

FILED
ALAMEDA COUNTY

JUL 19 2010

CLERK OF THE SUPERIOR COURT
By *[Signature]* Deputy

ORIGINAL

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10 Attorneys for Plaintiffs
11 LAVON GODFREY and GARY GILBERT

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

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

17 Plaintiffs,

18 v.

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

22 Defendants.

Case No. RG08-379099

) DECLARATION OF PLAINTIFF LAVON
) GODFREY IN SUPPORT OF
) PLAINTIFFS' MOTION FOR CLASS
) CERTIFICATION

) Date: August 20, 2010

) Time: 10 a.m.

) Dept: 20

) Judge: Robert B. Freedman

23 I, Lavon Godfrey, declare:

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

26 2. I applied for a truck driving position with AB Trucking on December 22, 2006. At
27 the time I applied for this position, I had my "Class A" commercial truck driving license.

28 3. I began working for AB Trucking on or about December 27, 2006.

1 4. For approximately the first three weeks of my employment with AB Trucking, I was
2 "training," meaning that I rode in the cab of the truck with another driver. Sometimes I would
3 drive and sometimes the other driver would drive.

4 5. I was paid for the time I was "training" at AB Trucking.

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

5 7. To my knowledge, when I was being trained, there were two other drivers who were
6 being trained like me. I do not know whether these two other trainees were being paid for their
7 time. Although I had my Class A license at the time, the other two trainees did not yet have Class
8 A licenses.

9 8. After about three weeks of training, I was given my own truck to drive. I do not
10 remember having to fill out any documents before getting assigned the truck, one day the
11 management simply told me which truck I would be using.

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

15 10. I was given a weekly schedule when I began training at AB Trucking. The schedule
16 told me to report in the morning at a certain time to a certain truck. After I was assigned my own
17 truck, I continued working on the same weekly schedule.

18 11. I filled out a weekly time sheet when I was training and when I was driving for AB
19 Trucking that was kept in the office area. The format of the time sheet did not change after I was
20 assigned my own truck.

21 11. After the first three weeks, as a driver with AB Trucking, I rode in the truck, picked
22 up trailers, hooked up trailers, performed pre and post trip vehicle inspections, dropped trailers off,
23 drove loads in and out of the Port of Oakland, and picked up chassises.

24 12. As a driver with AB Trucking I only drove back and forth within the Port of
25 Oakland. I did not drive to different cities.

26 13. When I was training with AB Trucking, there was no pattern to the "meal and rest
27 periods." The majority of the time the other driver and I would eat our lunch in the truck while

1 driving down the road. If I did not have food with me, the other driver would share his food with
2 me. There were only a few occasions where we stopped to eat. When we were driving back and
3 forth from the Port of Oakland, we almost always ate our lunch in the truck with the motor running
4 while we were waiting in line at the Port.

5 14. When I was a driver with AB Trucking, there was no pattern to the "meal and rest
6 periods." I understood that I could take bathroom breaks when I needed to, but once management
7 made a deduction from my pay because he said I was not working when I was really just taking a
8 bathroom break. Management also showed me a photograph on the internet of a funnel device
9 used by women to facilitate going to the bathroom in a plastic bottle suggesting that he would buy
10 me one in order to keep up with the male truck drivers' ability to take bathroom breaks while
11 continuing to drive, so I would not have to stop.

12 15. The majority of the time I ate my lunch in the truck with the motor running while
13 waiting in line at the Port. At times, I would grab a burrito from the taco truck near the yard or go
14 inside the AB Trucking office to warm my food in the microwave, but these breaks never lasted a
15 full thirty (30) minutes. One time when I went to heat my food in the break room, AB Trucking's
16 president told me to get back in the truck and that I should eat my lunch in the truck in line at the
17 Port.

18 16. I did not receive any additional orientation or training when I converted from a paid
19 trainee to a driver. At no time did anyone from the company tell me that I could take meal periods
20 or rest breaks. I was never given a written policy on meal periods or rest breaks, or given an
21 employee handbook. I was never asked to record meal periods or rest breaks.

22 17. I realized by looking at my paystubs and the weekly time sheets I filed out that AB
23 Trucking was regularly deducting one hour of pay for a meal period each day. I never received a
24 one hour meal period when I worked for AB Trucking. When I told another driver about the time
25 that was being deducted from my paycheck for meal and rest breaks he said, "That's the way Bill
26 be doing it." Bill is William Aboudi, the president of AB Trucking.


27 18. At times, I would work more than 8 hours in a day or 40 hours in a week when

1 working for AB Trucking. Sometimes, I would work 9 hours and only be paid for 8 hours because
2 of the one hour deduction for a meal period I did not take.

3 19. I never received overtime pay, or pay at one and one-half times my regular wage
4 rate, when I worked for AB Trucking.

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

8 Executed this 12 day of July 2010, in Oakland, California.

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10 
11 LAVON GODFREY

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PROOF OF SERVICE
(CCP 1013)

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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 19, 2010, I served upon the following parties in this action:

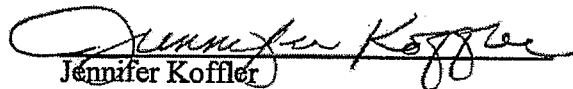
Jay Ian Aboudi
The Law Office of Jay Ian Aboudi
1855 Olympic Blvd., Ste. 210
Walnut Creek, CA 94596

copies of the document(s) described as:

DECLARATION OF PLAINTIFF LAVON GODFREY IN SUPPORT OF PLAINTIFFS' MOTION FOR CLASS CERTIFICATION

- 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 July 19, 2010.


Jennifer Koffler

118212/555975