



\*10201643\*

**FILED**  
**ALAMEDA COUNTY**

JAN 7 2012

CLERK OF THE SUPERIOR COURT

3y *[Signature]*

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  
8 Telephone (510) 337-1001  
9 Fax (510) 337-1023

6 Attorneys for Plaintiffs  
7 LAVON GODFREY and GARY GILBERT

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 IN AND FOR THE COUNTY OF ALAMEDA

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

12 Plaintiffs,

13 v.

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

16 Defendants.

Case No. RG08379099

**DECLARATION OF LISL R. DUNCAN  
IN SUPPORT OF PLAINTIFFS'  
OPPOSITION TO DEFENDANT'S  
MOTION TO RECONSIDER CLASS  
CERTIFICATION ORDER, AMEND,  
MODIFY OR DECERTIFY A CLASS  
ACTION; CCP § 1008 AND CAL.  
RULES OF COURT, RULE 3.764**

Date: February 9, 2012  
Time: 2:00 p.m.  
Dept.: 20  
Judge: Hon. Robert B. Freedman  
Reservation Number: R-1249926

**Trial Date: February 14, 2012**

20 I, Lisl R. Duncan, hereby declare and state as follows:

21 1. I am an attorney duly licensed to practice law before all the courts in the State of  
22 California, and I am an associate with Weinberg, Roger & Rosenfeld, class counsel of record in  
23 this matter. I have personal knowledge of the following facts, and if called to testify, I could and  
24 would competently testify to each fact contained in this declaration.

25 2. Many of the specific factual allegations made by Defendant's motion and  
26 supporting documents have not been raised before, despite several declarations of William  
27 ("Bill") Aboudi filed on previous occasions. True and correct copies of three declarations of  
28 William Aboudi filed previously in this matter are attached herewith as Exhibits A1-3.

**ORIGINAL**

**FAXED**

1           3.       For example, the “Declaration of William Aboudi in support of Defendant’s  
2 opposition to Plaintiffs’ motion for summary adjudication,” (Exh. A3), ¶ 13 states: “Beginning on  
3 April 21, 2009, AB started providing a place for employee drivers to record their meal periods  
4 each shift.” Yet, Plaintiffs have never seen any of these records, despite Plaintiffs’ supplemental  
5 request for production of documents under CCP section 2031.050(a) and (b) sent to Defendant on  
6 September 16, 2011. Logs or other records of meal periods have not been produced. A true and  
7 correct copy of Plaintiffs’ supplemental requests for production of documents and supplemental  
8 special interrogatories are attached herewith as **Exhibit B1** and **B2**. A true and correct copy of  
9 Plaintiffs’ requests for production of documents (set one) and Defendant’s supplemental  
10 responses to those requests are attached herewith as **Exhibit B3** and **B4**.

11           4.       A true and correct copy of the declaration of Steven Wellemeyer, a class member,  
12 is attached herewith as **Exhibit C**.

13           5.       A true and correct copy of a “Standard Tariff Assignment” signed by the Port of  
14 Oakland and Oakland Maritime Support Services (“OMSS”), which was produced in response to  
15 Plaintiffs’ subpoena for business records from the Port of Oakland, is attached herewith as  
16 **Exhibit D**.

17           6.       On information and belief Plaintiffs allege Mr. Bill Aboudi is the president and an  
18 owner of OMSS. A true and correct copy of the Business Entity Detail from the California  
19 Secretary of State’s website, results from a search on Lexis for OMSS, and a printout from the  
20 OMSS website are attached herewith as **Exhibit E**. Additionally, a true and correct copy of  
21 excerpts from the deposition of William Aboudi are attached herewith as **Exhibit F**.

22           7.       Based on Plaintiffs’ review of the documents produced by Defendant in discovery,  
23 payroll and time records, Plaintiffs count 10 drivers employed by AB in 2004, 18 drivers  
24 employed in 2005, 29 drivers employed in 2006, and 36 drivers employed in 2007. There are  
25 also “office” employees who appear on the payroll records produced by AB for these years. Most  
26 of the information for the office employees is redacted, however, it is possible by dividing the  
27 total number of hours worked by drivers *and* office employees to estimate that there were at times  
28 approximately 5.6 individuals working full-time (40 hours per week) as AB “office” employees.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

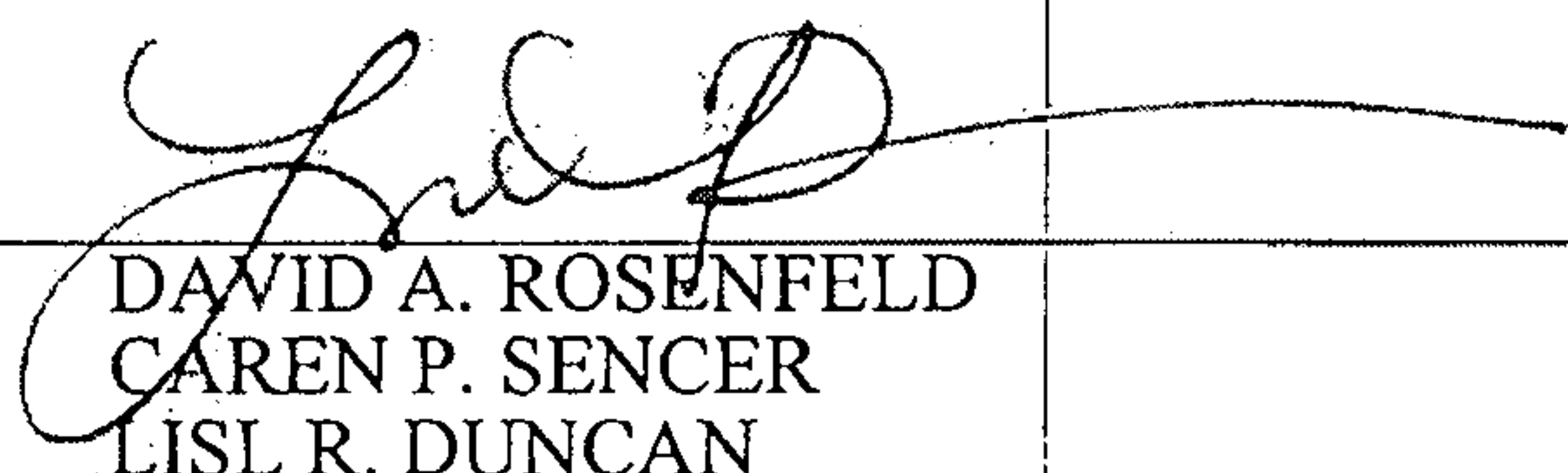
8. A true and correct copy of excerpts from the deposition of David Blyth are attached herewith as **Exhibit G**.

9. A true and correct copy of excerpts from the deposition of Jose Luis Navarro are attached herewith as **Exhibit H**.

10. A true and correct copy of the declaration of Ike Cooper, a class member, is attached herewith as **Exhibit I**. Mr. Cooper inadvertently failed to date his declaration, which was signed on approximately June 16, 2011 in Alameda, CA.

Dated: January 24, 2012

WEINBERG, ROGER & ROSENFELD  
A Professional Corporation



By: DAVID A. ROSENFELD  
CAREN P. SENCER  
LISL R. DUNCAN

Attorneys for Plaintiffs  
LAVON GODFREY and GARY GILBERT

118212/653175

Exhibit A - 1

Exhibit A - 1

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  
5 Telephone: (925) 465-5155  
6 Facsimile: (925) 465-5169

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

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF ALAMEDA

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

16 Plaintiffs,

17 v.

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

21 Defendants.

CASE NO. RG 08-379099

22 **DECLARATION OF WILLIAM I.  
23 ("BILL") ABOUDI IN OPPOSITION TO  
24 MOTION TO CERTIFY CLASS**

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

29 I, WILLIAM I. ("BILL") ABOUDI, declare:

30 1. I am the president of Oakland Port Services Corporation dba AB Trucking ("AB  
31 Trucking"), erroneously sued herein as "Oakland Port Services Corp. dba AB Trucking." I am  
32 the person most knowledgeable about the following facts and have personal knowledge thereof.  
33 If called as a witness I could and would testify as set forth below.

34 2. AB Trucking currently employs no employee driver who is "not paid for any hours  
35 worked in any work week."

36 3. AB Trucking currently employs no employee driver who is "not paid for hours  
37 worked over eight in a day or over forty in a week at time and a half pay."

38 4. AB Trucking currently employs no employee driver who is "not provided rest breaks

DECLARATION OF WILLIAM I. ("BILL") ABOUDI IN  
OPPOSITION TO MOTION TO CERTIFY CLASS

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

or meal periods.”

5. AB Trucking presently employs six (6) employee truck drivers

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

Dated: May 6, 2010

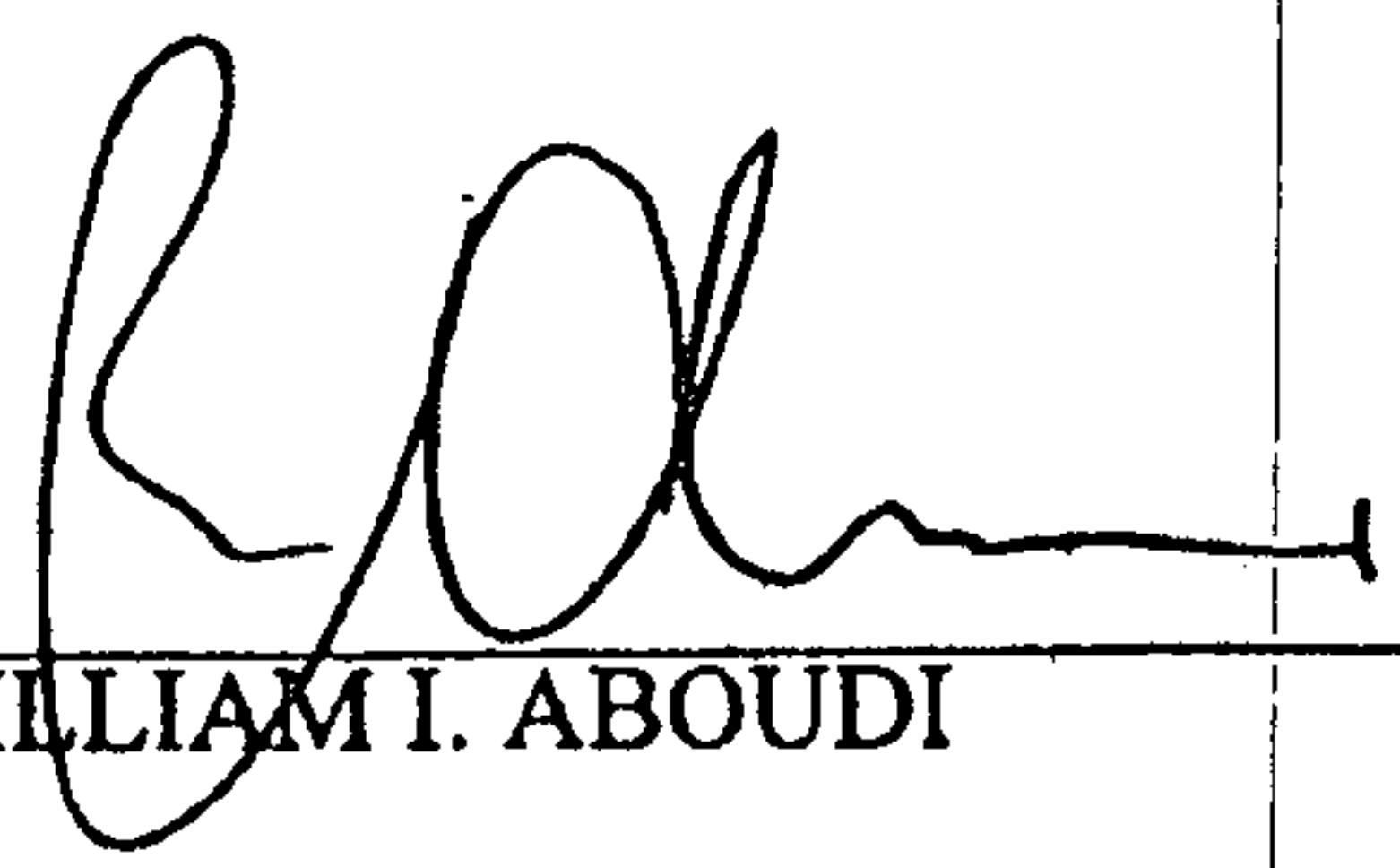
  
\_\_\_\_\_  
WILLIAM I. ABOUDI

Exhibit A -2

Exhibit A - 2



RECEIVED

AUG 11 2010

WR & R

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

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

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF ALAMEDA

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

12 Plaintiffs, )

13 v. )

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

16 Defendants. )

Case No. RG 08-379099

DECLARATION OF WILLIAM I.  
("BILL") ABOUDI IN OPPOSITION TO  
MOTION TO CERTIFY CLASS

Date: August 20, 2010  
Time: 10:00 a.m.  
Place: Department 20  
Judge: Hon. Robert B. Freedman

17  
18 I, WILLIAM I. ("BILL") ABOUDI, declare:

19 1. I am the president of Oakland Port Services Corporation dba AB Trucking ("AB  
20 Trucking"), erroneously sued herein as "AB Trucking, Inc." I am the person most knowledgeable  
21 about the following facts and have personal knowledge thereof. If called as a witness I could and  
22 would testify as set forth below.

23 2. AB Trucking currently employs no employee driver who is "not paid for any hours  
24 worked in any work week."

25 3. AB Trucking currently employs no employee driver who is "not paid for hours  
26 worked over eight in a day or over forty in a week at time-and-a-half pay."

27 4. AB Trucking currently employs no employee driver who is "not provided rest breaks  
28 or meal periods."

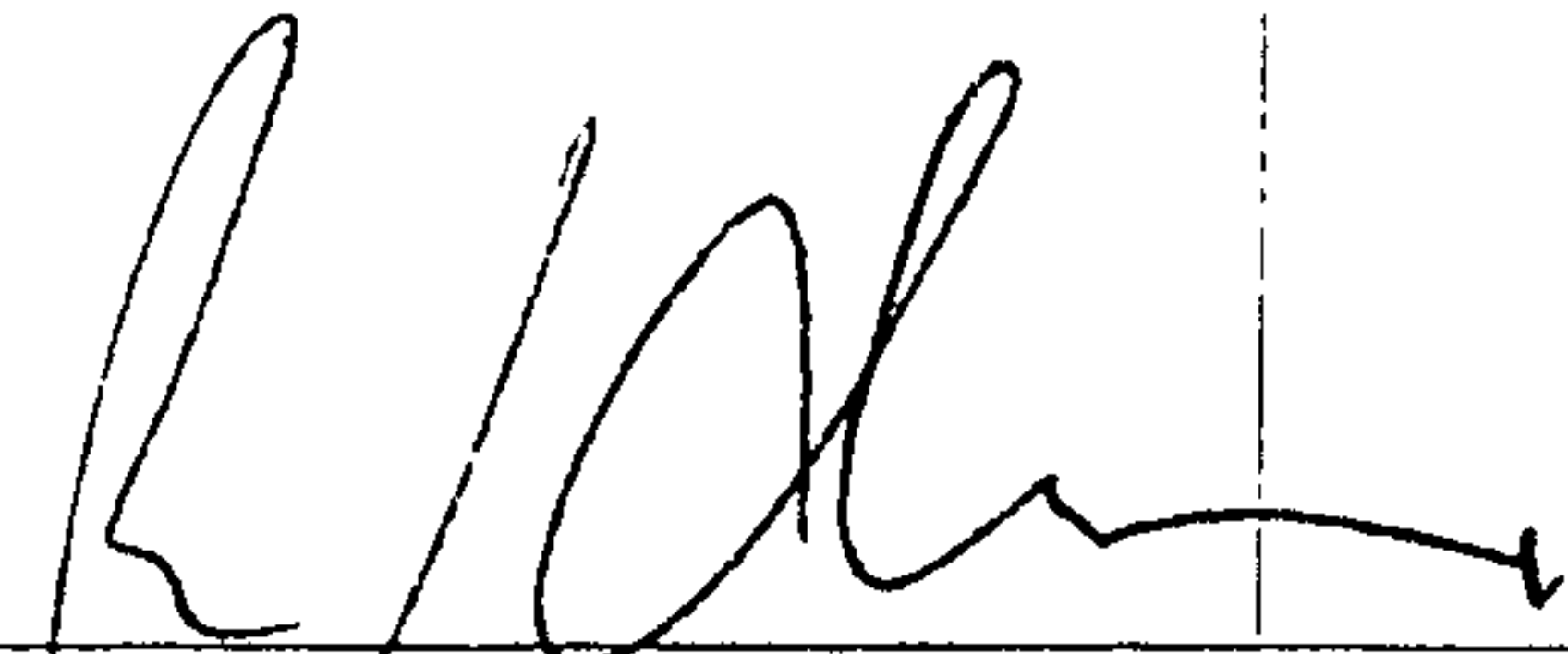


1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

5. AB Trucking presently employs six (6) employee truck drivers

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

Dated: August 11<sup>th</sup>, 2010

  
\_\_\_\_\_  
WILLIAM I. ABOUDI

● ●

Exhibit A -3

Exhibit A - 3

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

RECEIVED

OCT 17 2011

WR & R

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

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF ALAMEDA

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

12 Plaintiffs,

13 v.

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

16 Defendants.  
17  
18

CASE NO. RG 08-379099

**DEFENDANT OAKLAND PORT  
SERVICES CORPORATION'S  
EVIDENCE IN OPPOSITION TO  
PLAINTIFFS' MOTION FOR  
SUMMARY ADJUDICATION—  
DECLARATION OF WILLIAM  
ABOUDI**

Date: October 28, 2011  
Time: 2:00 p.m.  
Place: Department 20  
Judge: Hon. Robert Freedman  
Action Filed: March 28, 2008  
Trial Date: November 29, 2011  
Reservation No.: R-1204995

19 I, WILLIAM ABOUDI, hereby declare:

20 1. I am president of OAKLAND PORT SERVICES CORPORATION dba AB  
21 TRUCKING. I have personal knowledge of the facts set forth in this declaration. If called as a  
22 witness I could and would testify as set forth herein. I submit this declaration as evidence in  
23 opposition to plaintiff's motion for summary adjudication.

24 2. AB hired employee drivers. However, when work volume was high, AB also obtained  
25 the services of independent contractors. Drivers generally but not always worked eight-hour  
26 shifts. Occasionally, depending on work volume, drivers' shifts were either shorter or longer than  
27 eight hours.  
28

Exhibit A-3



1 3. Employee drivers for AB did not always report to the same small group of supervisors.  
2 Depending on work load, drivers were contracted to other companies or to customers directly for  
3 special projects. Until 2007, Oakland Port Services had two dispatchers, one in Vallejo and one  
4 in Oakland. The Vallejo dispatcher, Bill Snyder, supervised 2 dedicated Baymodal drivers. On  
5 occasion, Bill Snyder supervised up to 4 employee drivers (2 Baymodal employee drivers plus 2  
6 AB Trucking employee drivers). When Bill Snyder resigned, Oakland Port Services reverted to  
7 having one dispatcher, located in Oakland.

8 4. I made all hiring and firing decisions. Dispatchers were authorized to fire drivers who  
9 came to work obviously intoxicated. Control and direction was delegated to the dispatchers in  
10 the sense that the dispatchers were required to know when a driver was taking breaks and would  
11 dispatch drivers accordingly.

12 5. Employee drivers used time sheets that changed in format over time. AB started  
13 keeping track of unpaid trainees' time on time sheets both in order to satisfy DOT regulations  
14 and to satisfy specific requests from parole and probation officers regarding certain individuals.  
15 The time sheets were used for no other purpose with respect to unpaid trainees. The time sheets  
16 also were adapted to other operational needs as the needs arose; for example: (1) a space for the  
17 truck number was added; (2) office staff and drivers were separated from one another on the  
18 sheets; (3) a space to tally hours worked was added; and (4) "employee drivers and paid hired  
19 trainees" were distinguished from "unpaid trainees."

20 6. The payroll processing system changed approximately four times between 2004 and  
21 2011. Early on the payroll was called in or faxed to the payroll company. After that, it was done  
22 online through a web interface. Each payroll service provider used varying web interface systems  
23 over the time.

24 7. Although it is true it could take as many as 8 hours to get through the terminal at the  
25 Port of Oakland, this is in fact an extremely rare occurrence. I witnessed it only during the 2002  
26 lockout of the longshoremen.  
27  
28

1  
2 8. No one gate per se provides access to the Port of Oakland. The Port is accessed via a  
3 number of public streets from which numerous entrances to the port's many terminals are  
4 provided and lines of varying lengths exists at these entrances to the different terminals. Some  
5 such lines are long, some such lines are short. The length of a wait depends on whether the  
6 terminal has a long or a short line. Any drivers who work for AB Trucking who leave the line  
7 and thus lose their place in the line are situated similarly to those of all other companies whose  
8 drivers leave the line and thus lose their place in the line.

9 9. "The Port of Oakland" covers miles of space from the Bay Bridge to the San Leandro  
10 border, the Maritime Facilities cover 1,210 acres of Marine Terminals, Intermodal Rail Facility  
11 and Maritime Support Area, all designed to make sure trucks exit the freeway system onto streets  
12 serving the Port.

13 10. Employee drivers were verbally informed about meal breaks, and depending on the  
14 driver's dispatch and type of load, drivers were instructed to stop every two hours to check on  
15 the load and take a break.

16 11. Meal period policy was given to the employee drivers verbally at the time of hire and  
17 on an ongoing basis thereafter, based on the driver's work experience. A Department of  
18 Transportation book was issued to each employee driver and that book defines the meal break.

19 12. Employee drivers were provided with one hour lunch breaks.

20 13. Beginning on April 21, 2009, AB started providing a place for employee drivers to  
21 record their meal periods each shift.

22 14. AB does have a record of meal periods taken by employee drivers beginning on April  
23 21, 2009.

24 15. Employees who did not report they had not taken a lunch break were presumed to  
25 have taken their lunch break. No deduction was made for any shift shorter than 5 hours. A  
26 deduction simply means that a lunch was taken. AB had a policy regarding how to treat lunch  
27 breaks, whether reported or not reported, and that was to always take lunch breaks when  
28 possible. AB treated all employee drivers in the same manner under that policy.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

16. Lavon Godfrey is the only person who has said that she did not receive a 10-minute, off-duty paid rest period for every four hours worked, but she said that at the same time she also claimed she never took more than a one-minute bathroom break, if any.

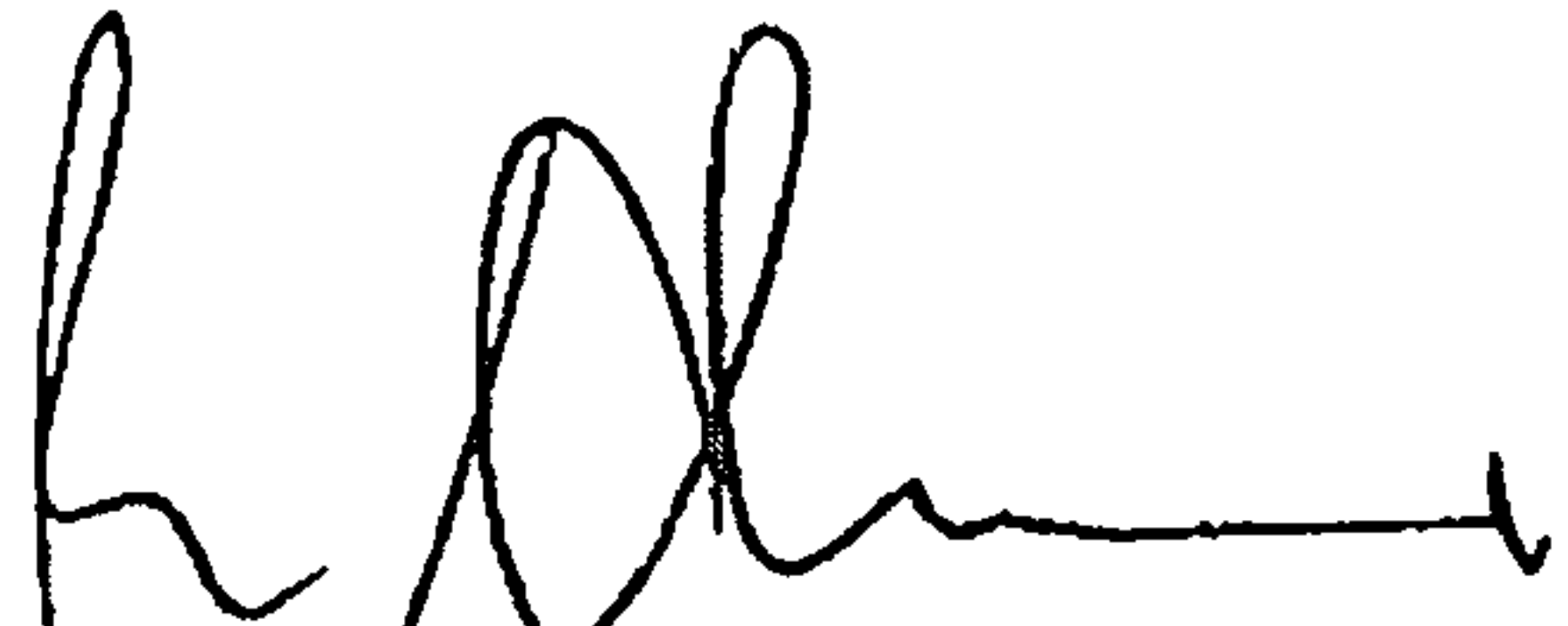
17. Beginning on November 27, 2009, a written policy on rest periods was provided to employee drivers.

18. Beginning on April 21, 2009, AB Trucking maintained records showing rest periods taken by employee drivers.

19. Employee drivers did receive compensation of an additional hour of pay for a missed meal or rest period.

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

Dated October 14, 2011



---

WILLIAM ABOUDI



Exhibit B-1

Exhibit B-1

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  
8 Telephone (510) 337-1001  
9 Fax (510) 337-1023

6 Attorneys for Plaintiffs  
LAVON GODFREY and GARY GILBERT

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

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

13 Plaintiffs,

14 v.

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

18 Defendants.

Case No. RG08379099


**PLAINTIFFS' SUPPLEMENTAL  
DEMAND FOR RESPONSE TO  
PRODUCTION OF DOCUMENTS**

Judge: Hon. Robert B. Freedman

18 In accordance with Code of Civil Procedure section 2031.050(a) and (b), this is a  
19 supplemental demand for production for all DOCUMENTS responsive to Plaintiffs' Request for  
20 Production of Documents, Set One (Requests 1-47) that were acquired or discovered after YOUR  
21 initial response to Plaintiffs' Request for Production of Documents.

22 Dated: September 16, 2011

WEINBERG, ROGER & ROSENFELD  
A Professional Corporation

23   
24 LISL R. DUNCAN  
25 Attorneys for Plaintiffs

26 118212/636613

**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 September 16, 2011, I served upon the following parties in this action:

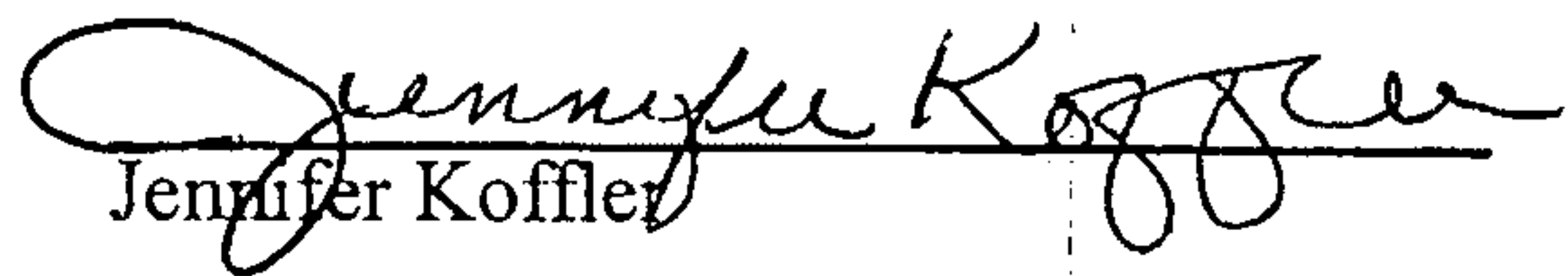
Jay Ian Aboudi  
The Law Office of Jay Ian Aboudi  
1855 Olympic Blvd., Ste. 210  
Walnut Creek, CA 94596  
[jay@aboudi-law.com](mailto:jay@aboudi-law.com)

copies of the document(s) described as:

**PLAINTIFFS' SUPPLEMENTAL DEMAND FOR RESPONSE TO PRODUCTION OF DOCUMENTS**

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

I certify under penalty of perjury that the above is true and correct. Executed at Alameda, California, on September 16, 2011.

  
Jennifer Koffler

118212/555975



● ●

Exhibit B-2

Exhibit B-2

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  
8 Telephone (510) 337-1001  
9 Fax (510) 337-1023

6 Attorneys for Plaintiffs  
LAVON GODFREY and GARY GILBERT

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

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

13 Plaintiffs,

14 v.

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

17 Defendants.

Case No. RG08379099

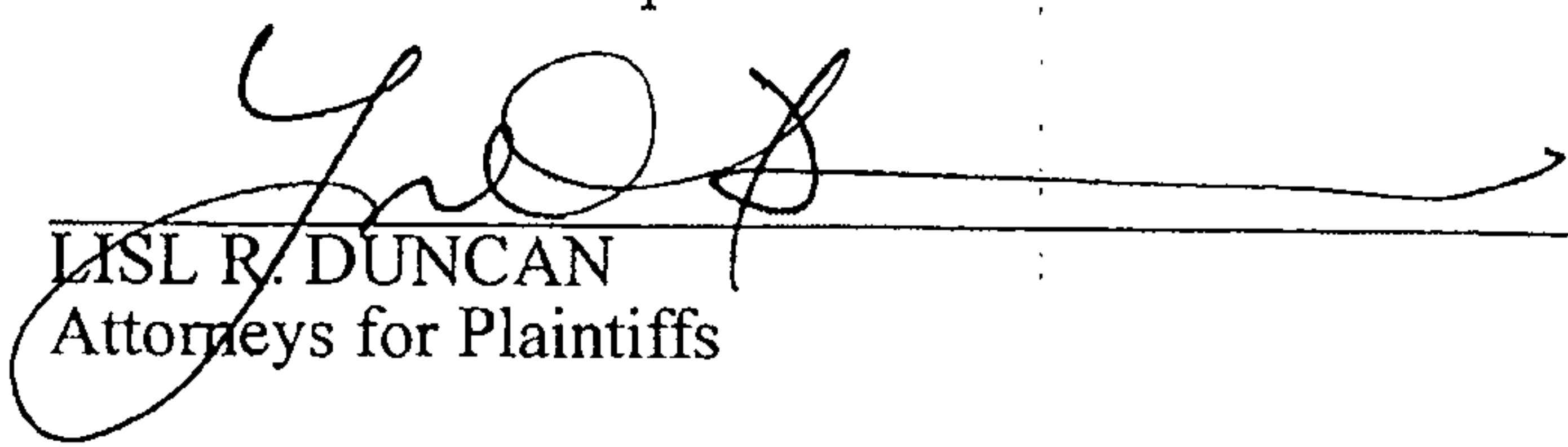
**PLAINTIFFS' SUPPLEMENTAL  
DEMAND FOR RESPONSE TO  
SPECIAL INTERROGATORIES**

Judge: Hon. Robert B. Freedman

18 In accordance with Code of Civil Procedure section 2030.070 (a) and (b), this is a  
19 supplemental demand for responses to Plaintiffs' Special Interrogatories, Set One (Interrogatories  
20 1-54) that were acquired or discovered after YOUR initial response to Plaintiffs' Special  
21 Interrogatories.

22 Dated: September 16, 2011

WEINBERG, ROGER & ROSENFELD  
A Professional Corporation

23   
24 LISL R. DUNCAN  
25 Attorneys for Plaintiffs

26 118212/637029

**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 September 16, 2011, I served upon the following parties in this action:

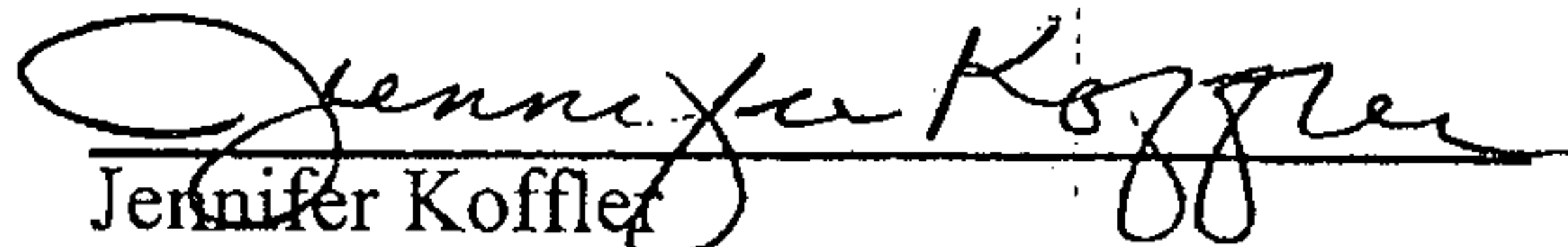
Jay Ian Aboudi  
The Law Office of Jay Ian Aboudi  
1855 Olympic Blvd., Ste. 210  
Walnut Creek, CA 94596  
[jay@aboudi-law.com](mailto:jay@aboudi-law.com)

copies of the document(s) described as:

**PLAINTIFFS' SUPPLEMENTAL DEMAND FOR RESPONSE TO SPECIAL INTERROGATORIES**

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

I certify under penalty of perjury that the above is true and correct. Executed at Alameda, California, on September 16, 2011.

  
Jennifer Koffler

118212/555975



Exhibit B-3

Exhibit B-3

1 DAVID A. ROSENFELD, Bar No. 058163  
CAREN P. SENCER, Bar No. 233488  
2 CONCEPCIÓN E. LOZANO-BATISTA, Bar No. 227227  
WEINBERG, ROGER & ROSENFELD  
3 A Professional Corporation  
1001 Marina Village Parkway, Suite 200  
4 Alameda, California 94501-1091  
Telephone 510.337.1001  
5 Fax 510.337.1023

6 Attorneys for Plaintiff  
7 Lavon Godfrey

8  
9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 IN AND FOR THE COUNTY OF ALAMEDA

11 LAVON GODFREY, on behalf of herself and ) Case No. RG 08-379099  
all others similarly situated, )  
12 )  
Plaintiff, ) **PLAINTIFF'S REQUEST FOR**  
13 ) **PRODUCTION OF DOCUMENTS**  
v. ) **(SET ONE)**  
14 )  
AB TRUCKING, INC., OAKLAND PORT )  
15 SERVICES CORP., BILL ABOUDI and DOES )  
1 through 20, inclusive, )  
16 )  
Defendants. )  
17 )

18 PROPOUNDING PARTY: PLAINTIFF LAVON GODFREY  
19 RESPONDING PARTY: DEFENDANT AB TRUCKING, INC.  
20 SET NO.: ONE

21 Plaintiff LAVON GODFREY (hereafter "Plaintiff") hereby demands that Defendant AB  
22 TRUCKING, INC. produce for inspection and copying the following documents which are in the  
23 possession, custody or control of the responding party or of its attorneys or agents, pursuant to  
24 Code of Civil Procedure Section 2031, et seq. Said documents are to be produced at the offices of  
25 Weinberg, Roger & Rosenfeld, 1001 Marina Village Parkway, Suite 200, Alameda, California  
26 94501, telephone (510) 337-1001.

27 Written response is required of the responding party within 30 days of this demand,

1 consisting of either a statement that the responding party will comply with this demand or a  
2 statement that the responding party lacks the ability to comply, or an objection thereto.

3 In lieu of producing the documents described below at the aforementioned time and place,  
4 Plaintiff will accept copies of said documents, provided such copies are delivered to the above  
5 address by said date, or at a time and place stipulated to by and between the parties, and provided  
6 that the production includes a properly executed verification under penalty of perjury that the  
7 copies of said documents are true and correct copies of the complete records and items requested  
8 below, and provided further that the originals be made available for Plaintiff's inspection upon  
9 request.

#### 10 DEFINITIONS AND INSTRUCTIONS

11 The following Definitions and Instructions apply to this document request:

12 A. In responding to this document request, you are required to include in your  
13 responses all knowledge and documents available to you, your agents, representatives, affiliates  
14 and attorneys.

15 B. If there is any request for production to which you can respond only in part, you are  
16 required to provide as complete a response as is possible.

17 C. The terms "AB TRUCKING, INC.," "YOU," and "YOURS" refers to AB  
18 TRUCKING, INC., and their predecessors, agents, employees, attorneys, and all persons and/or  
19 entities acting or purporting to act on their behalf.

20 D. "EACH" means "EACH AND EVERY."

21 E. "ANY" means "ANY or ALL," and "ALL" means "ANY AND ALL."

22 F. "DRIVER" means any individual employed by AB TRUCKING, INC. to provide  
23 truck driving services to and/or from the Port of Oakland in California.

24 G. "OPERATIONS" refers to the employment of DRIVERS at the Port of Oakland in  
25 California.

26 H. "CHANGE" and "CHANGES" means any alteration, modification, addition,  
27 substitution, deletion, variation, and/or transition.

28



1 I. The term "DOCUMENT" is used herein in its customary broad sense, and means  
2 any kind of printed, recorded, written, graphic, or photographic matter (including video recordings,  
3 audio recordings, tape recordings, or computer tapes or disks) of any kind or description, whether  
4 sent or received or not, including originals, copies, reproductions, facsimiles, drafts, and both sides  
5 thereof, and including without limitation: papers, books, accounts, letters, models, photographs,  
6 drawings, sketches, blueprints, objects, tangible things, correspondences, telegrams, cables, telex  
7 messages, memoranda, notes, notations, work papers, routing slips, intra-and interdepartmental  
8 communications, communications to, between or among directors, officers, agents or employees,  
9 transcripts, minutes, reports and recordings of telephone or other conversations, or of interviews, or  
10 of conferences, or of committee meetings or of other meetings, affidavits, statements, summaries,  
11 opinions, court pleadings, reports, indices, studies, analyses, forecasts, evaluations, contracts,  
12 licenses, agreements, invoices, notebooks, entries, ledgers, journals, books or records of accounts,  
13 summaries of accounts, balance sheets, income statements, wage statements, questionnaires,  
14 answers to questionnaires, statistical records, advertisements, brochures, circulars, bulletins,  
15 pamphlets, trade letters, desk calendars, appointment books, diaries, telephone logs, expense  
16 accounts, lists, tabulations, charts, graphs, maps, surveys, sound recordings, data sheets, computer  
17 tapes and discs, magnetic tapes, punch cards, computer printouts, data processing input and output,  
18 computer files, computer programs, computer program coding sheets, microfilm, microfiche,  
19 electronic mail, e-mail, ALL other records kept by electronic, photographic, or mechanical means,  
20 and things similar to any of the foregoing, regardless of author or origin.

21 J. If you claim the attorney-client privilege or any other privilege is applicable to any  
22 DOCUMENT the production of which is sought by these requests, the DOCUMENT need not be  
23 produced, but YOU shall, with respect to the DOCUMENT be prepared to:

- 24 a. State the date of the DOCUMENT;
- 25 b. Identify EACH author of the DOCUMENT;
- 26 c. Identify EACH other person who prepared or participated in the preparation  
27 of the DOCUMENT;

- 1 d. Identify EACH person who received the DOCUMENT;
- 2 e. Identify EACH person from whom the DOCUMENT was received;
- 3 f. State the March 2004 location of the DOCUMENT and ALL copies thereof;
- 4 g. State the current location of the DOCUMENT and ALL copies thereof;
- 5 h. Identify EACH person having custody or control of the DOCUMENT and
- 6 ALL copies thereof; and
- 7 i. State the subject of the DOCUMENT and such other information as will
- 8 allow YOUR claim of privilege to be adjudicated.
- 9 K. For any DOCUMENT maintained by YOU in an electronic format, please produce
- 10 any such DOCUMENT in its electronic format.

11 **REQUESTS FOR PRODUCTION**

12 **REQUEST FOR PRODUCTION NO. 1:**

13 Produce ALL DOCUMENTS indicating the names of ALL DRIVERS employed by YOU

14 in the period from March 2004 through the present. If such DOCUMENTS are normally kept in

15 electronic format, please produce those DOCUMENTS in electronic format.

16 **REQUEST FOR PRODUCTION NO. 2:**

17 Produce ALL DOCUMENTS that indicate the job duties and/or job descriptions for ALL

18 DRIVERS used in the period from March 2004 through the present. If such DOCUMENTS are

19 normally kept in electronic format, please produce those DOCUMENTS in electronic format.

20 **REQUEST FOR PRODUCTION NO. 3:**

21 Produce ALL DOCUMENTS that YOU provided to ALL DRIVERS relating, pertaining,

22 and/or referring to the following matter: status of employment of DRIVERS.

23 **REQUEST FOR PRODUCTION NO. 4:**

24 Produce ALL DOCUMENTS that YOU provided to ALL DRIVERS relating, pertaining,

25 and/or referring to the following matter: rights of DRIVERS.

26 **REQUEST FOR PRODUCTION NO. 5:**

27 Produce ALL DOCUMENTS that YOU provided to ALL DRIVERS relating, pertaining,

28



1 and/or referring to the following matter: duties of DRIVERS.

2 **REQUEST FOR PRODUCTION NO. 6:**

3 Produce ALL DOCUMENTS that YOU provided to ALL DRIVERS relating, pertaining,  
4 and/or referring to the following matter: compensation of DRIVERS.

5 **REQUEST FOR PRODUCTION NO. 7:**

6 Produce ALL DOCUMENTS that YOU provided to ALL DRIVERS relating, pertaining,  
7 and/or referring to the following matter: benefits provided to DRIVERS.

8 **REQUEST FOR PRODUCTION NO. 8:**

9 Produce ALL DOCUMENTS that YOU provided to ALL DRIVERS relating, pertaining,  
10 and/or referring to wage and/or income statements.

11 **REQUEST FOR PRODUCTION NO. 9:**

12 Produce ALL DOCUMENTS that show ALL delivery routes serviced by ANY DRIVER  
13 employed by YOU in the period from March 2004 through the present. If such DOCUMENTS are  
14 normally kept in electronic format, please produce those DOCUMENTS in electronic format.

15 **REQUEST FOR PRODUCTION NO. 10:**

16 Produce ALL DOCUMENTS relating, pertaining, and/or referring to YOUR practices and  
17 policies for setting work schedules for ANY DRIVER in the period from March 2004 through the  
18 present. If such DOCUMENTS are normally kept in electronic format, please produce those  
19 DOCUMENTS in electronic format.

20 **REQUEST FOR PRODUCTION NO. 11:**

21 Produce ALL DOCUMENTS relating, pertaining, and/or referring to policies and  
22 procedures for compilation, tabulation, and/or calculation of ALL DRIVER hours worked for  
23 purposes of payment of wages since March 2004. If such DOCUMENTS are normally kept in  
24 electronic format, please produce those DOCUMENTS in electronic format.

25 **REQUEST FOR PRODUCTION NO. 12:**

26 Produce ALL DOCUMENTS relating, pertaining, and/or referring to YOUR practices and  
27 policies for authorizing overtime hours to ALL hourly DRIVERS in the period from March 2004

28



1 through the present. If such DOCUMENTS are normally kept in electronic format, please produce  
2 those DOCUMENTS in electronic format.

3 **REQUEST FOR PRODUCTION NO. 13:**

4 Produce ALL DOCUMENTS that refer, reflect, comprise or pertain to wage rates provided  
5 to ALL DRIVERS employed by YOU. If such DOCUMENTS are normally kept in an electronic  
6 format, please produce those DOCUMENTS in electronic format.

7 **REQUEST FOR PRODUCTION NO. 14:**

8 Produce ALL DOCUMENTS that refer, reflect, comprise or pertain to the determination of  
9 wage rates provided to ALL DRIVERS employed by YOU. If such DOCUMENTS are normally  
10 kept in electronic format, please produce those DOCUMENTS in electronic format.

11 **REQUEST FOR PRODUCTION NO. 15:**

12 Produce ALL DOCUMENTS that refer, reflect, comprise or pertain to the standard or  
13 posted drive time for EACH leg of EACH route driven by YOUR DRIVERS. If such  
14 DOCUMENTS are normally kept in electronic format, please produce those DOCUMENTS in  
15 electronic format.

16 **REQUEST FOR PRODUCTION NO. 16:**

17 Produce ALL DOCUMENTS that refer, reflect, comprise or pertain to the establishment of  
18 the standard or posted drive time for EACH trip made from the Port of Oakland in California to  
19 any location. If such DOCUMENTS are normally kept in electronic format, please produce those  
20 DOCUMENTS in electronic format.

21 **REQUEST FOR PRODUCTION NO. 17:**

22 Produce ALL time cards for work performed by ALL DRIVERS for the period from March  
23 2004 through the present. If such DOCUMENTS are normally kept in electronic format, please  
24 produce those DOCUMENTS in electronic format.

25 **REQUEST FOR PRODUCTION NO. 18:**

26 Produce ALL DOCUMENTS that indicate the hours worked by ALL DRIVERS in the  
27 period from March 2004 through the present. If such DOCUMENTS are normally kept in

1 electronic format, please produce those DOCUMENTS in electronic format.

2 **REQUEST FOR PRODUCTION NO. 19:**

3 Produce ALL DOCUMENTS that indicate the hours for which ALL DRIVERS were  
4 compensated for in the period from March 2004 through the present. If such DOCUMENTS are  
5 normally kept in electronic format, please produce those DOCUMENTS in electronic format.

6 **REQUEST FOR PRODUCTION NO. 20:**

7 Produce ALL DOCUMENTS showing compensation provided to ALL DRIVERS for the  
8 period from March 2004 through the present. If such DOCUMENTS are normally kept in  
9 electronic format, please produce those DOCUMENTS in electronic format.

10 **REQUEST FOR PRODUCTION NO. 21:**

11 Produce ALL DOCUMENTS relating, pertaining, and/or referring to the number of hours  
12 worked per week for EACH DRIVER in the period from March 2004 through the present. This  
13 request includes but is not limited to time cards, trip sheets, logs and notes. If such DOCUMENTS  
14 are normally kept in electronic format, please produce those DOCUMENTS in electronic format.

15 **REQUEST FOR PRODUCTION NO. 22:**

16 Produce ALL DOCUMENTS relating, pertaining, and/or referring to the calculation and/or  
17 establishment of delay time for ALL routes driven by ALL DRIVERS. If such DOCUMENTS are  
18 normally kept in electronic format, please produce those DOCUMENTS in electronic format.

19 **REQUEST FOR PRODUCTION NO. 23:**

20 Produce ALL driver logs for the period from March 2004 through the present. If such  
21 DOCUMENTS are normally kept in electronic format, please produce those DOCUMENTS in  
22 electronic format.

23 **REQUEST FOR PRODUCTION NO. 24:**

24 Produce ALL trip sheets for ALL routes driven by ALL DRIVERS for the period from  
25 March 2004 through the present. If such DOCUMENTS are normally kept in electronic format,  
26 please produce those DOCUMENTS in electronic format.

27 ///

28



1 **REQUEST FOR PRODUCTION NO. 25:**

2 Produce ALL payroll records of ALL DRIVERS for the period from March 2004 through  
3 the present. If such DOCUMENTS are normally kept in electronic format, please produce those  
4 DOCUMENTS in electronic format.

5 **REQUEST FOR PRODUCTION NO. 26:**

6 Produce ALL DOCUMENTS indicating wages paid to ALL DRIVERS from March 2004  
7 through the present. If such DOCUMENTS are normally kept in electronic format, please produce  
8 those DOCUMENTS in electronic format.

9 **REQUEST FOR PRODUCTION NO. 27:**

10 Produce ALL DOCUMENTS that indicate ANY difference between time work recorded by  
11 ANY DRIVER and time for which DRIVER received compensation in the period from March  
12 2004 through the present. If such DOCUMENTS are normally kept in electronic format, please  
13 produce those DOCUMENTS in electronic format.

14 **REQUEST FOR PRODUCTION NO. 28:**

15 Produce ALL DOCUMENTS relating, pertaining, and/or referring to the recordation of  
16 hours worked by ALL DRIVERS during the period of March 2004 through the present. If such  
17 DOCUMENTS are normally kept in electronic format, please produce those DOCUMENTS in  
18 electronic format.

19 **REQUEST FOR PRODUCTION NO. 29:**

20 Produce ALL DOCUMENTS relating, pertaining and/or referring to ANY wage and hour  
21 audit conducted by ANY government agency since 2004, concerning ANY of YOUR hourly  
22 DRIVERS. If such DOCUMENTS are normally kept in electronic format, please produce those  
23 DOCUMENTS in electronic format.

24 **REQUEST FOR PRODUCTION NO. 30:**

25 Produce ALL wage statements relating, pertaining and/or referring to ANY compensation  
26 provided to ANY DRIVER during the period of August 2004 through the present. If such  
27 DOCUMENTS are normally kept in electronic format, please produce those DOCUMENTS in



1 electronic format.

2 **REQUEST FOR PRODUCTION NO. 31:**

3 Produce ALL DOCUMENTS relating, pertaining and/or referring to meal periods provided  
4 to ANY DRIVER during the period of March 2004 through the present. If such DOCUMENTS  
5 are normally kept in electronic format, please produce those DOCUMENTS in electronic format.

6 **REQUEST FOR PRODUCTION NO. 32:**

7 Produce ALL DOCUMENTS relating, pertaining and/or referring to compensation  
8 provided to ANY DRIVER for the failure to provide a meal period to ANY DRIVER during the  
9 period of March 2004 through the present. If such DOCUMENTS are normally kept in electronic  
10 format, please produce those DOCUMENTS in electronic format.

11 **REQUEST FOR PRODUCTION NO. 33:**

12 Produce ALL DOCUMENTS relating, pertaining, and/or referring to YOUR practices and  
13 policies for setting or providing meal periods for ANY DRIVER during the period of March 2004  
14 through the present. If such DOCUMENTS are normally kept in electronic format, please produce  
15 those DOCUMENTS in electronic format.

16 **REQUEST FOR PRODUCTION NO. 34:**

17 Produce ALL DOCUMENTS relating, pertaining and/or referring to rest breaks provided to  
18 ANY DRIVER during the period of March 2004 through the present. If such DOCUMENTS are  
19 normally kept in electronic format, please produce those DOCUMENTS in electronic format.

20 **REQUEST FOR PRODUCTION NO. 35:**

21 Produce ALL DOCUMENTS relating, pertaining and/or referring to compensation  
22 provided to ANY DRIVER for the failure to provide a rest break to ANY DRIVER during the  
23 period of March 2004 through the present. If such DOCUMENTS are normally kept in electronic  
24 format, please produce those DOCUMENTS in electronic format.

25 **REQUEST FOR PRODUCTION NO. 36:**

26 Produce ALL DOCUMENTS relating, pertaining, and/or referring to YOUR practices  
27 and/or policies for setting or providing rest breaks for ANY DRIVER during the period of March

28

1 2004 through the present. If such DOCUMENTS are normally kept in electronic format, please  
2 produce those DOCUMENTS in electronic format.

3 **REQUEST FOR PRODUCTION NO. 37:**

4 Produce ALL agreements between YOU and ANY of the other Defendants in this case.

5 **REQUEST FOR PRODUCTION NO. 38:**

6 Produce ANY personnel manual, work rules and employee handbooks applicable to YOUR  
7 employees at the Port of Oakland.

8 **REQUEST FOR PRODUCTION NO. 39:**

9 Produce ALL agreements and correspondence between YOU and ANY labor organization  
10 in effect at the Port of Oakland facilities.

11 **REQUEST FOR PRODUCTION NO. 40:**

12 Produce ANY DOCUMENTS sent to ANY official or officer of the Port of Oakland,  
13 requesting or concerning a waiver of the Port of Oakland living wage requirement.

14 **REQUEST FOR PRODUCTION NO. 41:**

15 Produce ALL DOCUMENTS from the Port of Oakland indicating or implying that a  
16 waiver of the Port of Oakland living wage requirement has been granted.

17 **REQUEST FOR PRODUCTION NO. 42:**

18 Produce ALL DOCUMENTS referring to the setting, establishment or maintenance of  
19 wage rates for the employees at YOUR Port of Oakland facility.

20 **REQUEST FOR PRODUCTION NO. 43:**

21 Produce ANY DOCUMENT that have been posted, distributed or otherwise received by  
22 YOUR employees regarding the terms and conditions of the Port of Oakland living wage  
23 ordinance.

24 **REQUEST FOR PRODUCTION NO. 44:**

25 Produce ANY AND ALL correspondence with the Port of Oakland regarding YOUR  
26 contract with the Port.

27 ///

28

1 **REQUEST FOR PRODUCTION NO. 45:**

2 Produce ANY correspondence between YOU and ANY of the other Defendants in this case  
3 regarding the payment of wages of employees.

4 **REQUEST FOR PRODUCTION NO. 46:**

5 Produce ALL DOCUMENTS relied on in producing YOUR responses to Special  
6 Interrogatories, Set One propounded by the Plaintiffs.

7 **REQUEST FOR PRODUCTION NO. 47:**

8 Produce ALL DOCUMENTS relied on in producing YOUR responses to Form  
9 Interrogatories-General, propounded by the Plaintiffs.

10

11 Dated: July 15, 2008

WEINBERG, ROGER & ROSENFELD  
A Professional Corporation

12

13

By: 

14

DAVID A. ROSENFELD  
CONCEPCIÓN E. LOZANO-BATISTA  
Attorneys for Plaintiff

15

118212/499829

16

17

18

19

20

21

22

23

24

25

26

27

28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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 July 16 2008, I served upon the following parties in this action:

Jon C. Yonemitsu  
Gordon & Rees LLP  
Embarcadero Center West  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

copies of the document(s) described as:

**PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS (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.

**BY FACSIMILE** I caused to be transmitted each document listed herein via the fax number(s) listed above or on the attached service list.

I certify under penalty of perjury that the above is true and correct. Executed at Alameda, California, on July 16, 2008.

  
\_\_\_\_\_  
Karen Scott

Exhibit B-4

Exhibit B-4

1 MICHAEL A. BROAD (SBN: 121348)  
166 Santa Clara Avenue  
2 Oakland, CA 94610  
Telephone: (510) 835-5772  
3 Facsimile: (510) 835-5773  
4 Attorney for Defendant  
OAKLAND PORT SERVICES CORPORATION  
5 d/b/a AB TRUCKING (erroneously sued as AB  
TRUCKING, INC.)  
6

RECEIVED

APR 10 2009

WR & R

7 SUPERIOR COURT OF CALIFORNIA - COUNTY OF ALAMEDA  
8  
9

10 LAVON GODFREY, on behalf of herself and  
all others similarly situated,

11 Plaintiffs,

12 v.

13 AB TRUCKING, INC., OAKLAND PORT  
14 SERVICES CORP., BILL ABOUDI and DOES  
1 through 20, inclusive,

15 Defendants.  
16

CASE NO. RG 08-379099

DEFENDANT'S SUPPLEMENTAL  
RESPONSE TO PLAINTIFF'S  
REQUEST FOR PRODUCTION OF  
DOCUMENTS, SET ONE

Complaint Filed: March 28, 2008

17 PROPOUNDING PARTY: Plaintiff LAVON GODFREY

18 RESPONDING PARTY: Defendant OAKLAND PORT SERVICES CORPORATION d/b/a  
19 AB TRUCKING (erroneously sued as AB TRUCKING, INC.)

20 SET NUMBER: One

21 SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION

22 REQUEST NO. 1:

23 Produce ALL DOCUMENTS indicating the names of ALL DRIVERS employed by  
24 YOU in the period from March 2004 through the present. If such DOCUMENTS are normally  
25 kept in electronic format, please produce those DOCUMENTS in electronic format.

26 RESPONSE TO REQUEST NO. 1:

27 Subject to and without waiving its initial objections, responding party answers as follows:  
28 Defendant will produce documents responsive to this request, limited to "class issues" (i.e., size

LRD



1 of class, typicality of claims, representative's ability to represent the class, etc.) and with any  
2 personal information removed from such documents.

3 **REQUEST NO. 2:**

4 Produce ALL DOCUMENTS that indicate the job duties and/or job descriptions for ALL  
5 DRIVERS used in the period from March 2004 through the present. If such DOCUMENTS are  
6 normally kept in electronic format, please produce those DOCUMENTS in electronic format.

7 **RESPONSE TO REQUEST NO. 2:**

8 Responding party agrees to produce documents responsive to this request concurrently  
9 herein.

10 **REQUEST NO. 3:**

11 Produce ALL DOCUMENTS that YOU provided to ALL DRIVERS relating, pertaining,  
12 and/or referring to the following matter: status of employment of DRIVERS.

13 **RESPONSE TO REQUEST NO. 3:**

14 Responding party objects to this request on the grounds it is vague and ambiguous; it is  
15 overbroad and without limitation in scope and, therefore, oppressive; and it seeks information  
16 and materials protected from disclosure by the right to privacy of third-party non-litigants  
17 pursuant to Article I, Section 1 of the California Constitution. Subject to and without waiving  
18 the foregoing objections, responding party answers as follows: Responding party agrees to  
19 produce documents responsive to this request concurrently herein.

20 **REQUEST NO. 4:**

21 Produce ALL DOCUMENTS that YOU provided to ALL DRIVERS relating, pertaining,  
22 and/or referring to the following matter: rights of DRIVERS.

23 **RESPONSE TO REQUEST NO. 4:**

24 Responding party objects to this request on the grounds it is vague and ambiguous; it is  
25 overbroad and without limitation in scope and, therefore, oppressive; and it seeks information  
26 and materials protected from disclosure by the right to privacy of third-party non-litigants  
27 pursuant to Article I, Section 1 of the California Constitution. Subject to and without waiving  
28 the foregoing objections, responding party answers as follows: Responding party agrees to

1 produce documents responsive to this request concurrently herein.

2 **REQUEST NO. 5:**

3 Produce ALL DOCUMENTS that YOU provided to ALL DRIVERS relating, pertaining,  
4 and/or referring to the following matter: duties of DRIVERS.

5 **RESPONSE TO REQUEST NO. 5:**

6 Responding party objects to this request on the grounds it is overbroad and without  
7 limitation in scope and, therefore, oppressive. Subject to and without waiving the foregoing  
8 objections, responding party answers as follows: Documents responsive to this request are set  
9 forth in responding party's response to Request No. 2 above.

10 **REQUEST NO. 6:**

11 Produce ALL DOCUMENTS that YOU provided to ALL DRIVERS relating, pertaining,  
12 and/or referring to the following matter: compensation of DRIVERS.

13 **RESPONSE TO REQUEST NO. 6:**

14 Subject to and without waiving its initial objections, responding party answers as follows:  
15 Defendant will produce documents responsive to this request, limited as to the compensation  
16 paid to Lavon Godfrey, and to others with their personal information excised, including their  
17 names or employee numbers.

18 **REQUEST NO. 7:**

19 Produce ALL DOCUMENTS that YOU provided to ALL DRIVERS relating, pertaining,  
20 and/or referring to the following matter: benefits provided to DRIVERS.

21 **RESPONSE TO REQUEST NO. 7:**

22 Responding party objects to this request on the grounds it is vague and ambiguous; it is  
23 overbroad and without limitation in scope and, therefore, oppressive; it seeks information  
24 irrelevant to the issues of consequence in this action and therefore not likely to lead to the  
25 discovery of admissible evidence; and it seeks information and materials protected from  
26 disclosure by the right to privacy of third-party non-litigants pursuant to Article I, Section 1 of  
27 the California Constitution. Subject to and without waiving the foregoing objections, responding  
28 party answers as follows: Upon a diligent search and reasonable inquiry, there are no documents



1 responsive to this request.

2 **REQUEST NO. 8:**

3 Produce ALL DOCUMENTS that YOU provided to ALL DRIVERS relating, pertaining,  
4 and/or referring to wage and/or income statements.

5 **RESPONSE TO REQUEST NO. 8:**

6 Subject to and without waiving its initial objections, responding party answers as follows:  
7 Defendant will produce documents responsive to this request, limited to the wage and income  
8 statements for wages and income paid to Lavon Godfrey, and to others with their personal  
9 information excised, including their names or employee numbers.

10 **REQUEST NO. 9:**

11 Produce ALL DOCUMENTS that show ALL delivery routes serviced by ANY DRIVER  
12 employed by YOU in the period from March 2004 through the present. If such DOCUMENTS  
13 are normally kept in electronic format, please produce those DOCUMENTS in electronic format.

14 **RESPONSE TO REQUEST NO. 9:**

15 Responding party objects to this request on the grounds it is vague and ambiguous and  
16 seeks information irrelevant to the issues of consequence in this action and therefore not likely to  
17 lead to the discovery of admissible evidence. Subject to and without waiving the foregoing  
18 objections, responding party answers as follows: Upon a diligent search and reasonable inquiry,  
19 there are no documents responsive to this request.

20 **REQUEST NO. 10:**

21 Produce ALL DOCUMENTS relating, pertaining, and/or referring to YOUR practices  
22 and polices for setting work schedules for ANY DRIVER in the period from March 2004  
23 through the present. If such DOCUMENTS are normally kept in electronic format, please  
24 produce those DOCUMENTS in electronic format.

25 **RESPONSE TO REQUEST NO. 10:**

26 Responding party objects to this request as compound and vague and ambiguous. Subject  
27 to and without waiving the foregoing objections, responding party answers as follows: Upon a  
28 diligent search and reasonable inquiry, there are no documents responsive to this request.



1 **REQUEST NO. 11:**

2 Produce ALL DOCUMENTS relating, pertaining, and/or referring to policies and  
3 procedures for compilation, tabulation, and/or calculation of ALL DRIVER hours worked for  
4 purposes of payment of wages since March 2004. If such DOCUMENTS are normally kept in  
5 electronic format, please produce those DOCUMENTS in electronic format.

6 **RESPONSE TO REQUEST NO. 11:**

7 Responding party objects to this request on the grounds it is compound and vague and  
8 ambiguous. Subject to and without waiving the foregoing objections, responding party answers  
9 as follows: Upon a diligent search and reasonable inquiry, there are no documents responsive to  
10 this request.

11 **REQUEST NO. 12:**

12 Produce ALL DOCUMENTS relating, pertaining, and/or referring to YOUR practices  
13 and policies for authorizing overtime hours to ALL hourly DRIVERS in the period from March  
14 2004 through the present. If such DOCUMENTS are normally kept in electronic format, please  
15 produce those DOCUMENTS in electronic format.

16 **RESPONSE TO REQUEST NO. 12:**

17 Responding party objects to this request on the grounds it is compound; it is vague and  
18 ambiguous; and it is overbroad and without limitation in scope and, therefore, oppressive.  
19 Subject to and without waiving the foregoing objections, responding party answers as follows:  
20 Upon a diligent search and reasonable inquiry, there are no documents responsive to this request.

21 **REQUEST NO. 13:**

22 Produce ALL DOCUMENTS that refer, reflect, comprise or pertain to wage rates  
23 provided to ALL DRIVERS employed by YOU. If such DOCUMENTS are normally kept in an  
24 electronic format, please produce those DOCUMENTS in electronic format.

25 **RESPONSE TO REQUEST NO. 13:**

26 Subject to and without waiving its initial objections, responding party answers as follows:  
27 Defendant will produce documents responsive to this request, limited to the wage rates of Lavon  
28 Godfrey and to others with their personal information excised, including their names or

1 employee numbers.

2 **REQUEST NO. 14:**

3 Produce ALL DOCUMENTS that refer, reflect, comprise or pertain to the determination  
4 of wage rates provided to ALL DRIVERS employed by YOU. If such DOCUMENTS are  
5 normally kept in electronic format, please produce those DOCUMENTS in electronic format.

6 **RESPONSE TO REQUEST NO. 14:**

7 Subject to and without waiving its initial objections, responding party answers as follows:  
8 Defendant will produce documents responsive to this request, limited to the wage rates of Lavon  
9 Godfrey and to others with their personal information excised, including their names or  
10 employee numbers.

11 **REQUEST NO. 15:**

12 Produce ALL DOCUMENTS that refer, reflect, comprise or pertain to the standard or  
13 posted drive time for EACH leg of EACH route driven by YOUR DRIVERS. If such  
14 DOCUMENTS are normally kept in electronic format, please produce those DOCUMENTS in  
15 electronic format.

16 **RESPONSE TO REQUEST NO. 15:**

17 Responding party objects to this request on the grounds it is compound; it is vague and  
18 ambiguous and requires responding party to speculate as to the intended meaning and scope of  
19 the request; and it is overbroad and without limitation in scope and, therefore, oppressive.  
20 Subject to and without waiving the foregoing objections, responding party answers as follows:  
21 Upon a diligent search and reasonable inquiry, there are no documents responsive to this request.

22 **REQUEST NO. 16:**

23 Produce ALL DOCUMENTS that refer, reflect, comprise or pertain to the establishment  
24 of the standard or posted drive time for EACH trip made from the Port of Oakland in California  
25 to any location. If such DOCUMENTS are normally kept in electronic format, please produce  
26 those DOCUMENTS in electronic format.

27 **RESPONSE TO REQUEST NO. 16:**

28 Responding party objects to this request on the grounds it is compound; it is vague and



1 ambiguous and requires responding party to speculate as to the intended meaning and scope of  
2 the request; and it is overbroad and without limitation in scope and, therefore, oppressive.

3 Subject to and without waiving the foregoing objections, responding party answers as follows:

4 Upon a diligent search and reasonable inquiry, there are no documents responsive to this request.

5 **REQUEST NO. 17:**

6 Produce ALL time cards for work performed by ALL DRIVERS for the period from  
7 March 2004 through the present. If such DOCUMENTS are normally kept in electronic format,  
8 please produce those DOCUMENTS in electronic format.

9 **RESPONSE TO REQUEST NO. 17:**

10 Responding party objects to this request on the grounds it is vague and ambiguous and  
11 seeks information and materials protected from disclosure by the right to privacy of third-party  
12 non-litigants pursuant to Article I, Section 1 of the California Constitution.

13 **REQUEST NO. 18:**

14 Produce ALL DOCUMENTS that indicate the hours worked by ALL DRIVERS in the  
15 period from March 2004 through the present. If such DOCUMENTS are normally kept in  
16 electronic format, please produce those DOCUMENTS in electronic format.

17 **RESPONSE TO REQUEST NO. 18:**

18 Responding party objects to this request on the grounds it seeks information and  
19 materials protected from disclosure by the right to privacy of third-party non-litigants pursuant to  
20 Article I, Section 1 of the California Constitution.

21 **REQUEST NO. 19:**

22 Produce ALL DOCUMENTS that indicate the hours for which ALL DRIVERS were  
23 compensated for in the period from March 2004 through the present. If such DOCUMENTS are  
24 normally kept in electronic format, please produce those DOCUMENTS in electronic format.

25 **RESPONSE TO REQUEST NO. 19:**

26 Subject to and without waiving its initial objections, responding party answers as follows:  
27 Defendant will produce documents responsive to this request as to Lavon Godfrey only.  
28



1 **REQUEST NO. 20:**

2 Produce ALL DOCUMENTS showing compensation provided to ALL DRIVERS for the  
3 period from March 2004 through the present. If such DOCUMENTS are normally kept in  
4 electronic format, please produce those DOCUMENTS in electronic format.

5 **RESPONSE TO REQUEST NO. 20:**

6 Subject to and without waiving its initial objections, responding party answers as follows:  
7 Defendant will produce documents responsive to this request as to Lavon Godfrey only.

8 **REQUEST NO. 21:**

9 Produce ALL DOCUMENTS relating, pertaining, and/or referring to the number of hours  
10 worked per week for EACH DRIVER in the period from March 2004 through the present. This  
11 request includes but is not limited to time cards, trip sheets, logs and notes. If such  
12 DOCUMENTS are normally kept in electronic format, please produce those DOCUMENTS in  
13 electronic format.

14 **RESPONSE TO REQUEST NO. 21:**

15 Subject to and without waiving its initial objections, responding party answers as follows:  
16 Defendant will produce documents responsive to this request as to Lavon Godfrey only.

17 **REQUEST NO. 22:**

18 Produce ALL DOCUMENTS relating, pertaining, and/or referring to the calculation  
19 and/or establishment of delay time for ALL routes driven by ALL DRIVERS. If such  
20 DOCUMENTS are normally kept in electronic format, please produce those DOCUMENTS in  
21 electronic format.

22 **RESPONSE TO REQUEST NO. 22:**

23 Responding party objects to this request on the grounds it is vague and ambiguous and on  
24 that basis requires responding party to speculate as to its intended meaning and scope; it is  
25 overbroad and without limitation in scope and, therefore, oppressive; and seeks information and  
26 materials protected from disclosure by the right to privacy of third-party non-litigants pursuant to  
27 Article I, Section 1 of the California Constitution. Subject to and without waiving the foregoing  
28 objections, responding party answers as follows: Upon a diligent search and reasonable inquiry,

1 there are no documents responsive to this request.

2 **REQUEST NO. 23:**

3 Produce ALL driver logs for the period from March 2004 through the present. If such  
4 DOCUMENTS are normally kept in electronic format, please produce those DOCUMENTS in  
5 electronic format.

6 **RESPONSE TO REQUEST NO. 23:**

7 Subject to and without waiving its initial objections, responding party answers as follows:  
8 Defendant will produce documents responsive to this request as to Lavon Godfrey only.

9 **REQUEST NO. 24:**

10 Produce ALL trip sheets for ALL routes driven by ALL DRIVERS for the period from  
11 March 2004 through the present. If such DOCUMENTS are normally kept in electronic format,  
12 please produce those DOCUMENTS in electronic format.

13 **RESPONSE TO REQUEST NO. 24:**

14 Subject to and without waiving its initial objections, responding party answers as follows:  
15 Defendant will produce documents responsive to this request as to Lavon Godfrey only.

16 **REQUEST NO. 25:**

17 Produce ALL payroll records of ALL DRIVERS for the period from March 2004 through  
18 the present. If such DOCUMENTS are normally kept in electronic format, please produce those  
19 DOCUMENTS in electronic format.

20 **RESPONSE TO REQUEST NO. 25:**

21 Subject to and without waiving its initial objections, responding party incorporates by  
22 reference its response to Request Nos. 6 and 8 above.

23 **REQUEST NO. 26:**

24 Produce ALL DOCUMENTS indicating wages paid to ALL DRIVERS from March 2004  
25 through the present. If such DOCUMENTS are normally kept in electronic format, please  
26 produce those DOCUMENTS in electronic format.

27 **RESPONSE TO REQUEST NO. 26:**

28 Subject to and without waiving its initial objections, responding party incorporates by



1 reference its response to Request Nos. 6 and 8 above.

2 **REQUEST NO. 27:**

3 Produce ALL DOCUMENTS that indicate ANY difference between time work recorded  
4 by ANY DRIVER and time for which DRIVER received compensation in the period from March  
5 2004 through the present. If such DOCUMENTS are normally kept in electronic format, please  
6 produce those DOCUMENTS in electronic format.

7 **RESPONSE TO REQUEST NO. 27:**

8 Responding party further objects to this request on the grounds that it requires defendant  
9 to create new evidence by evaluating past documents. Subject to and without waiving its initial  
10 objections, responding party answers as follows: Defendant will produce documents responsive  
11 to this request as to Lavon Godfrey only.

12 **REQUEST NO. 28:**

13 Produce ALL DOCUMENTS relating, pertaining, and/or referring to the recordation of  
14 hours worked by ALL DRIVERS during the period of March 2004 through the present. If such  
15 DOCUMENTS are normally kept in electronic format, please produce those DOCUMENTS in  
16 electronic format.

17 **RESPONSE TO REQUEST NO. 28:**

18 Subject to and without waiving its initial objections, responding party answers as follows:  
19 Defendant will produce documents responsive to this request, limited to the wage rates of Lavon  
20 Godfrey and to others with their personal information excised, including their names or  
21 employee numbers.

22 **REQUEST NO. 29:**

23 Produce ALL DOCUMENTS relating, pertaining and/or referring to ANY wage and hour  
24 audit conducted by ANY government agency since 2004, concerning ANY of YOUR hourly  
25 DRIVERS. If such DOCUMENTS are normally kept in electronic format, please produce those  
26 DOCUMENTS in electronic format.

27 **RESPONSE TO REQUEST NO. 29:**

28 Responding party objects to this request on the grounds it seeks information and



1 materials that exceed the scope of permissible discovery; it seeks information and materials not  
2 reasonably calculated to lead to the discovery of admissible evidence; and it seeks information  
3 and materials protected from disclosure by the attorney-client privilege and attorney work-  
4 product doctrine. Subject to and without waiving the foregoing objections, responding party  
5 answers as follows: Upon a diligent search and reasonable inquiry, there are no documents  
6 responsive to this request.

7 **REQUEST NO. 30:**

8 Subject to and without waiving its initial objections, responding party incorporates by  
9 reference its response to Request No. 8 above.

10 **RESPONSE TO REQUEST NO. 30:**

11 Responding party objects to this request on the grounds it is vague and ambiguous; it is  
12 overbroad and without limitation in scope and, therefore, oppressive; and it seeks information  
13 and materials protected from disclosure by the right to privacy of third-party non-litigants  
14 pursuant to Article I, Section 1 of the California Constitution.

15 **REQUEST NO. 31:**

16 Produce ALL DOCUMENTS relating, pertaining and/or referring to meal periods  
17 provided to ANY DRIVER during the period of March 2004 through the present. If such  
18 DOCUMENTS are normally kept in electronic format, please produce those DOCUMENTS in  
19 electronic format.

20 **RESPONSE TO REQUEST NO. 31:**

21 Responding party objects to this request on the grounds it is vague and ambiguous; it is  
22 overbroad and without limitation in scope and, therefore, oppressive; and it seeks information  
23 and materials protected from disclosure by the right to privacy of third-party non-litigants  
24 pursuant to Article I, Section 1 of the California Constitution. Subject to and without waiving its  
25 initial objections, responding party answers as follows: Defendant will produce documents  
26 responsive to this request as to Lavon Godfrey only.

27 **REQUEST NO. 32:**

28 Produce ALL DOCUMENTS relating, pertaining and/or referring to compensation

1 provided to ANY DRIVER for the failure to provide a meal period to ANY DRIVER during the  
2 period of March 2004 through the present. If such DOCUMENTS are normally kept in  
3 electronic format, please produce those DOCUMENTS in electronic format.

4 **RESPONSE TO REQUEST NO. 32:**

5 Subject to and without waiving its initial objections, responding party answers as follows:  
6 Defendant will produce documents responsive to this request as to Lavon Godfrey only.

7 **REQUEST NO. 33:**

8 Produce ALL DOCUMENTS relating, pertaining, and/or referring to YOUR practices  
9 and polices for setting or providing meal periods for ANY DRIVER during the period of March  
10 2004 through the present. If such DOCUMENTS are normally kept in electronic format, please  
11 produce those DOCUMENTS in electronic format.

12 **RESPONSE TO REQUEST NO. 33:**

13 Upon a diligent search and reasonable inquiry, there are no documents responsive to this  
14 request.

15 **REQUEST NO. 34:**

16 Produce ALL DOCUMENTS relating, pertaining and/or referring to rest breaks provided  
17 to ANY DRIVER during the period of March 2004 through the present. If such DOCUMENTS  
18 are normally kept in electronic format, please produce those DOCUMENTS in electronic format.

19 **RESPONSE TO REQUEST NO. 34:**

20 Upon a diligent search and reasonable inquiry, there are no documents responsive to this  
21 request.

22 **REQUEST NO. 35:**

23 Produce ALL DOCUMENTS relating, pertaining and/or referring to compensation  
24 provided to ANY DRIVER for the failure to provide a rest break to ANY DRIVER during the  
25 period of March 2004 through the present. If such DOCUMENTS are normally kept in  
26 electronic format, please produce those DOCUMENTS in electronic format.

27 **RESPONSE TO REQUEST NO. 35:**

28 Subject to and without waiving its initial objections, responding party answers as follows:



1 Defendant will produce documents responsive to this request as to Lavon Godfrey only.

2 **REQUEST NO. 36:**

3 Produce ALL DOCUMENTS relating, pertaining, and/or referring to YOUR practices  
4 and/or policies for setting or providing rest breaks for ANY DRIVER during the period of March  
5 2004 through the present. If such DOCUMENTS are normally kept in electronic format, please  
6 produce those DOCUMENTS in electronic format.

7 **RESPONSE TO REQUEST NO. 36:**

8 Upon a diligent search and reasonable inquiry, there are no documents responsive to this  
9 request.

10 **REQUEST NO. 37:**

11 Produce ALL agreements between YOU and ANY of the other Defendants in this case.

12 **RESPONSE TO REQUEST NO. 37:**

13 Responding party objects to this request as it is unintelligible. Responding party must  
14 speculate as to the intended meaning and scope of this request as phrased. In addition, as  
15 understood, this request appears to seek information and materials that exceed the permissible  
16 scope of discovery. Further, this request appears to seek information and materials not  
17 reasonably calculated to lead to the discovery of admissible evidence, as well as information and  
18 materials protected from disclosure by the attorney-client privilege and attorney work-product  
19 doctrine.

20 **REQUEST NO. 38:**

21 Produce ANY personnel manual, work rules and employee handbooks applicable to  
22 YOUR employees at the Port of Oakland.

23 **RESPONSE TO REQUEST NO. 38:**

24 Responding party objects to this request on the grounds it is vague and ambiguous; it  
25 seeks information and materials that exceed the permissible scope of discovery; and it seeks  
26 information and materials not reasonably calculated to lead to the discovery of admissible  
27 evidence. Subject to and without waiving the foregoing objections, responding party answers as  
28 follows: Upon a diligent search and reasonable inquiry, there are no documents responsive to



1 this request.

2 **REQUEST NO. 39:**

3 Produce ALL agreements and correspondence between YOU and ANY labor  
4 organization in effect at the Port of Oakland facilities.

5 **RESPONSE TO REQUEST NO. 39:**

6 Responding party objects to this request on the grounds it is compound; it is vague and  
7 ambiguous; it is overbroad and without limitation in scope and, therefore, oppressive; it seeks  
8 information and materials that exceed the permissible scope of discovery; and it seeks  
9 information and materials not reasonably calculated to lead to the discovery of admissible  
10 evidence. Subject to and without waiving the foregoing objections, responding party answers as  
11 follows: Upon a diligent search and reasonable inquiry, there are no documents responsive to  
12 this request.

13 **REQUEST NO. 40:**

14 Produce ANY DOCUMENTS sent to ANY official or officer of the Port of Oakland,  
15 requesting or concerning a waiver of the Port of Oakland living wage requirement.

16 **RESPONSE TO REQUEST NO. 40:**

17 Responding party objects to this request on the grounds it is overbroad and without  
18 limitation in scope and, therefore, oppressive; it seeks information and materials that exceed the  
19 permissible scope of discovery; and it seeks information and materials not reasonably calculated  
20 to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing  
21 objections, responding party answers as follows: Upon a diligent search and reasonable inquiry,  
22 there are no documents responsive to this request.

23 **REQUEST NO. 41:**

24 Produce ALL DOCUMENTS from the Port of Oakland indicating or implying that a  
25 waiver of the Port of Oakland living wage requirement has been granted.

26 **RESPONSE TO REQUEST NO. 41:**

27 Responding party objects to this request on the grounds it is overbroad and without  
28 limitation in scope and, therefore, oppressive. Subject to and without waiving the foregoing

1 objections, responding party answers as follows: Upon a diligent search and reasonable inquiry,  
2 there are no documents responsive to this request.

3 **REQUEST NO. 42:**

4 Produce ALL DOCUMENTS referring to the setting, establishment or maintenance of  
5 wage rates for the employees at YOUR Port of Oakland facility.

6 **RESPONSE TO REQUEST NO. 42:**

7 Responding party objects to this request on the grounds it is vague and ambiguous; it  
8 assumes facts not established by evidence; it is overbroad and without limitation in scope and,  
9 therefore, oppressive; and it seeks information and materials protected from disclosure by the  
10 right to privacy of third-party non-litigants pursuant to Article I, Section 1 of the California  
11 Constitution. Subject to and without waiving its initial objections, responding party answers as  
12 follows: Upon a diligent search and reasonable inquiry, there are no documents responsive to  
13 this request.

14 **REQUEST NO. 43:**

15 Produce ANY DOCUMENT that have been posted, distributed or otherwise received by  
16 YOUR employees regarding the terms and conditions of the Port of Oakland living wage  
17 ordinance.

18 **RESPONSE TO REQUEST NO. 43:**

19 Responding party objects to this request on the grounds it is vague and ambiguous; it is  
20 overbroad and without limitation in scope and, therefore, oppressive; and it seeks information  
21 and materials protected from disclosure by the right to privacy of third-party non-litigants  
22 pursuant to Article I, Section 1 of the California Constitution. Subject to and without waiving  
23 the foregoing objections, responding party answers as follows: Upon a diligent search and  
24 reasonable inquiry, there are no documents responsive to this request.

25 **REQUEST NO. 44:**

26 Produce ANY AND ALL correspondence with the Port of Oakland regarding YOUR  
27 contract with the Port.

28



1 **RESPONSE TO REQUEST NO. 44:**

2 Responding party objects to this request on the grounds it is overbroad and without  
3 limitation in scope and, therefore, oppressive; and it assumes facts not established by evidence.  
4 Subject to and without waiving the foregoing objections, responding party answers as follows:  
5 Upon a diligent search and reasonable inquiry, there are no documents responsive to this request.

6 **REQUEST NO. 45:**

7 Produce ANY correspondence between YOU and ANY of the other Defendants in this  
8 case regarding the payment of wages of employees.

9 **RESPONSE TO REQUEST NO. 45:**

10 Responding objects to this request as it is unintelligible. Responding party is the only  
11 defendant in this case. Responding party reserves its right to assert all further appropriate  
12 objections in the event propounding party supplements and/or clarifies this request.

13 **REQUEST NO. 46:**

14 Produce ALL DOCUMENTS relied on in producing YOUR responses to Special  
15 Interrogatories, Set One propounded by the Plaintiffs.

16 **RESPONSE TO REQUEST NO. 46:**

17 Responding party will produce non-privileged responsive documents.

18 **REQUEST NO. 47:**

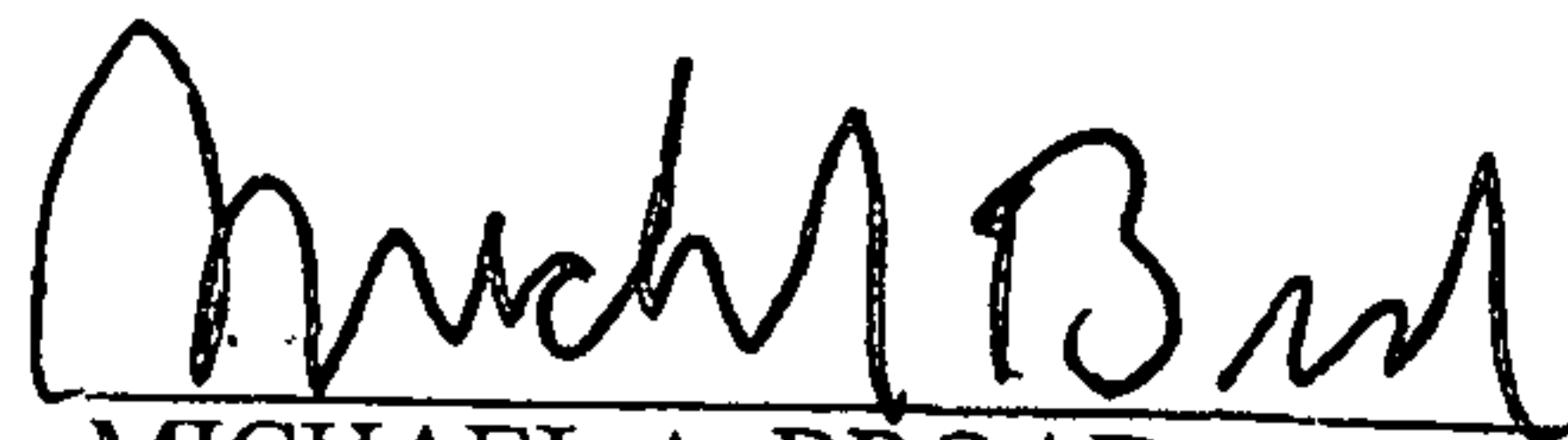
19 Produce ALL DOCUMENTS relied on in producing YOUR responses to Form  
20 Interrogatories-General, propounded by the Plaintiffs.

21 **RESPONSE TO REQUEST NO. 47:**

22 Responding party will produce non-privileged responsive documents.

23  
24 Dated: April 7, 2009

25 By:



26 MICHAEL A. BROAD  
27 Attorney for Defendant  
28 OAKLAND PORT SERVICES  
CORPORATION d/b/a AB TRUCKING  
(erroneously sued as AB TRUCKING,  
INC.)



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

VERIFICATION

*Lavon Godfrey v. AB Trucking, Inc., et al.*  
*Alameda Superior Court Case No. RG 08-379099*

STATE OF CALIFORNIA        )  
  )  
COUNTY OF ALAMEDA        )

I, William I. Aboudi, declare:

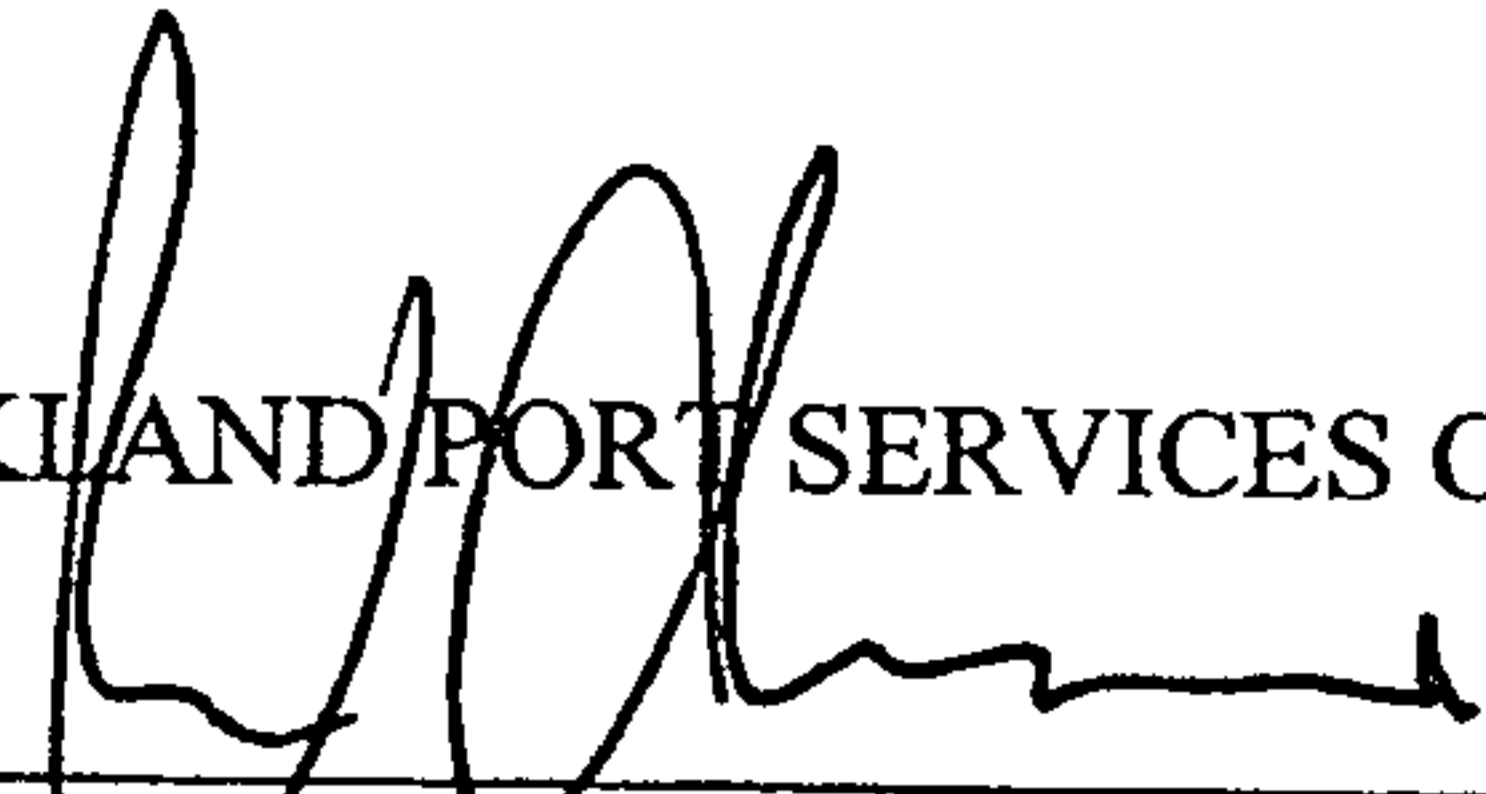
1. That I am the President of defendant OAKLAND PORT SERVICES CORPORATION d/b/a AB TRUCKING (erroneously sued as AB TRUCKING, INC.) and am authorized to state the following:

2. I have read the foregoing **DEFENDANT'S SUPPLEMENTAL RESPONSE TO PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS, SET ONE.** I understand that the information set forth in the responses was obtained from persons currently in the employ of Oakland Port Services Corporation, or, in the alternative, information gathered by counsel for Oakland Port Services Corporation on their behalf. It is my understanding, based upon information obtained from the individuals referred to above, that the responses are true and correct.

3. Wherefore, I state upon information and belief that the **DEFENDANT'S SUPPLEMENTAL RESPONSE TO PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS, SET ONE** are true and correct to the best of my knowledge according to and based upon the information supplied to me.

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

DATED: April 7, 2009

OAKLAND PORT SERVICES CORPORATION  
  
By: William I. Aboudi

PROOF OF SERVICE

I declare that I am employed in the County of Alameda, California. I am over the age of 18 years and not a party to the within-entitled cause my business address is 166 Santa Clara Ave. Oakland, California 94610.

On April 9, 2009 I served the following: Defendant Oakland Port Services Supplemental Response to Request for Production of Documents, Set One on the interested parties in this action,

XX by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

\_\_\_\_\_ by transmitting a true copy thereof, addressed as follows:

Lisl Duncan  
Weinberg, Roger & Rosenfeld  
1001 Marina Village Parkway, Suite 200  
Alameda, CA 94501-1091

XX (By first class mail) I placed such envelope in the mail, postage fully prepaid, at Oakland, California on the same day.

\_\_\_\_\_ (By personal service) I caused such envelope to be delivered by hand to the offices of the addressee.

\_\_\_\_\_ (By telecopier transmission (FAX)) I caused such document(s) to be transmitted by Fax machine to the office of the addressee.

XX (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 9<sup>th</sup> day of April, 2009 at Oakland, California.

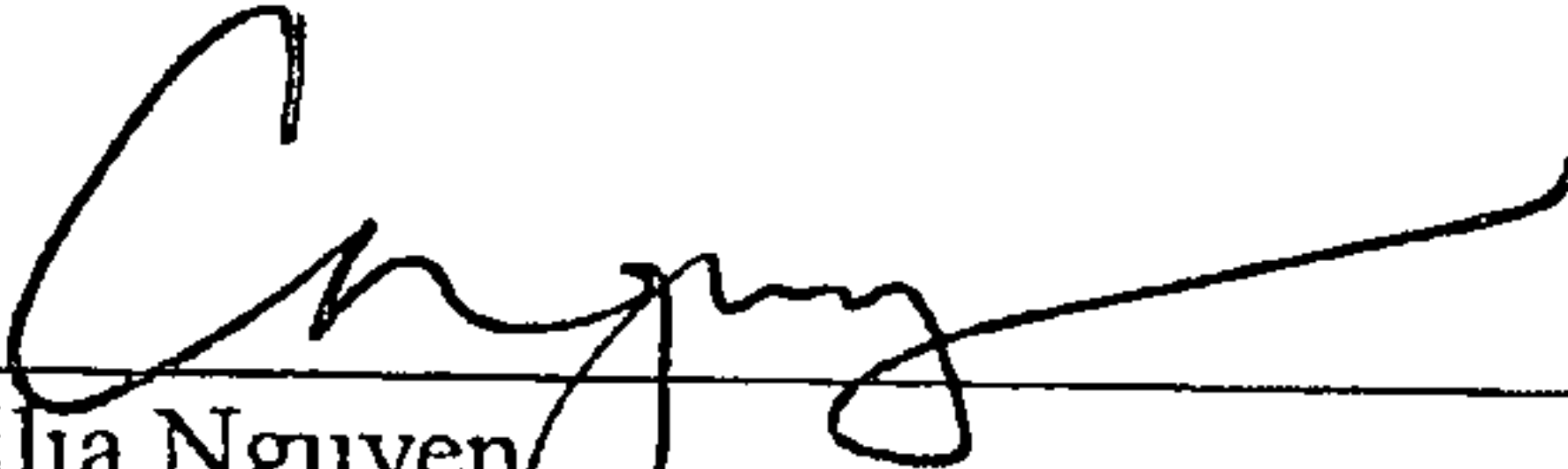
  
\_\_\_\_\_  
Cecilia Nguyen

Exhibit C

Exhibit C



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

6 Attorneys for Plaintiffs  
LAVON GODFREY and GARY GILBERT  
7

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 IN AND FOR THE COUNTY OF ALAMEDA

10	LAVON GODFREY and GARY GILBERT, on )	Case No.	RG08379099
	behalf of themselves and all others similarly )		
11	situated, )		
		)	DECLARATION OF STEVEN
12	Plaintiffs, )		WELLEMEYER
		)	
13	v. )		
		)	
14	OAKLAND PORT SERVICES CORP. d/b/a )		
	AB TRUCKING, and DOES 1 through 20, )		
15	inclusive, )		
		)	
16	Defendants. )		
		)	

17  
18 I, Steven Wellemeyer, declare:

19 1. I make this declaration upon my personal knowledge, and, if called as a witness, I  
20 could competently testify to the facts hereinafter stated.

21 2. I was a paid driver for AB Trucking from around October 15, 2007 until  
22 approximately April 2009.

23 3. After I was assigned my own truck, I usually worked from 7:30a.m. – 4:30p.m.

24 4. When I was a driver with AB, I rode in the truck, picked up trailers and containers,  
25 hooked up trailers, performed pre and post trip vehicle inspections, dropped trailers off, drove  
26 loads in and out of the Port of Oakland, continued learning the routes and picked up chassis.

27 5. As a driver with AB, at times I drove to different cities in the state of California.

28 6. I regularly drove to the Port for AB. It was not safe to pass other trucks that might

1 be stopped in the line outside the Port because, to do so, a driver had to take up several lanes in  
2 order to pass the stopped truck.

3 7. Drivers were not allowed to be out of their trucks while in line inside the Port. I am  
4 familiar with this rule because Port employees have notified me on occasions when I have tried to  
5 get out of my truck.

6 8. When I was a driver with AB, there was no pattern to the "meal and rest periods."  
7 The majority of the time I ate my lunch in the truck while waiting in line at the Port. At times, I  
8 would get something from the taco truck near the yard or go inside the AB office to warm my food  
9 in the microwave, but these breaks were never off-duty and never lasted a full thirty (30) minutes.

10 9. I was not aware of any policy of AB's of supervisors "encouraging" drivers to take  
11 meal and/or rest periods.

12 10. I was not told by anyone at AB that I could take 30-minute, off-duty, uninterrupted  
13 meal periods, nor 1-hour off-duty, uninterrupted, meal periods, and I was not told that I could take  
14 10-minute, uninterrupted rest breaks per every four hours I worked.

15 11. While at AB, I never received overtime pay or pay at one and one-half times my  
16 hourly wage rate.

17 12. When I started being paid by AB my wage rate was approximately \$11.00 per hour.

18 13. I was never provided Department of Transportation (DOT) log books by AB. AB  
19 did not require that I maintain DOT logs.

20 I declare under penalty of perjury that the facts stated above are true and correct of my own  
21 personal knowledge, except as to those facts stated on information and belief, and as to those facts,  
22 I believe them to be true.

23 Executed this 1-24-11 day of January, in ALAMEDA, California.

24   
25 STEVEN WELLEMEYER

26 118212/652795

Exhibit D

Exhibit D



**STANDARD TARIFF ASSIGNMENT: WHARF/SPACE**

PAGE 5 NOT APPLICABLE:

NAME OF FIRM <b>OAKLAND MARITIME SUPPORT SERVICES</b>		Phone: 610-868-1005
BILLING ADDRESS 2605 BATAAN AVENUE		Fax: 610-868-1007
CITY OAKLAND		E-Mail: Bill@abtruck.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	ETD
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 OWNER OPERATOR PUBLIC TRACTOR & CONTAINER STORAGE				
LOCATION OF WHARF, WHARF AREA, SPACE, OR FACILITY DESIRED OAB WEST PARADE GROUND LOT				

TYPE OF AREA	SQ. FT./MONTH	RATE	AMOUNT	CALCULATIONS/REMARKS	
<b>LAND:</b>					
Unpaved	x	\$0.104	= \$0.00	THE AREA HAS 222 CONTAINER SPACES OF 45 FT. x 11 FT. FOR 495 SQ. FT. EACH, TOTALING 10880 SQ. FT. THE AREA HAS 74 TRACTOR TRUCK SPACES OF 30 FT. x 13 FT. FOR 390 SQ. FT. EACH, TOTALING 2880 SQ. FT. THE TOTAL AREA = 13870 SQ. FT. THE TENANT WILL SUB-LEASE THE STORAGE SPACES TO OWNER OPERATORS AND/OR TRUCKING COMPANIES USING OWNER OPERATORS. THE TENANT WILL BE BILLED THE FIXED AMOUNT MONTHLY. THE TENANT WILL PROVIDE UTILIZATION DOCUMENTATION IN A FORM SPECIFIED BY THE CHIEF WHARFINGER TO THE PORT ON A MONTHLY BASIS. THE TENANT WILL BE ADDING VALUE TO THE PREMESIS AND MAY PASS ON THE COST TO THE SUB-TENANTS. THE PORT OF OAKLAND TARIFF NO. 2A SPACE CHARGES TO THE SUB-TENANT WILL BE \$78.74 FOR A CONTAINER SPACE AND \$58.67 FOR A TRACTOR TRUCK SPACE. THE TENANT WILL HAVE USE OF 40 CONTAINER SPACES AND 8 TRUCK SPACES FREE OF CHARGE IN LIEU OF A MANAGEMENT FEE. THE REMAINING 182 CONTAINER SPACES AND 68 TRACTOR TRUCK SPACES WILL BE SUB-ASSIGNED TO THE OWNER OPERATORS.	
Rocked	x	\$0.128	= \$0.00		
Rocked/Lights/Fencing	x	\$0.148	= \$0.00		
Paved	115,830.00 x	\$0.153	= \$17,721.99		
Paved/Lights/Fencing	x	\$0.180	= \$0.00		
<b>TRUCK or RAIL 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	\$0.290	= \$0.00		
Platforms Only	x	\$0.180	= \$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.B.:</b>					
Non-Air Conditioned	x	\$1.000	= \$0.00		
Air Conditioned	x	\$1.140	= \$0.00		
UTILITIES (Cost Plus 5%):	x		=		
MONTHLY DOCKAGE:	x		=		
MISCELLANEOUS (Identify):	x		=		
PRORATE FOR 30 DAYS		TOTAL AMOUNT PER PERIOD	17,721.99		

**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: <i>[Signature]</i> Bill Abardo, President
By: <i>[Signature]</i> Dated: 3/9/05
Type or Print Name and Title of Applicant's Representative:

Certificate of Insurance on File with Port  
*[Signature]*  
Signature of Port Risk Management Office/Date

3-10-05  
Application Approved (Date)

*[Signature]*



of Oakland.

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.

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 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.

The assigned 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, 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.

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 covered 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, but not limited to, damages caused by vessels serving the assigned facility. The Port shall, however, except as otherwise expressly provided in this assignment, Assignee shall be responsible for repair or restoration if Assignee satisfactorily establishes that repair or restoration is: (1) necessary on account solely of the Port's activities; or (2) where Assignee's negligence or 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 their natural 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 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.

All of the covenants and conditions of this assignment shall, except as otherwise specifically provided in this assignment, apply to and bind the heirs, successors, administrators and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

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 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 or has posted acceptable adequate security (Pursuant to Port of Oakland Tariff No. 2-A Item Nos. 02130, 02135, 02140 and 02145).

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.

Assignment of Port Area is subject to International Maritime Organization (IMCO or IMO) regulations and Hazardous Cargo permits issued by the Executive Director and set forth 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 permit.

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 term shall maintain with the Port a deposit in the sum of

\_\_\_\_\_ 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 of this assignment 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, area, 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 negligence; 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 the assignment after deduction of any amounts therefrom for payment of the herein above described charges. The payment of said performance deposit by Assignee shall constitute 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

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 fixture or equipment 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 the improvements on 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 of 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 damages caused by such removal. The Executive Director may waive in writing and of all of the rights hereunder.

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 the same condition that existed when Assignee first took occupancy or possession excepting (unless otherwise provided in this assignment) reasonable wear and tear 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 thereto for which it is responsible for pursuant to Paragraph 6 above of the "Term and General Conditions."

#### Secondary Use

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 use of such facilities by 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 (Port of Oakland Tariff No. 2A) 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 omission, the Preferential Assignee shall have no liability therefore any other provisions of this assignment notwithstanding.



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 premises or activities upon the expiration of the term of this assignment or upon its earlier termination or upon the termination of any holdover tenancy.

**Harmless**

Assignee assumes responsibility and liability for injury to or death of any person whatsoever 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 area or facility, and Assignee shall protect, defend, indemnify and save harmless the Port of Oakland, members of the Board of Port Commissioners, 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 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 injury or 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 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, contract and owned, nonowned and hired automobile coverage with such limits and such other coverages (such as protection and indemnity covering vessels, contract property damage and third party stevedore liability) as may reasonably be requested from time to time by the Port's Executive Director, but not in excess of 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 One 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. 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 the 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 such insurance coverage 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.

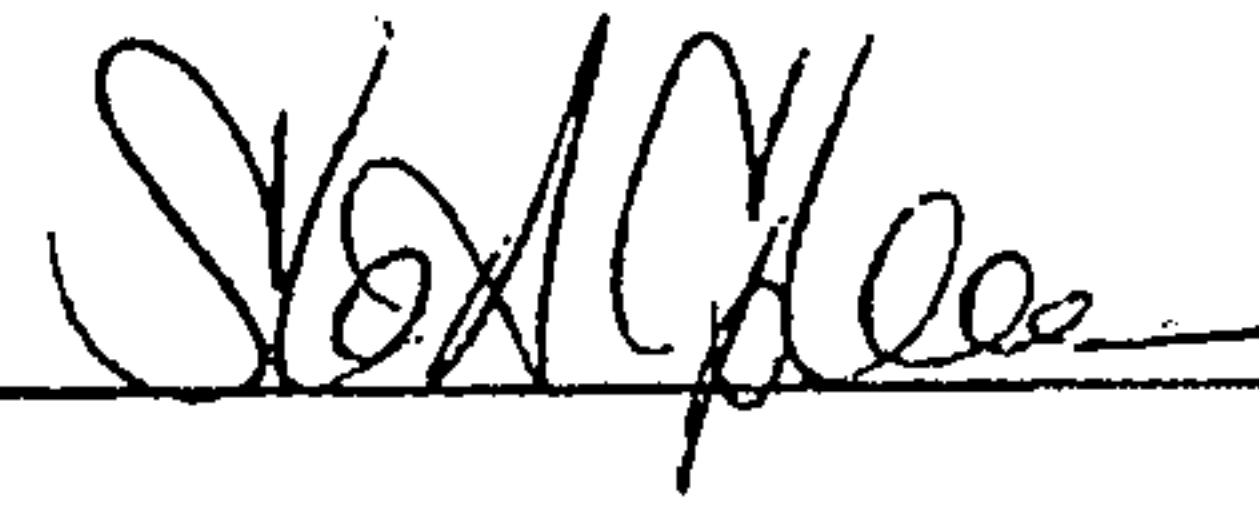
**COVERAGE REQUIRED IN ADDITION TO BODILY INJURY LIABILITY AND PROPERTY DAMAGE (CHECK APPLICABLE BOXES):**

- 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 THIS ASSIGNMENT.

PORT

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

ASSIGNEE

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 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 10110 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.

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 no 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 arrangement, from incurring a lien for any charges assessed against such vessel.

PORT

SPACE ASSIGNMENT

ASSIGNEE



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-I of the Tariff.

\_\_\_\_\_  
PORT

**TEMPORARY WHARF ASSIGNMENT (NON-OPERATIVE FACILITY)**

\_\_\_\_\_  
ASSIGNEE

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 and all other claims whatsoever contracted for or damages caused by said vessel, irrespective of Assignee's own negligence. Assignee guarantees that the above 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.

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 the vessel 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 vessel 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 all 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 the Piles and Fender System.

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

\_\_\_\_\_  
PORT

**CRANE ASSIGNMENT (PREFERENTIAL OR SECONDARY USE)**

\_\_\_\_\_  
ASSIGNEE

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.

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. Operations, maintenance and servicing to be in accordance with a maintenance and servicing program consistent with the crane manufacturer's instructions 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 liable 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 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 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 fatigue, wear or improper crane use.

Preferential Assignee shall be responsible for any and all damages, repairs or replacements to the assigned crane that become necessary for any reason whatsoever, 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 war, 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. Secondary 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 the 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.

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 maintain the 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 give notice to 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 fails to 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.

If Preferential Assignee fails 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.

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 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 the Port. 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 and 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.

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

Exhibit E

Exhibit E

## Business Entity Detail

---

Data is updated weekly and is current as of Friday, January 20, 2012. It is not a complete or certified record of the entity.

Entity Name:	OAKLAND MARITIME SUPPORT SERVICES, INC.
Entity Number:	C2550201
Date Filed:	08/28/2003
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	11 BURMA RD
Entity City, State, Zip:	OAKLAND CA 94588
Agent for Service of Process:	WILLIAM ABOUDI
Agent Address:	11 BURMA RD
Agent City, State, Zip:	OAKLAND CA 94588

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to Name Availability.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
- For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

[Privacy Statement](#) | [Free Document Readers](#)

Copyright © 2012 California Secretary of State



## 1 OF 1 RECORD(S)

FOR INFORMATIONAL PURPOSES ONLY  
 Copyright 2011 LexisNexis  
 a division of Reed Elsevier Inc. All Rights Reserved.

**Subject Summary**

Name	Address	Phone	County/FIPS
OAKLAND MARITIME SUPPORT SERVICE	11 BURMA RD OAKLAND, CA 94607-1010	(510) 868-1005	

**Name Variations/DBAs**

# Name Variations  
 1. OAKLAND MARITIME SUPPORT SERVICES, INC.

**Phone Summary - 1 records found**

# Telephone Number  
 1. (510) 868-1005

**Addresses - 2 records found**

#	Address	Dates	County	MSA
1.	1401 GEORGIA ST VALLEJO, CA 94590	9/15/2003 -	SOLANO	Vallejo-Fairfield-N apa, CA - 8720
2.	11 BURMA RD OAKLAND, CA 94607	3/3/2009 11/28/2011	ALAMEDA	Oakland, CA - 5775

**Profile Information - 1 records found**

1: OAKLAND MARITIME SUPPORT SERVICES, INC.  
 Company Name: OAKLAND MARITIME SUPPORT SERVICES, INC.  
 Date Of Incorporation: 8/28/2003  
 State Of Incorporation: CA  
 Charter Number: C2550201  
 Status Of Incorporation: ACTIVE  
 Corporation Structure: CORPORATION

**Executives - 1 records found**

#	Name	Titles
1.	ABOUDI, WILLIAM	PRESIDENT, PRESIDENT

**Registered Agents - 2 records found**

#	Name	Address
1.	WILLIAM ABOUDI	11 BURMA RD OAKLAND, CA 94607-1010
2.	WILLIAM ABOUDI	1401 GEORGIA ST VALLEJO, CA 94590-5705

**Company ID Numbers - 1 records found**

Company ID Numbers  
 Sec. of State Charter No(s): CA, C2550201

**UCC Liens - 1 records found****1:CA UCC LIEN FILING****Debtor Information**

Name: OAKLAND MARITIME SUPPORT SERVICES, INC.  
 Address: 11 BURMA RD OAKLAND, CA 94607-1010

**Secured Party Information**

Name: ALTA ALLIANCE BANK

**1:CA UCC LIEN FILING**

**Address:** 1951 WEBSTER ST OAKLAND, CA 94612-2909  
**Filing Status**

**Description:** ACTIVE

**Filing Information**

**Original Filing Number:** 087157898841  
**Original Filing Type:** FINANCING STATEMENT  
**Original Filing Date:** 5/14/2008  
**Description:** ACTIVE  
**Expiration Date:** 5/14/2013

**Collateral Information**

**Description:** 05/14/2008 087157898841 - ALL INVENTORY, EQUIPMENT, ACCOUNTS (INCLUDING BUT NOT LIMITED TO ALL AND COMMINGLED GOODS RELATING TO THE FOREGOING PROPERTY, AND ALL ADDITIONS, REPLACEMENTS OF AND SUBSTITUTIONS FOR ALL OR ANY PART OF THE FOREGOING PROPERTY; ALL INSURANCE REFUNDS RELATING TO THE FOREGOING PROPERTY; ALL GOOD WILL RELATING TO THE FOREGOING PROPERTY; ALL RECORDS AND DATA AND EMBEDDED SOFTWARE RELATING TO THE FOREGOING PROPERTY, AND ALL EQUIPMENT, INVENTORY AND SOFTWARE TO UTILIZE, CREATE, MAINTAIN AN

**Real Property - 2 records found**

**1: Assessment Record for ALAMEDA County, CA**

**Owner Information**

**Name:** OAKLAND MARITIME SUPPORT SERVICE  
**Name:** DBA OAKLAND BASE REUSE AUTH  
**Address:** 11 BURMA RD OAKLAND, CA 94607-1010  
**County/FIPS:** ALAMEDA

**Property Information**

**Address:** BTWN BURMA RD & ALASKA S OAKLAND, CA  
**Data Source:** B

**Legal Information**

**Assessor's Parcel Number:** 31-624920-10-309-70-00-00

**Assessment Information**

**Assessed Value:** \$1553300

**2: Assessment Record for ALAMEDA County, CA**

**Owner Information**

**Name:** OAKLAND MARITIME SUPPORT SERVICE  
**Name:** DBA OAKLAND BASE REUSE AUTH  
**Address:** 11 BURMA RD OAKLAND, CA 94607-1010  
**County/FIPS:** ALAMEDA

**Property Information**

**Address:** BTWN BURMA RD & ALASKA S OAKLAND, CA  
**Data Source:** B

**Legal Information**

**Assessor's Parcel Number:** 31-624920-09-309-70-00-00

**Assessment Information**

**Assessed Value:** \$649700

**Business Associates - 40 records found**

#	Name	Address
1.	AB TRUCKING	1401 GEORGIA ST VALLEJO, CA 94590-5705
2.	ABERDEEN INSURANCE SERVICES	11 BURMA RD STE A OAKLAND, CA 94607-1010
3.	ADMIRAL SECURITY SERVICES	11 BURMA RD

#	Name	Address
4.	ALDOS TRUCK REPAIR	OAKLAND, CA 94607-1010 11 BURMA RD
5.	AMPCO PARKING	OAKLAND, CA 94607-1010 11 BURMA RD
6.	BACK IN STYLE HAIR DESIGN	OAKLAND, CA 94607-1010 1401 GEORGIA ST
7.	BAYMODAL	VALLEJO, CA 94590-5705 1401 GEORGIA ST
8.	CHRISTIAN BROTHERS TRUCK SERVICE	VALLEJO, CA 94590-5705 11 BURMA RD
9.	CTS TIRES & RECYCLING	OAKLAND, CA 94607-1010 11 BURMA RD
10.	GLOBAL MARITIME SUPPORT SERVICES, LLC	OAKLAND, CA 94607-1010 11 BURMA RD
11.	HISPANIC BUSINESS EDUCATION AND TRAINING INC	OAKLAND, CA 94607-1010 11 BURMA RD
12.	JACOB MOBILE LOCKSMITH	OAKLAND, CA 94607-1010 11 BURMA RD
13.	JAYGAV CORPORATION	OAKLAND, CA 94607-1010 1401 GEORGIA ST
14.	JN TRUCKING CO	VALLEJO, CA 94590-5705
15.	JORGE GONZALEZ RIVERA	OAKLAND, CA 11 BURMA RD
16.	KNIGHT INTERMODAL LLC	OAKLAND, CA 94607-1010
17.	LOGISTIC SERVICES OF AMERICA	OAKLAND, CA 11 BURMA RD
18.	MIZARK'S BARBER & BEAUTY SALON	OAKLAND, CA 94607-1010 1401 GEORGIA ST
19.	MIZARK'S BARBER SHOP & BEAUTY	VALLEJO, CA 94590-5705 1401 GEORGIA ST
20.	NORCAL TICKET BUST	VALLEJO, CA 94590-5705 11 BURMA RD
21.	NORTH CENTRAL TRUCK SUPPLY PARTS	OAKLAND, CA 94607-1010
22.	OAKLAND INSTITUTE OF AUTOMOTIVE TECHNOLOGY INC	OAKLAND, CA OAKLAND, CA
23.	OAKLAND MARITIME SUPPORT SERVICES, INC.	1401 GEORGIA ST VALLEJO, CA 94590-5705
24.	OAKLAND OIL CHANGE CENTER LLC	11 BURMA RD OAKLAND, CA 94607-1010
25.	OAKLAND PORT SERVICES	11 BURMA RD OAKLAND, CA 94607-1010
26.	OAKLAND TRUCK SIGNS	11 BURMA RD OAKLAND, CA 94607-1010
27.	OAKLAND TRUCK SIGNS	1401 GEORGIA ST VALLEJO, CA 94590-5705
28.	OMSS, LLC	11 BURMA RD OAKLAND, CA 94607-1010
29.	OTS	11 BURMA RD OAKLAND, CA 94607-1010
30.	OTS	1401 GEORGIA ST VALLEJO, CA 94590-5705
31.	PORT COFFEE	11 BURMA RD OAKLAND, CA 94607-1010
32.	PORT CONTAINER DRAYAGE LOGISTICS, LLC	OAKLAND, CA
33.	PORT OF OAKLAND	11 BURMA RD OAKLAND, CA 94607-1010
34.	PSYCOTIC REACTION	1401 GEORGIA ST VALLEJO, CA 94590-5705
35.	SHIPPERS TRANSPORT EXPRESS	11 BURMA RD



#	Name	Address
36.	STEVEDORING SERVICES OF	OAKLAND, CA 94607-1010 11 BURMA RD
37.	TRUCK SIGNS	OAKLAND, CA 94607-1010 11 BURMA RD
38.	TRUCK SIGNS	OAKLAND, CA 94607-1010 1401 GEORGIA ST
39.	TRUCKS INSURANCE AGENCY INC	VALLEJO, CA 94590-5705 11 BURMA RD
40.	V & B AUTO REPAIR	OAKLAND, CA 94607-1010 OAKLAND, CA

**Person Associates - 1 records found**

#	Name	Address
1.	ABOUDI, WILLIAM	1401 GEORGIA ST VALLEJO, CA 94590-5705

**Sources - 18 records found**

All Sources	18 Source Document(s)
Business Contacts	3 Source Document(s)
Business Finder	10 Source Document(s)
Corporate Filings	1 Source Document(s)
Experian Business Reports	1 Source Document(s)
Property	2 Source Document(s)
UCC Lien Filings	1 Source Document(s)

**Key**

**▲**High Risk Indicator. These symbols may prompt you to investigate further.

**◀**Moderate Risk Indicator. These symbols may prompt you to investigate further.

**■**General Information Indicator. These symbols inform you that additional information is provided.

**✓**The most recent telephone listing as reported by the EDA source.

**Important:** The Public Records and commercially available data sources used on reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

Your DPPA Permissible Use is: Litigation

Your GLBA Permissible Use is: Persons with a Legal/Beneficial Interest in the Consumer

Copyright© 2011 LexisNexis, a division of Reed Elsevier Inc. All rights reserved.

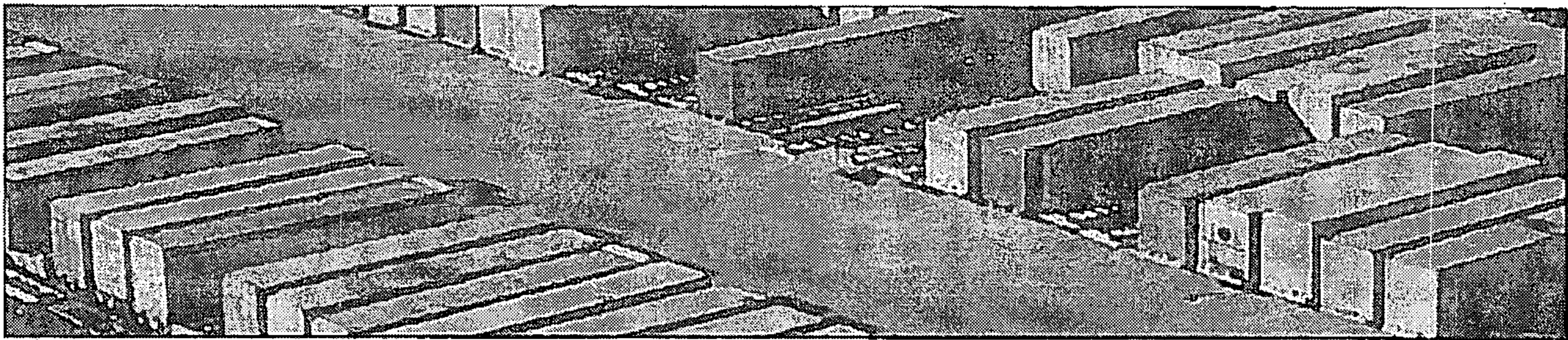




11 Burma Road • Oakland, CA 94607 • (510) 868-1005 • FAX (510) 868-1007

Oakland Maritime Support Services, Inc.

Home Page    Services    Yard Tenants    Contact Us    Jobs



### Yard Tenants

Search:

COMPANY	PHONE	FAX	WEBSITE
<u><a href="#">A.V. Trucking Co. Inc.</a></u>			
<u><a href="#">AB Trucking</a></u>	(510) 835-0930		<a href="http://www.abtruck.com">http://www.abtruck.com</a>
<u><a href="#">AC Trucking Co.</a></u>	800-754-1817		
<u><a href="#">AH Trucking Co.</a></u>			
<u><a href="#">Alan Ritchey, Inc</a></u>	(940) 726-5324		
<u><a href="#">Alexander Saz Trucking</a></u>	(510) 773-7052		
<u><a href="#">Almar Trucking Company, Inc.</a></u>	(916) 525-2598		
<u><a href="#">American Fumigation</a></u>	(510) 568-0132		
<u><a href="#">Arrow Trucking Co. of California, Inc</a></u>	(510) 429-4820		
<u><a href="#">B &amp; H Transportation Services</a></u>	(510) 893-1555		
<u><a href="#">B2 Transportation, Inc.</a></u>	(650) 875-3566		
<u><a href="#">Bay Area Container Inc.</a></u>	(510) 428-2565		
<u><a href="#">Bay City Trucking</a></u>	(510) 324-2657		
<u><a href="#">Baymodal</a></u>	(510) 835-0930		
<u><a href="#">BBC Trucking Corp.</a></u>	(510) 893.0888		



<u>Belflower Trucking</u>	(559) 673-8585
<u>Ben's Transportation</u>	(408) 509-7808
<u>Big Rig Insurance Agency, Inc.</u>	(510) 452-0404
<u>Bravo Transport Company</u>	(650) 757-0602
<u>Bridgeport Transport &amp; Warehousing</u>	(510) 251-6500
<u>C.P. Carrier Inc.</u>	(510) 893-3200
<u>CAP Enterprises</u>	(415) 822-2368
<u>Castillo Mobile Truck Repair, Inc.</u>	(510) 593-6323
<u>China Ahead Trucking, Inc.</u>	(510) 268-3839
<u>Cleanair Logix, LLC</u>	(510) 750-8877
<u>C-Line Express</u>	(707) 553-6041
<u>Corporate Container, Inc.</u>	(866) 231-4163
<u>Corrales Trucking</u>	(650) 826-1393
<u>Devine Intermodal</u>	(916) 371-4430
<u>Evergreen Trucking</u>	(209) 234-2068
<u>F&amp;N Tire Service</u>	(510) 604-2410
<u>Freight Line Express Trucking</u>	(510) 437-9661
<u>G.R. Trucking, Inc.</u>	(209) 830-7941
<u>Global Eagle Transportation Inc.</u>	(510) 758-1895
<u>Golden Bay Trucking</u>	(510) 377-4683
<u>Hikoh Trucking</u>	(415) 774-0250
<u>Hornung Trucking Service</u>	(650) 692-9918
<u>HS Trucking</u>	(925) 698-3287
<u>Intermodal Logistics, Inc Client</u>	
<u>J &amp; S Trucking</u>	(510) 917-0078
<u>Kamal Trucking Corporation</u>	(510) 451-5034
<u>Kidder Transportation Inc.</u>	(510) 739-0632
<u>L &amp; E Trucking</u>	(415) 468-8787
<u>LCS Trucking, Inc</u>	(650) 871-4507
<u>Litos Trucking Service</u>	(650) 692-1797
<u>LMC Transport Company, Inc.</u>	(209) 825-6405
<u>M.N.B Express, Inc.</u>	(209) 825-5050
<u>Maya Freight System</u>	(650) 430-1574
<u>Naravan's Trucking</u>	(510) 444-8700
<u>Nelson Logistics Services Inc.</u>	(650) 616-0081
<u>Oakland Port Scale, LLC</u>	(510) 903-1469
<u>Oakland Port Services, Inc.</u>	(510) 835-0930



<u>Occupational Testing Center</u>	(510) 836-0448
<u>Ocean Rail Logistics, Inc.</u>	(510) 783-7200
<u>P &amp; R Trucking, Inc</u>	(510) 839-1602
<u>Penn Logistics Inc.</u>	(510) 223-5441
<u>Reliable Express Trucking Co.</u>	(510) 268-8816
<u>Silicon Roadways</u>	(510) 337-9500
<u>SK Transportation</u>	(415) 286-3206
<u>Speedcon Express, LLC</u>	(510) 223.9797
<u>Speedo Freight System Inc.</u>	(650) 589-8868
<u>SS Trucking</u>	(510) 750-3598
<u>Stanley's Trucking Co.</u>	(510) 407-6407
<u>Stardust Trucking</u>	(415) 559-9291
<u>Stockmyer Trucking, Inc.</u>	(510) 839-6206 X 305
<u>Sunrise Express, Inc.</u>	(209) 531-0539
<u>Super Swift Transportation, Inc.</u>	(510) 635-8418
<u>Sutter Transportation, Inc.</u>	(510) 444-4150
<u>Team Efforts Company</u>	(510) 268-1167
<u>Transporters Latinos Unidos</u>	(510) 444-5341
<u>Truck Time Transport</u>	(707) 527-7657
<u>United Bridge Transportation, LLC</u>	(510) 719-9930
<u>Viper Transportation</u>	(925) 672-2805
<u>Yolo Enterprises</u>	(530) 796-2153

Powered by  MedalSoft®

OMSS - Oakland Maritime Support Services, Inc.  
(510) 868-1005

Exhibit F

Exhibit F

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

--oOo--

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

Plaintiffs, )

vs. )

No. RG 08-379099

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

Defendants. )

DEPOSITION OF BILL ABOUDI

ALAMEDA, CALIFORNIA

Monday, June 8, 2009

REPORTED BY:

INGRID SKOROBOHATY

CSR NO. 11669



1 not always required to maintain logbooks; is that  
2 correct?

3 A. That's correct.

4 Q. The location on Burma Road, would you consider  
5 that to be located in the Port?

6 A. Port area, but it's on City property.

7 Q. Does AB hold a lease with the City?

8 A. No.

9 Q. What is the arrangement under which AB is able  
10 to operate on City property?

11 A. It's in a yard that trucking companies rent.

12 Q. You rent without a lease from the City?

13 A. I don't rent from the City.

14 Q. Who do you rent from?

15 A. I rent from the parking operation.

16 Q. Who runs the parking operation?

17 A. OMSS.

18 Q. Do you have any ownership stake in OMSS?

19 MR. BROAD: I'm going to object and instruct  
20 him not to answer.

21 MS. SENCER: Q. Is OMSS an acronym?

22 A. Yes.

23 Q. What does it stand for?

24 A. Oakland Maritime Support Services.

25 Q. Do you know if Oakland Maritime Support



1 Services has a lease with the City of Oakland?

2 MR. BROAD: Objection. Calls for speculation.

3 MS. SENCER: I asked if he knows.

4 THE WITNESS: I'm not answering.

5 MR. BROAD: Instruction not to answer.

6 MS. SENCER: I take it you are -- since you  
7 told your attorney that's what you wanted to do, that  
8 you're accepting his instruction of not to answer?

9 MR. BROAD: Yes.

10 MS. SENCER: Q. Does OPS have a written lease  
11 with Oakland Maritime Support Services?

12 A. Yes.

13 Q. And under the terms of that lease, does OPS  
14 make monthly rent payments to Oakland Maritime Support  
15 Services?

16 A. Yes.

17 Q. What is the length of the term of the lease  
18 between OPS and Oakland Maritime Support Services?

19 A. Month to month.

20 Q. When was this lessor-lessee relationship  
21 established?

22 A. August 2006.

23 Q. Prior to August 2006, did AB Trucking operate  
24 out of 11 Burma Road?

25 A. Yes -- no.



1 Q. Where did it operate out of prior to  
2 August 2006?

3 A. 2505 Bataan Avenue.

4 Q. Does 2505 Bataan Avenue abut 11 Burma?

5 A. It's hard to describe.

6 Q. Can you please try to describe --

7 MR. BROAD: It's nearby.

8 MS. SENCER: I know it's nearby.

9 Q. Can you describe the geographic location --  
10 the geographic relation between 2505 Bataan Avenue and  
11 11 Burma?

12 A. 11 Burma -- we need a whole day to describe  
13 the history of that whole area, but 11 Burma is  
14 technically one block away from Bataan Avenue, and it's  
15 connected by Maritime.

16 MR. BROAD: There you go.

17 MS. SENCER: Q. When OPS was operating out of  
18 Bataan Avenue, did it have a -- is the Bataan Avenue  
19 facility, is that part of the Port, or the land adjacent  
20 to the Port that belongs to the City?

21 A. Before August 2006, it was Oakland Base Reuse  
22 Authority land, managed by the Port of Oakland.

23 Q. Did OPS have a lease with someone when it was  
24 operating at the 2505 Bataan Avenue location?

25 A. Yes.



1 Q. Who was that lease with?

2 A. OMSS.

3 Q. When did -- what was the length of term of  
4 that lease?

5 A. It's always month to month, and I don't recall  
6 the exact dates.

7 Q. When did OPS start operating at 2505 Bataan?

8 A. I can only guess.

9 MR. BROAD: Don't guess. You can give an  
10 estimate. Like, was it after the year 2000? before the  
11 year 2000? That type of thing.

12 THE WITNESS: In the 2003 range.

13 MS. SENCER: Q. In the period between 1997  
14 and 2003, where did OPS operate out of?

15 A. 300 Market Associates, I think, is what it was  
16 called, and before that it was Pacific American  
17 Warehousing.

18 Q. Did OPS have a lease directly with 300 Market  
19 Associates?

20 A. Yes.

21 Q. And what period of time did OPS operate at 300  
22 Market Associates?

23 A. The range of 1999 to 2003.

24 Q. Is 300 Market Associates located within the  
25 Port or in the Port area?

1 A. Port area.

2 Q. Is it in the portion of the land that was the  
3 Oakland Base Reuse that was managed by the Port?

4 MR. BROAD: If you know.

5 THE WITNESS: No.

6 MS. SENCER: Q. No, you don't know, or no, it  
7 isn't?

8 A. No, it's not.

9 MR. BROAD: I want to make sure. That's a  
10 legal definition there.

11 MS. SENCER: Q. Is 300 -- do you know if 300  
12 Market Associates was in a portion of the Port area  
13 operated by the City of Oakland?

14 A. No.

15 Q. No, you don't know, or no, it isn't?

16 A. No, it's not.

17 Q. When OPS was operating on Bataan Avenue, did  
18 it share its yard with any other companies or  
19 businesses?

20 A. Can you rephrase that?

21 Q. Sure.

22 In the period that OPS was operating at 2505  
23 Bataan Avenue under a lease from OMSS, were there other  
24 companies also located at 2505 Bataan Avenue?

25 A. Yes.



1 Q. What other companies?

2 A. I don't know. There was a lot of companies.

3 Q. And you had an understanding that each of them  
4 had their own lease with OMSS?

5 A. Yes.

6 Q. Why did AB Trucking move from Bataan Avenue to  
7 Burma?

8 A. Why did AB Trucking move from Bataan to Burma?  
9 We lost our lease.

10 Q. You lost your lease with OMSS, or OMSS lost  
11 their lease, to your knowledge?

12 MR. BROAD: I'm going to object as to having  
13 my client testify about OMSS. He can testify about OPS,  
14 and that's what I'm going to have him testify to.

15 THE WITNESS: I'll simplify it. The building  
16 was closed, so everybody lost their lease.

17 MS. SENCER: Q. Was there any lag time or  
18 downtime between operating on Bataan Avenue and  
19 operating on Burma?

20 A. "Lag time" meaning --

21 Q. Time in which AB Trucking was not operating  
22 due to its changing of location.

23 A. No.

24 Q. Did OPS enter into a new month-to-month  
25 arrangement with OMSS at Burma, or was it a continuation



1 of the agreement that was in place at Bataan?

2 A. No.

3 Q. Was it ever committed to writing?

4 A. The lease?

5 Q. Yes.

6 A. Yes..

7 Q. Does AB Trucking hold any license with the  
8 Port of Oakland?

9 A. No.

10 Q. Does AB Trucking have any contracts with the  
11 Port of Oakland?

12 A. You are defining the Port of Oakland as the  
13 Port of Oakland, not anybody in the Port area or  
14 terminal operations; is that correct?

15 Q. As I understand, terminal operations are  
16 separate, independent companies.

17 A. No.

18 Q. Does AB Trucking hold any license with the  
19 City of Oakland?

20 A. Yes.

21 Q. What kind of licenses do you hold with the  
22 City of Oakland?

23 A. I have a business license from the City of  
24 Oakland. We have a small local disadvantage license.  
25 That's all I can remember right now.

1 people that come in are Pacer, Reliable, Stockmeyer,  
2 BBC, TWIC employees. Anybody that wants to use the fax  
3 machine can come and use the fax machine.

4 Q. So any other employee or any other company  
5 operating out of the Burma Road facility will walk into  
6 your office and use the fax machine?

7 A. Not necessarily any -- there's variations. I  
8 mean, some are -- like, the TWIC office is using our  
9 conference room as their office, so yes, they use our  
10 machine to send off their faxes, but any driver, any  
11 person that wants to use a fax machine will use our fax  
12 machine.

13 Q. So OMSS, who is the holder of the lease from  
14 which AB Trucking operates at that facility, does not  
15 have their own fax machine and uses the AB Trucking fax  
16 machine?

17 A. That's correct.

18 (Deposition Exhibit No. 19 was  
19 marked for identification.)

20 MS. SENCER: Q. You have in front of a  
21 document that's been marked as Exhibit 19, which is 2007  
22 Godfrey 369. Do you see that?

23 A. Yes.

24 Q. Do you know what this document is?

25 A. Yes.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

State of California )

County of Alameda )

I, INGRID SKOROBOHATY, hereby certify that the witness in the foregoing deposition was by me duly sworn to testify to the truth, the whole truth and nothing but the truth in the within entitled cause; that said deposition was taken at the time and place herein named; that the deposition is a true record of the witness' testimony as reported to the best of my ability by me, a duly Certified Shorthand Reporter and disinterested person, and was thereafter transcribed under my direction into typewriting by computer; that the witness was given an opportunity to read, correct and sign the deposition.

I further certify that I am not interested in the outcome of said action nor connected with nor related to any of the parties in said action nor to their respective counsel.

IN WITNESS WHEREOF, I have hereunder

subscribed my hand on this 19<sup>th</sup> day of June

20 09.



INGRID SKOROBOHATY, CSR NO. 11669

1  
2  
3  
4  
5

**Index**



Exhibit G

Exhibit G

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

- - -

LAVON GODFREY AND GARY GILBERT, ON )  
BEHALF OF THEMSELVES AND ALL OTHERS )  
SIMILARLY SITUATED, )

PLAINTIFFS, )

VS. )

CASE NO.:  
RG08379099

OAKLAND PORT SERVICES CORP., DBA )  
AB TRUCKING, AND DOES 1 THROUGH 20, )  
INCLUSIVE, )

DEFENDANTS. )  
\_\_\_\_\_ )

DEPOSITION OF DAVID BLYTH  
SACRAMENTO, CALIFORNIA  
FRIDAY, JUNE 10, 2011

ATKINSON-BAKER, INC.  
COURT REPORTERS  
(800) 288-3376  
www.depo.com

REPORTED BY: PATRICIA GRAY-CONRAD, CSR No. 12633

FILE NO.: A505254

**Exhibit G**

1 Q Did you attend a telephone call of people who  
2 had decided to opt out of this lawsuit?

3 A No.

4 Q So you were terminated in 2009.

5 From 2009 to yesterday, when you saw Bill  
6 Aboudi, can you give me an estimate of how frequently  
7 you'd have a conversation with Bill Aboudi during that  
8 time period?

9 A Maybe a dozen times in the past two years.

10 Q Prior to yesterday, when was the last time you  
11 had spoken with Bill Aboudi?

12 A Couple of months ago probably.

13 Q In March?

14 A Maybe. I'm a very busy man so I never see  
15 him. I'll stop and say hi when I see him, but other  
16 than that.

17 Q And did you live for a period of time on AB  
18 Trucking's yard?

19 A Yes, I did.

20 Q When did that start?

21 A I believe it was like the end of 2008,  
22 beginning of 2009; somewhere right in that period.

23 Q How long did you live there?

24 A Couple of months.

25 Q Were you living in a trailer?



1 A Yeah, it was my trailer.

2 Q Did you make arrangements with AB Trucking to  
3 do that?

4 A Yes.

5 Q Who did you talk to?

6 A I talked to Bill Aboudi.

7 Q What did you ask him?

8 A If I could pull my trailer onto his yard.

9 Q How did he respond?

10 A He responded with a yes.

11 Q Did you explain to him that you would be  
12 living in the trailer?

13 A Yes.

14 Q Did he know how long you expected to be doing  
15 that?

16 A It was temporary. And yeah, he knew, yes.

17 Q When you stopped living on AB Trucking's yard,  
18 was that your decision?

19 A Yes.

20 Q What caused you to leave?

21 A My sister has Lupus and she asked me to step  
22 in and help her with her household bills.

23 Q Did you enter into any kind of written  
24 agreement with Bill Aboudi in order to live on AB  
25 Trucking's yard?

1 A No.

2 Q Did you agree to do anything in exchange for  
3 AB Trucking's allowing you to live on the yard?

4 A I cleaned up a little bit, watched the  
5 grounds. You know, it was kind of like a security guard  
6 type deal. While I was there, I kept my eyes open.

7 Q Was that an arrangement that you discussed  
8 with Bill Aboudi?

9 A Yes.

10 Q So I asked you if had you spoken to any female  
11 attorney about this case other than me and you said you  
12 don't recall.

13 A No, I don't.

14 Q Can you explain what you mean? Do you believe  
15 that you may have spoken to a female attorney about this  
16 case?

17 A No, I don't remember. Straight up, I just  
18 don't remember if anybody called me about it or not.

19 Q Do you know what company Miguel works for?

20 A Horizon.

21 Q What?

22 A Horizon.

23 Q What kind of company is Horizon?

24 A It's a trucking outfit.

25 Q Did you watch Miguel type up this letter?

1 A My sister asked me to move in with her.

2 Q Okay. And while we're at the yard, do you  
3 currently park your work truck, your big rig, at OMSS?

4 A Yes, I do.

5 Q How long have you been doing that?

6 A Probably the past 16 months.

7 Q Are you a tenant at OMSS?

8 A A tenant as far as?

9 Q Do you sublease a space at OMSS?

10 A Yes, I do.

11 Q And can you tell me, is it correct that today  
12 you are now an independent contractor?

13 A Yes, I am.

14 Q So you run your own trucking company?

15 A Yes, I do. I own my trucking company.

16 MS. DUNCAN: Objection as to the term "independent  
17 contractor." It calls for a legal conclusion.

18 BY MR. ABOUDI:

19 Q Do you own your own trucking company?

20 A Yes, I do.

21 Q How many trucks do you have?

22 A I have the one.

23 Q And can you tell me who else is a tenant at  
24 OMSS?

25 A Lots and lots of people.



1           When you were waiting in line in the port, for  
2           the port, at any point in the line whether outside of  
3           port property, in port property, were there times when  
4           you would eat in the truck?

5           A     Yeah.

6           Q     Would you consider those times that you were  
7           eating in the truck, while waiting in line, a meal  
8           period?

9           A     Sometimes.

10          Q     And why would you consider it sometimes to be  
11          a meal period?

12          A     Sometimes you have no choice. It's the nature  
13          of the business. If the line's miles and miles long, of  
14          course you're going to eat. You're going to drink.

15          Q     So what would -- finish.

16          A     No, go ahead.

17          Q     What would be the maximum amount of time that  
18          you would be stopped in one place not moving in line to  
19          enter the Port of Oakland?

20          A     It's an impossible question. The maximum  
21          time?

22          Q     That you, in your experience, working for AB  
23          Trucking, have been stopped in one place while waiting  
24          in line?

25          A     Couple hours. I mean, just dead stopped on



1 the side of the road, yeah.

2 Q And how frequently does that happen where it's  
3 one or two hours?

4 A That was quite the exception. They had a  
5 computer failure at the port and everybody sat in that  
6 line.

7 Q So that was a rare occasion?

8 A Yeah, very repair.

9 Q So on a typical day, your moving along in the  
10 line to get into the port.

11 Typically, how long would you be stopped in  
12 one place?

13 A In one place typically, just maybe under a  
14 minute every stop.

15 Q Okay.

16 A The line moves pretty well when you're on the  
17 street pulling in.

18 Q Then once you get into the port, does the  
19 amount of time you're stopped increase a bit?

20 A Once again, that's an impossible question  
21 because it's different every time you go in there.

22 Q Okay.

23 A Sometimes you can get in and out. I mean, you  
24 go in there. You hook your chassis. You go to your  
25 spot and you leave. Other times, you're stuck in there

REPORTER'S CERTIFICATE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

I, PATRICIA GRAY-CONRAD, CSR No. 12633, Certified Shorthand Reporter, certify;

That the foregoing proceedings were taken before me at the time and place therein set forth; at which time, the witness was placed under oath by me;

That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action.

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

Dated this 17th day of June, 2011.

*Patricia Gray-Conrad*

PATRICIA GRAY-CONRAD, CSR NO. 12633



//



Exhibit H

Exhibit H

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

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

vs.

Case No. RG08379099

OAKLAND PORT SERVICES CORP.  
D/B/A AB TRUCKING, and DOES  
1 through 20, inclusive,  
Defendants.

-----/

DEPOSITION OF JOSE LUIS NAVARRO  
JUNE 13, 2011  
ALAMEDA, CALIFORNIA

ATKINSON-BAKER, INC.  
COURT REPORTERS  
800-288-3376  
www.depo.com

REPORTED BY: DEBRA L. ACEVEDO-RAMIREZ, RPR, CSR. 7692  
Arizona 50807

FILE NO: A505421



1 taking a container that is latent (sic), the company  
2 gives us a number and this number is called a booking  
3 number. So, once we're there at the Port, we're there  
4 in line and we get to a certain speaker, so we give the  
5 information to the people who work there at the Port.  
6 Sometimes the number we've been given isn't correct.  
7 So, they make us get out of line to one side. We call  
8 back the company where we work and we tell them this  
9 number is no good. Then they take care of fixing that,  
10 but sometimes it takes a long time for that to happen.

11 Q. Okay. So this process that you have just  
12 described, the last time that you were stuck at the Port  
13 for eight hours, did this problem happen that you have  
14 just described?

15 A. Often. Often. This problem that I just  
16 described doesn't always last eight hours, but  
17 sometimes, yeah, three or four hours, it will last.

18 Q. Okay. So can you explain to me during a time  
19 when you had to wait at the Port for over four hours,  
20 when there was no problem like this with the container  
21 number --

22 A. Yes.

23 Q. -- where you would eat?

24 A. There, in the truck where I'm waiting.

25 Q. Okay. So, the situation you are describing

1 Q. Okay. And then you drop that container at the  
2 Port?

3 A. Yes.

4 Q. So when you return to the AB Trucking yard, do  
5 you return to pick up another container?

6 A. Another one, yes.

7 Q. Okay. Usually between 7:30 and the time that  
8 you take your lunch break at noon, do you take one  
9 uninterrupted rest period?

10 A. Well, no, because it's nothing when one is  
11 going to the Port. One is there waiting 10, 20,  
12 25 minutes until the lines start moving.

13 Q. Right. And when you are waiting until the  
14 lines start moving, your truck is on?

15 A. No.

16 Q. So your truck is off, but you are waiting in  
17 line?

18 A. Yes.

19 Q. Do you pull to the side?

20 A. Yes. Well, you know, the lines are right next  
21 to the emergency lanes, right there.

22 Q. Okay. Is it difficult to get back in line  
23 when you are finished with your break?

24 A. No, because nearly all the truckers who are  
25 waiting are in the same line. So we're all waiting.



1 wanted us to send a response back if I wanted to -- if I  
2 wanted to support all this and I sent a letter in which  
3 I said I wasn't in agreement with all of the...

4 Q. Okay. And when you say they said I could send  
5 a letter if I wasn't an agreement, who are you talking  
6 about?

7 A. Oh, my wife. I talked with her about this.

8 Q. Okay. Do you know if there were any other  
9 claims besides the claim about trainees being paid?

10 A. No.

11 Q. How did you know that was one of the claims?

12 A. Well, because when I got this letter, that's  
13 what I more or less understood.

14 Q. Could you show me what part you were looking  
15 at?

16 A. This part right here where it says -- where it  
17 says something about the trainees here. Right here in  
18 this part. I just read this part and then I didn't read  
19 any further than that. I put the papers aside and I  
20 didn't keep reading them. I forgot all about it for a  
21 time.

22 Q. Okay. And then what reminded you about it?

23 A. No. Well, talking about the same thing, they  
24 say here that they want us to respond whether I agree or  
25 not. So based upon experiences I've had, I decided to



1 send a letter saying no, I don't agree.

2 Q. Okay. And what experiences?

3 A. That's a lot of years ago. One time in the  
4 last job that I had before I started here, I had an  
5 accident regarding my back where I was injured and at  
6 that time I was affiliated with Teamsters, and they  
7 didn't want to help me. They didn't help me in regard  
8 to the accident that I had. So I said no, if they're  
9 going to start in with problems and if the same thing is  
10 going to happen as last time happened to me, then I  
11 would rather not get involved. So, I'm working very  
12 much at ease right now and I don't want any trouble.

13 Q. Okay. Did you believe that the Teamsters were  
14 affiliated with this case?

15 A. No, but, more or less, in there.

16 Q. And who told you that?

17 MR. ABOUDI: Objection. Misstates the  
18 witness' testimony.

19 BY MS. DUNCAN:

20 Q. Do you understand the question?

21 A. If could you repeat it, please.

22 Q. Well, I think I said who told you that and by  
23 that, I meant did anyone say anything to you about the  
24 Teamsters and this case?

25 A. No, but nearly as a regular thing when there

1       said the term comfortable enough. Were you concerned  
2       that there could be a problem if you participated in  
3       this lawsuit?

4       A.     Yes, conflicts and all that. I don't like  
5       being in conflict, because I'm working comfortably and  
6       I don't have any problems.

7       Q.     Okay. Do you know what Mr. Aboudi thinks  
8       about this lawsuit?

9               MR. ABOUDI:  Objection.  The question is  
10       ambiguous.

11              THE WITNESS:  No.

12       BY MS. DUNCAN:

13       Q.     Has he ever told you his opinion about the  
14       lawsuit?

15       A.     No.

16       Q.     Did anyone besides your wife talk to you about  
17       taking yourself out of the lawsuit?

18       A.     I spoke with the work mate, a fellow there  
19       that works in the yard, for him to fill out a letter for  
20       me because I didn't want to participate. So I asked for  
21       his help in filling out that letter. He helped me fill  
22       it out saying that I didn't -- I didn't want to  
23       participate in this.

24       Q.     And how did you know he could help you?

25       A.     Because he speaks English and he writes

1 Q. And then all of a sudden you believed that it  
2 was important?

3 A. I didn't think that either, until I got the  
4 second letter saying that, hi, to come here and testify.

5 Q. Okay. Well, you have sent in your request for  
6 exclusion, so at this time you are not part of the  
7 class, however, you still have the right to call the  
8 telephone number for more information here, which is the  
9 number here and speak with someone in Spanish who can  
10 explain to you what the claims are that are included in  
11 this lawsuit.

12 A. Okay.

13 Q. And then, finally, when you were just  
14 explaining that you hadn't talked to Jay Aboudi except  
15 for the problem with the tickets, could you explain to  
16 me what you mean by that?

17 MR. ABOUDI: Objection. It calls -- that  
18 information calls for privileged information protected  
19 by the attorney-client privilege and the attorney work  
20 product doctrine.

21 BY MS. DUNCAN:

22 Q. Mr. Navarro, are you represented by an  
23 attorney?

24 A. No.

25 Q. Okay. Then can you go ahead and answer the



1 question?

2 A. Oh, it's just a ticket that I had been given  
3 based upon the fact I didn't fill out the papers  
4 correctly and so since I didn't know much about that, I  
5 asked him for help with that, but that's all.

6 Q. So you asked him for help in an unrelated  
7 matter?

8 A. Um-hum, yes.

9 Q. And did you form a legal -- was he your legal  
10 representative?

11 A. Not legal, but he did accompany me to go and  
12 talk with the judge and accompanied me to go talk to the  
13 judge.

14 Q. And when did that occur?

15 A. That was about two or three years ago. I  
16 don't remember.

17 MS. DUNCAN: Okay. Off the record.

18 (Whereupon, a break was taken from 2:03 p.m.  
19 to 2:04 p.m.)

20 MS. DUNCAN: Okay. Back on the record.

21 Thank you.

22 THE WITNESS: You are welcome.

23 MR. ABOUDI: Thank you.

24 (Whereupon, proceedings concluded at  
25 2:04 p.m.)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN FRANCISCO )

I, DEBRA L. ACEVEDO-RAMIREZ, hereby certify:

That I am a Certified Shorthand Reporter of the State of California;

That in pursuance of my duties as such, I attended the proceedings in the foregoing matter and reported all of the proceedings and testimony taken therein;

That the foregoing is a full, true and correct transcript of my shorthand notes so taken.

Dated: June 21, 2011

*Debra Ramirez*  
DEBRA L. ACEVEDO-RAMIREZ, RPR, CSR 7692



Exhibit I

Exhibit I



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

6 Attorneys for Plaintiffs  
LAVON GODFREY and GARY GILBERT

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

10 LAVON GODFREY and GARY GILBERT, on ) Case No. RG08379099  
11 behalf of themselves and all others similarly )  
12 situated, )  
13 Plaintiffs, )  
14 v. )  
15 OAKLAND PORT SERVICES CORP. d/b/a )  
16 AB TRUCKING, and DOES 1 through 20, )  
17 inclusive, )  
18 Defendants. )

18 I, Ike Cooper, declare:

- 19 1. I make this declaration upon my personal knowledge, and, if called as a witness, I  
20 could competently testify to the facts hereinafter stated.
- 21 2. I began working for AB Trucking in March 2008 (as an unpaid trainee). AB  
22 Trucking called me to be a driver in or around July 2008. At the time I began working as a trainee  
23 in March 2008, I had my "Class A" commercial truck driving license.
- 24 3. For approximately three months of my employment with AB Trucking, I was  
25 "training," meaning that I rode in the cab of the truck with another driver. Sometimes I drove the  
26 truck and sometimes the other driver drove.
- 27 4. As a trainee, my schedule was 7:30-4:30, but I came at 7a.m. most of the time.
- 28 5. I was not paid for the time I was "training" at AB Trucking.

1           6.       During my first week, as an unpaid trainee with AB Trucking, I rode in the truck,  
2 picked up trailers and containers, hooked up trailers, performed pre and post trip vehicle  
3 inspections, dropped trailers off, drove loads to different cities, drove loads in and out of the Port  
4 of Oakland, learned the routes and picked up chassises.

5           7.       After about three months of training, it was getting difficult because I wasn't getting  
6 paid, so I stopped coming to train for about two weeks. Then, I got a call from management at AB  
7 Trucking to say that they had a truck for me and was I ready to drive. I was given my own truck to  
8 drive.

9           8.       I never signed a one-page agreement entitled, "Oakland Port Services Corporation  
10 Truck Driving Trainee Program: Trainee Participation and Release of Liability Agreement." I am  
11 not familiar with any document with this title.

12          9.       I was given a weekly schedule when I began training at AB Trucking. The  
13 dispatcher would tell me what time to come in. After I was assigned my own truck, I continued  
14 working on the same weekly schedule. I usually worked from 7:30a.m. - 4:30p.m., but sometimes  
15 I was told to come in earlier or to leave earlier.

16          10.      I filled out a trainee timesheet when I was training and a driver's timesheet when I  
17 was driving for AB Trucking. Both sheets were kept in the office area.

18          11.      When I was a driver with AB Trucking, I rode in the truck, picked up trailers and  
19 containers, hooked up trailers, performed pre and post trip vehicle inspections, dropped trailers off,  
20 drove loads in and out of the Port of Oakland, continued learning the routes and picked up  
21 chassises.

22          12.      As a driver with AB Trucking, at times I drove to different cities in the state of  
23 California.

24          13.      When I was training with AB Trucking, there was no pattern to the "meal and rest  
25 periods." The majority of the time the other driver and I would eat our lunch in the truck while  
26 driving down the road. I brought my food with me to eat and we ate it in the truck. We never  
27 stopped to eat for thirty (30) minutes.

28          14.      When I was a driver with AB Trucking, there was no pattern to the "meal and rest

1 periods." The majority of the time I ate my lunch in the truck with the motor running while  
2 waiting in line at the Port. At times, I would get something from the taco truck near the yard or go  
3 inside the AB Trucking office to warm my food in the microwave, but these breaks never lasted a  
4 full thirty (30) minutes.

5 15. When I started working in the summer of 2008, no one from management told me  
6 and the other drivers that we should take an hour meal period. Management did not say we had to  
7 write down on the time sheet that we took an hour meal period.

8 16. In approximately the fall of 2009 management started telling us that we needed to  
9 start taking our meal periods for an hour. One time, Bill Aboudi told me, "take your hour lunch,  
10 you're trying to make us look bad." I was surprised when he said this because I didn't know we  
11 were supposed to take an hour lunch.

12 17. After 2009, when we were allegedly supposed to take meal periods, at times, I  
13 would get stuck in the Port for hours and not get out until roughly 1:30p.m. I would stop to take  
14 my meal period, but the dispatcher would tell me, "it's too late, you have to keep going." Also  
15 after 2009, sometimes when it was slow, we were able to take a meal period. But when it was  
16 busier the dispatcher would make comments like, "this container needs to get in there right now."  
17 There was GPS on all the trucks and the dispatcher would see that we were not moving, so she  
18 would call us and say, "I need you to do this ... drop that and come do this." One time, I pulled off  
19 the freeway to use a bathroom at a Jack and the Box. Management started calling me to ask what I  
20 was doing.

21 18. I did not receive any additional orientation or training when I converted from a  
22 trainee to a driver.

23 19. I did not receive one 10-minute, paid, uninterrupted rest break for every four hours  
24 that I worked while I was a trainee, or while I was a driver, for AB Trucking.

25 20. I was never given a written policy on meal periods or rest breaks, or given an  
26 employee handbook.

27 21. I realized by looking at my paystubs and the weekly time sheets I filed out that AB  
28 Trucking was regularly deducting my pay for a meal period each day.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

22. I would usually work 9 hours in a day, but would only be paid for 8 hours because of the one hour deduction for a meal period I did not take. I usually worked 80 hours or more in two weeks, but I was typically paid only for 73-75 hours each two week period.

23. I never received overtime pay or pay at one and one-half times my hourly wage rate.

24. In approximately late March or early April 2011, Erik Gaines called me. Erik Gaines is a driver for AB Trucking who was employed there when I started. He asked me what I was going to do about the lawsuit. He wanted me to opt-out of the lawsuit. Erik Gaines said call this number, talk to the lady and opt-out. I didn't take the number. I didn't believe that Bill Aboudi treated me right when I was there, so I didn't want to opt-out.

25. On April 23, 2011 at 2:43 p.m. I received a missed call from Jay Aboudi. I know it was from his phone because the number showed up in my caller ID with his name. I don't know how he got my phone number. A true and correct copy of this picture is attached herewith as Exhibit A.

26. When I started being paid as a driver by AB Trucking my wage rate was \$11.00 per hour. My wage rate went up to \$12.00 about 6 months later and then to \$13.00 after that.

I declare under penalty of perjury that the facts stated above are true and correct of my own personal knowledge, except as to those facts stated on information and belief, and as to those facts, I believe them to be true.

Executed this \_\_\_\_\_ day of June, in \_\_\_\_\_, California.

  
IKE COOPER

118212/624707



SAMSUNG

3:47P

(266/270)

Aboudi Jay

2:43 PM, Sat, Apr 23

Kay Kay

10:43 AM, Fri, Apr 22

Kenneth

12:17 PM, Tue, Apr 1

OPEN Options

METROPCS



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PROOF OF SERVICE  
(CCP §1013)**

I am a citizen of the United States and resident of the State of California. I am employed in the County of Alameda, State of California, in the office of a member of the bar of this Court, at whose direction the service was made. I am over the age of eighteen years and not a party to the within action.

On January 27 2012, I served the following documents in the manner described below:

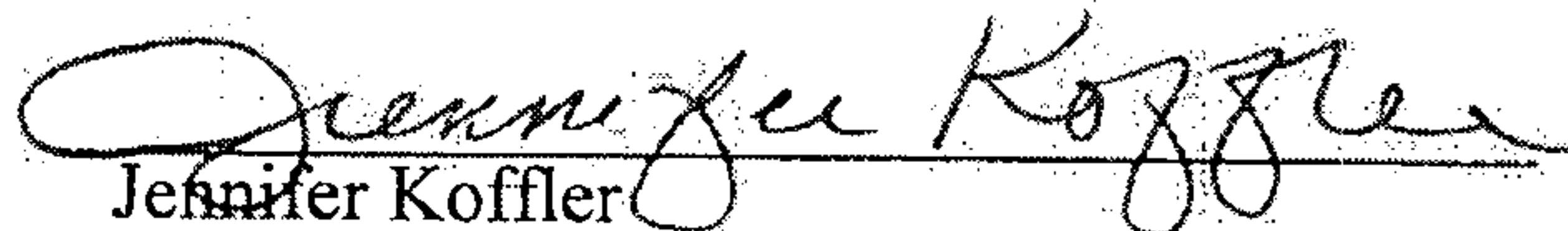
**DECLARATION OF LISL R. DUNCAN IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANT'S MOTION TO RECONSIDER CLASS CERTIFICATION ORDER, AMEND, MODIFY OR DECERTIFY A CLASS ACTION; CCP § 1008 AND CAL. RULES OF COURT, RULE 3.764**

- (BY U.S. MAIL) I am personally and readily familiar with the business practice of Weinberg, Roger & Rosenfeld for collection and processing of correspondence for mailing with the United States Parcel Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at Alameda, California.
- (BY OVERNIGHT MAIL) I am personally and readily familiar with the business practice of Weinberg, Roger & Rosenfeld for collection and processing of correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained by United Parcel Service for overnight delivery.
- (BY ELECTRONIC SERVICE) By electronically mailing a true and correct copy through Weinberg, Roger & Rosenfeld's electronic mail system from jkoffler@unioncounsel.net to the email addresses set forth below.

On the following part(ies) in this action:

Mr. Guy A. Bryant  
Bryant & Brown  
476 3rd Street  
Oakland, CA 94607  
(510) 836-7564 (fax)  
guybryant@bryantbrownlaw.com

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on January 27, 2012, at Alameda, California.

  
Jennifer Koffler

118212/651241



Weinberg, Roger & Rosenfeld  
Attn: Rosenfeld, David A.  
1001 Marina Village Parkway,  
Ste. 200  
Alameda, CA 94501-1091

AB Trucking, Inc.

---

**Superior Court of California, County of Alameda**  
**Rene C. Davidson Alameda County Courthouse**

---

Godfrey

Plaintiff/Petitioner(s)

VS.

AB Trucking, Inc.

Defendant/Respondent(s)  
(Abbreviated Title)

No. RG08379099

Case Management Order

Complaint Business Tort/Unfair Business Practice

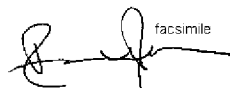
**ORDER re: CASE MANAGEMENT**

The Court has ordered the following after review of the case, including timely filed Case Management Statements, without a conference.

The Court orders the matter continued to 11/16/2012 at 2:00 p.m. for Case Management Conference Continuance.

Any delay in the trial, caused by non-compliance with any order contained herein, shall be the subject of sanctions pursuant to CCP 177.5.

Dated: 09/06/2012

A handwritten signature in black ink, appearing to read "R. Freedman", with the word "facsimile" written in small text to its right.

---

Judge Robert B. Freedman