of a felony petty  
11 theft with a prior theft conviction?

12 A. I'm not sure. Maybe.

13 Q. We previously talked about your two stays at  
14 San Quentin, the stay we just talked about was your most  
15 recent stay after your September 2007 conviction, and then  
16 the previous one before that would be another petty theft  
17 with a prior conviction, correct?

18 A. I can't recall.

19 Q. Were you also charged into Alameda County in 2003  
20 with possession of a controlled substance without a  
21 prescription?

22 A. I can't recall.

23 Q. Were you also charged in Alameda County in 2001  
24 with driving on suspended license?

25 A. I can't recall exactly.

1 Q. What can you recall?

2 A. Nothing what you're asking me right now.

3 Q. In Alameda County you have been convicted, let's  
4 be clear, your most recent conviction is for grand theft,  
5 correct?

6 A. Yes.

7 Q. That's why you're in custody today, correct?

8 A. No.

9 Q. That's for the robbery.

10 MS. DUNCAN: Objection. Misstates testimony.

11 BY MR. BROAD:

12 Q. You were convicted of grand theft and you went  
13 into custody in August of 2009, correct?

14 A. Ask me that again.

15 Q. You were convicted of grand theft and you went  
16 into custody in August of 2009 in Santa Rita?

17 A. No.

18 Q. That was second degree robbery. You were  
19 convicted of second degree robbery?

20 MS. DUNCAN: Misstates testimony.

21 BY MR. BROAD:

22 Q. You were charged with second degree robbery and  
23 you went into custody in August 2009?

24 A. Yes.

25 Q. And then it was dismissed, correct?

1 A. Yes.

2 Q. Prior to that incarceration in August 2009, the  
3 next previous time you were incarcerated was the 16 months  
4 in San Quentin, correct?

5 A. I'm not exactly sure.

6 MS. DUNCAN: Objection. Asked and answered.

7 BY MR. BROAD:

8 Q. I would like you to tell me each time from 2001  
9 to the present you were incarcerated in Alameda County.

10 A. My memory is not that good. As far as 2001 I  
11 can't tell you that.

12 Q. To the present though. You previously testified  
13 that you had, you were two times in San Quentin, each time  
14 for 16 months?

15 MS. DUNCAN: They are entitled to information  
16 about your criminal record, however, he's asked several  
17 questions already about what's been going on, so from what  
18 you remember, if you want to summarize a list, I believe  
19 that's what Counsel is asking.

20 THE WITNESS: Ask me one more time.

21 BY MR. BROAD:

22 Q. From 2001 to the present, tell me when and how  
23 much time you've been incarcerated.

24 A. I can't tell you exactly how much time I've been  
25 incarcerated or the exact dates, but I would say about

1 maybe a year or 16 months all together, somewhere along  
2 that line.

3 Q. What I want to do is I'm going to start asking  
4 you questions about Santa Clara County. What I'm going to  
5 do is start from the oldest information that I have and  
6 work to the most recent.

7 MS. DUNCAN: Are you going to be asking questions  
8 that you've already asked?

9 MR. BROAD: I've never asked about Santa Clara  
10 County.

11 BY MR. BROAD:

12 Q. You used to live in Santa Clara County, correct?

13 A. Yes.

14 Q. What was your address in Santa Clara County?

15 A. That was so long ago.

16 Q. If you remember.

17 A. I don't know.

18 Q. Can you tell me when you lived in Santa Clara  
19 County, from when to when?

20 A. '70's to the '90's.

21 Q. What cities did you live in?

22 A. San Jose.

23 Q. Any other cities in Santa Clara County?

24 A. No.

25 Q. In 1982 were you convicted of felony possession

1 of a controlled substance?

2 A. I can't recall.

3 Q. Did you serve any time in custody in 1982?

4 A. I can't recall.

5 Q. In 1984 were you convicted of forgery?

6 A. I can't recall.

7 Q. Did you serve any time in custody for any  
8 convictions for forgery?

9 A. I can't recall.

10 Q. In 1984 were you convicted of felony selling a  
11 controlled substance?

12 A. I can't recall the exact dates of that.

13 Q. Were you ever convicted of selling a controlled  
14 substance in Santa Clara County?

15 A. Yes.

16 Q. Was that a felony conviction?

17 A. Yes.

18 Q. Did you serve any time on that felony conviction  
19 for selling a controlled substance in Santa Clara County?

20 A. Yes.

21 Q. Where did you serve your time?

22 A. Elmwood, Santa Clara County Jail.

23 Q. How much time were you incarcerated for the  
24 felony selling of a controlled substance in Santa Clara  
25 County?

1 A. Too much.

2 Q. Was it more than a year?

3 A. I can't recall exactly how much time.

4 Q. Was it more than a year?

5 A. I can't recall exactly how much time.

6 Q. Was it less than a year?

7 A. I can't recall exactly how much time.

8 Q. Were you also found guilty, were you also  
9 convicted of felony possession of a controlled substance  
10 in Santa Clara County?

11 A. When?

12 Q. In 1984.

13 MS. DUNCAN: Could you clarify also? Vague and  
14 ambiguous.

15 BY MR. BROAD:

16 Q. We just talked about the felony selling a  
17 controlled substance. I'm now asking about possession of  
18 a controlled substance. I'm asking him if he was  
19 convicted of felony possession of a controlled substance  
20 in 1984 in Santa Clara County.

21 A. I can't recall.

22 Q. Were you ever convicted of felony possession of a  
23 controlled substance in Santa Clara County at any time?

24 A. Just what you just told me, what you just asked  
25 me.



1 Q. I asked about selling a controlled substance, now  
2 I'm asking about possession.

3 A. That charge was possession for sale.

4 Q. What was the controlled substance where you were  
5 convicted of?

6 A. Cocaine.

7 Q. In 1994 in Santa Clara County, were you charged,  
8 were you convicted of a felony passing an insufficient  
9 check?

10 A. Yes.

11 Q. Did you serve any time in 1994 for felony passing  
12 an insufficient check?

13 A. I think I did, but I'm not sure how much time.

14 Q. Where did you serve your time in 1994, was it  
15 Santa Clara County Jail?

16 A. Yes.

17 MS. DUNCAN: Do you know?

18 THE WITNESS: I'm not sure.

19 BY MR. BROAD:

20 Q. Just say you don't know.

21 A. I did, but I don't know exactly where.

22 Q. Do you know how much time you served in custody  
23 for your felony conviction of passing insufficient check  
24 with insufficient funds?

25 A. I can't remember.

1 Q. Do you know if it was less or more than a year?

2 A. I can't remember.

3 Q. 1997 were you convicted of vandalism in  
4 Santa Clara County?

5 A. I can't remember.

6 Q. Were you ever convicted of vandalism in  
7 Santa Clara County?

8 A. I can't recall.

9 Q. Were you ever placed on probation for any of the  
10 convictions you had in Santa Clara County?

11 A. I don't want to answer something I'm not sure of.  
12 I'm pretty sure that I was, but.

13 MS. DUNCAN: If you don't know.

14 THE WITNESS: I can't recall.

15 BY MR. BROAD:

16 Q. Do you remember if any of your probations were  
17 revoked from any of your Santa Clara County cases?

18 A. I can't remember.

19 Q. You don't know one way or another if any  
20 probations were revoked while you were in the jurisdiction  
21 of Santa Clara County?

22 A. I can't remember. It's been over 20 years ago.

23 Q. In 1999 were you convicted of felony petty theft  
24 with a prior theft conviction in Santa Clara County?

25 A. I can't remember is.

1 Q. I want to go up to Shasta County. Did you ever  
2 live in Shasta County?

3 A. No.

4 Q. Were you convicted of any crimes in Shasta  
5 County?

6 A. No.

7 Q. Other than Alameda County and Santa Clara County,  
8 have you been convicted of any crimes in any other  
9 counties in California?

10 A. Not that I can recall, no.

11 Q. I want to turn to your work prior to Columbia  
12 Cosmetics, which is what we talked about earlier, and you  
13 worked at Echo Design, correct?

14 A. Correct.

15 Q. You worked there from 1991 to 2001, correct?

16 A. The exact dates I can't remember.

17 Q. What were your job duties at Echo Design?

18 A. Warehouseman.

19 Q. Who was your supervisor?

20 A. That was an agency, so I had several supervisors.

21 Q. You were working through a temporary agency?

22 A. Yes.

23 Q. What was the temp agency you were working  
24 through?

25 A. Echo Design.

1 THE WITNESS: Yes. Let's take a break.

2 (Recess taken from 11:05 to 11:10 a.m.)

3 MR. BROAD: I want the record to reflect that the  
4 witness stepped out of the room with the attorney, and now  
5 we're back in the room.

6 MS. DUNCAN: And defendant made a speaking, I  
7 guess objection, and I would like to put on the record  
8 that I did not coach the witness.

9 BY MR. BROAD:

10 Q. After you stopped working at AB Trucking, after  
11 you stopped your training at AB Trucking, where was your  
12 next employment or were you employed after that?

13 A. I worked occasionally at a book show,  
14 San Francisco.

15 Q. Anything else that you can remember after AB  
16 Trucking?

17 A. No.

18 Q. Do you remember Big Momma Do Thing?

19 A. No.

20 Q. Did you work after your training at AB Trucking,  
21 did you ever, were you ever employed as a truck driver?

22 A. No.

23 Q. Did you ever look for work as a truck driver?

24 A. Yes.

25 Q. Were any jobs offered you?

1 Q. You didn't consider it?

2 A. No.

3 Q. Do you know why you didn't consider filing a  
4 claim with the Employment Development Department that you  
5 were not getting paid for your training?

6 A. It never crossed my mind.

7 Q. You were just offered this lawsuit and figured go  
8 with that instead?

9 A. Pretty much.

10 Q. A large part of this lawsuit is drivers not  
11 getting their lunch or meal breaks, and I was wondering if  
12 you have any information about any other drivers or  
13 trainees not getting their lunch or meal breaks?

14 A. No.

15 MS. DUNCAN: Objection. Overbroad.

16 BY MR. BROAD:

17 Q. Did you ever talk to Lavon Godfrey at all?

18 A. Never.

19 Q. Were there any times when you were working  
20 training with Erik where you noticed where people, they  
21 were unable to take a lunch break?

22 A. I never noticed.

23 Q. And never had any conversations with anybody  
24 about not being able to take a lunch break?

25 A. No.

1 MS. DUNCAN: By anybody?

2 MR. BROAD: Anybody at AB Trucking.

3 BY MR. BROAD:

4 Q. The same goes for rest periods. Did you notice  
5 anybody not being able to take a ten-minute rest period?

6 A. No.

7 Q. Did you ever hear anybody complained that they  
8 weren't able to take a ten-minute rest period?

9 A. No.

10 Q. That includes Erik, correct?

11 A. Exactly.

12 MS. DUNCAN: Objection as to relevance.

13 BY MR. BROAD:

14 Q. When you had either of those conversations with  
15 Bill, did you ever tell Bill Aboudi that you had been  
16 duped by this class action and that the Teamsters only  
17 wanted your \$400 in dues?

18 A. I can't recall. I don't think I did, but I can't  
19 recall.

20 Q. Did you ever tell Bill that the Teamsters offered  
21 you a job, but that you couldn't afford to pay the \$400  
22 for the dues?

23 A. No, I don't believe so.

24 Q. Did you ever tell Bill that nobody is hiring you  
25 because of your ex-offender status?

1 MS. DUNCAN: Instruct you not to answer if it was  
2 from your attorneys.

3 BY MR. BROAD:

4 Q. Anybody other than your attorney.

5 A. No.

6 Q. Did you ever tell Bill that you were considering  
7 dismissing the lawsuit?

8 A. Yes, I believe so.

9 Q. Why did you tell him that?

10 A. If I found gainful employment.

11 Q. If you found a job, then you would dismiss the  
12 lawsuit?

13 A. I was considering it because I didn't -- I was  
14 thinking I didn't want his company -- I had nothing  
15 against the man. From what I know he's always treated me  
16 fair from the time I did talk to him and from the guys  
17 that worked for him. So I don't know exactly what was  
18 said, but if I would have got gainful employment, I think  
19 I would have thought about dropping the lawsuit.

20 Q. Is it Bill's fault whether or not you get gainful  
21 employment?

22 A. No.

23 Q. Why should your gainful employment depend on you  
24 suing him?

25 MS. DUNCAN: Objection. Misleading. I don't

**EXHIBIT**

**C**



GENERAL COUNSEL

JAY IAN ABOUDI  
JAY@ABTRUCK.COM

February 8, 2010

**Sent Via U.S. Mail**

Mr. John T. Betterton  
Secretary to the Board of Port Commissioners  
Port of Oakland  
530 Water Street  
Oakland, CA 94607

Re: **Public Records Act Request**

Dear Secretary Betterton:

Pursuant to my rights under the California Public Records Act (Government Code Section 6250 et seq.), I ask to obtain a copy of the following, which I understand to be held by your agency:

**All writings, as "writings" is defined in the California Public Records Act, pertaining to Oakland Port Services Corporation d/b/a AB Trucking ("AB"), specifically including, but not limited to, the following writings:**

- **Any and all payments and financial arrangements between AB and the Port from the period March 2004 to the present;**
- **Any contractual agreements between AB and the Port from the period March 2004 to the present;**
- **Date(s) of commencement of any lease term and/or contract from the period March 2004 to the present; and**
- **Date(s) of termination of any lease term and/or contract from the period March 2004 to the present.**

If no such "writings" exist, please so indicate. I ask for a determination on this request within 10 days of your receipt of it, and an even prompter reply if you can make that determination without having to review the record[s] in question.

I would not ordinarily trouble you with this written request, but when I first made it informally I was told by Chief Wharfinger Chris Peterson that your agency considers the information to be exempt from disclosure. I respectfully suggest that this position, if I understand it correctly, is inconsistent with the Act.

If you determine that any or all of the information qualifies for an exemption from disclosure, I ask you to note whether, as is normally the case under the Act, the exemption is discretionary, and if so whether it is necessary in this case to exercise your discretion to withhold the information. If you determine that some but not all of the information is exempt from disclosure and that you intend to withhold it, I ask that you redact it for the time being and make the rest available as requested.

In any event, please provide a signed notification citing the legal authorities on which you rely if you determine that any or all of the information is exempt and will not be disclosed.

If I can provide any clarification that will help expedite your attention to my request, please contact me at (510) 719-5583. I ask that you notify me of any duplication costs exceeding \$100.00 before you duplicate the records so that I may decide which records I want copied.

I am sending a copy of this letter to Port Attorney David L. Alexander to help encourage a speedy determination, and I would likewise be happy to discuss my request with him at any time.

Thank you for your time and attention to this matter.

Sincerely,



Jay Ian Aboudi, Esq.

General Counsel

[jay@abtruck.com](mailto:jay@abtruck.com) | (510) 719-5583

cc: David L. Alexander, Port Attorney



## PORT OF OAKLAND

JOSHUA SAFRAN  
Sender's Tel. No. (510) 627-1136  
Sender's Fax. No. (510) 444-2093  
Sender's email: [jsafran@portoakland.com](mailto:jsafran@portoakland.com)

March 3, 2010

Jay Ian Aboudi  
AB Trucking  
11 Burma Road  
Oakland, California 94607

COPY

Re: Request for Public Records;  
Your February 8, 2010 Request

Dear Mr. Aboudi:

The Port is in receipt of your request dated February 8, 2010 pursuant to the California Public Records Act. Please be assured that the Port of Oakland is using its best efforts to respond to your request for identifiable records that are reasonably described in your request and that are not exempt.

The California Public Records Act requires that a request for a copy of records reasonably describe an identifiable public record or records. It requires a public agency to provide any reasonably segregable portion of a record, but not to search files for any specific information or to compile lists of information. To the extent that any record or any segregable portion of a record is exempt from disclosure or is prohibited from disclosure, we must inform you of the reason for withholding such record.

Please be advised that we have identified records responsive to your request and are in the process of collecting and preparing them for your review or copying. We estimate we will have your requested records that are not otherwise exempt from disclosure copied on or after March 12, 2010. Please be aware that the Port does charge \$0.19 per page for the direct cost of duplication. Please contact me at 510-627-1345 to be advised of the costs of copies. Thank you.

Very truly yours,


David L. Alexander  
Port Attorney

By:



Laurice Henry-Ross  
Secretary to Joshua Safran

243889-v1

530 Water Street ■ Jack London Square ■ P.O. Box 2064 ■ Oakland, California 94604-2064  
Telephone: (510) 627-1100 ■ Facsimile: (510) 627-1826 ■ Web Page: [www.portofoakland.com](http://www.portofoakland.com)

 Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

**Jay Aboudi**

**From:** Pamela Shoffner-Borris [pshoffner-borris@portoakland.com] **Sent:** Mon 4/12/2010 9:23 AM  
**To:** Jay Aboudi  
**Cc:**  
**Subject:** Response to your CPRA req. of 2/8/10  
**Attachments:**  [AR-M620N\\_20100310\\_111700.pdf\(6MB\)](#)  [DOC001.PDF\(345KB\)](#)

Mr. Aboudi:

In response to your CPRA, attached please find the requested documents.

Thanks.

**BOARD OF PORT COMMISSIONERS  
PORT OF OAKLAND MARITIME DIVISION**

**PORT OF OAKLAND TARIFF NO. 2A  
STANDARD TARIFF ASSIGNMENT: WHARF/SPACE**

ASSIGNMENT NO.: 1112MMJ1  
 TENANT NO.: 6070  
 DATE PREPARED: February 24, 2005  
 EFFECTIVE DATE: March 1, 2005  
 PAGE 5 NOT APPLICABLE:

NAME OF FIRM Oakland Port Services		Phone: 610-563-1701
BILLING ADDRESS 2505 Bataan Avenue Suite A		Fax: 610-563-9116
CITY Oakland		E-Mail: h11@abruck.com
State	CA	Zip 94607

**SECTION A: TYPE AGREEMENT**

<input type="checkbox"/> PREFERENTIAL NON EXCLUSIVE WHARF ASSIGNMENT	<input checked="" type="checkbox"/> SPACE ASSIGNMENT	<input type="checkbox"/> VESSEL BERTH RESERVATION
<input type="checkbox"/> SECONDARY WHARF ASSIGNMENT	<input type="checkbox"/> TEMPORARY WHARF ASSIGNMENT BERTHING OF NON-OPERATIVE VESSEL	<input type="checkbox"/> CONTAINER CRANE ASSIGNMENT (SECONDARY USE)
<input type="checkbox"/> SECONDARY WHARF ASSIGNMENT (FACILITY/VSL OPERATIONAL)	<input type="checkbox"/> USE OF NON-OPERATIVE FACILITY	<input type="checkbox"/> PREFERENTIAL CONTAINER CRANE ASSIGNMENT

**THIS ASSIGNMENT IS SUBJECT TO ALL APPLICABLE RULES AND REGULATIONS OF PORT OF OAKLAND TARIFF NO. 2-A**

**SECTION B: DESCRIPTION OF AREA/ASSIGNEE INFORMATION (Complete all applicable information)**

VESSEL	VOYAGE	LOA	ETA	ETO
VESSEL OWNER/LINE		BERTH DESIRED		
VESSEL CHARTERER				
TO LOAD (Commodity Type and Amount/No. of Containers)		TO DISCHARGE (Commodity Type and Amount/No. of Containers)		
TERMS OF AFFREIGHTMENT		TERMS OF AFFREIGHTMENT		
AGENCY FIRM		AUTHORIZED INDIVIDUAL		
CONTAINER CRANE DESIRED		CRANE LOCATION		
REASON AREA REQUIRED Trucker support offices				
LOCATION OF WHARF, WHARF AREA, SPACE, OR FACILITY DESIRED OAB Bldg R070 Rooms 2, 17, 22, 23 at 2505 Bataan Avenue				

TYPE OF AREA	SQ. FT/MONTH	RATE	AMOUNT	CALCULATIONS/REMARKS
<b>LAND:</b>				
Unpaved	x	\$0.104	=	\$0.00
Rocked	x	\$0.128	=	\$0.00
Rocked/Lights/Fencing	x	\$0.148	=	\$0.00
Paved	x	\$0.153	=	\$0.00
Paved/Lights/Fencing	x	\$0.190	=	\$0.00
<b>TRUCK or RAIL</b>				
<b>DOCK FACILITIES:</b>				
Roofed/Doors/Levelers	x	\$0.480	=	\$0.00
Roofed/Doors/No Levelers	x	\$0.410	=	\$0.00
Roofed/No Doors/No Levelers	x	\$0.280	=	\$0.00
Platforms Only	x	\$0.190	=	\$0.00
<b>WAREHOUSE SPACE:</b>				
First Floor Level	x	\$0.300	=	\$0.00
<b>BONDED STORAGE SPACE:</b>				
First Floor Level	x	\$0.320	=	\$0.00
<b>OFFICE SPACE, N.O.S.:</b>				
Non-Air Conditioned	974.00	x	\$1.000	= \$974.00
Air Conditioned		x	\$1.140	= \$0.00
<b>UTILITIES (Cost Plus 5%):</b>				
MONTHLY DOCKAGE:		x		=
MISCELLANEOUS (Identify):		x		=
PRORATE FOR 30 DAYS			TOTAL AMOUNT PER PERIOD	974.00

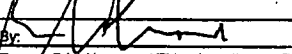
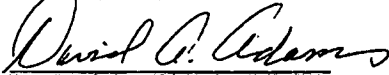
Utilities will be billed separately. Possessory interest tax to be billed by Alameda County.

**SUMMARY OF CHARGES PER PERIOD OF USE**

Note: Charges specified in Assignment are subject to latest revisions of the Port of Oakland Tariff No. 2-A upon the effective date of such revisions. Pursuant to Item 10155 of Port of Oakland Tariff No. 2-A, Space Assignment rates do not include charges for utilities (water, electricity or telephone)

**SECTION C: APPROVAL**

Applicant hereby agrees to comply with the Rates, Rules, Regulations and Conditions of Port of Oakland Tariff No. 2-A and with the attached General/Special provisions of this assignment.

Applicant: Oakland Port Services	Certificate of Insurance on File with Port
By: 	Signature of Port Risk Management Office/Date 2-28-05
Dated: 2/25/05	Application Approved (Date)
Type or Print Name and Title of Applicant's Representative: Bill Aboud, President	 Manager, Tenant Services and Chief Wharfinger, Maritime Division

## GENERAL PROVISIONS

**Terms and General Conditions**

1. The described space, area, facility or crane is on property under the jurisdiction of the Board of Port Commissioners of the City of Oakland (Port of Oakland) and this application is made pursuant to the applicable provisions of the Port of Oakland Tariff No.2-A including items 02210 and items 03105 through 03190 pertaining to Toxic Materials and Hazardous Cargo. This assignment is for an indefinite period of time and may be terminated by the Port's Executive Director or by the Assignee upon thirty (30) days prior written notice to the other, provided further, however that such assignment may be terminated upon shorter notice at the discretion of the Executive Director.
2. This assignment shall be personal in nature and Assignee shall not transfer any privilege granted hereunder without the prior written consent of the Executive Director of the Port of Oakland.
3. Assignee shall keep the assigned space, area, facility or crane free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Assignee.
4. All notices to be given to Assignee may be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to Assignee at the billing address set forth on page 1 of the assignment. Notice shall be deemed given upon the date of such deposit in the United States mail.
5. The space, area, facility or crane hereunder shall not be used in such a manner nor shall business be conducted in thereon which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy or use of the assigned space, area, facility or crane and failure to abide by any such law, ordinance, rule or regulation shall be deemed a violation of a condition of this agreement.
6. Assignee shall, at all times, at Assignee's sole cost, keep and maintain said space, area, facility or crane and every part thereof, including any glazing pavement or asphalted surfaces, and interiors and exteriors of such facilities in good and sanitary condition except for any waivers the Executive Director may extend in writing. In addition, Assignee shall, at its sole cost, from time to time as it may become necessary, promptly repair or restore any and all improvements so as to maintain the space, area, facility or crane in as good a condition as they were on the date of commencement of this assignment. However, the need for said repair or restoration may have arisen, including, but not limited to, damages caused by vessels serving the assigned facility. The Port shall, however, except as otherwise expressly provided in this assignment or in Tariff No. 2-A be responsible for repair or restoration if assignee satisfactorily establishes that repair or restoration is: (1) necessary on account solely of the Port's active negligence; or (2) where Assignee's negligence on breach of its maintenance responsibility or other obligations under this assignment is not a contributing cause and (a) it is necessary on account of earthquake or other acts of God, or (b) in the case of structural items, such as roofs, walls, foundations, or paving, it is necessary on account of the elements or reasonable wear and tear, or (c) it is necessary on account of acts of third parties not arising out of or in the course of Assignee's operations; or (3) necessary on account of latent defect or faulty design or construction not caused in part by Assignee's negligence; or (4) (except for cranes) is covered by a Port fire and extended coverage insurance policy, but solely to the extent and in the amount that such damages may be actually covered by a fire and extended coverage insurance policy covering such risks with such deductibles that the Port may in its sole discretion carry, and Assignee shall be responsible for any such uninsured loss provided that as to any uninsured loss the Port may be responsible under (1) - (3) of this Paragraph 6.
7. Each of the covenants and conditions of this assignment shall, except as otherwise specifically provided in this assignment, apply to and bind the heirs, successors, executors administrators or assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.
8. Use of Port facilities or service is conditioned upon satisfactory assurance of the Executive Director that applicable charges will be paid when due. All charges are due and payable as they accrue or on completion of service or use. Payment terms are cash and payment may be required in advance unless Port customer has established credit worthiness or has posted acceptable adequate security (Pursuant to Port of Oakland Tariff No. 2-A Item Nos. 02130, 02135, 02140 and 02145)
9. Assignment of Port Area is subject to provisions relating to the handling, transportation or storage of toxic materials in Item 02210 Port of Oakland Tariff NO. 2-A.
10. Assignment of Port Area is subject to International Maritime Organization (IMCO or IMO) regulations and Hazardous Cargo permits issued by the Executive Director as required in Port of Oakland Tariff No. 2-A, Item 03105 through 03190. Assignee shall agree to and shall comply with all of the terms and conditions that may be specified in such issued permit.
11. Except as otherwise provided, Assignee shall, not later than the date of the commencement of the term of this assignment; deposit with the Port and during the entire assignment shall maintain with the Port a deposit in the sum of \$974.00

which deposit will be retained by the Port as a performance deposit and will be returned to Assignee at the termination of assignment hereunder or under any renewal or extension hereof only if said performance deposit or portions thereof are not required to pay the cost of the following restoration, cleaning and maintenance of said space, facility or crane and every part thereof to restore them to the condition pursuant to Paragraph 6 above; repair of any damage to the premises caused by Assignee's occupancy; replacement of any improvements which are the property of the Port pursuant to Paragraph 2 below "IMPROVEMENTS" during the term of this assignment; and payment of any outstanding charges incurred by assignee to the Port pursuant to any of the provisions of this agreement. In the event the Port is required to utilize said deposit or any portion thereof during the term of this assignment for the purpose herein set forth, Assignee shall deposit with the Port an additional sum sufficient to restore the performance deposit to the amount herein set forth. Said performance deposit or any remaining portion thereof shall be returned to Assignee at the termination of this assignment after deduction of any amounts therefrom for payment of the herein above described charges. The payment of said performance deposit by Assignee shall not limit Assignee's liability to the Port for the payment of charges due the Port by Assignee in excess of the amount of said deposit.

**Improvements**

1. Assignee shall not make, nor suffer to be made, any alterations or improvements to the space area, facility or crane assigned (including the installation of any trade fixtures affixed to said space area, facility or crane or whose removal may cause injury thereto) without the prior written consent of the Executive Director and any additions to or alterations of, the assigned space, area, facility or crane shall become at once a part of the space, area, facility or crane and belong to the Port of Oakland except that the Executive Director may require Assignee to remove such alterations or improvements upon termination of this assignment at the Assignee's sole cost and expense regardless or whether consent was given, or was not given, by the Executive Director, and, in addition, Assignee shall promptly repair, at Assignee's sole cost and expense, any damage occasioned by such removal. The Executive Director may waive in writing and of all of the rights hereunder.
2. Upon termination of this assignment, the Executive Director may, at his option, require that Assignee, at Assignee's own expense, restore the space, area or facility to at least the same condition that existed when Assignee first took occupancy or possession excepting (unless otherwise provided in this assignment) reasonable wear and tear, damage by the elements where Assignee's negligence or breach of its maintenance or other obligations under this Assignment is not a contributory cause, and damage that the Port is responsible for pursuant to Paragraph 6 above of the "Term and General Conditions."

**Secondary Use**

1. The parties recognize that in the case of wharf facilities under a preferential assignment, the Executive Director may from time to time require Assignee to permit the vessels of others as Temporary or secondary Assignee to be berthed at such facilities when such berthing will not materially affect the operations of the Preferential Assignee (Note Item No 10120 of Port of Oakland Tariff No2A) in the event (Preferential Assignee shows that any liability, claim, damage, suit or expense arises out of, or is in any way connected with, the use of said premises by such Temporary or Secondary Assignee, and is not caused in whole or in part by the Preferential Assignee's negligence, wrongful act or omission, the Preferential Assignee shall have no liability therefore any other provisions of this assignment notwithstanding

**Default**

If any default shall be made by the Assignee in any of the conditions or covenants of this assignment then and in that event, the Port, in addition to any other rights or remedies that the Port may have, shall have the right of immediate re-entry, may immediately take possession of any crane and may remove all persons or property from the space area, facility or crane and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Assignee. No such re-entry or taking of possession by the Port shall be construed as an election on its part to terminate this assignment unless a written notice of such intention be given to the Assignee.

**TAXES**

Assignee hereby understands that a property interest may be created by this assignment, which interest may be subject to property taxation and the Assignee in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. The Assignee hereby agrees to pay all lawful taxes, assessments or charges which at any time may be levied by an federal, state, county, city or any tax or assessment levying agency upon any interest in this assignment or any possessory right which Assignee may have in or to the area, facility, space or crane covered hereby or the improvement thereon by reason its use or occupancy thereof or otherwise as well as all taxes, assessments and charges on goods, merchandise, fixtures, appliances, equipment and property owned by it in or about said area, space, facility or crane.

**NO RELOCATION BENEFITS**

It is understood and agreed that nothing contained in this assignment shall give the Assignee any right to occupy the assigned premises at any time after expiration of the term of this assignment or its earlier termination and that this assignment shall not create any right in the Assignee for relocation assistance or payment from the Port upon the expiration of the term of this assignment or upon its earlier termination or upon the termination of any holdover tenancy. The Assignee acknowledges and agrees that upon such expiration or termination, it shall not be entitled to any relocation assistance or payment pursuant to the provisions of Title I, Division 7, Chapter 16, of the Government Code of the State of California (Sections 7260 et seq.) with respect to any relocation of its business or activities upon the expiration of the term of this assignment or upon its earlier termination or upon the termination of any holdover tenancy.

**HOLD HARMLESS**

Assignee assumes responsibility and liability for injury to or death of any person whomsoever or damage to or destruction of property, including employees and property of the Port of Oakland incident to, arising out of, or caused by Assignee's possession, use or operation of any assigned crane or an assigned space, area or facility, and Assignee shall protect, defend, indemnify and save harmless the Port of Oakland, members of the Board of Port Commissioners, and its officers, agents and employees from and against any and all suits, claims, demands, loss, expenses (including counsel fees) and liability of any nature whatsoever for said injury to or death of persons or damage to or destruction of property, and that may be, in whole or in part, incident to, arise out of, or be caused, directly or indirectly, through Assignee's negligence or otherwise, by the Assignee's possession, use or operation of an assigned crane or an assigned space, area or facility, and the Assignee's possession, use or operation of an assigned crane or assigned space, area or facility shall constitute acceptance and acknowledgment by Assignee of Assignee's liability and obligations. In instances in which the Port's negligence causes or contributes to the cause of any such liability as hereinabove set forth Assignee's obligation to exculpate or indemnify and hold harmless the Port pursuant to this item shall be limited to that portion of the liability, on a percentage basis, which is not attributable to the Port's negligence.

**Insurance**

Assignee shall maintain in force during the term of this assignment bodily injury liability and property damage insurance, including completed operations, contractual and owned, nonowned and hired automobile coverage with such limits and such other coverages (such as protection and indemnity covering vessels, broad form property damage and third party stevedore liability) as may reasonably be requested from time to time by the Port's Executive Director, but not less than the sum of One Million Dollars (\$1,000,000) combined single limit except that for a container crane assignment limits shall not be less than the sum of Six Million Dollars (\$6,000,000) combined single limit; and Assignee agrees that the Port shall be named as an additional insured under such liability policy or policies. All such policies shall be endorsed with a severability of interests or cross-liability endorsement. A certificate or certificates evidencing such insurance coverage shall be filed with the Secretary of the Board of Port Commissioners prior to the commencement of the term of the assignment, and said certificate shall provide that such insurance coverage shall not be canceled or reduced without at least thirty (30) days prior written notice to the Secretary of said Board. Insurance provided shall be with domestic or London insurers satisfactory to the Executive Director. At least thirty (30) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed or extended shall be filed with the Secretary of said Board. If such coverage is canceled or reduced, Assignee shall, within fifteen (15) days after receipt of written notice from the Port of such cancellation or reduction in coverage, but in no event later than the date of such cancellation or reduction, file with the Secretary of said Board a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Notwithstanding any other provisions of this assignment or Port of Oakland Tariff 2-A, upon failure to so file such certificate, the Executive Director may cancel this assignment with one day's prior written notice.

**COVERAGE REQUIRED IN ADDITION TO BODILY INJURY LIABILITY AND PROPERTY DAMAGE (CHECK APPLICABLE BOXES):**

- Premises/Operations
- Completed operations
- Products
- Owned, nonowned and hired automobiles
- Contractual liability
- Personal Injury
- Broad form property damages
- Independent Contractors
- Stevedore liability
- United States Longshoremen & Harbor Workers Act
- Protection and indemnity
- Limits required: \$1,000,000
- Workers Compensation & Employers Liability: \$100,000.
- Fire Legal Liability: \$100,000.

Acknowledged: \_\_\_\_\_  
 Port (P): \_\_\_\_\_  
 Assignee (A): \_\_\_\_\_

**Special Provisions**

ASSIGNEE ACKNOWLEDGES AND AGREES THAT THE SPECIFIC PROVISIONS INITIALED BELOW SHALL BE AND ARE A PART OF THE ASSIGNMENT.

PORT  
 ASSIGNEE  
 PREFERENTIAL NON-EXCLUSIVE WHARF ASSIGNMENT/SECONDARY ASSIGNMENT/TEMPORARY WHARF ASSIGNMENT

a) Except with prior written consent of the Executive Director, Assignee's use of this assigned space, area or facility shall be limited to the use prescribed in Item No. 10115 of Port of Oakland Tariff No. 2-A. Assignee shall be responsible for the delivery to the Port of the manifests and statements required by Item No. 05110 of Port of Oakland Tariff No. 2-A. Applicant agrees to comply with applicable provisions of Section X-A and in particular Item 10105 of Port of Oakland Tariff No. 2-A, including without limitation responsibility for repair and replacement of Fender Piles and Fender System.

b) The Assignee agrees to pay all charges as required by Items 02135 and 02140 of Port of Oakland Tariff No. 2-A. The Assignee further guarantees that any vessel at the wharf that is authorized by Assignee to berth thereat, is not prohibited by the terms of any charter party, agreement of sale, or other restrictions, from incurring a lien for any charges assessed against such vessel.

PORT  
 ASSIGNEE  
 SPACE ASSIGNMENT

a) Assignee agrees that the assigned space or facility shall be used only to assemble, distribute, store and handle cargo or merchandise prior to or subsequent to carriage by water and movement through the marine terminal area and for the performance of such other related activity as may be necessary. Assignee agrees to pay to the Port all tariff charges as required by Items 02135 and 02140 of Port of Oakland Tariff No. 2-A.

PORT

WHARF FACILITIES AND CONTAINER CRANE ASSIGNMENT

ASSIGNEE

a) This assignment permits Assignee to arrange for terminal services at a Port owned facility and Assignee, whether as owner or agent of the vessel, hereby agrees to pay to the Port all applicable wharfage, dockage, wharf demurrage, wharf storage and crane charges and other applicable charges and shall be subject to all other rules and regulations in effect in the Port of Oakland Tariff No. 2-A. Assignee guarantees that each such vessel is not prohibited by the terms of any charter party, agreement of sale, or other restrictions, from incurring a lien for any of the above named obligations.

b) Assignee agrees to submit to the Port all information required by Item 051110 of Tariff No. 2-A and comply with all other applicable provisions in Sections IX, X-A and X-B of this tariff.

PORT

TEMPORARY WHARF ASSIGNMENT (NON-OPERATIVE FACILITY)

ASSIGNEE

a) Assignee hereby agrees to pay all dockage charges, to be subject to all other applicable charges, rules and regulations in effect in the Port of Oakland Tariff No. 2-A and to pay any and all other claims whatsoever contracted for or damages caused by said vessel, irrespective of Assignee's own negligence. Assignee guarantees that the above vessel is not prohibited by the terms of any charter party, agreement of sale or other restrictions, from incurring a lien for any of the above named obligations.

b) If any vessel berthed at the Port's facilities pursuant to this assignment shall sink alongside, become submerged in whole or in part, or be otherwise unseaworthy, or should Assignee fail, neglect or refuse to remove such vessel from the berth assigned hereby and from the Port area, the Port may, upon first giving Assignee seven (7) days written notice by U.S. mail to the address mentioned herein, remove said vessel from the assigned berth and from the Port area, and may, in the discretion of the Port, berth the same at another location or destroy the same. Assignee agrees to pay to the Port upon demand the cost of such removal, storage or destruction. Applicant agrees to comply with applicable provisions of Section X-A and in particular Item 20205 of Port of Oakland Tariff No. 2-A, including without limitation responsibility for repair and replacement of Fender Piles and Fender System.

c) This assignment is for a single berthing of a vessel, on a ship-by-ship basis.

PORT

CRANE ASSIGNMENT (PREFERENTIAL OR SECONDARY USE)

ASSIGNEE

a) Assignee shall stow and operate the crane at all times in conformance with the manufacturer's instructions and an operations program consistent with said manufacturer's instructions, prepared by Preferential Assignee and approved by the Port's Chief Engineer; provided that the Chief Engineer may direct modifications to said program as a condition of his approval. Assignee shall have qualified crane operators handling operation of said crane at all times.

b) Preferential Assignee shall at its own cost and expense operate the crane or any substitute crane and maintain and service it so as to keep it in good operating condition, such operations, maintenance and servicing to be in accordance with a maintenance and servicing program consistent with the crane manufacturer's instructions on operations and procedures as contained in the Crane Maintenance Manual and instructions affixed inside the crane cab prepared by Preferential Assignee and approved by the Port's Chief Engineer, provided, that the Chief Engineer may direct modifications to said program as a condition of approval. However, Preferential Assignee shall be entitled to charge for any use by any secondary user of the crane a maintenance charge for such use as provided in Port of Oakland Tariff No. 2-A. Such maintenance and servicing program shall include a requirement for immediate spot painting when paint is damaged but Preferential Assignee shall not be responsible for overall painting of the crane. It is understood and agreed that the maintenance responsibility of the Preferential Assignee shall not include replacing major drive components (such as motors and gear reducers) of basic drive systems of fifty or more horsepower or larger when, in the opinion of the Port's Chief Engineer, such repairs or replacements require that the motor or gear reducer be removed from the crane to that gears be removed from the gear reducer, except when such repairs or replacements are necessary because of lack of maintenance or improper crane use.

c) Preferential Assignee shall be responsible for any and all damages, repairs or replacements to the assigned crane that become necessary for any reason whatsoever, save and except solely those damages, repairs, or replacements that are caused (1) solely by the active negligence of the Port, (2) by earthquake or other acts of God or acts of third parties not arising out of or in the course of Preferential Assignee's operations where Preferential Assignee's negligence or breach of its maintenance or other obligations under this assignment is not a contributing cause, or (3) by latent defect or faulty design or construction and was not caused in part by Preferential Assignee's negligence or breach of its maintenance or other obligations; provided, however, that Secondary Assignee, and not Preferential Assignee, shall be responsible for any and all damages, repairs or replacements to the assigned crane that become necessary for any reason whatsoever during assignment of the crane to the Secondary Assignee, except that Secondary Assignee shall be covered by the same exceptions, (1)-(3) above, as are applicable to Preferential Assignee, and except for ordinary wear and tear and maintenance which shall remain the responsibility of Preferential Assignee.

d) The Port reserves the right, but is not obligated to inspect the crane and to require the appropriate Assignee to correct any dangerous conditions and or any unsafe operating procedures. The Port reserves the right, but is not obligated, to audit the Preferential Assignee's maintenance record and to require Preferential Assignee to improve maintenance and the program of routine servicing and maintenance, but the Port agrees that such right shall be reasonable exercised. Notwithstanding the Port's right to inspect the crane, Preferential Assignee shall diligently inspect the crane during the term of this assignment and the Preferential Assignee and Secondary Assignee shall promptly advise the Port of any condition of or damage to the crane requiring maintenance or repairs for which the Port is responsible pursuant to the provisions of this assignment. Immediately after the Preferential Assignee or Secondary Assignee knows or reasonable should know that said crane is damaged or is in need of repair, it shall notify the Port in order that the Port be able to undertake such timely investigations that it determines necessary. If notice is required to be given at other than during Port business hours or on a weekend or holiday it may be given by telephone to Port employees pursuant to a list provided by the Port. In the event that the appropriate Assignee does not notify the Port within a reasonable period of time, in no event exceed 12 hours, such Assignee shall in all cases repair said crane at its sole cost and expense.

e) Should Preferential Assignee fail to provide any required maintenance or servicing for the crane, the Port shall have the option to provide the same if Preferential Assignee fails to do so after receiving three (3) days notice from the Port and Preferential Assignee shall immediately reimburse the Port for the cost thereof, including the Port's administrative overhead. The provision of such maintenance or servicing by the Port shall in no event be construed as a waiver of the duty of Preferential Assignee to provide such maintenance and servicing as herein provided.

f) The Port shall not be liable for, and Assignee agrees to defend, indemnify and save harmless the Port from any and all claims, liabilities, costs and expenses for delay and other consequential damages arising out of or caused by a breakdown of the crane or the crane being out of service for any reason whatsoever, irrespective of negligence of Assignee. In instances in which the Port's negligence causes or contributes to the cause of any such liability as hereinabove set forth Assignee's obligation to exculpate or indemnify and hold harmless the Port pursuant to this item shall be limited to that portion of the liability, on a percentage basis which is not attributable to the Port's negligence.

g) Assignee agrees at all times to have qualified crane operators operating the crane(s), to conform to all operating procedures set forth in the manufacturer's Crane Maintenance Manual and the instructions affixed inside the crane cab and to comply with all of the provisions of Item No. 09120 of Port of Oakland Tariff No. 2-A. Hourly rates payable to the Port pursuant to said Port of Oakland Tariff No. 2-A will be in accordance with the provisions of Section IX of Port of Oakland Tariff No. 2-A except where contrary provisions of any other Container Crane Agreement are applicable in which event said latter provisions shall apply. Assignee further agrees to submit a report for billing purposes in a form satisfactory to the Port of hours the crane(s) is used.





**PORT OF OAKLAND**

**NO. 0000502029**

CHECK DATE: 02/18/2010

VENDOR NO: 902256-001

INVOICE NO	INV. DATE	GROSS	DISCOUNT	NET AMOUNT
REFUND6070	02/08/2010	974.00		974.00
CHECK TOTAL:				974.00



**PORT OF OAKLAND**

530 Water Street, Oakland, CA 94607  
www.portofoakland.com  
(510) 627-1100

Wells Fargo Bank, N.A.  
550 California Street  
San Francisco, CA 94104

11-24/1210

**NO. 0000502029**

CHECK DATE 02/18/2010

**\$\*\*\*\*\*974.00**

**PAY** Nine Hundred Seventy-Four And No/100 Dollars

TO THE  
ORDER OF

OAKLAND PORT SERVICES  
ATTN: ACCOUNTS PAYABLE  
2505 BATAAN AVENUE, SUITE B\*\*\*\***FILE COPY**\*\*\*\*  
OAKLAND, CA 94607

**NON NEGOTIABLE**  
VOID AFTER 60 DAYS  
TWO SIGNATURES REQUIRED IF \$15,000.00 OR MORE

Tenant: 6070 OAKLAND PORT SERVICES

Account Executive: 40 MARITIME DIVISION

Deposit  
No and Description

333 SPACE # 1112MMJ1

Deposit  
Amt

974.00 M06070 R070 0  
974.00

RBI  
NO

0

Lease  
NO

M06070

Fac  
NO

R070

Payment  
Date

JAN 01 1900

Payment  
Type

CA

Payment  
Amt

974.00

Number of Deposits: 1

974.00 \*\*\*

Contact Name

Contact Title

Phone No

Ext

Fax

BILL ABOUDI

510-604-0466

Payment Type: BD = Bonds, CA = Cash, CD = Certificate of Deposit, LC = Letter of Credit, PE = Pending, PA = Pending Approval

\*\*\* End of Report \*\*\*

*Open Documents as of Tuesday, February 09, 2010*

6070

OAKLAND PORT SERVICES

Entity: MM


<i>Document No.</i>	<i>Invoice Date</i>	<i>Due Date</i>	<i>Type</i>	<i>Description</i>	<i>Amount</i>
---------------------	---------------------	-----------------	-------------	--------------------	---------------

*There are no Open Documents for this Receivable Account*

Balance Due

.00

REFUND DEPOSIT



File Open For Remittance Allocation History

Field	Operator	Value (Case Sensitive)	Add
Receivable Account	is equal to	6070	Search

Remittance Number	Remittance	Remittance / Ar Receivable	Remittance St	Deposit St	Deposit Date	Remittance Dt	Remittance
062918	621	287.82	6070	Allocated	888019	6/21/2005	ysumabal
062933	623	306.25	6070	Allocated	888027	6/23/2005	ysumabal
062947	727	1022.7	6070	Allocated	888137	7/27/2005	ysumabal
063145	811	423.97	6070	Allocated	888196	8/11/2005	ysumabal
063181	822	1099.29	6070	Allocated	893730	8/22/2005	ysumabal
063250	831	362.69	6070	Allocated	893767	8/31/2005	ysumabal
063273	906	1022.7	6070	Allocated	893784	9/6/2005	chofeman
063375	928	519.52	6070	Allocated	893860	9/28/2005	ysumabal
063393	1003	1022.7	6070	Allocated	893875	10/3/2005	ysumabal
063324	1103	1052.22	6070	Allocated	893982	11/3/2005	ysumabal
063362	1202	1441.08	6070	Allocated	894076	12/2/2005	ysumabal
063755	1229	1874.96	6070	Allocated	894160	12/29/2005	ysumabal

Maximum Rows Returned: 1000 Rows Retrieved: 35

**EXHIBIT**

**D**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

JAY IAN ABOUDI (SBN: 251984)

GENERAL COUNSEL, OAKLAND PORT SERVICES CORPORATION

11 BURMA ROAD

OAKLAND, CA 94607

TELEPHONE NO.: (510) 719-5583

FAX NO. (Optional): (510) 803-4529

E-MAIL ADDRESS (Optional): ATTORNEY FOR DEFENDANT OAKLAND PORT SERVICES CORPORATION

ATTORNEY FOR (Name): d/b/a AB TRUCKING

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

SHORT TITLE OF CASE:

GODFREY v. OAKLAND PORT SERVICES CORPORATION

**FORM INTERROGATORIES—GENERAL**

Asking Party: DEF'T. OAKLAND PORT SERVICES CORP.

CASE NUMBER:

RG 08-379099

Answering Party: PLAINTIFF LAVON GODFREY

Set No.: 1 (ONE)

**Sec. 1. Instructions to All Parties**

(a) Interrogatories are written questions prepared by a party to an action that are sent to any other party in the action to be answered under oath. The interrogatories below are form interrogatories approved for use in civil cases.

(b) For time limitations, requirements for service on other parties, and other details, see Code of Civil Procedure sections 2030.010–2030.410 and the cases construing those sections.

(c) These form interrogatories do not change existing law relating to interrogatories nor do they affect an answering party's right to assert any privilege or make any objection.

**Sec. 2. Instructions to the Asking Party**

(a) These interrogatories are designed for optional use by parties in unlimited civil cases where the amount demanded exceeds \$25,000. Separate interrogatories, *Form Interrogatories—Limited Civil Cases (Economic Litigation)* (form DISC-004), which have no subparts, are designed for use in limited civil cases where the amount demanded is \$25,000 or less; however, those interrogatories may also be used in unlimited civil cases.

(b) Check the box next to each interrogatory that you want the answering party to answer. Use care in choosing those interrogatories that are applicable to the case.

(c) You may insert your own definition of **INCIDENT** in Section 4, but only where the action arises from a course of conduct or a series of events occurring over a period of time.

(d) The interrogatories in section 16.0, Defendant's Contentions—Personal Injury, should not be used until the defendant has had a reasonable opportunity to conduct an investigation or discovery of plaintiff's injuries and damages.

(e) Additional interrogatories may be attached.

**Sec. 3. Instructions to the Answering Party**

(a) An answer or other appropriate response must be given to each interrogatory checked by the asking party.

(b) As a general rule, within 30 days after you are served with these interrogatories, you must serve your responses on the asking party and serve copies of your responses on all other parties to the action who have appeared. See Code of Civil Procedure sections 2030.260–2030.270 for details.

(c) Each answer must be as complete and straightforward as the information reasonably available to you, including the information possessed by your attorneys or agents, permits. If an interrogatory cannot be answered completely, answer it to the extent possible.

(d) If you do not have enough personal knowledge to fully answer an interrogatory, say so, but make a reasonable and good faith effort to get the information by asking other persons or organizations, unless the information is equally available to the asking party.

(e) Whenever an interrogatory may be answered by referring to a document, the document may be attached as an exhibit to the response and referred to in the response. If the document has more than one page, refer to the page and section where the answer to the interrogatory can be found.

(f) Whenever an address and telephone number for the same person are requested in more than one interrogatory, you are required to furnish them in answering only the first interrogatory asking for that information.

(g) If you are asserting a privilege or making an objection to an interrogatory, you must specifically assert the privilege or state the objection in your written response.

(h) Your answers to these interrogatories must be verified, dated, and signed. You may wish to use the following form at the end of your answers:

*I declare under penalty of perjury under the laws of the State of California that the foregoing answers are true and correct.*

\_\_\_\_\_  
(DATE)\_\_\_\_\_  
(SIGNATURE)**Sec. 4. Definitions**

Words in **BOLDFACE CAPITALS** in these interrogatories are defined as follows:

(a) (Check one of the following):

- (1) **INCIDENT** includes the circumstances and events surrounding the alleged accident, injury, or other occurrence or breach of contract giving rise to this action or proceeding.

- (2) **INCIDENT** means (insert your definition here or on a separate, attached sheet labeled "Sec. 4(a)(2)"):

**(b) YOU OR ANYONE ACTING ON YOUR BEHALF**

includes you, your agents, your employees, your insurance companies, their agents, their employees, your attorneys, your accountants, your investigators, and anyone else acting on your behalf.

(c) **PERSON** includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

(d) **DOCUMENT** means a writing, as defined in Evidence Code section 250, and includes the original or a copy of handwriting, typewriting, printing, photostats, photographs, electronically stored information, and every other means of recording upon any tangible thing and form of communicating or representation, including letters, words, pictures, sounds, or symbols, or combinations of them.

(e) **HEALTH CARE PROVIDER** includes any **PERSON** referred to in Code of Civil Procedure section 667.7(e)(3).

(f) **ADDRESS** means the street address, including the city, state, and zip code.

**Sec. 5. Interrogatories**

The following interrogatories have been approved by the Judicial Council under Code of Civil Procedure section 2033.710:

**CONTENTS**

1.0 Identity of Persons Answering These Interrogatories
2.0 General Background Information—Individual
3.0 General Background Information—Business Entity
4.0 Insurance
5.0 [Reserved]
6.0 Physical, Mental, or Emotional Injuries
7.0 Property Damage
8.0 Loss of Income or Earning Capacity
9.0 Other Damages
10.0 Medical History
11.0 Other Claims and Previous Claims
12.0 Investigation—General
13.0 Investigation—Surveillance
14.0 Statutory or Regulatory Violations
15.0 Denials and Special or Affirmative Defenses
16.0 Defendant's Contentions Personal Injury
17.0 Responses to Request for Admissions
18.0 [Reserved]
19.0 [Reserved]
20.0 How the Incident Occurred—Motor Vehicle
25.0 [Reserved]
30.0 [Reserved]
40.0 [Reserved]
50.0 Contract
60.0 [Reserved]
70.0 Unlawful Detainer [See separate form DISC-003]
101.0 Economic Litigation [See separate form DISC-004]
200.0 Employment Law [See separate form DISC-002]
Family Law [See separate form FL-145]

**1.0 Identity of Persons Answering These Interrogatories**

- 1.1 State the name, **ADDRESS**, telephone number, and relationship to you of each **PERSON** who prepared or assisted in the preparation of the responses to these interrogatories. (Do not identify anyone who simply typed or reproduced the responses.)

**2.0 General Background Information—individual**

- 2.1 State:
- your name;
  - every name you have used in the past; and
  - the dates you used each name.
- 2.2 State the date and place of your birth.
- 2.3 At the time of the **INCIDENT**, did you have a driver's license? If so state:
- the state or other issuing entity;
  - the license number and type;
  - the date of issuance; and
  - all restrictions.
- 2.4 At the time of the **INCIDENT**, did you have any other permit or license for the operation of a motor vehicle? If so, state:
- the state or other issuing entity;
  - the license number and type;
  - the date of issuance; and
  - all restrictions.
- 2.5 State:
- your present residence **ADDRESS**;
  - your residence **ADDRESSES** for the past five years; and
  - the dates you lived at each **ADDRESS**.
- 2.6 State:
- the name, **ADDRESS**, and telephone number of your present employer or place of self-employment; and
  - the name, **ADDRESS**, dates of employment, job title, and nature of work for each employer or self-employment you have had from five years before the **INCIDENT** until today.
- 2.7 State:
- the name and **ADDRESS** of each school or other academic or vocational institution you have attended, beginning with high school;
  - the dates you attended;
  - the highest grade level you have completed; and
  - the degrees received.
- 2.8 Have you ever been convicted of a felony? If so, for each conviction state:
- the city and state where you were convicted;
  - the date of conviction;
  - the offense; and
  - the court and case number.
- 2.9 Can you speak English with ease? If not, what language and dialect do you normally use?
- 2.10 Can you read and write English with ease? If not, what language and dialect do you normally use?

- 2.11 At the time of the **INCIDENT** were you acting as an agent or employee for any **PERSON**? If so, state:
- (a) the name, **ADDRESS**, and telephone number of that **PERSON**; and
- (b) a description of your duties.
- 2.12 At the time of the **INCIDENT** did you or any other person have any physical, emotional, or mental disability or condition that may have contributed to the occurrence of the **INCIDENT**? If so, for each person state:
- (a) the name, **ADDRESS**, and telephone number;
- (b) the nature of the disability or condition; and
- (c) the manner in which the disability or condition contributed to the occurrence of the **INCIDENT**.
- 2.13 Within 24 hours before the **INCIDENT** did you or any person involved in the **INCIDENT** use or take any of the following substances: alcoholic beverage, marijuana, or other drug or medication of any kind (prescription or not)? If so, for each person state:
- (a) the name, **ADDRESS**, and telephone number;
- (b) the nature or description of each substance;
- (c) the quantity of each substance used or taken;
- (d) the date and time of day when each substance was used or taken;
- (e) the **ADDRESS** where each substance was used or taken;
- (f) the name, **ADDRESS**, and telephone number of each person who was present when each substance was used or taken; and
- (g) the name, **ADDRESS**, and telephone number of any **HEALTH CARE PROVIDER** who prescribed or furnished the substance and the condition for which it was prescribed or furnished.
- 3.0 General Background Information—Business Entity**
- 3.1 Are you a corporation? If so, state:
- (a) the name stated in the current articles of incorporation;
- (b) all other names used by the corporation during the past 10 years and the dates each was used;
- (c) the date and place of incorporation;
- (d) the **ADDRESS** of the principal place of business; and
- (e) whether you are qualified to do business in California.
- 3.2 Are you a partnership? If so, state:
- (a) the current partnership name;
- (b) all other names used by the partnership during the past 10 years and the dates each was used;
- (c) whether you are a limited partnership and, if so, under the laws of what jurisdiction;
- (d) the name and **ADDRESS** of each general partner; and
- (e) the **ADDRESS** of the principal place of business.
- 3.3 Are you a limited liability company? If so, state:
- (a) the name stated in the current articles of organization;
- (b) all other names used by the company during the past 10 years and the date each was used;
- (c) the date and place of filing of the articles of organization;
- (d) the **ADDRESS** of the principal place of business; and
- (e) whether you are qualified to do business in California.
- 3.4 Are you a joint venture? If so, state:
- (a) the current joint venture name;
- (b) all other names used by the joint venture during the past 10 years and the dates each was used;
- (c) the name and **ADDRESS** of each joint venturer; and
- (d) the **ADDRESS** of the principal place of business.
- 3.5 Are you an unincorporated association? If so, state:
- (a) the current unincorporated association name;
- (b) all other names used by the unincorporated association during the past 10 years and the dates each was used; and
- (c) the **ADDRESS** of the principal place of business.
- 3.6 Have you done business under a fictitious name during the past 10 years? If so, for each fictitious name state:
- (a) the name;
- (b) the dates each was used;
- (c) the state and county of each fictitious name filing; and
- (d) the **ADDRESS** of the principal place of business.
- 3.7 Within the past five years has any public entity registered or licensed your business? If so, for each license or registration:
- (a) identify the license or registration;
- (b) state the name of the public entity; and
- (c) state the dates of issuance and expiration.
- 4.0 Insurance**
- 4.1 At the time of the **INCIDENT**, was there in effect any policy of insurance through which you were or might be insured in any manner (for example, primary, pro-rata, or excess liability coverage or medical expense coverage) for the damages, claims, or actions that have arisen out of the **INCIDENT**? If so, for each policy state:
- (a) the kind of coverage;
- (b) the name and **ADDRESS** of the insurance company;
- (c) the name, **ADDRESS**, and telephone number of each named insured;
- (d) the policy number;
- (e) the limits of coverage for each type of coverage contained in the policy;
- (f) whether any reservation of rights or controversy or coverage dispute exists between you and the insurance company; and
- (g) the name, **ADDRESS**, and telephone number of the custodian of the policy.
- 4.2 Are you self-insured under any statute for the damages, claims, or actions that have arisen out of the **INCIDENT**? If so, specify the statute.
- 5.0 [Reserved]**
- 6.0 Physical, Mental, or Emotional Injuries**
- 6.1 Do you attribute any physical, mental, or emotional injuries to the **INCIDENT**? (If your answer is "no," do not answer interrogatories 6.2 through 6.7).
- 6.2 Identify each injury you attribute to the **INCIDENT** and the area of your body affected.



6.3 Do you still have any complaints that you attribute to the **INCIDENT**? If so, for each complaint state:

- (a) a description;
- (b) whether the complaint is subsiding, remaining the same, or becoming worse; and
- (c) the frequency and duration.

6.4 Did you receive any consultation or examination (except from expert witnesses covered by Code of Civil Procedure sections 2034.210–2034.310) or treatment from a **HEALTH CARE PROVIDER** for any injury you attribute to the **INCIDENT**? If so, for each **HEALTH CARE PROVIDER** state:

- (a) the name, **ADDRESS**, and telephone number;
- (b) the type of consultation, examination, or treatment provided;
- (c) the dates you received consultation, examination, or treatment; and
- (d) the charges to date.

6.5 Have you taken any medication, prescribed or not, as a result of injuries that you attribute to the **INCIDENT**? If so, for each medication state:

- (a) the name;
- (b) the **PERSON** who prescribed or furnished it;
- (c) the date it was prescribed or furnished;
- (d) the dates you began and stopped taking it; and
- (e) the cost to date.

6.6 Are there any other medical services necessitated by the injuries that you attribute to the **INCIDENT** that were not previously listed (for example, ambulance, nursing, prosthetics)? If so, for each service state:

- (a) the nature;
- (b) the date;
- (c) the cost; and
- (d) the name, **ADDRESS**, and telephone number of each provider.

6.7 Has any **HEALTH CARE PROVIDER** advised that you may require future or additional treatment for any injuries that you attribute to the **INCIDENT**? If so, for each injury state:

- (a) the name and **ADDRESS** of each **HEALTH CARE PROVIDER**;
- (b) the complaints for which the treatment was advised; and
- (c) the nature, duration, and estimated cost of the treatment.

#### 7.0 Property Damage

7.1 Do you attribute any loss of or damage to a vehicle or other property to the **INCIDENT**? If so, for each item of property:

- (a) describe the property;
- (b) describe the nature and location of the damage to the property;

- (c) state the amount of damage you are claiming for each item of property and how the amount was calculated; and
- (d) if the property was sold, state the name, **ADDRESS**, and telephone number of the seller, the date of sale, and the sale price.

7.2 Has a written estimate or evaluation been made for any item of property referred to in your answer to the preceding interrogatory? If so, for each estimate or evaluation state:

- (a) the name, **ADDRESS**, and telephone number of the **PERSON** who prepared it and the date prepared;
- (b) the name, **ADDRESS**, and telephone number of each **PERSON** who has a copy of it; and
- (c) the amount of damage stated.

7.3 Has any item of property referred to in your answer to interrogatory 7.1 been repaired? If so, for each item state:

- (a) the date repaired;
- (b) a description of the repair;
- (c) the repair cost;
- (d) the name, **ADDRESS**, and telephone number of the **PERSON** who repaired it;
- (e) the name, **ADDRESS**, and telephone number of the **PERSON** who paid for the repair.

#### 8.0 Loss of Income or Earning Capacity

8.1 Do you attribute any loss of income or earning capacity to the **INCIDENT**? (If your answer is "no," do not answer interrogatories 8.2 through 8.8).

8.2 State:

- (a) the nature of your work;
- (b) your job title at the time of the **INCIDENT**; and
- (c) the date your employment began.

8.3 State the last date before the **INCIDENT** that you worked for compensation.

8.4 State your monthly income at the time of the **INCIDENT** and how the amount was calculated.

8.5 State the date you returned to work at each place of employment following the **INCIDENT**.

8.6 State the dates you did not work and for which you lost income as a result of the **INCIDENT**.

8.7 State the total income you have lost to date as a result of the **INCIDENT** and how the amount was calculated.

8.8 Will you lose income in the future as a result of the **INCIDENT**? If so, state:

- (a) the facts upon which you base this contention;
- (b) an estimate of the amount;
- (c) an estimate of how long you will be unable to work; and
- (d) how the claim for future income is calculated.

**9.0 Other Damages**

- 9.1 Are there any other damages that you attribute to the **INCIDENT**? If so, for each item of damage state:
- the nature;
  - the date it occurred;
  - the amount; and
  - the name, **ADDRESS**, and telephone number of each **PERSON** to whom an obligation was incurred.

- 9.2 Do any **DOCUMENTS** support the existence or amount of any item of damages claimed in interrogatory 9.1? If so, describe each document and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.

**10.0 Medical History**

- 10.1 At any time before the **INCIDENT** did you have complaints or injuries that involved the same part of your body claimed to have been injured in the **INCIDENT**? If so, for each state:
- a description of the complaint or injury;
  - the dates it began and ended; and
  - the name, **ADDRESS**, and telephone number of each **HEALTH CARE PROVIDER** whom you consulted or who examined or treated you.

- 10.2 List all physical, mental, and emotional disabilities you had immediately before the **INCIDENT**. (*You may omit mental or emotional disabilities unless you attribute any mental or emotional injury to the **INCIDENT**.*)

- 10.3 At any time after the **INCIDENT**, did you sustain injuries of the kind for which you are now claiming damages? If so, for each incident giving rise to an injury state:
- the date and the place it occurred;
  - the name, **ADDRESS**, and telephone number of any other **PERSON** involved;
  - the nature of any injuries you sustained;
  - the name, **ADDRESS**, and telephone number of each **HEALTH CARE PROVIDER** who you consulted or who examined or treated you; and
  - the nature of the treatment and its duration.

**11.0 Other Claims and Previous Claims**

- 11.1 Except for this action, in the past 10 years have you filed an action or made a written claim or demand for compensation for your personal injuries? If so, for each action, claim, or demand state:
- the date, time, and place and location (closest street **ADDRESS** or intersection) of the **INCIDENT** giving rise to the action, claim, or demand;
  - the name, **ADDRESS**, and telephone number of each **PERSON** against whom the claim or demand was made or the action filed;

- the court, names of the parties, and case number of any action filed;
- the name, **ADDRESS**, and telephone number of any attorney representing you;
- whether the claim or action has been resolved or is pending; and
- a description of the injury.

- 11.2 In the past 10 years have you made a written claim or demand for workers' compensation benefits? If so, for each claim or demand state:
- the date, time, and place of the **INCIDENT** giving rise to the claim;
  - the name, **ADDRESS**, and telephone number of your employer at the time of the injury;
  - the name, **ADDRESS**, and telephone number of the workers' compensation insurer and the claim number;
  - the period of time during which you received workers' compensation benefits;
  - a description of the injury;
  - the name, **ADDRESS**, and telephone number of any **HEALTH CARE PROVIDER** who provided services; and
  - the case number at the Workers' Compensation Appeals Board.

**12.0 Investigation—General**

- 12.1 State the name, **ADDRESS**, and telephone number of each individual:
- who witnessed the **INCIDENT** or the events occurring immediately before or after the **INCIDENT**;
  - who made any statement at the scene of the **INCIDENT**;
  - who heard any statements made about the **INCIDENT** by any individual at the scene; and
  - who **YOU OR ANYONE ACTING ON YOUR BEHALF** claim has knowledge of the **INCIDENT** (except for expert witnesses covered by Code of Civil Procedure section 2034).

- 12.2 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** interviewed any individual concerning the **INCIDENT**? If so, for each individual state:
- the name, **ADDRESS**, and telephone number of the individual interviewed;
  - the date of the interview; and
  - the name, **ADDRESS**, and telephone number of the **PERSON** who conducted the interview.

- 12.3 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** obtained a written or recorded statement from any individual concerning the **INCIDENT**? If so, for each statement state:
- the name, **ADDRESS**, and telephone number of the individual from whom the statement was obtained;
  - the name, **ADDRESS**, and telephone number of the individual who obtained the statement;
  - the date the statement was obtained; and
  - the name, **ADDRESS**, and telephone number of each **PERSON** who has the original statement or a copy.

12.4 Do YOU OR ANYONE ACTING ON YOUR BEHALF know of any photographs, films, or videotapes depicting any place, object, or individual concerning the INCIDENT or plaintiff's injuries? If so, state:

- (a) the number of photographs or feet of film or videotape;
- (b) the places, objects, or persons photographed, filmed, or videotaped;
- (c) the date the photographs, films, or videotapes were taken;
- (d) the name, ADDRESS, and telephone number of the individual taking the photographs, films, or videotapes; and
- (e) the name, ADDRESS, and telephone number of each PERSON who has the original or a copy of the photographs, films, or videotapes.

12.5 Do YOU OR ANYONE ACTING ON YOUR BEHALF know of any diagram, reproduction, or model of any place or thing (except for items developed by expert witnesses covered by Code of Civil Procedure sections 2034.210–2034.310) concerning the INCIDENT? If so, for each item state:

- (a) the type (i.e., diagram, reproduction, or model);
- (b) the subject matter; and
- (c) the name, ADDRESS, and telephone number of each PERSON who has it.

12.6 Was a report made by any PERSON concerning the INCIDENT? If so, state:

- (a) the name, title, identification number, and employer of the PERSON who made the report;
- (b) the date and type of report made;
- (c) the name, ADDRESS, and telephone number of the PERSON for whom the report was made; and
- (d) the name, ADDRESS, and telephone number of each PERSON who has the original or a copy of the report.

12.7 Have YOU OR ANYONE ACTING ON YOUR BEHALF inspected the scene of the INCIDENT? If so, for each inspection state:

- (a) the name, ADDRESS, and telephone number of the individual making the inspection (except for expert witnesses covered by Code of Civil Procedure sections 2034.210–2034.310); and
- (b) the date of the inspection.

### 13.0 Investigation—Surveillance

13.1 Have YOU OR ANYONE ACTING ON YOUR BEHALF conducted surveillance of any individual involved in the INCIDENT or any party to this action? If so, for each surveillance state:

- (a) the name, ADDRESS, and telephone number of the individual or party;
- (b) the time, date, and place of the surveillance;
- (c) the name, ADDRESS, and telephone number of the individual who conducted the surveillance; and
- (d) the name, ADDRESS, and telephone number of each PERSON who has the original or a copy of any surveillance photograph, film, or videotape.

13.2 Has a written report been prepared on the surveillance? If so, for each written report state:

- (a) the title;
- (b) the date;
- (c) the name, ADDRESS, and telephone number of the individual who prepared the report; and
- (d) the name, ADDRESS, and telephone number of each PERSON who has the original or a copy.

### 14.0 Statutory or Regulatory Violations

14.1 Do YOU OR ANYONE ACTING ON YOUR BEHALF contend that any PERSON involved in the INCIDENT violated any statute, ordinance, or regulation and that the violation was a legal (proximate) cause of the INCIDENT? If so, identify the name, ADDRESS, and telephone number of each PERSON and the statute, ordinance, or regulation that was violated.

14.2 Was any PERSON cited or charged with a violation of any statute, ordinance, or regulation as a result of this INCIDENT? If so, for each PERSON state:

- (a) the name, ADDRESS, and telephone number of the PERSON;
- (b) the statute, ordinance, or regulation allegedly violated;
- (c) whether the PERSON entered a plea in response to the citation or charge and, if so, the plea entered; and
- (d) the name and ADDRESS of the court or administrative agency, names of the parties, and case number.

### 15.0 Denials and Special or Affirmative Defenses

15.1 Identify each denial of a material allegation and each special or affirmative defense in your pleadings and for each:

- (a) state all facts upon which you base the denial or special or affirmative defense;
- (b) state the names, ADDRESSES, and telephone numbers of all PERSONS who have knowledge of those facts; and
- (c) identify all DOCUMENTS and other tangible things that support your denial or special or affirmative defense, and state the name, ADDRESS, and telephone number of the PERSON who has each DOCUMENT.

### 16.0 Defendant's Contentions—Personal Injury

16.1 Do you contend that any PERSON, other than you or plaintiff, contributed to the occurrence of the INCIDENT or the injuries or damages claimed by plaintiff? If so, for each PERSON:

- (a) state the name, ADDRESS, and telephone number of the PERSON;
- (b) state all facts upon which you base your contention;
- (c) state the names, ADDRESSES, and telephone numbers of all PERSONS who have knowledge of the facts; and
- (d) identify all DOCUMENTS and other tangible things that support your contention and state the name, ADDRESS, and telephone number of the PERSON who has each DOCUMENT or thing.

16.2 Do you contend that plaintiff was not injured in the INCIDENT? If so:

- (a) state all facts upon which you base your contention;
- (b) state the names, ADDRESSES, and telephone numbers of all PERSONS who have knowledge of the facts; and
- (c) identify all DOCUMENTS and other tangible things that support your contention and state the name, ADDRESS, and telephone number of the PERSON who has each DOCUMENT or thing.

- (c) the name, **ADDRESS**, and telephone number of each occupant other than the driver;
- (d) the name, **ADDRESS**, and telephone number of each registered owner;
- (e) the name, **ADDRESS**, and telephone number of each lessee;
- (f) the name, **ADDRESS**, and telephone number of each owner other than the registered owner or lien holder, and
- (g) the name of each owner who gave permission or consent to the driver to operate the vehicle.

20.3 State the **ADDRESS** and location where your trip began and the **ADDRESS** and location of your destination.

20.4 Describe the route that you followed from the beginning of your trip to the location of the **INCIDENT**, and state the location of each stop, other than routine traffic stops, during the trip leading up to the **INCIDENT**.

20.5 State the name of the street or roadway, the lane of travel, and the direction of travel of each vehicle involved in the **INCIDENT** for the 500 feet of travel before the **INCIDENT**.

20.6 Did the **INCIDENT** occur at an intersection? If so, describe all traffic control devices, signals, or signs at the intersection.

20.7 Was there a traffic signal facing you at the time of the **INCIDENT**? If so, state:  
 (a) your location when you first saw it;  
 (b) the color;  
 (c) the number of seconds it had been that color; and  
 (d) whether the color changed between the time you first saw it and the **INCIDENT**.

20.8 State how the **INCIDENT** occurred, giving the speed, direction, and location of each vehicle involved:  
 (a) just before the **INCIDENT**;  
 (b) at the time of the **INCIDENT**; and (c) just after the **INCIDENT**.

20.9 Do you have information that a malfunction or defect in a vehicle caused the **INCIDENT**? If so:  
 (a) identify the vehicle;  
 (b) identify each malfunction or defect;  
 (c) state the name, **ADDRESS**, and telephone number of each **PERSON** who is a witness to or has information about each malfunction or defect; and  
 (d) state the name, **ADDRESS**, and telephone number of each **PERSON** who has custody of each defective part.

20.10 Do you have information that any malfunction or defect in a vehicle contributed to the injuries sustained in the **INCIDENT**? If so:  
 (a) identify the vehicle;  
 (b) identify each malfunction or defect;  
 (c) state the name, **ADDRESS**, and telephone number of each **PERSON** who is a witness to or has information about each malfunction or defect; and

(d) state the name, **ADDRESS**, and telephone number of each **PERSON** who has custody of each defective part.

20.11 State the name, **ADDRESS**, and telephone number of each owner and each **PERSON** who has had possession since the **INCIDENT** of each vehicle involved in the **INCIDENT**.

25.0 [Reserved]

30.0 [Reserved]

40.0 [Reserved]

50.0 Contract

- 50.1 For each agreement alleged in the pleadings:
  - (a) identify each **DOCUMENT** that is part of the agreement and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
  - (b) state each part of the agreement not in writing, the name, **ADDRESS**, and telephone number of each **PERSON** agreeing to that provision, and the date that part of the agreement was made;
  - (c) identify all **DOCUMENTS** that evidence any part of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
  - (d) identify all **DOCUMENTS** that are part of any modification to the agreement, and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
  - (e) state each modification not in writing, the date, and the name, **ADDRESS**, and telephone number of each **PERSON** agreeing to the modification, and the date the modification was made;
  - (f) identify all **DOCUMENTS** that evidence any modification of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

50.2 Was there a breach of any agreement alleged in the pleadings? If so, for each breach describe and give the date of every act or omission that you claim is the breach of the agreement.

50.3 Was performance of any agreement alleged in the pleadings excused? If so, identify each agreement excused and state why performance was excused.

50.4 Was any agreement alleged in the pleadings terminated by mutual agreement, release, accord and satisfaction, or novation? If so, identify each agreement terminated, the date of termination, and the basis of the termination.

50.5 Is any agreement alleged in the pleadings unenforceable? If so, identify each unenforceable agreement and state why it is unenforceable.

50.6 Is any agreement alleged in the pleadings ambiguous? If so, identify each ambiguous agreement and state why it is ambiguous.

60.0 [Reserved]

1 Godfrey v. Oakland Port Services Corporation dba AB Trucking  
2 Alameda County Superior Court Case No. RG 08-379099

3 **PROOF OF SERVICE**

4 I am a resident of the State of California, over the age of eighteen years, and not  
5 a party to the within action. My business address is: 11 Burma Road, Oakland, CA  
6 94607. On the date below, I served the within documents:

7 **DEFENDANT OAKLAND PORT SERVICES CORPORATION'S FORM  
8 INTERROGATORIES—GENERAL TO PLAINTIFF LAVON GODFREY, SET ONE**

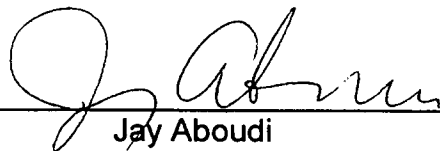
- 8  by transmitting via facsimile the document(s) listed above to the fax number(s)  
9 set forth below on this date before 5:00 p.m.
- 10  by placing the document(s) listed above in a sealed envelope with postage  
11 thereon fully prepaid, in United States mail in the State of California at  
12 Oakland, addressed as set forth below.
- 13  by personally delivering the document(s) listed above to the person(s) at the  
14 address(es) set forth below.

15 Lisl R. Duncan, Esq.  
16 Weinberg, Roger & Rosenfeld  
17 A Professional Corporation  
18 1001 Marina Village Parkway, Suite 200  
19 Alameda, CA 94501-1091

20 I am readily familiar with the firm's practice of collection and processing  
21 correspondence for mailing. Under that practice it would be deposited with the U.S.  
22 Postal Service on that same day with postage thereon fully prepaid in the ordinary  
23 course of business. I am aware that on motion of the party served, service is presumed  
24 invalid if postal cancellation date or postage meter date is more than one day after the  
25 date of deposit for mailing in affidavit.

26 I declare under penalty of perjury under the laws of the State of California that  
27 the above is true and correct.

28 Executed on September 8, 2009 at Oakland, California.

29   
30 \_\_\_\_\_  
31 Jay Aboudi

**EXHIBIT**

**E**

**EXHIBIT**

**E**

1 DAVID A. ROSENFELD, Bar No. 058163  
2 CAREN P. SENCER, Bar No. 233488  
3 LISL R. DUNCAN, Bar No. 261875  
4 WEINBERG, ROGER & ROSENFELD  
5 A Professional Corporation  
6 1001 Marina Village Parkway, Suite 200  
7 Alameda, California 94501-1091  
8 Telephone 510.337.1001  
9 Fax 510.337.1023

10 Attorneys for Plaintiffs  
11 LAVON GODFREY and GARY GILBERT

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

14 LAVON GODFREY and GARY GILBERT, on ) Case No. RG 08-379099  
15 behalf of themselves and all others similarly )  
16 situated, )  
17 Plaintiffs, )  
18 v. )  
19 OAKLAND PORT SERVICES CORP. d/b/a )  
20 AB TRUCKING, and DOES 1 through 20, )  
21 inclusive, )  
22 Defendants. )

23 PROPOUNDING PARTY: Defendant OAKLAND PORT SERVICES CORPORATION  
24 RESPONDING PARTY: Plaintiff LAVON GODFREY  
25 SET: One



1 Pursuant to Code of Civil Procedure § 2030.210, Plaintiff LAVON GODFREY  
2 (“Plaintiff”) responds to Defendant OAKLAND PORT SERVICE CORPORATION’S (“AB  
3 Trucking” and/or “Defendant”) Special Interrogatories, Set One, as follows:

4 **GENERAL OBJECTIONS**

5 The following responses are made solely for purposes of this action. These responses are  
6 based upon information presently available to Plaintiff, and no incidental or implied admissions are  
7 intended hereby.

8 Plaintiff objects to the Form Interrogatories, set one, to the extent that they seek  
9 information not presently in the possession of Plaintiff due to the fact that Plaintiff has not yet  
10 completed its investigation of the facts related to this case, or completed discovery, or preparation  
11 for trial. Plaintiff’s investigation, discovery, and trial preparation are continuing, and may produce  
12 information relevant to these interrogatories. The following responses are given without prejudice  
13 to Plaintiff’s right to produce any evidence subsequently discovered.

14 Plaintiff generally objects to these discovery requests as seeking information more readily  
15 available to Defendant from other sources and/or already in possession of the propounding  
16 Defendant, and as seeking information protected by the attorney-client privilege and work product  
17 doctrine.

18 Subject to these general objections, Plaintiff responds as follows:

19 **FORM INTERROGATORIES - GENERAL**

20 **FORM INTERROGATORY NO. 1.1:**

21 State the name, ADDRESS, telephone number, and relationship to you of each PERSON  
22 who prepared or assisted in the preparation of the responses to these interrogatories.

23 **RESPONSE TO FORM INTERROGATORY NO. 1.1:**

24 My attorneys, whose names and addresses are known to the propounding parties.

25 **FORM INTERROGATORY NO. 2.1:**

26 State:

27 (a) Your name;

1 (b) every name you have used in the past;

2 (c) the dates you used each name.

3 **RESPONSE TO FORM INTERROGATORY NO. 2.1:**

4 State:

5 (a) Lavon Godfrey

6 (b) Not applicable

7 (c) Not applicable

8 **FORM INTERROGATORY NO. 2.2:**

9 State the date and place of your birth.

10 **RESPONSE TO FORM INTERROGATORY NO. 2.2:**

11 Plaintiff objects to this Interrogatory on the ground that it seeks information not relevant to  
12 the instant action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff  
13 objects on the grounds that this request oppressive and burdensome as Plaintiff responded to this  
14 question in her deposition taken by Defendant June 24, 2009. Subject to the foregoing objections,  
15 Plaintiff responds as follows: May 11, 1977.

16 **FORM INTERROGATORY NO. 2.3:**

17 At the time of the INCIDENT, did you have a driver's license? If so state:

18 (a) the state or other issuing entity;

19 (b) the license number and type;

20 (c) the date of issuance;

21 (d) all restrictions.

22 **RESPONSE TO FORM INTERROGATORY NO. 2.3:**

23 Plaintiff objects to this Interrogatory on the ground that it seeks information not relevant to  
24 the instant action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff  
25 objects on the grounds that this request oppressive and burdensome as Plaintiff responded to this  
26 question in her deposition taken by Defendant June 24, 2009. Subject to the foregoing objections,  
27 Plaintiff responds as follows: Plaintiff had a Class A license at the time he worked for AB  
28 Trucking.

1 **FORM INTERROGATORY NO. 2.4:**

2 At the time of the INCIDENT, did you have any other permit or license for the operation of  
3 a motor vehicle? If so, state:

- 4 (a) the state or other issuing entity;  
5 (b) the license number and type;  
6 (c) the date of issuance;  
7 (d) all restrictions.

8 **RESPONSE TO FORM INTERROGATORY NO. 2.4**

9 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
10 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
11 action, nor reasonably likely to lead to the discovery of admissible evidence. Subject to the  
12 foregoing objections, Plaintiff responds as follows: Plaintiff had a Class C license at the time he  
13 worked for AB Trucking.

14 **FORM INTERROGATORY NO. 2.5:**

15 State: 

- 16 (a) your present residence ADDRESS;  
17 (b) your residence ADDRESSES for the last five years;  
18 (c) the dates you lived at each ADDRESS.

19 **RESPONSE TO FORM INTERROGATORY NO. 2.5:**

20 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
21 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
22 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
23 this request on the ground that the request seeks information protected by the right of privacy.

24 **FORM INTERROGATORY NO. 2.6:**

25 State:

- 26 (a) the name, ADDRESS, and telephone number of your present employer or place of  
27 self-employment;  
28 (b) the name, ADDRESS, dates of employment, job title, and nature of work for each

1 employer or self-employment you have had from five years before the INCIDENT  
2 until today.

3 **RESPONSE TO FORM INTERROGATORY NO. 2.6:**

4 Plaintiff objects to this Interrogatory on the ground that it seeks information not relevant to  
5 the instant action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff  
6 objects to this request on the ground that the request seeks information protected by the right of  
7 privacy.

8 **FORM INTERROGATORY NO. 2.7:**

9 State:

- 10 (a) the name and ADDRESS of each school or other academic or vocational institution  
11 you have attended beginning with high school;  
12 (b) the dates you attended;  
13 (c) the highest grade level you have completed;  
14 (d) the degrees you received.

15 **RESPONSE TO FORM INTERROGATORY NO. 2.7:**

16 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
17 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
18 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects on  
19 the grounds that this request oppressive and burdensome as Plaintiff responded to this question in  
20 his deposition taken by Defendant February 13, 2009. Subject to the foregoing objections, Plaintiff  
21 responds as follows: Castlemont High School, Laney College, Center for Employment Training.

22 **FORM INTERROGATORY NO. 2.8:**

23 Have you ever been convicted of a felony? If so, for each conviction state:

- 24 (a) the city and state where you were convicted;  
25 (b) the date of conviction;  
26 (c) the offense;  
27 (d) the court and case number.

28 **RESPONSE TO FORM INTERROGATORY NO. 2.8:**

1 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
2 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
3 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
4 this request on the ground that the request seeks information protected by the right of privacy.  
5 Plaintiff objects to this request in that it serves no purpose other than vex, harass and annoy  
6 Plaintiff, and is propounded for no other purpose other than to waste Plaintiff's time in an effort to  
7 obfuscate the discovery process. Plaintiff objects on the basis that the question is oppressive and  
8 burdensome. Subject to and without waiving the foregoing objections Plaintiff responds as  
9 follows: No.

10 **FORM INTERROGATORY NO. 2.9:**

11 Can you speak English with ease? If not, what language and dialect do you normally use?

12 **RESPONSE TO FORM INTERROGATORY NO. 2.9:**

13 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
14 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
15 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
16 this request in that it serves no purpose other than vex, harass and annoy Plaintiff, and is  
17 propounded for no other purpose other than to waste Plaintiff's time in an effort to obfuscate the  
18 discovery process. Plaintiff objects on the basis that the question is oppressive and burdensome.  
19 Plaintiff objects to this Interrogatory on the ground that it seeks information not relevant to the  
20 instant action, nor reasonably likely to lead to the discovery of admissible evidence. Based on  
21 these objections, Plaintiff responds as follows: Yes.

22 **FORM INTERROGATORY NO. 2.10:**

23 Can you read and write English with ease? If not, what language and dialect do you  
24 normally use?

25 **RESPONSE TO FORM INTERROGATORY NO. 2.10:**

26 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
27 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
28 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to

1 this request in that it serves no purpose other than vex, harass and annoy Plaintiff, and is  
2 propounded for no other purpose other than to waste Plaintiff's time in an effort to obfuscate the  
3 discovery process. Plaintiff objects on the basis that the question is oppressive and burdensome.  
4 Plaintiff objects to this Interrogatory on the ground that it seeks information not relevant to the  
5 instant action, nor reasonably likely to lead to the discovery of admissible evidence. Based on  
6 these objections, Plaintiff responds as follows: Yes.

7 **FORM INTERROGATORY NO. 2.11:**

8 At the time of the INCIDENT were you acting as an agent or employee for any PERSON? If  
9 so, state:

10 (a) the name, ADDRESS, and telephone number of that PERSON: and

11 (b) a description of your duties.

12 **RESPONSE TO FORM INTERROGATORY NO. 2.10:**

13 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
14 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
15 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
16 this request on the ground that it is unduly overbroad, burdensome, and oppressive, and that the  
17 information is discoverable through less burdensome means in that Defendants already possess this  
18 information in their own records. Plaintiff objects to this request in that it seeks information more  
19 readily available to Defendant. Plaintiff objects to this request on the ground that the request seeks  
20 information protected by the right of privacy. Plaintiff objects to this request in that it serves no  
21 purpose other than vex, harass and annoy Plaintiff, and is propounded for no other purpose other  
22 than to waste Plaintiff's time in an effort to obfuscate the discovery process. Plaintiff objects on  
23 the basis that the question is oppressive and burdensome. Subject to and without waiving the  
24 foregoing objections Plaintiff responds as follows: Yes. Plaintiff was acting as an agent or  
25 employee of AB Trucking.

26 **FORM INTERROGATORY NO. 2.12:**

27 At the time of the INCIDENT did you or any other person have any physical, emotional, or  
28 mental disability of condition that may have contributed to the occurrence of the INCIDENT? If

1 so, for each person state:

- 2 (a) the name, ADDRESS, and telephone number;
- 3 (b) the nature of the disability or condition;
- 4 (c) the manner in which the disability or condition contributed to the occurrence of the
- 5 INCIDENT.

6 **RESPONSE TO FORM INTERROGATORY NO. 2.12:**

7 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
8 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
9 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
10 this request on the ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff  
11 objects to this request in that it serves no purpose other than vex, harass and annoy Plaintiff.  
12 Subject to and without waiving the above objections, Plaintiff hereby responds as follows: No.  
13 Discovery is continuing and Plaintiff reserves the right to supplement her response at a later date.

14 **FORM INTERROGATORY NO. 3.6 :**

15 Have you done business under a fictitious name during the past 10 years? If so, for each  
16 fictitious name state:

- 17 (a) the name;
- 18 (b) the dates each was used;
- 19 (c) the state and county of each fictitious name filing; and
- 20 (d) the ADDRESS of the principal place of business.

21 **RESPONSE TO FORM INTERROGATORY NO. 3.6 :**

22 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
23 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
24 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
25 this request on the ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff  
26 objects to this request in that it serves no purpose other than vex, harass and annoy Plaintiff.  
27 Subject to and without waiving the above objections, Plaintiff hereby responds as follows: No.  
28 Discovery is continuing and Plaintiff reserves the right to supplement her response at a later date.

1 **FORM INTERROGATORY NO. 3.7:**

2 Within the past five years has any public entity registered or licensed your business? If so, for  
3 each license or registration:

- 4 (a) identify the license or registration;  
5 (b) state the name of the public entity; and  
6 (c) State the dates of issuance and expiration.

7 **RESPONSE TO FORM INTERROGATORY NO. 3.7:**

8 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
9 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
10 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
11 this request on the ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff  
12 objects to this request in that it serves no purpose other than vex, harass and annoy Plaintiff.  
13 Subject to and without waiving the above objections, Plaintiff hereby responds as follows: No.  
14 Discovery is continuing and Plaintiff reserves the right to supplement her response at a later date.

15 **FORM INTERROGATORY NO. 4.1:**

16 At the time of the INCIDENT, was there in effect any policy of insurance through which  
17 you were or might be insured in any manner (for example, primary, pro-rata, or excess liability  
18 coverage or medical expense coverage) for the damages, claims, or actions that have arisen out of  
19 the INCIDENT? If so, for each policy state:

- 20 (a) the kind of coverage;  
21 (b) the name and ADDRESS of the insurance company;  
22 (c) the name, ADDRESS, and telephone number of each named insured;  
23 (d) the policy number;  
24 (e) the limits of coverage for each type of coverage contained in the policy;  
25 (f) whether any reservation of rights or controversy or coverage dispute exists between  
26 you and the insurance company;  
27 (g) the name, ADDRESS, and telephone number of the custodian of the policy.

28 **RESPONSE TO FORM INTERROGATORY NO. 4.1:**



1 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
2 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
3 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
4 this request on the ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff  
5 objects to this request in that it serves no purpose other than vex, harass and annoy Plaintiff.  
6 Subject to and without waiving the above objections, Plaintiff hereby responds as follows: To the  
7 best of Plaintiff's knowledge, No. Discovery is continuing and Plaintiff reserves the right to  
8 supplement her response at a later date.

9 **FORM INTERROGATORY NO. 4.2:**

10 Are you self-insured under any statute for the damages, claims, or actions that have arisen  
11 out of the INCIDENT? If so, specify the nature.

12 **RESPONSE TO FORM INTERROGATORY NO. 4.2:**

13 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
14 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
15 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
16 this request on the ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff  
17 objects to this request in that it serves no purpose other than vex, harass and annoy Plaintiff.  
18 Subject to and without waiving the above objections, Plaintiff hereby responds as follows: To the  
19 best of Plaintiff's knowledge, No. Discovery is continuing and Plaintiff reserves the right to  
20 supplement her response at a later date.

21 **FORM INTERROGATORY NO. 6.1:**

22 Do you attribute any physical, mental, or emotional injuries to the INCIDENT? If your  
23 answer is "no," do not answer interrogatories 6.2 through 6.7.

24 **RESPONSE TO FORM INTERROGATORY NO. 6.1:**

25 Plaintiff incorporates his General Objections as though set forth fully herein. Interrogatory  
26 is indecipherable in the context of this case. Plaintiff objects to this Interrogatory on the ground  
27 that it seeks information not relevant to the instant action, nor reasonably likely to lead to the  
28 discovery of admissible evidence. Plaintiff objects to this request on the ground that the request

1 seeks information protected by the right of privacy. Plaintiff objects to this request on the ground  
2 that it is unduly overbroad, burdensome, and oppressive. Plaintiff objects to this request in that it  
3 serves no purpose other than vex, harass and annoy Plaintiff. Subject to and without waiving the  
4 above objections, Plaintiff hereby responds as follows: No. Discovery is continuing and Plaintiff  
5 reserves the right to supplement her response at a later date.

6 **FORM INTERROGATORY NO. 6.3 :**

7 Do you still have any complaints that you attribute to the INCIDENT? If so, for each  
8 complaint state:

9 (a) a description;

10 (b) whether the complaint is subsiding, remaining the same, or becoming worse; and

11 (c) the frequency and duration.

12 **RESPONSE TO FORM INTERROGATORY NO. 6.3 :**

13 Plaintiff incorporates his General Objections as though set forth fully herein. Interrogatory  
14 is indecipherable in the context of this case. Plaintiff objects to this Interrogatory on the ground  
15 that it seeks information not relevant to the instant action, nor reasonably likely to lead to the  
16 discovery of admissible evidence. Plaintiff objects to this request on the ground that the request  
17 seeks information protected by the right of privacy. Plaintiff objects to this request on the ground  
18 that it is unduly overbroad, burdensome, and oppressive. Plaintiff objects to this request in that it  
19 serves no purpose other than vex, harass and annoy Plaintiff. Subject to and without waiving the  
20 above objections, Plaintiff hereby responds as follows: Not applicable. Discovery is continuing  
21 and Plaintiff reserves the right to supplement her response at a later date.

22 **FORM INTERROGATORY NO. 8.1:**

23 Do you attribute any loss of income or earning capacity to the INCIDENT? If your answer  
24 is "no," do not answer interrogatories 8.2 through 8.8.

25 **RESPONSE TO FORM INTERROGATORY NO. 8.1:**

26 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
27 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
28 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to

1 this Interrogatory on the ground that it seeks information not relevant to the instant action, nor  
2 reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to this request  
3 on the ground that the request seeks information protected by the right of privacy. Plaintiff objects  
4 to this request on the ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff  
5 objects to this request in that it serves no purpose other than vex, harass and annoy Plaintiff.  
6 Subject to and without waiving the above objections, Plaintiff hereby responds as follows:  
7 Interrogatory is indecipherable in the context of this case. Plaintiff did not lose income or earning  
8 capacity after her employment with AB Trucking, as a result of having worked for AB Trucking.  
9 However, Plaintiff lost income while working for AB Trucking in the sense that she was not paid  
10 all compensation owed to her under applicable law as alleged in the complaint. Discovery is  
11 continuing and Plaintiff reserves the right to supplement her response at a later date.

12 **FORM INTERROGATORY NO. 8.2:**

13 State:

- 14 (a) the nature of your work;
- 15 (b) your job title at the time of the INCIDENT;
- 16 (c) the date your employment began.

17 **RESPONSE TO FORM INTERROGATORY NO. 8.2:**

18 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
19 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
20 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
21 this Interrogatory on the ground that it seeks information not relevant to the instant action, nor  
22 reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to this request  
23 on the ground that the request seeks information protected by the right of privacy. Plaintiff objects  
24 to this request on the ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff  
25 objects to this request in that it serves no purpose other than vex, harass and annoy Plaintiff.  
26 Subject to and without waiving the above objections, Plaintiff hereby responds as follows:  
27 Interrogatory is indecipherable in the context of this case. Not applicable. Discovery is continuing  
28 and Plaintiff reserves the right to supplement her response at a later date.

1 **FORM INTERROGATORY NO. 8.3:**

2 State the last date before the INCIDENT that you worked for compensation.

3 **RESPONSE TO FORM INTERROGATORY NO. 8.3:**

4 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
5 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
6 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
7 this Interrogatory on the ground that it seeks information not relevant to the instant action, nor  
8 reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to this request  
9 on the ground that the request seeks information protected by the right of privacy. Plaintiff objects  
10 to this request on the ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff  
11 objects to this request in that it serves no purpose other than vex, harass and annoy Plaintiff.  
12 Subject to and without waiving the above objections, Plaintiff hereby responds as follows:  
13 Interrogatory is indecipherable in the context of this case. Not applicable. Discovery is continuing  
14 and Plaintiff reserves the right to supplement her response at a later date.

15 **FORM INTERROGATORY NO. 8.4:**

16 State your monthly income at the time of the INCIDENT and how the amount was  
17 calculated.

18 **RESPONSE TO FORM INTERROGATORY NO. 8.4:**

19 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
20 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
21 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
22 this Interrogatory on the ground that it seeks information not relevant to the instant action, nor  
23 reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to this request  
24 on the ground that the request seeks information protected by the right of privacy. Plaintiff objects  
25 to this request on the ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff  
26 objects to this request in that it serves no purpose other than vex, harass and annoy Plaintiff.  
27 Subject to and without waiving the above objections, Plaintiff hereby responds as follows:  
28 Interrogatory is indecipherable in the context of this case. Not applicable. Discovery is continuing

1 and Plaintiff reserves the right to supplement her response at a later date.

2 **FORM INTERROGATORY NO. 8.5:**

3 State the date you returned to work at each place of employment following the INCIDENT.

4 **RESPONSE TO FORM INTERROGATORY NO. 8.5:**

5 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
6 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
7 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
8 this Interrogatory on the ground that it seeks information not relevant to the instant action, nor  
9 reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to this request  
10 on the ground that the request seeks information protected by the right of privacy. Plaintiff objects  
11 to this request on the ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff  
12 objects to this request in that it serves no purpose other than vex, harass and annoy Plaintiff.  
13 Subject to and without waiving the above objections, Plaintiff hereby responds as follows:  
14 Interrogatory is indecipherable in the context of this case. Not applicable. Discovery is continuing  
15 and Plaintiff reserves the right to supplement her response at a later date.

16 **FORM INTERROGATORY NO. 8.6:**

17 State the dates you did not work and for which you lost income.

18 **RESPONSE TO FORM INTERROGATORY NO. 8.6:**

19 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
20 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
21 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
22 this Interrogatory on the ground that it seeks information not relevant to the instant action, nor  
23 reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to this request  
24 on the ground that the request seeks information protected by the right of privacy. Plaintiff objects  
25 to this request on the ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff  
26 objects to this request in that it serves no purpose other than vex, harass and annoy Plaintiff.  
27 Subject to and without waiving the above objections, Plaintiff hereby responds as follows:  
28 Interrogatory is indecipherable in the context of this case. Not applicable. Discovery is continuing

1 and Plaintiff reserves the right to supplement her response at a later date.

2 **FORM INTERROGATORY NO. 8.7:**

3 State the total income you have lost to date as a result of the INCIDENT and how the  
4 amount was calculated.

5 **RESPONSE TO FORM INTERROGATORY NO. 8.7:**

6 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
7 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
8 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
9 this Interrogatory on the ground that it seeks information not relevant to the instant action, nor  
10 reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to this request  
11 on the ground that the request seeks information protected by the right of privacy. Plaintiff objects  
12 to this request on the ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff  
13 objects to this request in that it serves no purpose other than vex, harass and annoy Plaintiff.  
14 Subject to and without waiving the above objections, Plaintiff hereby responds as follows:  
15 Interrogatory is indecipherable in the context of this case. Not applicable. Discovery is continuing  
16 and Plaintiff reserves the right to supplement her response at a later date.

17 **FORM INTERROGATORY NO. 8.8:**

18 Will you lose income in the future as a result of the INCIDENT? If so, state:

- 19 (a) the facts upon which you base this contention;  
20 (b) an estimate of the amount;  
21 (c) an estimate of how long you will be unable to work;  
22 (d) how the claim for future income is calculated.

23 **RESPONSE TO FORM INTERROGATORY NO. 8.8:**

24 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
25 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
26 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
27 this Interrogatory on the ground that it seeks information not relevant to the instant action, nor  
28 reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to this request

1 on the ground that the request seeks information protected by the right of privacy. Plaintiff objects  
2 to this request on the ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff  
3 objects to this request in that it serves no purpose other than vex, harass and annoy Plaintiff.  
4 Subject to and without waiving the above objections, Plaintiff hereby responds as follows:  
5 Interrogatory is indecipherable in the context of this case. Not applicable. Discovery is continuing  
6 and Plaintiff reserves the right to supplement her response at a later date.

7 **FORM INTERROGATORY NO. 9.1:**

8 Are there any other damages that you attribute to the INCIDENT? If so, for each item of  
9 damage state:

- 10 (a) the nature;
- 11 (b) the date it occurred;
- 12 (c) the amount;
- 13 (d) the name, ADDRESS, and telephone number of each PERSON to whom an  
14 obligation was incurred.

15 **RESPONSE TO FORM INTERROGATORY NO. 9.1:**

16 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
17 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
18 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
19 this Interrogatory on the ground that it seeks information not relevant to the instant action, nor  
20 reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to this request  
21 on the ground that the request seeks information protected by the right of privacy. Plaintiff objects  
22 to this request on the ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff  
23 objects to this request in that it serves no purpose other than vex, harass and annoy Plaintiff.  
24 Subject to and without waiving the above objections, Plaintiff hereby responds as follows:  
25 Interrogatory is indecipherable in the context of this case. The term "INCIDENT" is undefined. In  
26 responding to this interrogatory, Plaintiff understands INCIDENT to mean the violations of law  
27 alleged in the first amended complaint during Plaintiff's employment with AB Trucking. Based on  
28 this understanding and without waiving the above objections, aside from the wage loss listed above

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ROSENFELD  
A Professional Corporation  
11411 Marina Village Parkway  
Suite 200  
Alameda, CA 94501-1091  
510.337.1001

1 and the penalties that may be awarded as a result of violations of the wage and hour laws, Plaintiff  
2 is not asserting a claim for any other damages arising during his employment with A.B. Trucking.  
3 Discovery is continuing and Plaintiff reserves the right to supplement her response at a later date.

4 **FORM INTERROGATORY NO. 9.2:**

5 Do any DOCUMENTS support the existence or amount of any item of damages claimed in  
6 interrogatory 9.1? If so, state the name, ADDRESS, and telephone number of the PERSON who  
7 has each DOCUMENT.

8 **RESPONSE TO FORM INTERROGATORY NO. 9.2:**

9 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
10 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
11 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
12 this Interrogatory on the ground that it seeks information not relevant to the instant action, nor  
13 reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to this request  
14 on the ground that the request seeks information protected by the right of privacy. Plaintiff objects  
15 to this request on the ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff  
16 objects to this request in that it serves no purpose other than vex, harass and annoy Plaintiff.

17 Subject to and without waiving the above objections, Plaintiff hereby responds as follows:

18 Interrogatory is indecipherable in the context of this case. Not applicable. Discovery is continuing  
19 and Plaintiff reserves the right to supplement her response at a later date.

20 **FORM INTERROGATORY NO. 11.1:**

21 Except for this action, in the last ten years have you filed an action or made a written claim  
22 or demand for compensation for your personal injuries? If so, for each action, claim, or demand  
23 state:

24 (a) the date, time, and place and location of the INCIDENT (closest street ADDRESS  
25 or intersection);

26 (b) the name, ADDRESS, and telephone number of each PERSON against whom the  
27 claim was made or action filed;

28 (c) the court, names of the parties, and case number of any action filed;



1 (d) the name, ADDRESS, and telephone number of any attorney representing you;

2 (e) whether the claim or action has been resolved or is pending.

3 **RESPONSE TO FORM INTERROGATORY NO. 11.1:**

4 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
5 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
6 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
7 this request on the ground that the request seeks information protected by the right of privacy.  
8 Plaintiff objects to this request on the ground that it is unduly overbroad, burdensome, and  
9 oppressive. Plaintiff objects to this request in that it serves no purpose other than vex, harass and  
10 annoy Plaintiff. Subject to and without waiving the above objections, Plaintiff hereby responds as  
11 follows: No. Discovery is continuing and Plaintiff reserves the right to supplement her response at  
12 a later date.

13 **FORM INTERROGATORY NO. 11.2:**

14 In the last ten years have you made a written claim or demand for worker's compensation  
15 benefits? If so, for each claim or demand state:

16 (a) the date, time, and place of the INCIDENT giving rise to the claim;

17 (b) the name, ADDRESS, and telephone number of your employer at the time of the  
18 injury;

19 (c) the name, ADDRESS, and telephone number of the worker's compensation insurer  
20 and the claim number;

21 (d) the period of time during which you received worker's compensation benefits;

22 (e) a description of the injury;

23 (f) the name, ADDRESS, and telephone number of any HEALTH CARE PROVIDER  
24 that provided services;

25 (g) the case number at the Worker's Compensation Appeals Board.

26 **RESPONSE TO FORM INTERROGATORY NO. 11.2:**

27 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
28 objects to this Interrogatory on the ground that it seeks information not relevant to the instant

1 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
2 this request on the ground that the request seeks information protected by the right of privacy.  
3 Plaintiff objects to this request on the ground that it is unduly overbroad, burdensome, and  
4 oppressive. Plaintiff objects to this request in that it serves no purpose other than vex, harass and  
5 annoy Plaintiff. Subject to and without waiving the above objections, Plaintiff hereby responds as  
6 follows: No. Discovery is continuing and Plaintiff reserves the right to supplement her response at  
7 a later date.

8 **FORM INTERROGATORY NO. 12.1:**

9 State the name, ADDRESS, and telephone number of each individual:

- 10 (a) who witnessed the INCIDENT or the events occurring immediately before or after  
11 the INCIDENT;  
12 (b) who made any statement at the scene of the INCIDENT;  
13 (c) who heard any statements made about the INCIDENT by any individual at the  
14 scene.

15 **RESPONSE TO FORM INTERROGATORY NO. 12.1:**

16 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
17 objects to this request on the ground that it is unduly overbroad, burdensome, and oppressive.  
18 Plaintiff objects to this request in that it serves no purpose other than vex, harass and annoy  
19 Plaintiff. Subject to and without waiving the above objections, Plaintiff hereby responds as  
20 follows: Interrogatory is indecipherable in the context of this case. Plaintiff objects to this  
21 interrogatory on the grounds it is vague and ambiguous in its reference to "the INCIDENT." In  
22 responding to this interrogatory, Plaintiff understands INCIDENT to mean the violations of law  
23 alleged in the first amended complaint during Plaintiff's employment with A.B. Trucking. Based  
24 on this understanding, the individuals with whom Plaintiff worked and supervisory personnel were  
25 aware of the violations. Plaintiff believes all AB Trucking management may have information  
26 regarding the violations alleged in the complaint. Discovery is continuing and Plaintiff reserves  
27 the right to supplement her response at a later date.

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1 **FORM INTERROGATORY NO. 12.2:**

2 Have YOU OR ANYONE ACTING ON YOUR BEHALF interviewed any individual  
3 concerning the INCIDENT? If so, for each individual state:

- 4 (a) the name, ADDRESS, and telephone number of the individual interviewed;  
5 (b) the date of the interview;  
6 (c) the name, ADDRESS, and telephone number of the PERSON who conducted the  
7 interview.

8 **RESPONSE TO FORM INTERROGATORY NO. 12.2:**

9 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
10 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
11 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
12 this request on the ground that the request seeks information protected by the right of privacy.  
13 Plaintiff objects to this request on the ground that it is unduly overbroad, burdensome, and  
14 oppressive. Plaintiff objects to this request in that it serves no purpose other than vex, harass and  
15 annoy Plaintiff. Plaintiff objects to this interrogatory on the grounds it is vague and ambiguous in  
16 its reference to "the INCIDENT." Without waiving the above objections, Plaintiff has not  
17 interviewed any individual nor is he aware of any interviews conducted on his behalf. Discovery is  
18 continuing and Plaintiff reserves the right to supplement her response at a later date.

19 **FORM INTERROGATORY NO. 12.3:**

20 Have you or ANYONE ACTING ON YOUR BEHALF obtained a written or recorded  
21 statement from any individual concerning the INCIDENT? If so, for each statement state:

- 22 (a) the name, ADDRESS, and telephone number of the individual from whom the  
23 statement was obtained;  
24 (b) the name, ADDRESS, and telephone number of the individual who obtained the  
25 statement;  
26 (c) the date the statement was obtained;  
27 (d) the name, ADDRESS, and telephone number of each PERSON who has the original  
28 statement or a copy.

1 **RESPONSE TO FORM INTERROGATORY NO. 12.3:**

2 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
3 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
4 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
5 this request on the ground that the request seeks information protected by the right of privacy.  
6 Plaintiff objects to this request on the ground that it is unduly overbroad, burdensome, and  
7 oppressive. Plaintiff objects to this request in that it serves no purpose other than vex, harass and  
8 annoy Plaintiff. Plaintiff objects to this interrogatory on the grounds it is vague and ambiguous in  
9 its reference to "the INCIDENT." Without waiving the above objections, Plaintiff has not obtained  
10 a written or recorded statement from any individual nor is he aware of any statements obtained on  
11 his behalf. Discovery is continuing and Plaintiff reserves the right to supplement her response at a  
12 later date.

13 **FORM INTERROGATORY NO. 12.4:**

14 Do YOU OR ANYONE ACTING ON YOUR BEHALF know of any photographs, films,  
15 or videotapes depicting any place, object, or individual concerning the INCIDENT or Plaintiff's  
16 injuries? Of so, state:

- 17 (a) the number of photographs or feet of film or videotape;  
18 (b) the places, objects, or persons photographed, filmed, or videotaped;  
19 (c) the date the photographs, films, or videotapes were taken;  
20 (d) the name, ADDRESS, and telephone number of the individual taking the  
21 photographs, films, or videotapes;  
22 (e) the name, ADDRESS, and telephone number of each PERSON who has the original  
23 or a copy.

24 **RESPONSE TO FORM INTERROGATORY NO. 12.4:**

25 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
26 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
27 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
28 this request on the ground that the request seeks information protected by the right of privacy.

1 Plaintiff objects to this request on the ground that it is unduly overbroad, burdensome, and  
2 oppressive. Plaintiff objects to this request in that it serves no purpose other than vex, harass and  
3 annoy Plaintiff. Plaintiff objects to this interrogatory on the grounds it is vague and ambiguous in  
4 its reference to "the INCIDENT." This request is vague and ambiguous given the nature of the  
5 complaint and not applicable. Discovery is continuing and Plaintiff reserves the right to  
6 supplement her response at a later date.

7 **FORM INTERROGATORY NO. 12.5:**

8 Do YOU OR ANYONE ACTING ON YOUR BEHALF know of any diagram,  
9 reproduction, or model of any place or thing (except for items developed by expert witnesses  
10 covered by Code of Civil Procedure section 2034) concerning the INCIDENT? If so, for each item  
11 state:

- 12 (a) the type (i.e., diagram, reproduction, or model);  
13 (b) the subject matter;  
14 (c) the name, ADDRESS, and telephone number of each PERSON who has it.

15 **RESPONSE TO FORM INTERROGATORY NO. 12.5:**

16 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
17 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
18 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
19 this request on the ground that the request seeks information protected by the doctrine of work  
20 product, attorney/client privilege and/or the right of privacy. Plaintiff objects to this request on the  
21 ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff objects to this request in  
22 that it serves no purpose other than vex, harass and annoy Plaintiff. Plaintiff objects on the  
23 grounds that this Interrogatory seeks information protected by the doctrine of work-product and  
24 attorney-client privilege; and also objects to this Interrogatory it is vague and ambiguous in its  
25 reference to "the INCIDENT." This request is vague and ambiguous in its reference to diagram  
26 reproduction or model. Without waiving the above objections, Plaintiff is not aware of any  
27 responsive item. Discovery is continuing and Plaintiff reserves the right to supplement her  
28 response at a later date.

1 **FORM INTERROGATORY NO. 12.6:**

2 Was a report made by any PERSON concerning the INCIDENT? If so, state:

- 3 (a) the name, title, identification number, and employer of the PERSON who made the  
4 report;
- 5 (b) the date and type of report made;
- 6 (c) the name, ADDRESS, and telephone number of the PERSON for whom the report  
7 was made.

8 **RESPONSE TO FORM INTERROGATORY NO. 12.6:**

9 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
10 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
11 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
12 this request on the ground that the request seeks information protected by the right of privacy.  
13 Plaintiff objects to this request on the ground that it is unduly overbroad, burdensome, and  
14 oppressive. Plaintiff objects to this request in that it serves no purpose other than vex, harass and  
15 annoy Plaintiff. Plaintiff objects to this interrogatory on the grounds it is vague and ambiguous in  
16 its reference to "the INCIDENT." This request is vague and ambiguous in its reference to report.  
17 Without waiving the above objections, Plaintiff is not aware of any OSHA, DIR, or other agency  
18 complaint on this matter. Discovery is continuing and Plaintiff reserves the right to supplement her  
19 response at a later date.

20 **FORM INTERROGATORY NO. 13.1:**

21 Have YOU OR ANYONE ACTING ON YOUR BEHALF conducted surveillance of any  
22 individual involved in the INCIDENT or any party to this action? If so, for each surveillance state:

- 23 (a) the name, ADDRESS, and telephone number of the individual or party;
- 24 (b) the time, date, and place of the surveillance;
- 25 (c) the name, ADDRESS, and telephone number of the individual who conducted the  
26 surveillance.

27 **RESPONSE TO FORM INTERROGATORY NO. 13.1:**

28 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff

1 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
2 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
3 this request on the ground that the request seeks information protected by the right of privacy.  
4 Plaintiff objects to this request on the ground that it is unduly overbroad, burdensome, and  
5 oppressive. Plaintiff objects to this request in that it serves no purpose other than vex, harass and  
6 annoy Plaintiff. Plaintiff objects to this interrogatory on the grounds it is vague and ambiguous in  
7 its reference to "the INCIDENT." Without waiving the above objections, neither Plaintiff nor  
8 anyone acting on his behalf has conducted "surveillance." Discovery is continuing and Plaintiff  
9 reserves the right to supplement her response at a later date. Discovery is continuing and Plaintiff  
10 reserves the right to supplement her response at a later date.

11 **FORM INTERROGATORY NO. 13.2:**

12 Has a written report been prepared on the surveillance? If so, for each written report state:

13 (a) the title;

14 (b) the date;

15 (c) the name, ADDRESS, and telephone number of the individual who prepared the  
16 report;

17 (a) the name, ADDRESS, and telephone number of each PERSON who has the original  
18 or a copy.

19 **RESPONSE TO FORM INTERROGATORY NO. 13.2:**

20 Not applicable.

21 **FORM INTERROGATORY NO. 14.1:**

22 Do YOU OR ANYONE ACTING ON YOUR BEHALF contend that any PERSON  
23 involved in the INCIDENT violated any statute, ordinance, or regulation and that the violation was  
24 a legal (proximate) cause of the INCIDENT? If so, identify each PERSON and the statute,  
25 ordinance, or regulation.

26 **RESPONSE TO FORM INTERROGATORY NO. 14.1:**

27 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
28 objects to this request on the ground that it is unduly overbroad, burdensome, and oppressive.

1 Plaintiff objects to this request in that it serves no purpose other than vex, harass and annoy  
2 Plaintiff. The term "INCIDENT" is undefined. In responding to this interrogatory, Plaintiff  
3 understands INCIDENT to mean the violations of law alleged in the first amended complaint  
4 during Plaintiff's employment with AB Trucking. Based on this understanding, Yes. On  
5 information and belief, Plaintiff believes Bill Aboudi established the company's policies and  
6 practices with respect to wages, rates of pay, payment of overtime, and meal and rest periods.  
7 Plaintiff contends that AB Trucking, as a corporate entity established a policy that violated the  
8 following statutes and regulations:

- 9 • Business & Professions Code § 17200 (by engaging in unlawful, unfair and  
10 deceptive business practices);
- 11 • California Industrial Welfare Commission Order No. 9-2001, section 4 (payment for  
12 all hours worked);
- 13 • Labor Code § 226.7 (failure to provide meal and rest periods);
- 14 • Labor Code § 512 (failure to provide meal periods);
- 15 • California Industrial Welfare Commission Order 9-2001, sections 11 and 12 (failure  
16 to provide meal and rest periods);
- 17 • Labor Code § 223 (secret payment of wages less than those designated by statute);
- 18 • Oakland City Charter § 728 (living wage);
- 19 • Labor Code § 201 (requirement to pay all wages upon discharge);
- 20 • Labor Code § 202 (requirement to pay all wages to quitting employees);
- 21 • Labor Code § 204 (requirement of payment of wages on a bimonthly basis);
- 22 • Labor Code § 226 (accurate itemized wage statement); and
- 23 • Labor Code § 1194 and California Industrial Welfare Commission Order 9-2001,  
24 failure to pay minimum wages.

25 **FORM INTERROGATORY NO. 14.2:**

26 Was any PERSON cited or charged with a violation of any statute, ordinance, or regulation  
27 as a result of this INCIDENT? If so for each PERSON state:

- 28 (a) the name, ADDRESS, and telephone number of the PERSON;



- 1 (b) the statute, ordinance, or regulation allegedly violated;
- 2 (c) whether the PERSON entered a plea in response to the citation or charge and, if so,
- 3 the plea entered;
- 4 (d) the name and ADDRESS of the court or administrative agency, names of the
- 5 parties, and case number.

6 **RESPONSE TO FORM INTERROGATORY NO. 14.2:**

7 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff

8 objects to this Interrogatory on the ground that it seeks information not relevant to the instant

9 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to

10 this request on the ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff

11 objects to this request in that it serves no purpose other than vex, harass and annoy Plaintiff.

12 Subject to and without waiving the above objections, Plaintiff hereby responds as follows: To the

13 best of Plaintiff's knowledge, Yes, AB Trucking was charged resulting in the instant litigation.

14 Plaintiff does not have any other information responsive to this request. Discovery is continuing

15 and Plaintiff reserves the right to supplement her response at a later date.

16 **FORM INTERROGATORY NO. 17.1:**

17 Is your response to each request for admission served with these interrogatories an

18 unqualified admission? If not, for each response that is not an unqualified admission:

- 19 (a) state the number of the request;
- 20 (b) state all facts upon which you base your response;
- 21 (c) state the names, ADDRESSES, and telephone numbers of all PERSONS who have
- 22 knowledge of those facts;
- 23 (d) identify all DOCUMENTS and other tangible things that support your response and
- 24 state the name, ADDRESS, and telephone number of the PERSON who has each DOCUMENT or
- 25 thing.

26 **RESPONSE TO FORM INTERROGATORY NO. 17.1:**

27 RFA 1: Based on Plaintiff's understanding of the phrases used in the request, Plaintiff's denial is

28

1 based on the fact that her claims are typical of the members of the proposed class as all drivers  
2 were subject to the same practices.

3 RFA 2: Based on Plaintiff's understanding of the phrases used in the request, Plaintiff's partial  
4 admittance is based on the fact that she was convicted of a felony which has been removed from  
5 her record.

6 RFA 3: Based on Plaintiff's understanding of the phrases used in the request, Plaintiff's denial is  
7 based on the fact that she was not provided rest periods in compliance with applicable law.

8 RFA 4: Based on Plaintiff's understanding of the phrases used in the request, Plaintiff's denial is  
9 based on the fact that she was not provided meal periods in compliance with applicable law.

10 RFA 5: Based on Plaintiff's understanding of the phrases used in the request, Plaintiff's denial is  
11 based on the fact that she did not receive payment in full for amounts due for all hours worked.

12 RFA 6: Based on Plaintiff's understanding of the phrases used in the request, Plaintiff's denial is  
13 based on the fact that she was not paid all wages on her last day of work.

14 RFA 7: Based on Plaintiff's understanding of the phrases used in the request, Plaintiff's denial is  
15 based on the fact that she was not provided accurate itemized wage statements.

16 RFA 8: Based on Plaintiff's understanding of the phrases used in the request, Plaintiff's denial is  
17 based on the fact that she is not participating in this lawsuit in exchange for a job, money, or other  
18 form of compensation.

19 RFA 9: Based on Plaintiff's understanding of the phrases used in the request, Plaintiff's denial is  
20 based on the fact that she was not solicited by members or representatives of the Teamsters Union  
21 to serve as a representative.

22 RFA 10: Based on Plaintiff's understanding of the phrases used in the request, Plaintiff's denial is  
23 based on the fact that there are facts and bases substantiating the allegations set forth in the  
24 complaint.

25 RFA 11: Based on Plaintiff's understanding of the phrases used in the request, Plaintiff's denial is  
26 based on the fact that she was not given "special accommodations" or "unique assignments".

27 RFA 12: Based on Plaintiff's understanding of the phrases used in the request, Plaintiff's denial is  
28 based on the fact that she did not inaccurately report to AB Trucking the hours for which she

1 worked or seeks unpaid wages.  
2 RFA 13: Based on Plaintiff's understanding of the phrases used in the request, Plaintiff's denial is  
3 based on the fact that she did not falsify time records.  
4 RFA 14: Based on Plaintiff's understanding of the phrases used in the request, Plaintiff's denial is  
5 based on the fact that she has no personal knowledge with which to address this request as it calls  
6 for a legal conclusion.  
7 RFA 15: Based on Plaintiff's understanding of the phrases used in the request, Plaintiff's denial is  
8 based on the fact that she has no personal knowledge with which to address this request as it calls  
9 for a legal conclusion.  
10 RFA 16: Based on Plaintiff's understanding of the phrases used in the request, Plaintiff's denial is  
11 based on the fact that she has no personal knowledge as to whether destinations were  
12 "unauthorized." To the best of her knowledge, Plaintiff did not drive an AB truck to an  
13 unauthorized destination.  
14 RFA 18: Based on Plaintiff's understanding of the phrases used in the request, Plaintiff's denial is  
15 based on the fact that the allegations are not fraudulent.

16 **FORM INTERROGATORY 50.1:**

17 For each agreement alleged in the pleadings:

18 (a) identify each DOCUMENT that is part of the agreement and for each state the  
19 name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT;

20 (b) state each part of the agreement not in writing, the name, ADDRESS, and telephone  
21 number of each PERSON agreeing to that provision, and the date that part of the agreement was  
22 made;

23 (c) identify all DOCUMENTS that evidence any part of the agreement not in writing  
24 and for each state the name, ADDRESS, and telephone number of each PERSON who has the  
25 DOCUMENTS;

26 (d) identify all DOCUMENTS that are part of any modification to the agreement, and  
27 for each state the name, ADDRESS, and telephone number of each PERSON who has the  
28 DOCUMENT;

1 (e) state each modification not in writing, the date, and the name, ADDRESS, and  
2 telephone number of each PERSON agreeing to the modification, and the date the modification  
3 was made;

4 (f) identify all DOCUMENTS that evidence any modification of the agreement not in  
5 writing and for each state the name, ADDRESS, and telephone number of each PERSON who has  
6 the DOCUMENT.

7 **RESPONSE TO FORM INTERROGATORY NO. 50.1:**

8 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
9 objects to this Interrogatory on the ground that it seeks information not relevant to the instant  
10 action, nor reasonably likely to lead to the discovery of admissible evidence. Plaintiff objects to  
11 this request on the ground that it is unduly overbroad, burdensome, and oppressive. Plaintiff  
12 objects to this request in that it serves no purpose other than vex, harass and annoy Plaintiff.

13 Subject to and without waiving the above objections, Plaintiff hereby responds as follows:

14 Discovery is ongoing, however, Plaintiffs have alleged in their complaint that Defendant has a  
15 contract with the Port of Oakland and/or City of Oakland and that this contract sets forth wage  
16 obligations they are required to follow in compensating Plaintiffs and all other drivers.

17 **FORM INTERROGATORY NO. 50.2:**

18 Was there a breach of any agreement alleged in the pleadings? If so, for each breach  
19 describe and give the date of every act or omission that you claim is the breach of the agreement.

20 **RESPONSE TO FORM INTERROGATORY NO. 50.2:**

21 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
22 objects to this interrogatory on the grounds it calls for a legal opinion from a lay witness and  
23 requires the disclosure of information that is protected under the attorney work product doctrine.  
24 Without waiving these objections, yes. A.B. Trucking breached its obligation to assure that all  
25 workers were paid at the living wage rate set forth by the Oakland City Charter. This occurred  
26 during the time Plaintiff was employed by A.B. Trucking.

27 **FORM INTERROGATORY NO. 50.3:**

28 Was performance of any agreement alleged in the pleadings excused? If so, identify each

1 agreement excused and state why performance was excused.

2 **RESPONSE TO FORM INTERROGATORY NO. 50.3:**

3 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
4 objects to this interrogatory on the grounds it calls for a legal opinion from a lay witness and  
5 requires the disclosure of information that is protected under the attorney work product doctrine.  
6 Without waiving the above, Plaintiff has no information to suggest performance was excused.

7 **FORM INTERROGATORY NO. 50.4:**

8 Was any agreement alleged in the pleadings terminated by mutual agreement, release,  
9 accord and satisfaction, or novation? If so, identify each agreement terminated and state why it  
10 was terminated including dates.

11 **RESPONSE TO FORM INTERROGATORY NO. 50.4:**

12 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
13 objects to this interrogatory on the grounds it calls for a legal opinion from a lay witness and  
14 requires the disclosure of information that is protected under the attorney work product doctrine.  
15 Without waiving the above, Plaintiff has no information to suggest any agreement was terminated.

16 **FORM INTERROGATORY NO. 50.5:**

17 Is any agreement alleged in the pleadings unenforceable? If so, identify each unenforceable  
18 agreement and state why it is unenforceable.

19 **RESPONSE TO FORM INTERROGATORY NO. 50.5:**

20 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
21 objects to this interrogatory on the grounds it calls for a legal opinion from a lay witness and  
22 requires the disclosure of information that is protected under the attorney work product doctrine.  
23 Without waiving the above, Plaintiff has no information to suggest any agreement was  
24 unenforceable.

25 **FORM INTERROGATORY NO. 50.6:**

26 Is any agreement alleged in the pleadings ambiguous? If so, identify each ambiguous  
27 agreement and state why it is ambiguous.

28 ///

1 **RESPONSE TO FORM INTERROGATORY NO. 50.6:**

2 Plaintiff incorporates his General Objections as though set forth fully herein. Plaintiff  
3 objects to this interrogatory on the grounds it calls for a legal opinion from a lay witness and  
4 requires the disclosure of information that is protected under the attorney work product doctrine.  
5 Without waiving the above, Plaintiff has no information to suggest any agreement was ambiguous.

6 Dated: October 22, 2009

7 WEINBERG, ROGER & ROSENFELD  
8 A Professional Corporation

9 By: 

10 DAVID A. ROSENFELD  
11 CAREN P. SENCER  
12 LISL R. DUNCAN  
13 Attorneys for Plaintiffs  
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# VERIFICATION TO FOLLOW

**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 October 22, 2009, I served upon the following parties in this action:

Michael A. Broad  
166 Santa Clara Ave  
Oakland, CA 94610

copies of the document(s) described as:

**PLAINTIFF LAVON GODFREY'S RESPONSES TO DEFENDANTS' FORM INTERROGATORIES - GENERAL, SET ONE**

**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 PERSONAL SERVICE** I placed a true copy of each document listed herein in a sealed envelope, addressed as indicated herein, and caused the same to be delivered by hand to the offices of each addressee.

**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.

I certify under penalty of perjury that the above is true and correct. Executed at Alameda, California, on October 22, 2009.



\_\_\_\_\_  
Joanna Son