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FILED
 ALAMEDA COUNTY

JUL 19 2010

CLERK OF THE SUPERIOR COURT
 By *Lisl R. Duncan* Deputy

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.	RG 08-379099
11	behalf of themselves and all others similarly)		
12	situated,)		
13	Plaintiffs,)		DECLARATION OF LISL R. DUNCAN
14	v.)		IN SUPPORT OF PLAINTIFFS' MOTION
15	OAKLAND PORT SERVICES CORP. d/b/a)	Date: August 20, 2010	FOR CLASS CERTIFICATION
16	AB TRUCKING, and DOES 1 through 20,)	Time: 10:00 a.m.	
17	inclusive,)	Dept: 20	
	Defendants.)	Judge: Robert Freedman	

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

- 19 1. I am an attorney duly licensed to practice law before all the courts in the State of
 20 California, and I am an associate with Weinberg, Roger & Rosenfeld, the attorneys of record for
 21 Plaintiffs Lavon Godfrey and Gary Gilbert. I have personal knowledge of the following facts, and
 22 if called to testify, I could and would competently testify to each fact contained in this declaration.
- 23 2. For the Court's convenience, a copy of the Complaint is attached hereto as Exhibit
 24 A.
- 25 3. A true and correct copy of excerpts from the reporter's transcript of the deposition
 26 of William Aboudi, president of Defendant Oakland Port Services and the individual produced by
 27 Defendant as its person most knowledgeable regarding the company's timekeeping practices, daily
 28 operations, policies and practices regarding meal periods and rest periods, and compliance with

1 wage/hour laws, is attached hereto as Exhibit B.

2 4. A true and correct copy of excerpts from the reporter's transcript of the deposition
3 of Jovi Aboudi, the individual produced by Defendant as its person most knowledgeable regarding
4 the company's payroll system and payment of wages, is attached hereto as Exhibit C.

5 5. Prior to Mr. Aboudi's deposition, Plaintiffs propounded requests for production of
6 documents on Defendant. In response, Defendant provided responses and documents, bates
7 stamped: OPS 00001 – 00280, Godfrey 2004 0001 – 0245, Godfrey 2005 0001 – 0307, Godfrey
8 2006 0001 – 0423, Godfrey 2007 0001 – 0557, Godfrey 2008 0001 – 0111. Some of these
9 documents were introduced and authenticated in the depositions of Mr. Aboudi and Ms. Aboudi.

10 6. A true and correct copy of excerpts from the reporter's transcript of the deposition
11 of Plaintiff Lavon Godfrey, is attached hereto as Exhibit D.

12 7. A true and correct copy of excerpts from the reporter's transcript of the deposition
13 of Plaintiff Gary Gilbert, is attached hereto as Exhibit E.

14 8. From responses and documents received during discovery, it is apparent that
15 Oakland Port Services, d/b/a AB Trucking has no training manuals or materials related to meal and
16 rest periods or written policy on meal and rest periods. This determination is made based on
17 Defendant's responses to Plaintiffs' requests for production of documents 33, 34, and 36 and
18 Defendant's responses to Plaintiffs' Special Interrogatories 41 and 43. Attached hereto as Exhibit
19 F are Plaintiffs' Requests for Production of Documents, Set 1. Attached hereto as Exhibit G are
20 Defendant's Responses to Plaintiffs' requests for production for documents. Attached hereto as
21 Exhibit H are Plaintiffs' Special Interrogatories, Set 1. Attached hereto as Exhibit I are
22 Defendant's responses to Plaintiffs' special interrogatories, Set 1. In these responses, AB Trucking
23 states that there are no training materials. This is confirmed through the document production,
24 which, although providing Plaintiffs' with nearly 2,000 pages of documents, contains not a single
25 page of training materials or manuals provided to the drivers. Further, the Deposition testimony of
26 Mr. Aboudi, attached above as Exhibit B, supports this conclusion as Mr. Aboudi testifies, on
27 pages 57: 12-17, 58:16-59:12, 116:13-118:8, 118:12-25, that there were no written training
28 materials provided to the drivers.

1 9. Mr. Aboudi's deposition testimony confirms that AB Trucking uses the same
2 payroll processing system for all the drivers and produces earnings statements that are identical in
3 form. See exhibits 2 – 4, 10 to Exhibit B.

4 10. Weinberg, Roger & Rosenfeld is a 40-attorney firm based in Alameda, California
5 with additional offices in Sacramento, Los Angeles, and Honolulu. The Weinberg, Roger &
6 Rosenfeld law firm is one of the largest and most prominent union-side labor law firms in the
7 country. The firm's primary practice is to represent employees, unions, and employee benefit
8 plans in relation to all aspects of their legal needs. Our litigation practice ranges from wage and
9 hour class actions to labor arbitrations to appellate work. The firm has represented employees in
10 numerous wage and hour lawsuits brought as class actions, including, among others, the seminal
11 *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575 (holding that employees must be
12 compensated for required time on employer-provided buses under California law). Other
13 successful wage and hour class actions brought by the firm include *Weddle et al. v. Frito-Lay Inc.*,
14 No. C 99-05272 PJH (N.D. Cal.) and *Yarbrough et al. v. Labor Ready, Inc.*, No.836186-2
15 (Alameda County Superior Court). A firm resume is attached hereto as Exhibit J.

16 11. David Rosenfeld, the supervising attorney in this case, is a named shareholder of the
17 law firm. Mr. Rosenfeld has been practicing union side labor law since his graduation from
18 University of California, Berkeley, Boalt Hall School of Law, in 1973. Since 2004, Mr. Rosenfeld
19 has taught Labor Law and various Employment Law classes and seminars at Boalt Hall. Mr.
20 Rosenfeld has argued many important cases before the United States Supreme Court, the California
21 Supreme Court, various federal and state courts of appeal and the National Labor Relations Board.
22 He had primary responsibility for the seminal wage and hour cases of *Morillion v. Royal Packing*
23 *Co.* (2000) 22 Cal.4th 575, broadening an employer's obligation to pay for all hours worked to
24 include travel time on company vehicles, and *Cicairos v. Summit Logistics, Inc.* (2005) 133
25 Cal.App.4th 949, an ongoing wage/hour litigation regarding breaks for meals and rest. He has also
26 brought other successful wage and hour class actions, including but not limited to *Fitz et al. v. Able*
27 *Iron Works*, Los Angeles Superior Court Case No. BC343271; *Hernandez et al. v. Central Precast*
28 *Concrete, Inc.*, Alameda Superior Court Case No. RG05247294; *Matthews et al. v. Petrochem*

1 *Insulation, Inc.*, Alameda Superior Court Case No. 2002067565; *Weddle et al. v. Frito-Lay Inc.*,
2 No. C 99-05272 PJH (N. D. Cal.); and *Yarbrough et al. v. Labor Ready, Inc.*, No.836186-2
3 (Alameda County Superior Court).

4 12. Caren Sencer is a shareholder at the Law Firm and was admitted to the California
5 Bar in 2004. Her practice includes the representation of unions, their members and working people
6 in both state and federal court as well as in administrative proceedings. She graduated from the
7 University of California, Berkeley, Boalt Hall in 2004 where she served as the Editor in Chief of
8 the Berkeley Journal of Employment and Labor Law for the 2003-2004 publications. She has
9 worked with Mr. Rosenfeld on many of the cases referenced above including *Quintero, et al. v.*
10 *KCB Towers, Inc.*, San Bernardino County Superior Court No. SCVSS 144871; *Fitz et al. v. Able*
11 *Iron Works*, Los Angeles Superior Court Case No. BC343271; *Hernandez et al. v. Central Precast*
12 *Concrete, Inc.*, Alameda Superior Court Case No. RG05247294 and both the trial court and
13 appellate work in *Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, San Joaquin
14 County Superior Court No. CV 014837 and its companion case, *Bluford v. Safeway, Inc.* San
15 Joaquin County Superior Court No. CV 028541.

16 I am a second-year associate at the Law Firm and was admitted to the California Bar in
17 2008. I graduated from University of California, Hastings College of the Law in 2008. While at
18 Hastings, I served as the Editor in Chief for the Hastings Race & Poverty Law Journal.

19 14. Caren P. Sencer and I, both firm attorneys, have been litigating this case and will
20 continue to do so as part of the class counsel team along with Mr. Rosenfeld. Our practice areas
21 include the representation of unions, their members and working people in both state and federal
22 court as well as in administrative proceedings. Caren Sencer and I have been particularly active in
23 the firm's wage and hour practice, including prevailing wage litigation and class representation.
24 See the firm resume attached hereto as Exhibit J for further details if desired.

25 15. Our firm is able and willing to devote substantial resources to this matter and will
26 vigorously represent the class. We have vigorously investigated and prosecuted the class
27 members' claims, by litigating pleadings issues in the Superior Court and in the Court of Appeal,
28 propounding and enforcing written discovery, taking depositions, and analyzing Defendant's

1 voluminous document production.

2 16. The named plaintiffs have devoted considerable time and effort to this action,
3 meeting with Plaintiffs' counsel, responding to written discovery requests, and testifying at
4 depositions. (See the Declaration of Lavon Godfrey and the Declaration of Gary Gilbert filed
5 concurrently.) Plaintiffs propose to serve as representatives of the class, and their declarations
6 have been provided in support of the Motion for Class Certification. They seek to assert the claims
7 alleged herein not only on their own behalf, but on behalf of all similarly-situated individuals.

8 17. Plaintiffs have plead this action as a class action seeking to represent a class of *all*
9 *drivers who performed work for AB Trucking out of its Oakland, California facility from the period*
10 *of March 28, 2004 through March 28, 2008.* Plaintiffs propose sub-classes for purposes of clarity.
11 Specifically, "all drivers" in the putative class will either fall into an "All Hours Worked" subclass
12 or a "Misclassified Employee or No Wages Received" subclass.¹ Drivers who were considered by
13 Defendant to be employee drivers were not paid for all hours worked because there were times that
14 drivers were performing work, when they were not compensated. Drivers who were considered by
15 Defendant to be non-employee trainees were not paid at all.

16 Regardless of whether a driver falls into the "All Hours Worked" subclass or the
17 "Misclassified Employee or No Wages Received" subclass, that same driver may also properly be
18 a member of the "Overtime" subclass, "Living Wage" subclass, and/or "Meal and Rest Period"
19 subclass. Both drivers in the "All Hours Worked" subclass and drivers in the "Misclassified
20 Employee or No Wages Received" subclass, are owed wages by Defendant, the difference is
21 simply why they are owed wages. The rate at which the drivers should have been paid (the
22 overtime wage rate and/or living wage rate), will apply to either subclass. Similarly, whether
23 drivers received all required meal and rest periods applies regardless of whether that driver was
24 classified as an employee or a non-employee.

25 In sum, Plaintiffs seek to represent a class of all drivers as described in detail above. This
26

27 ¹ It is possible an individual might fit into the "Misclassified Employee or No Wages Received" subclass during the
28 first period of his/her employment and then later in that employment transition into the "All Hours Worked" subclass
because he/she is later hired as an employee. However, during any one given time period, an individual could not be
part of *both* of these two subclasses *at the same time*.

1 class is divided into two sub-classes: the "All Hours Worked" subclass and the "Misclassified
2 Employee or No Wages Received" subclass. The full class described above may also be divided
3 into the "Overtime"," "Living Wage", and/or "Meal and Rest Period" subclasses.

4 18. On May 5, 2010, I sent an information request via email and regular mail to the Port
5 of Oakland seeking all documents provided to Oakland Port Services Corporation and/or AB
6 Trucking and/or OMSS, which the Port produced on or about April 12, 2010. Attached herewith is
7 a true and correct copy of this correspondence is attached as Exhibit K. On June 15, 2010 received
8 correspondence from the Port and on June 23, 2010, our office received eight pages of
9 documentation via email and PDF from the Port in response to our request. A true and correct
10 copy of this correspondence and the information provided is attached herewith as Exhibit L. This
11 information shows Defendant was approved for a "space assignment" by the Port of Oakland for
12 "OAB Bldg R070 Rooms 2, 17, 22, 23 at Bataan Avenue" on February 28, 2005. This "space
13 assignment" was signed by William Aboudi, president of AB Trucking, a representative of the
14 Port's Risk Management Office, and the Manager of Tenant Services and Chief Wharfinger of the
15 Maritime Division. On July 14, 2010, I printed a copy of the Board of Port Commissioners Port of
16 Oakland Tariff No. 2-A, Section 1: Definition of Technical Terms. Page 6 of the PDF file (labeled
17 on the document itself as "original page 18") defines "space assignment." A true and correct copy
18 of page 6 ("original page 18") is attached herewith as Exhibit M (available at
19 http://www.portofoakland.com/pdf/mari_tarif_02_2007.pdf; last viewed July 14, 2010).

20 I declare under penalty of perjury that the foregoing is true and correct from my own
21 personal knowledge. Executed this 19 day of July 2010, in Alameda, California.

22 
23 LISL R. DUNCAN

24 118212/547141

A

EXHIBIT A

MAR 28 2008
DOROTHY L LEE

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9 Attorneys for Plaintiff
10 Lavon Godfrey

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

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

15 Plaintiff,

16 v.

17 AB TRUCKING, INC., OAKLAND PORT
18 SERVICES CORP., BILL ABOUDI and DOES
19 1 through 20, inclusive,

20 Defendants.

) Case No. **RG 08 - 379099**
) **COMPLAINT FOR UNFAIR**
) **BUSINESS PRACTICES AND**
) **VIOLATIONS OF THE LABOR CODE**
)
) **CLASS ACTION**

21 I. INTRODUCTION

22 This is an action brought by Plaintiff LAVON GODFREY ("Plaintiff"), on her own behalf
23 and on behalf of all those similarly situated, against Defendant AB TRUCKING, INC.,
24 OAKLAND PORT SERVICES CORP., and BILL ABOUDI (collectively "Defendants") and other
25 as yet unnamed defendants, alleging unfair business practices, violations of the California Labor
26 Code and violations of the Port of Oakland Living Wage Ordinance (Oakland City Charter, Section
27 728). Plaintiff seeks restitution, equitable accounting, statutory penalties, damages including
28 declaratory and injunctive relief, attorneys' fees, and costs of suit.

II. PARTIES

1. Plaintiff LAVON GODFREY was at all relevant times herein employed by
Defendants as a truck driver at the Port of Oakland in California. She brings this action on her own

1 behalf and on behalf of others similarly situated.

2 2. AB TRUCKING, INC. and OAKLAND PORT SERVICES CORP. are business
3 entities doing business in California, and are each a "person" as defined in California Labor Code
4 § 18, and California Business and Professions Code § 17201. In addition, Defendants are each an
5 "employer" as that term is used in the California Labor Code and in the California Industrial
6 Welfare Commission's orders regulating wages, hours, and working conditions.

7 3. Defendants AB TRUCKING, INC and OAKLAND PORT SERVICES CORP. are
8 each incorporated in California and have corporate offices and are licensed to do business within
9 the state.

10 4. BILL ABOUDI is believed to be the principal officer and alter-ego of both AB
11 TRUCKING, INC. and OAKLAND PORT SERVICES CORP.

12 5. Defendants are each Port Assisted Businesses (PAB) under the Living Wage
13 Charter Amendment of the Oakland City Charter, § 728. Defendants are believed to have contracts
14 with the Port of Oakland which result in the employment of more than 20 person and/or receive
15 financial assistance from the Port of no less than \$50,000.

16 6. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as
17 DOES 1 through 20, inclusive, and therefore sue these Defendants by such fictitious names.
18 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.

19 7. At all relevant times herein, Defendants were the agents of each other and acting
20 within the course and scope of their agency.

21 8. Venue is proper based on the location of the majority of Plaintiff's work as well as
22 the location of the commission of the acts alleged herein. The work giving rise to this complaint
23 was performed in various counties in California but was based out of Alameda County. The Court
24 has jurisdiction over this action pursuant to Subsection 9 of Oakland City Charter, § 728 which
25 allows enforcement in any superior court of the state of California. Section 9(A) states:

26 Any person claiming a violation of this Section may bring an action against
27 the PAB in the Municipal Court or Superior Court of the State of California,
28 as appropriate, to enforce the provisions of this Section and shall be entitled
to all remedies available to remedy any violation of this Section, including
but not limited to back pay, reinstatement or injunctive relief. Violations of

1 this Section are declared to irreparably harm the public and covered
2 employees generally.

3 The relief requested is within the jurisdiction of this Court.

4 **III. FACTUAL ALLEGATIONS**

5 9. During the four years prior to the filing of this action, Defendant provided
6 transportation of product and containers to and from the Port of Oakland to various locations
7 within California.

8 10. Defendant engaged in:

- 9 • a pattern and practice of failing to provide meal and rest periods as required
10 under California law;
- 11 • a pattern and practice of failing to provide minimum compensation under the
12 Port of Oakland Living Wage Ordinance;
- 13 • a pattern and practice of failing to provide employees with adequate wage
14 statements;
- 15 • a pattern and practice of failing to pay wages for all hours worked;
- 16 • a pattern and practice of failing to keep accurate logs of driving work
17 performed by employees;
- 18 • a pattern and practice of failing to provide all compensation owed in a
19 timely manner; and
- 20 • a pattern and practice of failing to provide all compensation owed at the
21 termination of employment.

22 11. The wages, hours and working conditions of individuals employed in the
23 transportation industry are regulated by Industrial Wage Commission Wage Order 9, Cal. Code
24 Regs. tit. 8, § 11090.

25 12. IWC Wage Order 9, section 4, and Labor Code § 1194 require an employer to
26 provide compensation for all hours worked.

27 13. Plaintiff alleges that the Defendants regularly did not pay employees for time
28 worked.

1 14. Under the terms of IWC Wage Order 9, section 11, employees are required to
2 receive a ½ hour unpaid, off-duty meal period during each eight (8) hour shift. Employees
3 working beyond ten (10) hours in a day are entitled to a second ½ hour unpaid, off-duty meal
4 period.

5 15. Under the terms of IWC Wage Order 9, section 12, employees are entitled to two
6 (2) uninterrupted 10 minute rest periods during each eight (8) hour shift.

7 16. Labor Code § 226.7 requires employers to provide employees with meal and rest
8 periods mandated by the IWC wage orders and provides for wages of one additional hour of pay at
9 the employee's regular rate to compensate for each day such meal and/or rest period was not
10 provided up to a maximum of 2 additional hours of compensation per day.

11 17. California Labor Code § 512 prescribes when meal periods must be provided. An
12 employee is entitled to one thirty minute meal period in the first 8 hours of work and a second meal
13 period if the employee works more than 10 hours of work. Under the terms of Labor Code § 512,
14 an employee may consent to waiver of a meal period but may not consent to waive his second meal
15 period if he waived the first meal period.

16 18. The Defendants regularly failed to provide Plaintiff and others their right to the state
17 mandated ½ hour off-duty meal period and failed to authorize uninterrupted rest periods.

18 19. Plaintiff has not been compensated one additional hour for each day a meal and or
19 one additional hour for each day a rest period has not been provided.

20 20. Oakland City Charter Section 728 requires that all Port-Assisted Businesses provide
21 compensation not less than the Oakland living wage. The current Minimum Compensation is
22 \$11.58 without benefits and \$10.07 with benefits according Oakland Municipal code section 2.28

23 21. The Defendants have failed to provide at least the Oakland living wage rate for each
24 hour worked.

25 22. Labor Code §§ 201 and 202 require the payment of all wages due upon the
26 termination of the employment relationship.

27 23. The Defendants failed to provide Plaintiff and others similarly situated with their
28 final paychecks until after the termination of the employment relationship. Defendants failed to

1 provide all wages due in the final paycheck and have failed to make such payment to date.

2 24. California Labor Code § 226 requires the employer to provide each employee with
3 an accurate itemized wage statement showing, among other things, all hours worked and the
4 correct hourly rate provided to the employee for those hours worked. Failure to provide this
5 accurate statement allows the employee to collect damages, seek injunctive relief and recover
6 penalties.

7 25. Defendants have failed to provide an accurate itemized wage statement reflecting
8 the total hours of each category of compensation earned and the itemized wage statements fail to
9 provide adequate information regarding the employer and the home address of the employee.

10 26. As a proximate and direct result of Defendants' actions, Plaintiff and others
11 similarly situated have suffered damages and are entitled to penalties in an amount to be specified
12 at trial.

13 27. As a proximate and direct result of Defendants' actions, Defendants unlawfully
14 acquired money or property from Plaintiff and others similarly situated in an amount to be
15 specified at trial.

16 IV. CLASS ALLEGATIONS

17 28. Plaintiff realleges, and incorporates by reference, the allegations contained in
18 paragraphs 1 through 27 above, as if fully stated herein.

19 29. Plaintiff brings this action on behalf of herself and all other current and former
20 employees similarly situated as a class action under Code of Civil Procedure § 382. Plaintiff seeks
21 to represent the following classes:

22 All employees and former employees of Defendants employed in California
23 who were not paid for all hours worked in any work week in the four years
24 prior to the filing of this lawsuit and who are entitled to all restitutionary
relief, legal relief and attorney's fees and costs.

25 All employees and former employees of Defendants who were not provided
26 rest breaks or meal periods as required by California in the four years prior
to the filing of this lawsuit and who are entitled to all restitutionary relief,
legal relief and attorney's fees and costs.

27 All employees and former employees of Defendants who have worked for
28 Defendants at the Port facility for the period 4 years immediately preceding

1 the filing of this action and who have not been paid the minimum
2 compensation required by Oakland Charter Section 728.

3 All employees and former employees of Defendants who were not provided
4 accurate itemized wage statements as required by California law in the year
5 prior to the filing of this lawsuit and who are entitled to all restitutionary
6 relief, legal relief and attorney's fees and costs.

7 All employees and former employees of Defendants who were not paid in a
8 timely basis upon termination as required by California law in the four years
9 prior to the filing of this lawsuit and who are entitled to all restitutionary
10 relief, legal relief and attorney's fees and costs.

11 30. Plaintiff reserves the right under Rule 1855(b), California Rules of Court to
12 amended or modify the class description with greater specificity or further division into sub-classes
13 or limitation to particular issues.

14 31. This action may be properly maintained as a class action under Code of Civil
15 Procedure § 382 because there is a well-defined community of interest in the litigation and the
16 proposed class is easily ascertainable:

17 **A. Numerosity**

18 32. The members of the proposed class are so numerous that joinder of all the members
19 of the class is impracticable. While the precise number of class members has not been determined
20 at this time, Plaintiff is informed and believes that Defendants employed more than 50
21 transportation employees during the relevant period.

22 33. Plaintiff alleges Defendants' employment records would provide information as to
23 the number and location of all class members. Those records will furthermore disclose the amount
24 of time worked, hours for which pay was received, and whether meal and rest periods were
25 provided, or Plaintiff and others similarly situated will have their own reasonable estimates of such
26 monies.

27 **B. Commonality**

28 34. There are questions of law and fact common to the class that predominate over any
29 questions affecting only individual class members. These common questions of law and fact
30 include, without limitation:

31 a. Whether Defendants violated Labor Code § 1194 and Industrial Welfare

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Commission Order 9-2001, Section 4, by failing to provide compensation for each hour worked;

- b. Whether Defendants violated Labor Code § 512 and IWC Wage Order 9, sections 11 and 12 by failing to provide meal and rest periods to employees;
- c. Whether Defendants violated § 226.7 of the Labor Code by failing to provide off duty meal periods and rest periods without providing employees with compensatory remunerations;
- d. Whether Defendants violated Oakland City Charter § 728 by failing to provided the living wage to employees for each hour worked;
- e. Whether Defendant violated Labor Code §§ 201 and 202 by failing to pay all wages due at the time of termination of employment;
- f. Whether Defendant violated Labor Code § 204 by failing to provide all wages due on a biweekly basis; and
- g. Whether Defendant violated Labor Code § 226 by failing to provide accurate itemized wage statements showing the applicable hourly rate for each hour worked and each category of compensation received.

C. Typicality

35. The claims of the named Plaintiff is typical of the claims of the proposed class. Plaintiff and all members of the proposed class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations as alleged herein.

D. Adequacy of Representation

36. Plaintiff is an adequate representative of the proposed class in that Plaintiff has the same interests in the litigation of this case as the proposed class members. Plaintiff is committed to vigorous prosecution of this case and has retained competent counsel who is highly experienced in class action and wage and hour litigation of this nature. Plaintiff is not subject to any individual defenses different from those conceivably applicable to the Class as a whole.

///

1 E. Superiority of Class Action

2 37. A class action is superior to other available means for the fair and efficient
3 adjudication of this controversy. Individual joinder of all proposed class members is not
4 practicable, and questions of law and fact common to the class predominate over any questions
5 affecting only individual members of the class. Each member of the class has been damaged and is
6 entitled to recovery by reason of Defendants' illegal policies and/or practices with respect to
7 overtime, failure to pay prevailing wages, failure to provide meal and rest periods and inadequate
8 wage statements for the defined period.

9 38. Class action treatment will allow those similarly situated persons to litigate their
10 claims in the manner that is most efficient and economical for the parties and the judicial system.
11 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
12 action that would preclude its maintenance as a class action.

13 39. A class action is superior to other available methods for the fair and efficient
14 adjudication of this controversy because individual litigation of the claims of all proposed class
15 members is impractical. Even if every proposed class member could afford individual litigation,
16 the court system could not. It would be unduly burdensome to the courts in which individual
17 litigation of numerous cases would proceed. Individualized litigation would also present the
18 potential for varying, inconsistent, or contradictory judgments and would magnify the delay and
19 expense to all parties and to the court system resulting from multiple trials of the same complex
20 factual issues. By contrast, the conduct of this action as a class action, with respect to some or all
21 of the issues presented herein, presents fewer management difficulties, conserves the resources of
22 the parties and the court system, and protects the rights of each proposed class member. Plaintiff
23 anticipates no management difficulties in this litigation.

24 40. Defendants has also acted, or has refused to act, in respects generally applicable to
25 the proposed class, thereby making relief appropriate with regard to the members of the proposed
26 class as a whole, as requested herein.

27 ///

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1 V. FIRST CAUSE OF ACTION (UNFAIR BUSINESS PRACTICES
2 BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.)

3 41. Plaintiff realleges and incorporates paragraphs 1 through 40, inclusive, as though set
4 forth fully herein.

5 42. California Business and Professions Code § 17200 *et seq.* prohibits unfair
6 competition in the form of any unlawful, unfair, deceptive, or fraudulent business practice.

7 43. Beginning at an exact date unknown to Plaintiff, but at least since February 2004,
8 the Defendants committed unlawful acts as defined by California Business & Professions Code §
9 17200. The Defendants have engaged in unlawful and unfair business practices including, but not
10 limited to, violations of:

- 11 a. California Industrial Welfare Commission Order No. 9-2001, section 4
12 (payment for all hours worked);
- 13 b. Labor Code § 226.7 (failure to provide meal and rest periods);
- 14 c. Labor Code § 512 (failure to provide meal periods);
- 15 d. California Industrial Welfare Commission Order 9-2001, sections 11 and 12
16 (failure to provide meal and rest periods);
- 17 e. Labor Code § 223 (secret payment of wages less than those designated by
18 statute)
- 19 f. Oakland City Charter § 728 (living wage);
- 20 g. Labor Code § 201 (requirement to pay all wages upon discharge);
- 21 h. Labor Code § 202 (requirement to pay all wages to quitting employees);
- 22 i. Labor Code § 204 (requirement of payment of wages on a bimonthly basis);
23 and
- 24 j. Labor Code § 226 (accurate itemized wage statement).

25 44. The violation of these laws serve as unlawful predicate acts for purposes of
26 Business & Professions Code § 17200 and remedies are provided therein under Business &
27 Professions Code § 17203. Plaintiff has suffered direct economic injury in that she has not been
28 paid all wages and compensation due in a timely manner.

1 45. The acts and practices described in this Complaint constitute unlawful, unfair and
2 fraudulent business practices, and unfair competition by the Defendant within the meaning of
3 Business and Professions Code § 17200 *et seq.*

4 46. Business & Professions Code § 17203 provides that the Court may restore to any
5 person in interest any money or property which may have been acquired by means of such unfair
6 competition and to which those person have an ownership interest. Plaintiff and other employees
7 of Defendants are entitled to restitution pursuant to Business & Professions Codes §§ 17203 and
8 17208 for all wages unlawfully withheld from them during the four years prior to the filing of this
9 Complaint. Plaintiff will, upon leave of the Court, amend this Complaint to state such amounts
10 when they become ascertained.

11 47. Plaintiff's success in this action will enforce important rights affecting the public
12 interest, and in that regard, Plaintiff sues on behalf of herself and other current and former
13 employees similarly situated. Plaintiff seeks and is entitled to unpaid wages at the living wage
14 rate, unpaid compensation for missed meal and rest periods, injunctive relief, declaratory relief,
15 and any other remedy owing to Plaintiff.

16 48. Injunctive and declaratory relief is necessary and appropriate to prevent the
17 Defendants from repeating their wrongful business practices alleged above.

18 49. To prevent the Defendants from profiting and benefiting from their wrongful and
19 illegal acts, it is appropriate and necessary to enter an order requiring the Defendants to restore
20 Plaintiff and others all monies that are owed.

21 50. An actual controversy has arisen and now exists relating to the rights and duties of
22 the Defendants and Plaintiff as to whether Defendants must pay the living wage, wages for each
23 hour worked and compensation for missed meal and rest periods.

24 51. Plaintiff requires a declaration by this Court that Plaintiff is entitled to be paid for
25 all hours worked, are entitled to be paid at least the living wage rate, and be compensated for
26 missed meal and rest periods pursuant to California Law.

27 52. Plaintiff herein takes upon herself enforcement of these laws and lawful claims.
28 There is a financial burden incurred in pursuing this action and it would be against the interests of

1 justice to penalize Plaintiff by forcing hereto pay attorneys' fees from the recovery in this action.
2 Therefore, attorneys' fees are appropriate pursuant to California Code of Civil Procedure § 1021.5.

3 Wherefore, Plaintiff prays judgment as set forth below.

4 **VI. SECOND CAUSE OF ACTION (FAILURE TO PAY FOR EACH HOUR WORKED IN**
5 **VIOLATION OF LABOR CODE §§ 1194 AND 1182.12 AND IWC WAGE ORDER NO. 9,**
6 **SECTION 4)**

7 53. Plaintiff realigns and incorporates paragraphs 1 through 52, inclusive, as though
8 fully set forth herein.

9 54. Labor Code § 1182.12 provides:

10 Notwithstanding any other provision of this part, on and
11 after January 1, 2007, the minimum wage for all industries shall be
12 not less than seven dollars and fifty cents (\$7.50) per hour, and on
and after January 1, 2008, the minimum wage for all industries shall
be not less than eight dollars (\$8.00) per hour.

13 55. IWC Order No. 9, section 4 provides for each employee to be paid no less than
14 minimum wage for each hour worked and for those wage payments to be made on no less than a
15 bi-weekly basis.

16 56. Plaintiff worked for Defendants for hours which were not compensated. Defendants
17 regularly shorted hours on paychecks and deducted time from employee paychecks for meal
18 periods even if such meal periods were not taken.

19 57. Labor Code § 204 requires employers to provide employees with all wages due and
20 payable twice a month. As Defendants has failed to provide Plaintiff and others similarly situated
21 with wages for each hour worked, Defendant has violated Labor Code § 204.

22 58. Labor Code § 210 provides for civil penalties for violations of § 204 in the amount
23 of \$100 per initial violation per employee and for subsequent violation or any willful or intentional
24 violation, \$200 for each per employee, plus 25% of the amount unlawfully withheld.

25 59. Plaintiff seeks to recover that civil penalty for herself and others similarly situated
26 as provided for in Labor Code § 210 and the Wage Order. Plaintiff seeks to recover penalties for
27 Defendants' violations on behalf of herself and all others similarly situated.

28 60. Labor Code § 1194 provides for a private right of action to recover wages for hours

1 worked but not compensated. It states, in pertinent part:

2 [A]ny employee receiving less than the legal minimum wage or the legal
3 overtime compensation applicable to the employee is entitled to recover in a
4 civil action the unpaid balance of the full amount of this minimum wage or
overtime compensation, including interest thereon, reasonable attorney's
fees, and costs of suit.

5 61. Plaintiff seeks to recover overtime compensation, attorneys' fees and costs under
6 Labor Code § 1194.

7 62. IWC Wage Order 9-2001 section 20(A) provides for civil penalties for violations of
8 the Wage Order which result in underpayment of wages to employees. The penalty amounts to
9 \$50 per employee for the first violation and \$100 per employee for each subsequent pay period in
10 which the employee is under paid.

11 63. Plaintiff seeks to recover penalties under IWC Wage Order 16, section 20 for
12 violations of section 4.

13 64. Labor Code § 218 provides for a private right of action to recover wages under the
14 Labor Code. Plaintiff seeks to recover unpaid wages and penalties directly under § 218.

15 65. Labor Code § 218.6 provides for interest on all dues and unpaid wages in any action
16 brought for the nonpayment of wages. Plaintiff seeks to recover interest on all wages due.

17 66. Plaintiff seeks to recover all unpaid overtime wages, penalties, and interest due to
18 her and all others similarly situated.

19 Wherefore, Plaintiff prays for judgment as set forth below.

20 **VII. THIRD CAUSE OF ACTION (LIVING WAGE - OAKLAND CITY CHARTER § 728)**

21 67. Plaintiff realleges and incorporates paragraphs 1 through 66, inclusive, as though set
22 forth fully herein.

23 68. Oakland City Charter, § 728 mandates that a PAB, provide the Minimum
24 Compensation referred to above.

25 69. Defendants have violated and continue to violate Oakland City Charter, § 728 by
26 refusing to pay the Minimum Compensation required by Section 728 to all employees of
27 Defendants.

28 70. Oakland City Charter § 728 (8) provides for a private right of action to enforce the

1 provisions of the Living Wage Charter amendment, and provides for all remedies available to
2 remedy any violation of Section 728 including, but not limited to backpay, reinstatement, or
3 injunctive relief.

4 71. Plaintiff has been damaged in that she has not been paid the Minimum
5 Compensation at all times while employed by Defendants.

6 72. The Living Wage Charter Amendment also declares that any violation of the section
7 constitutes irreparable harm to the public and covered employees generally. (Oakland City Charter
8 § 728 (8).).

9 73. Plaintiff's success in this action will enforce the mandate of the people of Oakland
10 to protect the working people at the Port as well as the public interest at large.

11 74. Injunctive relief is necessary and appropriate to prevent Defendants from a
12 continued violation of the Living Wage Charter Amendment and to save the economic livelihoods
13 of workers at the Port of Oakland.

14 Wherefore, Plaintiff prays for judgment as set forth below.

15 **VIII. FOURTH CAUSE OF ACTION (CALIFORNIA LABOR CODE §§ 226.7 & 512,**
16 **IWC WAGE ORDER 9 – MEAL & REST PERIODS)**

17 75. Plaintiff realleges and incorporates paragraphs 1 through 74, inclusive, as though set
18 forth fully herein.

19 76. Labor Code § 226.7 provides:

20 (a) No employer shall require any employee to work during any meal or rest
21 period mandated by an applicable order the industrial Welfare Commission.

22 (b) If an employer fails to provide an employee a meal period or rest period
23 in accordance with an applicable order of the Industrial Welfare
24 Commission, the employer shall pay the employee one additional hour of
25 pay at the employee's regular rate of compensation for each workday that
26 the meal or rest period is not provided.

27 77. Labor Code § 512 provides:

28 An employer may not employ an employee for a work period of more than
five hours per day without providing the employee with a meal period of not
less than 30 minutes, except that if the total work period per day of the
employee is no more than six hours, the meal period may be waived by
mutual consent of both the employer and employee. An employer may not
employ an employee for a work period of more than 10 hours per day
without providing the employee with a second meal period of not less than

1 30 minutes, except that if the total hours worked is no more than 12 hours,
2 the second meal period may be waived by mutual consent of the employer
and employee.

3 78. IWC Wage Order 9, section 11, Meal Periods provides:

4 (A) No employer shall employ any person for a work period of more than
5 five (5) hours without a meal period of not less than 30 minutes, except that
6 when a work period of not more than six (6) hours will complete the day's
work the meal period may be waived by mutual consent of the employer and
the employee.

7 (B) An employer may not employ an employee for a work period of more
8 than ten (10) hours per day without providing the employee with a second
meal period of not less than 30 minutes, except that if the total hours worked
9 is no more than 12 hours, the second meal period may be waived by mutual
consent of the employer and the employee only if the first meal period was
10 not waived.

11 (C) Unless the employee is relieved of all duty during a 30 minute meal
12 period, the meal period shall be considered an "on duty" meal period and
counted as time worked. An "on duty" meal period shall be permitted only
13 when the nature of the work prevents an employee from being relieved of all
duty and when by written agreement between the parties an on-the-job paid
14 meal period is agreed to. The written agreement shall state that the employee
may, in writing, revoke the agreement at any time.

15 (D) If an employer fails to provide an employee a meal period in accordance
16 with the applicable provisions of this order, the employer shall pay the
employee one (1) hour of pay at the employee's regular rate of
compensation for each workday that the meal period is not provided.

17 79. IWC Wage Order 9, section 12, Rest Periods provides:

18 A) Every employer shall authorize and permit all employees to take rest
19 periods, which insofar as practicable shall be in the middle of each work
period. The authorized rest period time shall be based on the total hours
20 worked daily at the rate of ten (10) minutes net rest time per four (4) hours
or major fraction thereof. However, a rest period need not be authorized for
21 employees whose total daily work time is less than three and one-half (3 ½)
hours. Authorized rest period time shall be counted as hours worked for
22 which there shall be no deduction from wages.

23 (B) If an employer fails to provide an employee a rest period in accordance
24 with the applicable provisions of this order, the employer shall pay the
employee one (1) hour of pay at the employee's regular rate of
compensation for each workday that the rest period is not provided.

25 80. Defendants have failed to provide Plaintiff and other employees all meal and rest
26 periods as required by Labor Code §§ 226.7 and 512 and IWC Wage Order 9.

27 81. IWC Wage Order 9, section 11 provides for an employee to be provided with 1
28 hour's worth of compensation at his regular rate of compensation for each day of work that a meal

1 period is not provided.

2 82. IWC Wage Order 9, section 12 provides for an employee to be provided with 1
3 hour's worth of compensation at his regular rate of compensation for each day of work that a rest
4 period is not provided.

5 83. Labor Code § 226.7 provides for one hour's compensation for failure to provide a
6 meal or rest period. This is the same remedy as provided for in IWC Wage Order 9, sections 11
7 and 12.

8 84. Plaintiff seeks the compensation owed to her and other similarly situated employees
9 under Labor Code § 226.7 and IWC Wage Order 9, sections 11 and 12.

10 85. Labor Code § 558 provides for a civil penalty when an employer violates § 512.
11 The initial violation is \$50 for each underpaid employee for each pay period for which the
12 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
13 Subsequent violations are \$100 per underpaid employee per pay period.

14 86. IWC Wage Order 9-2001 section 20(A) provides for civil penalties for violations of
15 the Wage Order which result in underpayment of wages to employees. The penalty amounts to
16 \$50 per employee for the first violation and \$100 per employee for each subsequent pay period in
17 which the employee is underpaid.

18 87. Plaintiff seeks the penalties available under Labor Code § 558 and IWC Wage
19 Order 9-2001 section 20(A) on behalf of herself and those similarly situated.

20 88. Labor Code § 204 requires an employer to pay an employee all wages due on a
21 bimonthly basis. As Plaintiff has not been paid wages for the meal and rest periods that have not
22 been provided, this section and its enforcement mechanisms are applicable.

23 89. Labor Code § 210 provides a penalty when an employer violates § 204. The initial
24 violation is \$100 for each failure to pay. Subsequent violations are \$200 for each failure to pay
25 each employee, plus 25 percent of the amount unlawfully withheld.

26 90. Labor Code § 218 provides wage claimants with a private right of action to recover
27 wages under the Labor Code. The payments owed to employees for meal and rest periods not
28 provided are wages under Labor Code § 226.7.

1 91. Labor Code § 218.6 provides for an award of interest on all due and unpaid wages.
2 Plaintiff seeks to recover interest on all wages due under the Section on behalf of herself and others
3 similarly situated.

4 92. Plaintiff seeks to recover all wages due and applicable penalties on behalf of herself
5 and others similarly situated.

6 Wherefore, Plaintiff prays for judgment as set forth herein below.

7 **IX. FIFTH CAUSE OF ACTION (PAYMENT OF WAGES AND PENALTIES**
8 **LABOR CODE §§ 201, 202, 203)**

9 93. Plaintiff realleges and incorporates paragraphs 1 through 92, inclusive, as though
10 fully set forth within.

11 94. Labor Code § 201 provides:

12 If an employer discharges an employee, the wages earned and unpaid at the
13 time of discharge are due and payable immediately...

14 95. Labor Code § 202 provides:

15 If an employee not having a written contract for a definite period quits his or
16 her employment, his or her wages shall become due and payable not later
17 than 72 hours thereafter, unless the employee has given 72 hours previous
18 notice of his or her intention to quit, in which case the employee is entitle to
19 his or her wages at the time of quitting...

20 96. Defendants' have failed to pay employees discharged from their employment all
21 wages owed immediately as provided for under § 201 of the Labor Code. Defendants' failure to
22 pay includes, but is not limited to, failing to pay wages for each hour worked, wages at the living
23 wage rate and compensation for missed meal and rest periods.

24 97. Defendants' have unfairly and unlawfully failed to pay employees who have quit
25 their employment with Defendants all wages owed immediately as provided for under § 202 of the
26 Labor Code. Defendant's failure to pay includes, but is not limited to, failing to pay wages for
27 each hour worked, wages at the living wage rate and compensation for missed meal and rest
28 periods.

98. Labor Code § 203 provides for civil penalties in the amount of one days wages for
each day of violation of §§ 201 and 202 for up to 30 days. Plaintiff seeks penalties on behalf of

1 herself and all class members who have quit or have been discharged and have failed to receive the
2 proper payment of wages dues.

3 99. Labor Code § 218 provides for a private right of action to recover wages and
4 penalties under the Labor Code. Plaintiff seeks to recover penalties directly under § 218.

5 100. Plaintiff seeks to recover all wages due and applicable penalties on behalf of herself
6 and others similarly situated.

7 Wherefore, Plaintiff prays judgment as set forth herein below.

8 **X. SIXTH CAUSE OF ACTION (PAYROLL STUBS**
9 **CALIFORNIA LABOR CODE § 226)**

10 101. Plaintiff realleges and incorporates all the allegations in paragraphs 1 through 100,
11 inclusively, as though fully set forth herein.

12 102. Labor Code § 226(a) provides:

13 Each employer shall, semimonthly or at the time of each payment of wages,
14 furnish each of his or her employees, either as a detachable part of the check,
15 draft, or voucher paying the employee's wages, or separately when wages
16 are paid by personal check or cash, an accurate itemized wage statement in
17 writing showing (1) gross wages earned, (2) total hours worked by the
18 employee, (3) the number of piece-rate units earned and any applicable piece
19 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided
20 that all deductions made on written orders of the employee may be
aggregated and shown as one item, (5) net wages earned, (6) the inclusive
dates of the period for which the employee is paid, (7) the name of the
employee and his or her social security number, (8) the name and address of
the legal entity that is the employer, and (9) all applicable hourly rates in
effect during the pay period and the corresponding number of hours worked
at each hourly rate by the employee.

21 103. As a direct and proximate result of Defendants' failure to pay Plaintiff and other
22 employees the wages mandated by law, none of the statements provided by Defendants to Plaintiff
23 and other employees have accurately reflected the total number of hours worked or the correct
24 wage rate for each hour worked and they have been denied the protections afforded to them under
25 the law.

26 104. As a direct and proximate result of Defendants' automatic deduction of ½ hour of
27 work for a meal period regardless of whether the meal period was taken, the total number of hours
28 worked, as reported on the wage statements, is and has been incorrect.

1 105. Labor Code § 226(e) provides for recovery of all actual damages or fifty dollars for
2 the initial pay period in which a violation occurs and one hundred dollars per employee for each
3 violation in a subsequent pay period, up to an aggregate of \$4000.

4 106. Labor Code § 226.3 provides civil penalties for violations of § 226 in the amount of
5 \$250 per initial violation and \$1000 per employee for each subsequent violation.

6 107. Plaintiff seeks to recover that civil penalty for the Treasury of the State as provided
7 for in Labor Code § 266.3. Plaintiff seeks to recover these penalties on behalf of herself and others
8 similarly situated.

9 108. Plaintiff also seeks injunctive relief and to recover attorneys fees and costs under
10 Labor Code § 226(g).

11 109. Plaintiff seeks to recover all wages due and applicable penalties on behalf of herself
12 and others similarly situated.

13 Wherefore, Plaintiff prays judgment as set forth herein below.

14 **XI. PRAYER FOR RELIEF**

15 Plaintiff prays judgment as follows:

- 16 1. For preliminary, permanent and mandatory injunctive relief prohibiting the
17 Defendants, its officers, agents, and all those acting in concert with them, from committing in the
18 future those violations of law herein alleged;
- 19 2. For an order determining this matter to be a class action;
- 20 3. For an order imposing all statutory and/or civil penalties provided by law;
- 21 4. For an award of damages;
- 22 5. For an award of restitution according to proof, under the Labor Code and under
23 Business & Professions Code § 17203;
- 24 6. For an equitable accounting to identify, locate, and restore to all current and former
25 employees the wages they are due;
- 26 7. For penalties under Labor Code §§ 203, 210, 558, 226.3, and IWC Wage Order 9-
27 2001;
- 28 8. For costs of suit incurred herein;

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9. For an award of reasonable attorneys' fees as provided by Labor Code §§ 226(g) and 1194, Oakland City Charter § 728, Code of Civil Procedure § 1021.5, and otherwise; and
For such other and further relief as this Court deems just and proper.

Dated: March 27, 2008

WEINBERG, ROGER & ROSENFELD
A Professional Corporation

By: 
DAVID A. ROSENFELD
CAREN P. SENCER
Attorneys for Plaintiff

1/483368

②

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 SKOROBHATY

CSR NO. 11669

EXHIBIT B

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, taken on behalf
of the plaintiffs, at 1001 Marina Village
Parkway, Suite 200, Alameda, California
94501, beginning at 9:55 a.m. and ending
at 6:10 p.m., on Monday, June 8, 2009,
before Ingrid Skorobohaty, CSR No. 11669.

1 APPEARANCES:

2
3 FOR THE PLAINTIFFS:

4 WEINBERG, ROGER & ROSENFELD
5 BY: CAREN P. SENCER, ATTORNEY AT LAW
6 LISL R. DUNCAN, ATTORNEY AT LAW
7 1001 Marina Village Parkway, Suite 200
8 Alameda, California 94501-1091
9 (510) 337-1001

10 FOR THE DEFENDANT:

11 LAW OFFICES OF MICHAEL BROAD
12 BY: MICHAEL BROAD, ATTORNEY AT LAW
13 166 Santa Clara Avenue
14 Oakland, California 94610
15 (510) 835-5772
16 OAKLAND PORT SERVICES CORPORATION
17 BY: JAY IAN ABOUDI, ATTORNEY AT LAW
18 11 Burma Road
19 Oakland, California 94607
20 (510) 835-0930
21
22
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25

1 Services was incorporated in 1997, correct?

2 A. That's correct.

3 Q. And that the AB Trucking doing business as
4 started at approximately the same time?

5 A. No. It started in 1996.

6 Q. The AB Trucking name was used before Oakland
7 Port Services was incorporated?

8 A. That's correct.

9 Q. Was it used as a doing business of another
10 corporation?

11 A. It was a sole proprietorship.

12 Q. Are there any other doing business -- DBAs
13 associated with Oakland Port Services?

14 A. Yes.

15 Q. What are those?

16 A. BayModal.

17 Q. And when did the BayModal name first begin
18 being used?

19 A. I don't have an exact date, but it was
20 definitely after we incorporated Oakland Port Services.

21 Q. So at some point after 1997?

22 A. That's correct.

23 Q. Do BayModal and AB Trucking operate from the
24 same facility?

25 A. Yes.

1 Q. And where is that facility?

2 A. 11 Burma Road, Oakland, California 94607.

3 Q. Do either BayModal or AB Trucking use another
4 business address in addition to the Burma Road address?

5 A. Yes.

6 Q. What business address do they use?

7 A. We use a P.O. box, and we also use an address
8 in Vallejo.

9 Q. Is the Vallejo address applicable to both
10 BayModal and AB Trucking?

11 A. That's correct.

12 Q. And have you been with AB Trucking -- were you
13 the sole proprietor of AB Trucking in 1996?

14 A. Yes.

15 Q. And when it incorporated as a doing business
16 of Oakland Port Services, did you retain a position in
17 the new corporation?

18 A. Yes.

19 Q. What position is that?

20 A. President.

21 Q. And has that been the same since 1997?

22 A. Yes.

23 Q. Are there other officers of OPS?

24 A. No.

25 Q. Is there a board of directors?

1 A. No.

2 Q. Are there other shareholders?

3 A. No.

4 Q. Are there any day-to-day directors or
5 individuals who manage the day-to-day operations at a
6 level equal to your own as president of Oakland Port
7 Services?

8 A. You can say my wife owns. My wife is a
9 partner in this. We're in California, aren't we?

10 Q. People can arrange for all different kinds of
11 things.

12 And what is your wife's name?

13 A. Jovi, J-O-V-I.

14 Q. What is your job duties as president?

15 A. Everything that goes on with Oakland Port
16 Services.

17 Q. And if we break that down a little bit, do you
18 have the responsibility for hiring and firing decisions?

19 A. Yes.

20 Q. Do any other individuals have that
21 responsibility?

22 A. It depends.

23 Q. What does it depend on?

24 A. If somebody comes to the job obviously drunk
25 or on drugs, they definitely have my permission to fire

1 somebody on the spot if I'm not available, but most of
2 the time I do that.

3 Q. Who would that authority have been designated
4 to, to fire on the spot if there's a clear safety
5 violation of that sort?

6 A. Anybody that is in my office that's in a
7 management-type position: Dispatcher, import manager,
8 anybody that notices violations.

9 Q. Is there anybody other than you that sets wage
10 rates?

11 A. No.

12 Q. Is there anyone other than you who can provide
13 employees with a -- with the terms of their employment?

14 A. No.

15 Q. Is there anyone other than you who can set
16 human-resource policy?

17 A. No.

18 Q. How many employees does AB Trucking currently
19 have?

20 A. Ten.

21 Q. And what are the job titles of those people?

22 A. Sorry. Let me clarify that. Employees is
23 probably more than that. I don't know the exact number
24 right now. Drivers is ten.

25 Q. Are there job titles other than drivers

1 employed by AB Trucking?

2 A. Yes.

3 Q. And what are those titles?

4 A. Customer service. We have dispatch, and we
5 also have import clerk, customer service. They all fall
6 under customer service.

7 Q. If I heard your prior answer correctly
8 regarding hiring and firing, I believe you mentioned a
9 port manager. Is that correct?

10 MR. BROAD: Import manager.

11 MS. SENCER: Q. Is the import clerk the
12 import manager?

13 A. That's correct.

14 Q. Are any of these individuals who are in the
15 customer service titles managers?

16 A. We only have two people in Oakland, and they
17 both have separate departments. One dispatches the
18 trucks; one processes the work.

19 Q. Would the customer-service clerk be the
20 processor of the work?

21 A. We call ourselves customer service because
22 we're a small company, so anybody could take a call from
23 the customer.

24 Q. And when you say "anybody," you're referring
25 to the dispatcher and the individual doing the process

1 work?

2 A. That's correct.

3 Q. Is the import manager a third department or
4 third individual at Oakland?

5 A. There's two departments in Oakland, so there's
6 two people in Oakland. One does the dispatching of the
7 trucks; one does the processing of the work.

8 Q. Are either of those two people the individual
9 that you referred to before as the import manager?

10 A. That's correct.

11 Q. Would that be the individual who is processing
12 the work?

13 A. That's correct.

14 Q. Does the import manager have any day-to-day
15 responsibility for the drivers?

16 A. We all do.

17 Q. Do you work out of the Oakland facility?

18 A. Yes.

19 Q. Does anyone work out of the Vallejo facility?

20 A. Yes.

21 Q. Who works out of the Vallejo facility?

22 A. Beth and Jovi.

23 Q. What does Beth do?

24 A. Billing.

25 Q. And what does Jovi do?

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 dry 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 Services work with or employ any other businesses at the
2 Port?

3 A. Repeat that, please.

4 Q. Rephrase or --

5 A. Rephrase or repeat, whatever.

6 MS. SENCER: If it's repeat, I'm going to ask
7 the court reporter to read it back so it's exactly the
8 same thing. If it's a rephrase, I have to think about a
9 new way to say it.

10 THE WITNESS: Could you read the question,
11 please?

12 (Record read as follows:

13 "QUESTION: Other than the three
14 related entities of the DBA that we've
15 discussed already, does Oakland Port
16 Services work with or employ any other
17 businesses at the Port?")

18 THE WITNESS: You'll need to rephrase that,
19 because I don't know what that's supposed to mean.

20 MS. SENCER: Q. Are there any other -- other
21 than what we've already discussed of the OMSS lease
22 which Oakland Port Services has, are there any other
23 companies operating in the Port or the Port area which
24 AB Trucking has a contract with?

25 A. I'm sure.

1 Q. Okay. What companies?

2 A. I mean, for us, every bill of lading that we
3 issue is a contract for drayage, so we deal with a lot
4 of people that are based in the Port area and around the
5 Port area.

6 Q. Do you provide transportation services for any
7 Port businesses or entities who are at the Port?

8 A. Port area.

9 MS. SENCER: I'm asking about the Port
10 specifically first, and then we'll go to the general
11 Port area.

12 MR. BROAD: So when you say "Port" first, what
13 are you referring -- the Port of Oakland as an entity?

14 MS. SENCER: No, not the Port as the entity.
15 That are located on the Port property.

16 THE WITNESS: Do I provide --

17 MR. BROAD: Just say you don't know if you
18 don't know.

19 THE WITNESS: I don't know what that's
20 supposed to mean.

21 MS. SENCER: Q. Are you aware of where the
22 boundaries are of the Port as compared to the general
23 Port area or areas near the Port that are operated by
24 the City of Oakland?

25 A. Yes.

1 A. You were asking me if they have control, and
2 I'm saying no.

3 Q. So the appointment that Trina is scheduling
4 with the customer, is that the appointment for delivery
5 of the container?

6 A. Yes.

7 Q. And how does it come to be that the driver has
8 access to the container to pick it up to make the
9 delivery?

10 A. Trina will dispatch the driver.

11 Q. And the driver is told what container they
12 need to pick up and what terminal it's at; is that
13 correct?

14 A. That's correct.

15 Q. And how does the driver get into the terminal
16 to get the container?

17 A. The simplest answer is they drive there with
18 the truck. I don't know what the question -- what
19 you're trying to ask me.

20 Q. When the driver is dispatched to a particular
21 terminal to pick up a container, is there immediate
22 access to the terminal?

23 A. Not all the time, but yes. They drive up to
24 the terminal and they have to go through the procedure
25 at every terminal.

1 Q. What do you mean by "through the procedure"?

2 A. That means every terminal has their set rules.
3 You have to display your driver's license, your TWIC
4 card -- this is now -- to the security guard. Then you
5 have to drive up to the pedestal. The normal flows, you
6 give your information to the clerk through a speaker
7 phone. You're given instructions on what to do, and you
8 do it. We really don't have control of the drivers once
9 they go through that gate. You might as well become a
10 terminal employee, because they're not under our
11 control. They're under their control until they come
12 back out.

13 Q. And to -- is there a wait to get into the
14 terminal in a given average situation?

15 A. Yes.

16 Q. And in your experience, what is the average of
17 a wait to get into a terminal?

18 MR. BROAD: It depends on the terminal, right?
19 Doesn't it? And the time of day and the time of the
20 season.

21 THE WITNESS: It just depends.

22 MS. SENCER: Q. What is the range?

23 A. Well, it could be anywhere from 15 minutes and
24 it could be eight hours.

25 Q. Eight hours on the line to get into the

1 terminal?

2 A. Eight hours to get through the terminal.

3 We've had it where we've had eight hours
4 waiting outside and coming back with nothing, sure. It
5 happens.

6 Q. Any time that a driver is sent out to a
7 terminal to get a container, is it a container for which
8 AB Trucking already has the contract to do the delivery?

9 A. Every time that a driver is sent out -- I
10 guess. I mean, I don't know what -- the question is
11 kind of very vague, so if you're saying that we're
12 instructed to go pick up that container, yes. We're
13 instructed to pick up that container because otherwise
14 it would be theft if we would just go in there and pick
15 up a container that's not ours.

16 Q. Is there any contracting at the terminal site
17 itself for additional containers?

18 A. No.

19 Q. How does a driver know what time to come in on
20 any given day?

21 A. They are told.

22 Q. When are they told?

23 A. They are told normally -- it varies. It
24 depends on the driver. Some are standard, come in at
25 such-and-such time. Some are alternating times. Some

1 45 minutes, so the driver then locks the truck and walks
2 over to the lunch truck or wherever he wants to take his
3 break. Some of them just take a nap if they have a
4 sleeper. Just varies.

5 Q. Do all the terminals shut down for periods of
6 15 to 45 minutes, all the terminals which AB Trucking
7 drivers go to?

8 A. Yes, most of them do it. They go by seasons.
9 Right now they shut down every opportunity that they
10 have.

11 MR. BROAD: Why is that?

12 THE WITNESS: Slow business.

13 Hey, she's asking the questions.

14 MS. SENCER: Q. Does AB Trucking schedule
15 breaks?

16 A. If we're slow, yes.

17 Q. Well, we know that we're slow now, right?

18 A. Yeah.

19 Q. What are the scheduled breaks currently?

20 A. We tell 'em. We don't schedule them. We just
21 tell 'em when to take a break. So within the start time
22 until whenever we feel -- "Within the next four hours or
23 five hours," whatever, we say, "okay. You can take your
24 break. You can take your lunch. Call us back when
25 you're clear." It just varies. It's not a set-in-stone

1 policy.

2 Q. Is there a policy? Other than State law, is
3 there a policy?

4 A. We tell 'em that they have to take their
5 breaks. Obviously, we have to tell 'em that, and we --
6 they spend more time on breaks than probably working.

7 Q. When a driver is waiting to get into a
8 terminal, is that the period that you're talking about
9 where they're inching along?

10 A. No. When they're inching along, they've got
11 control of the truck. Obviously they can't take their
12 break. But when their stopped on break, then they're
13 stopped.

14 Q. My question was, When they're inching along,
15 where are they?

16 A. They're at the terminal.

17 Q. Is that waiting to get in the terminal, inside
18 the terminal, or both?

19 A. .It could be both.

20 Q. And in that situation, unless they have a
21 relief driver with them, there is no practical way for
22 them to take a break, correct, when they're inching
23 along?

24 A. There is no relief drivers with them. They
25 drive by themselves we're not team drivers.

1 don't put them ever into a position, "Leave now. Be
2 there an hour and 15 minutes later." We give them a
3 wide range of window, so that way they can do that.

4 Q. Do you tell them what time to be there, or you
5 tell them just to get the load there?

6 A. The appointment. Usually there's an
7 appointment to deliver. Some there's no appointments.
8 They have to get there as quickly as they can.

9 Q. Other than knowing what time the appointment
10 time is, is there any other way for a driver to know how
11 much time you expect them to take on a particular trip?

12 A. No.

13 Q. Does the company have a written policy on meal
14 periods?

15 A. No.

16 Q. Does the company have a oral policy on meal
17 periods?

18 A. Yes.

19 Q. And what is that policy?

20 A. They have to be flexible and work their meal
21 period -- it depends on the driver. Some drivers, we
22 set their schedule for them. We tell them when we want
23 them to take their lunch breaks. And some drivers we
24 cannot. They have to figure out when their lunch break
25 is going to be and whether it's going to be taken in a

1 full hour or two half-hour breaks.

2 Q. So is there an oral policy, or is there an
3 application dependent upon situation?

4 MR. BROAD: Does that make sense to you?

5 THE WITNESS: No, not really, because you're
6 dealing with truck driving, not office work, where I can
7 say, "Let's take a break."

8 MS. SENCER: Q. I didn't ask you if it was a
9 scheduled time. I asked if there was a policy.

10 A. So what is a policy? Define a policy for me.
11 What are you thinking?

12 Q. A policy would be a set statement from
13 management as to what you expect the practice to be,
14 okay?

15 Do you have a set policy -- that is,
16 communicated to the drivers -- regarding what you expect
17 to happen with meal periods?

18 A. Yes. We expect them to take their meal break,
19 one hour, every shift.

20 Q. And how is that communicated to the drivers?

21 A. I tell 'em.

22 Q. When do you tell them?

23 A. When I hire them and as we go along, if need
24 be, if they need clarification.

25 Q. When is the last time you provided a driver

1 with clarification regarding the company's meal-period
2 policy?

3 A. No idea.

4 Q. Do you have any specific recollection, since
5 2004, of having a conversation with a driver other than
6 a new employee regarding the company's meal-period
7 policy?

8 A. Not that I can recall.

9 Q. Is there any clock-out or sign-out procedure
10 for meal periods?

11 A. No.

12 Q. Are there any records of meal periods taken?

13 A. No.

14 Q. Who makes sure meal periods are taken?

15 A. The drivers.

16 Q. Have you ever asked any of the drivers whether
17 or not they're taking one-hour meal periods?

18 A. Yes.

19 Q. When is the last time you asked a driver if
20 they were taking one-hour meal periods?

21 A. I don't recall.

22 Q. Do you recall any specific conversation, since
23 2004, in which you asked a driver whether or not they
24 were taking meal periods?

25 A. No.

1 Q. Has any driver ever told you that they've
2 missed a meal period?

3 A. Not in a serious tone, no.

4 Q. Have drivers told you that they've missed meal
5 periods in a nonserious tone?

6 A. I've got jokesters in my group.

7 Q. What do your jokesters say about meal periods?

8 A. The people that have been with me for a while
9 know about this lawsuit, and I have one person in
10 particular that always jokes about it.

11 Q. Prior to the filing of this lawsuit, did any
12 of your employees, jokester or not, ever tell you that
13 they hadn't been able to take a meal period in a serious
14 or nonserious tone?

15 A. No.

16 Q. And you have no recollection of ever having
17 asked employees whether or not they've taken their meal
18 period; is that correct?

19 A. No. I don't recall.

20 Q. Are any of your driver employees entitled to
21 overtime?

22 A. Can you repeat that question, please?

23 Q. Are any of your driver employees entitled to
24 overtime?

25 A. No.

1 Q. Why not?

2 A. Company policy.

3 Q. What is the company policy regarding overtime?

4 A. That we don't pay overtime for drivers.

5 Q. Is that company policy written?

6 A. No.

7 Q. Is that company policy communicated to
8 drivers?

9 A. Yes.

10 Q. How is it communicated?

11 A. When I hire 'em, when they get paid.

12 Q. Have employees, since 2005, asked you about
13 overtime at time of payment?

14 A. Yes.

15 Q. When is the last time an employee asked you
16 about overtime?

17 A. I have no idea.

18 Q. Do you recall any specific conversations,
19 since 2005, in which a driver asked you about overtime?

20 A. I don't remember specific, but I remember it
21 came up.

22 Q. How many times do you remember it coming up?

23 A. One or two times.

24 Q. Do any employees receive payments in cash
25 rather than by company check?

1 not --

2 Q. Does AB Trucking run a trainee program?

3 A. Does AB Trucking run a training program? That
4 was the question?

5 Q. Yes..

6 A. We train people, but I don't know if you would
7 call it a -- I guess you would call it a training
8 program, yes.

9 Q. When did the program begin?

10 MR. BROAD: You know, there's been no
11 definition of what the word "program" is, and so if you
12 feel uncomfortable identifying what AB Trucking does as
13 a program, you should say so.

14 THE WITNESS: We train people. Is that the
15 question?

16 MS. SENCER: Mm-hmm.

17 Q. When did AB start training people?

18 A. Well, it depends on defining -- there's two
19 distinctions between trainees. We have paid, and we
20 have just regular training unpaid, where somebody just
21 needs help to get their license, and we do that. And
22 then we have our own internal training when we hire
23 someone that we go through and we train people, so if
24 you were to ask in general, we've always trained people.

25 Q. Does AB hire any individual in a paid position

1 A. That's correct.

2 Q. Are they paid at what their regular rate will
3 be?

4 A. That's correct.

5 Q. And do those two weeks count towards the
6 90-day probationary period?

7 A. That's correct.

8 Q. Do the established drivers have the right to
9 say, "No, I do not want a trainee riding with me"?

10 A. Do they have the right to say that?

11 Q. Yes.

12 A. They could.

13 Q. Has any?

14 A. No.

15 Q. And that is the training of employees who are
16 coming in as paid status with a commercial driver's
17 license, correct?

18 A. That's correct.

19 Q. And the second category would be individuals
20 that you're helping to get a commercial driver's
21 license; is that correct?

22 A. Not necessarily, no.

23 Q. Isn't that what you said before, is that they
24 are unpaid and you're helping to get their license?

25 A. Yeah, it could be. Could be getting some more

1 training because they didn't get enough training at a
2 truck-driving school. Some come in, they have an
3 expired license, and they just need a refresher and they
4 need the use of our truck to go to DMV to take their
5 test. It just varies.

6 Q. Is this a paid service?

7 A. A paid --

8 Q. A paid service.

9 A. Paid on --

10 MR. BROAD: Do they pay you?

11 MS. SENCER: Q. Do individuals pay to use
12 your trucks for a refresher?

13 A. No.

14 Q. Do individuals pay for help to get their
15 license?

16 A. No.

17 Q. Did individuals pay for more training?

18 A. No.

19 Q. How is it determined who will be part of this
20 trainee group?

21 MR. BROAD: This is the unpaid trainees,
22 correct?

23 MS. SENCER: That's what he's calling them.

24 THE WITNESS: They usually ask. Some are
25 referred. It just varies. We've gotten them primarily

1 from halfway houses that -- they had somebody that
2 worked for us, and that person asks if they can bring
3 their -- this person that they're in a program with.
4 That's typically how people find out about us and that
5 we allow them to do that.

6 And I've had a TV production person that likes
7 to drive a truck that asked me, and we trained him, and
8 he got his license.

9 Two months ago, we had somebody that was in
10 the business, lost his license, came back, refresher,
11 and he went and got his license and went and got a job.
12 It just varies. Every case is different.

13 MS. SENCER: Q. What is the training program
14 used for these unpaid trainees?

15 A. What is what?

16 Q. The training program. Do you have an
17 established way that you teach these unpaid trainees?
18 Is there an established way that you teach them?

19 A. No.

20 Q. Is there a manual that they're provided with?

21 A. No. We usually -- we can't let them drive the
22 truck unless they have a permit, so we ask them to study
23 for the Class A permit and go to DMV and get it. And
24 then as the driver feels comfortable with them handling
25 the truck and getting enough experience, then he'll let

1 comply with the rule?

2 A. There's actually a form that had to be filled
3 out, identifying the driver, identifying his license
4 number, and we basically had to vouch for that driver,
5 that we know him.

6 Q. And when you say "driver," are you talking
7 about the trainee rider?

8 A. Yes.

9 Q. Is there any other information that AB gathers
10 other than the identification of the driver and their
11 license number?

12 A. We just had them fill out a simple -- we had
13 'em fill out our application. That way we didn't have
14 any special application. We're not an official.

15 Q. What did you have them fill out?

16 A. We just had them fill out their name, address,
17 license, got a copy of their license, just stuff that we
18 can -- background about them, like where they live,
19 where they worked, basic stuff.

20 Q. Is there any classroom study involved in this
21 training?

22 A. No.

23 Q. There are three categories. First we talked
24 about those that you're helping to get a license. Those
25 would be the ones that you're requesting for them to go

1 once I take a look at it.

2 Q. Now moving over to page 22, the next page in
3 the pack, it shows a med and a ADV. Is "med" medical
4 deduction?

5 A. Yes.

6 Q. And "ADV," is that an advance?

7 A. Advance.

8 Q. And do I understand correctly that you believe
9 this is not a driver employee?

10 A. No. Because I looked at all of the
11 deductions. You can tell there's nothing, so it's got
12 to be office staff.

13 Q. Is the office staff eligible for overtime?

14 A. Yes. They don't fall under the same rules.

15 Q. What rules are those?

16 A. The OT rules.

17 Q. So when you said before that it was company
18 policy not to give overtime for drivers, were you
19 referring to DOT?

20 A. No. You have the option to pay overtime.
21 It's a company's choice, but we are exempt from
22 overtime, and we exercise that right because of the type
23 of work that we do.

24 Q. Move over to page 23 in this pack. Okay. Can
25 you tell me what I'm looking at?

1 A. This is the famous time sheet where the
2 drivers log in.

3 Q. Would this be the time sheet that, during the
4 week of 1/14/08 to 1/18/08 would have been on the board
5 at dispatch?

6 A. That's correct.

7 Q. And can you tell, by looking at this, how many
8 different individuals may have been entering information
9 on this week?

10 A. Multiple.

11 Q. Okay. Looking at the -- let's just even take
12 the first line, truck 811. Do you see that line?

13 A. Mm-hmm, yes.

14 Q. Tell me if I'm reading this correctly. The
15 employee started work at 7:30 a.m. and ended work at
16 3:30 p.m. and, per the notation in the different
17 handwriting on the left-hand side of the box, is
18 credited with seven hours of work for that day. Is that
19 correct?

20 A. Yes.

21 Q. And so the same would be true of the next day.
22 The employee was credited with 6.3 hours based on the
23 7:30 a.m. start time and a 3:20 p.m. end time; is that
24 correct?

25 A. That's correct.

1 Q. And this gave the total weekly total for the
2 four days that were worked, because the Friday was off,
3 for twenty-seven thirty-three; is that correct?

4 A. Yes.

5 Q. And is 811 the truck that that individual
6 would have been assigned to that week?

7 A. Yes.

8 Q. And on Friday, the third individual down, it
9 shows 307, dash, 812. What does that indicate?

10 MR. BROAD: Do you see where she's talking
11 about?

12 THE WITNESS: Yes.

13 That particular driver wrote down that he was
14 in 307, but in fact, he was in 812, and the same thing
15 on Friday. So on Thursday and Friday, he did not drive
16 307. He made a mistake of writing "307."

17 MS. SENCER: Q. So who would have written in
18 the 812?

19 A. It would have been Cynthia, or it could be
20 that Jovi called and she wrote it.

21 Q. But the 307 was not crossed out, right?

22 A. No. That's a driver's writing, because you
23 can see it's consistent.

24 Q. All right. But I'm looking -- for example, on
25 that Thursday, there's a 330 that is crossed out. It

1 A. We'll record incidents that happened. "This
2 guy's a jerk." It varies. Somebody called in on this
3 person. Things that relate to the trainees.

4 MS. SENCER: We're going mark this next one as
5 3.

6 (Deposition Exhibit No. 3 was
7 marked for identification.)

8 MS. SENCER: Q. You have in front of you
9 what's been marked as Exhibit 3 for this deposition. It
10 starts with a 2007 Godfrey 0002 Bates Stamp. Is this a
11 similar payroll-confirmation receipt as to the 2008 one
12 we had previously been looking at?

13 A. Yes.

14 Q. And looking at page 0003, the second page in
15 the pack, it seems to indicate that there are 20
16 employees with wages in this week in 2007. Do you see
17 that?

18 A. Mm-hmm, yes.

19 Q. Are were there 20 drivers, or does this
20 include some other category of employee?

21 A. This is all categories, everybody.

22 Q. In January 2007, how many drivers were
23 employed?

24 A. When?

25 Q. January 2007.

1 MR. BROAD: 43.

2 MS. SENCER: Excuse me.

3 Q. -- 43 during the payroll period of 1/08/2007
4 through 1/19/2007?

5 A. No. I'd have to look at the actual paperwork.
6 (Deposition Exhibit No. 4 was
7 marked for identification.)

8 MS. SENCER: Q. Looking at what's been marked
9 as 4, I'm going to represent that it's the payroll
10 information associated with 1/22/07 through 2/2/2007.

11 Skimming through these papers, does that
12 appear correct to you?

13 A. Okay.

14 Q. Starting with page 0034, I see two indications
15 of GAR. Is that the same garnishment as before?

16 A. Yes.

17 Q. And I see D43 with 0 hours. Do you see that?

18 A. Okay.

19 Q. Yes?

20 A. Yes.

21 Q. Now, if I understand the calculations
22 correctly, for example, D37, sixty-three ninety-two
23 would be the total number of hours, and that would be
24 multiplied by 11, the hourly wage rate, to come up with
25 the seven 0 three twelve; is that correct?

1 State of California)

2 County of Alameda)

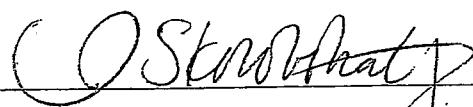
3

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

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

20 IN WITNESS WHEREOF, I have hereunder
21 subscribed my hand on this 19th day of June
22 20 09.

23
24
25



INGRID SKOROBOHATY, CSR NO. 11669

Index

DISK

WEB ENTRY

OAKLAND PORT SERVICES CORPORATION

- Company
- Employee
- Manual Check
- Reports
- Check Printing
- History
- Tools
- Help
- HR Assistant

Payroll Confirmation Receipt

Thank you for using Complete Payroll Web Entry! Your payroll has been submitted successfully for processing. In about 20 minutes, payroll processing will be complete, and you will be able to log back in to your company. You can then print your paychecks (if you print them locally) and view and print payroll reports.

Please print this page for your records.

Customer ID: _____
 Email: _____
 Date Submitted: 01/29/2008 at 15:22:24
 Reference Job Number: 00000000039

Click the Logout button to exit Web Entry, or click the Company tab to process payroll for another company.



WEB ENTRY

- Company
- Employee
- Manual Check
- Reports
- Check Printing
- History
- Tools
- Help
- HR Assistant

Finish

Payroll Finish

Please review your payroll information, then click Submit Payroll below. After about 20 minutes, you will be able to log back in to your company to print paychecks (if you print them locally) and to view or print payroll reports.

GENERAL INFO

Pay Period: **01/07/2008 - 01/18/2008** Email Confirmation To:

Check Date: **01/25/2008**

Delivery Method: **PACK WITH OTHER PAYROLL**

Number of Checks **0020**

Number of Vouchers **0000**

GROSS PAYROLL TOTALS

Taxable Earnings

Paytype	Number	Reg.	Hours	Overtime	Line Total	Cum. Total
<u>WAGES</u>	18		1262.41	0.00	\$16,209.60	\$16,209.60
<u>SALARY</u>	2		0.00	0.00	\$3,881.70	\$20,091.30
<u>PTO</u>	1		14.35	0.00	\$258.30	\$20,349.60
						\$20,349.60

Pre-tax Deductions

This payroll has no pre-tax deductions

Pre-tax Total: **\$20,349.60** Previous Period: **\$20,412.94**

After-tax Paylines

Paytype	Number	Reg.	Hours	Overtime	Line Total	Cum. Total
<u>ADVANCE</u>	1		0.00	0.00	\$100.00	\$100.00
<u>MEDICAL</u>	5		0.00	0.00	\$67.70	\$167.70
						\$167.70

Total: \$20,181.90

Click to see [gross payroll by employee](#), or for even more detail you can view a [pre-processing report](#) in PDF format.

Print

Save payroll finish data

WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	WAGES PTO	
11.00/hr	803	79																						
11.00/hr	803	79																						
11.00/hr	664.62	60.42																						
11.00/hr	403.92	36.72																						
11.00/hr	849.75	77.25																						
15.00/hr	1193.25	79.55																						
15.00/hr	1192	79.50																						

WAGES		PTO		MEDICAL	GARN
WAGES	PTO	WAGES	PTO		
11.00/hr	11.00/hr	702.30	69.30	8.70	
12.00/hr	12.00/hr	894	74.5		
11.00/hr	11.00/hr	679.25	61.75		
17.00/hr	17.00/hr	822.82	71.12		
BONUS		1081.89	87.17		
11.00/hr	11.00/hr				
11.00/hr	11.00/hr				
		744.95	68.95		



WEEKLY TIME SHEET

WEEK OF 1/14/08 to 1/18/08

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Sample	8:00		5:00		8:00		5:00		8:00		5:00		8:00		5:00	
	TRUCK#		TRUCK#		TRUCK#		TRUCK#		TRUCK#		TRUCK#		TRUCK#		TRUCK#	

Please do not write in the upper spaces.

7:30	811		811		811		811		811		811		811		811		6.5	30.22	36.72
	907		907		907		907		907		907		907		907		6.5	30.22	36.72
	902		902		902		902		902		902		902		902		6.5	30.22	36.72
7:30	811		811		811		811		811		811		811		811		6.5	30.22	36.72
	907		907		907		907		907		907		907		907		6.5	30.22	36.72
	902		902		902		902		902		902		902		902		6.5	30.22	36.72
7:30	811		811		811		811		811		811		811		811		6.5	30.22	36.72
	907		907		907		907		907		907		907		907		6.5	30.22	36.72
	902		902		902		902		902		902		902		902		6.5	30.22	36.72
7:30	811		811		811		811		811		811		811		811		6.5	30.22	36.72
	907		907		907		907		907		907		907		907		6.5	30.22	36.72
	902		902		902		902		902		902		902		902		6.5	30.22	36.72
7:30	811		811		811		811		811		811		811		811		6.5	30.22	36.72
	907		907		907		907		907		907		907		907		6.5	30.22	36.72
	902		902		902		902		902		902		902		902		6.5	30.22	36.72
7:30	811		811		811		811		811		811		811		811		6.5	30.22	36.72
	907		907		907		907		907		907		907		907		6.5	30.22	36.72
	902		902		902		902		902		902		902		902		6.5	30.22	36.72

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WEEKLY TIME SHEET

WEEK OF

1/7/08 to 1/11/08

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Please do not write in the upper spaces.

Sample	8:00		5:00		8:00		5:00		8:00		5:00		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	TRUCK#	IN	TRUCK#	OUT	TRUCK#	IN	TRUCK#	OUT	TRUCK#	IN	TRUCK#	OUT			
	811	7:35	811	7:35	811	6:25	811	4:07	811	7:35	811	7:35	34.42		
	904	7:35	904	7:35	904	6:25	904	5:35	904	7:35	904	7:35	33.67		
	883	7:00	883	7:17	883	7:17	883	12:00 PM	883	7:00	883	7:30	49.5		
	306	8:17	306	6:42	306	8:03	306	5:33	306	8:17	306	8:17	34.95		
	811	7:30	811	7:30	811	7:30	811	7:30	811	7:30	811	7:30	30.22		

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AB TRUCKING

WEEKLY TIME SHEET

WEEK OF **1-14-08** to **1-18-08**

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL	TOTAL	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	THIS WEEK	LAST WEEK	TOTAL

Please do not write in the upper spaces.

Sample	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00			
TRUCK# 783													
TRUCK# 902													
TRUCK# 7													
TRUCK# 804													
TRUCK# 305													
TRUCK# 7-5													
TRUCK# 905													
TRUCK# 513													
TRUCK# 308													
TRUCK# 905													
TRUCK# 905													
TRUCK# 905													
TRUCK# 308													
TRUCK# 308													
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TRUCK# 905													
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WEEKLY TIME SHEET

WEEK OF

1/7/08

to

1/11/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Please do not write in the upper spaces.

Sample	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00			
	TRUCK# 90210		TRUCK# 90211		TRUCK# 90212		TRUCK# 90213		TRUCK# 90214				
	TRUCK# 8048		TRUCK# 8049		TRUCK# 8046		TRUCK# 8045		TRUCK# 8044				
	TRUCK# 305		TRUCK# 305		TRUCK# 305		TRUCK# 305		TRUCK# 305				
	TRUCK# 905		TRUCK# 905		TRUCK# 905		TRUCK# 905		TRUCK# 905				
8.00	TRUCK# 9038		TRUCK# 9037		TRUCK# 9036		TRUCK# 9035		TRUCK# 9034				
	TRUCK# 304		TRUCK# 304		TRUCK# 304		TRUCK# 304		TRUCK# 304				
	TRUCK# 730430		TRUCK# 730415		TRUCK# 830245		TRUCK# 9001230		TRUCK# 7001630				

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TRAINEE

WEEKLY TIME SHEET

WEEK OF 1/7/08 TO 1/11/08

NAME	SATURDAY		SUNDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT			

Sample
Please do not write in the upper spaces.

Sample	8:00	5:00	8:00	5:00																	
	308		308		308																
	7:30	4:45	7:30	4:15	7:30	4:15	7:30	3:50													

DATES (PLEASE WRITE YOUR NAME):

DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE -

AB TRUCKING

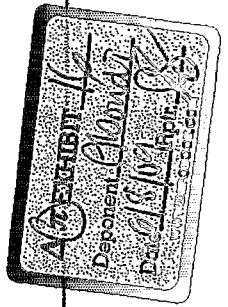
WEEKLY TIME SHEET

WEEK OF 8/29/07 TO 9/4/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Sample	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00			
	:	:	:	:	:	:	:	:	:	:			
	:	:	:	:	:	:	:	:	:	:			
	:	:	:	:	:	:	:	:	:	:			
	:	:	:	:	:	:	:	:	:	:			
	:	:	:	:	:	:	:	:	:	:			
	:	:	:	:	:	:	:	:	:	:			

NOTES (PLEASE WRITE YOUR NAME): *NO CATCH-UPS*



Payroll Services
COMPLETE PAYROLL WEB ENTRY

OAKLAND PORT SERVICES CORPORATION

- Company
- Employee
- Tools
- Manual Check
- Reports
- Check Printing
- History
- Tools
- Help
- HR Assistant

Payroll Confirmation Receipt

Thank you for using Complete Payroll Web Entry! Your payroll has been submitted successfully for processing. In about 20 minutes, payroll processing will be complete, and you will be able to log back in to your company. You can then print your paychecks (if you print them locally) and view and print payroll reports.

Please print this page for your records.

Customer ID:

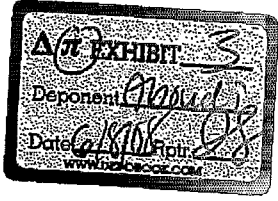
Email:

Date Submitted: 01/24/2007 at 11:58:16

Reference Job Number: 00000000017

Click the Logout button to exit Web Entry, or click the Company tab to process payroll for another company.

Payroll Confirmation Receipt



1/24/2007

Payroll Services
COMPLETE PAYROLL WEB ENTRY

OAKLAND PORT SERVICES CORPORATION

- Company
- Employee
- Manual Check
- Reports
- Check Printing
- History
- Tools
- Help
- HR Assistant

Start Finish

Payroll Finish

Please review your payroll information, then click Submit Payroll below. After about 20 minutes, you will be able to log back in to your company to print paychecks (if you print them locally) and to view or print payroll reports.

GENERAL INFO

Pay Period: **01/08/2007 - 01/19/2007** Email Confirmation To:
 Check Date: **01/26/2007** Delivery Method: **PACK WITH OTHER PAYROLL**

Number of Checks **0021**
 Number of Vouchers **0001**

GROSS PAYROLL TOTALS

Taxable Earnings

Paytype	Number	Reg.	Hours	Overtime	Line Total	Cum. Total
WAGES	20	1391.63	0.00	\$17,642.78	\$17,642.78	
SALARY	2	0.00	0.00	\$4,140.00	\$21,782.78	\$21,782.78

Pre-tax Deductions

This payroll has no pre-tax deductions

Pre-tax Total: **\$21,782.78** Previous Period: **\$21,059.59**

After-tax Paylines

Paytype	Number	Reg.	Hours	Overtime	Line Total	Cum. Total
ADVANCE	1	0.00	0.00	\$125.00	\$125.00	
MEDICAL	5	0.00	0.00	\$86.80	\$211.80	
GARN	1	0.00	0.00	\$143.31	\$355.11	\$355.11

Total: \$21,427.67

Click to see [gross payroll by employee](#), or for even more detail you can view a [pre-processing report](#) in PDF format.

[Previous](#) [Submit Payroll](#)

[Save and Finish Later](#)

1/24/2007

DEPT 100: OFFICE		DEPT 100: OFFICE		DEPT 100: OFFICE		DEPT 100: OFFICE		DEPT 100: OFFICE		DEPT 100: OFFICE		DEPT 100: OFFICE		DEPT 100: OFFICE		DEPT 100: OFFICE		DEPT 100: OFFICE	

OFFICE OF THE ATTORNEY GENERAL
 EMPLOYEES' SALARIES AND BENEFITS DIVISION
 STATE OF MICHIGAN
 DIVISION OF FINANCE

STATE OF MICHIGAN
 DEPARTMENT OF TREASURY
 DIVISION OF FINANCE
 EMPLOYEES' SALARIES AND BENEFITS DIVISION

Dept 200: DRIVERS

AW

EMPLOYEE	RATE	PTO	BONUS	ADJUSTMENT	DEDUCTIONS	TOTAL	REMARKS
D-43	11.00/hr						
D-37	11.00/hr	58.50					
D-42	11.00/hr	100.50					
D-2	14.00/hr	115.50					
D-16	14.00/hr	103.00					
Layon Y. Godfrey	11.00/hr	83.50					
D-43	11.00/hr	82.50					
MEDICAL					33.45		
GARN							

Category	WAGES PTO	WAGES PTO BONUS	WAGES PTO	WAGES PTO	MEDICAL	GARR
D-44	11.00/hr 11.00/hr	418.99	38.09			
D-4	16.50/hr 16.50/hr	1347.94	81.33		8.70	
D-15	13.50/hr 13.50/hr	915.78	67.83			
D-41	11.00/hr 11.00/hr	977.13	88.83			143.31
TOTALS:		1801.14	1424.21		8.70	143.31
D-43		-358.38	-32.58			
		18642.76	1391.63			

A B TRUCKING

WEEKLY TIME SHEET

WEEK OF

1/5/07 to 1/9/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Please do not write in the upper spaces.

Sample	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	TOTAL	TOTAL	TOTAL
D-15	TRUCK#	6	TRUCK#	901	TRUCK#	903	TRUCK#	903	TRUCK#	903	TRUCK#	903			
	OFF:	10:05	4:15	7:00	5:20	7:00	4:35	7:00	4:46				31.83	36	67.83
D-41	TRUCK#	46	TRUCK#	901	TRUCK#	901	TRUCK#	901	TRUCK#	901	TRUCK#	901			
	4 AM 5: PM	6:30	2:30	7:00	4:30	7:00	5:00	7:00	2:30				45.33	48.5	88.83
D-44	TRUCK#	809	TRUCK#	811	TRUCK#	811	TRUCK#	811	TRUCK#	811	TRUCK#	811			
	OFF:	9:45	9:10	7:20	9:00								12.98	25.67	38.09
Lavon Y Godfrey	TRUCK#	811	TRUCK#	811	TRUCK#	811	TRUCK#	811	TRUCK#	811	TRUCK#	811			
	OFF:	7:00	6:00	7:45	5:20	7:15	5:15	7:15	4:25				35.25	40.25	75.50

DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE



WEEKLY TIME SHEET

WEEK OF

1/8/07 to 1/12/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Please do not write in the upper spaces.

Sample	8:00		5:00		8:00		5:00		8:00		5:00		8:00		5:00				
	TRUCK#	901	TRUCK#	901	TRUCK#	307	TRUCK#	307	TRUCK#	307	TRUCK#	307	TRUCK#	307	TRUCK#	307			
D-41	9	9	9	9	6.5	6.5	7	7	7	7	7	7	7	7	7	7	43.5		
D-42	902	9	902	9	902	8.5	8.5	902	902	902	902	902	902	902	902	902	40.75		
Lavon Y Godfrey	208	8.48	208	4.5	901	9.25	8.11	8.11	8.11	8.11	8.11	8.11	8.11	8.11	8.11	8.11	48.05		
D-43	905	5.10	905	5.10	905	3.30	905	3.30	905	3.30	905	3.30	905	3.30	905	3.30	1		
D-44	905	9.17	905	9.17	905	9.17	905	9.17	905	9.17	905	9.17	905	9.17	905	9.17	28.67		

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TRUCKING

TRAINNEES WEEKLY

TIME SHEET

WEEK OF 1/15/07 TO 1/19/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Sample	Please do not write in the upper spaces.											
	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00		

D-43	OFF											

NOTES (PLEASE WRITE YOUR NAME):

DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE -

Payroll Services
COMPLETE PAYROLL WEB ENTRY

OAKLAND PORT SERVICES CORPORATION

- Company
- Employee
- Manual Check
- Reports
- Check Printing
- History
- Tools
- Help
- HR Assistant

Payroll Confirmation Receipt

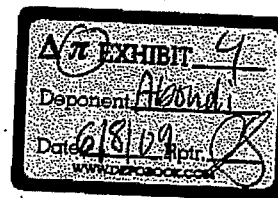
Thank you for using Complete Payroll Web Entry! Your payroll has been submitted successfully for processing. In about 20 minutes, payroll processing will be complete, and you will be able to log back in to your company. You can then print your paychecks (if you print them locally) and view and print payroll reports.

Please print this page for your records.

Customer ID:
 Email:
 Date Submitted: 02/07/2007 at 13:22:28
 Reference Job Number: 000000000017

Click the Logout button to exit Web Entry, or click the Company tab to process payroll for another company.

Print Payroll Confirmation Receipt



Payroll Services
COMPLETE PAYROLL WEB ENTRY

OAKLAND PORT SERVICES CORPORATION

- Company
- Employee
- Manual Check
- Reports
- Check Printing
- History
- Tools
- Help
- HR Assistant

Start: 01/22/2007 Finish: 02/02/2007

Payroll Finish

Please review your payroll information, then click Submit Payroll below. After about 20 minutes, you will be able to log back in to your company to print paychecks (if you print them locally) and to view or print payroll reports.

GENERAL INFO

Pay Period: 01/22/2007 - 02/02/2007 Email Confirmation To:

Check Date: 02/09/2007

Delivery Method: **PACK WITH OTHER PAYROLL**

Number of Checks 0021

Number of Vouchers 0000

GROSS PAYROLL TOTALS

Taxable Earnings

Paytype	Number	Reg.	Hours	Overtime	Line Total	Cum. Total
WAGES	19		1312.54	0.00	\$16,591.88	\$16,591.88
SALARY	2		0.00	0.00	\$4,140.00	\$20,731.88
						\$20,731.88

Pre-tax Deductions

This payroll has no pre-tax deductions

Pre-tax Total: **\$20,731.88** Previous Period: \$21,782.78

After-tax Paylines

Paytype	Number	Reg.	Hours	Overtime	Line Total	Cum. Total
ADVANCE	1		0.00	0.00	\$200.00	\$200.00
MEDICAL	5		0.00	0.00	\$86.80	\$286.80
GARN	3		0.00	0.00	\$335.62	\$622.42
						\$622.42

Total: \$20,109.46

Click to see [gross payroll by employee](#), or for even more detail you can view a [pre-processing report](#) in PDF format.

[Previous](#) [Submit Payroll](#)

[Save and Finish Later](#)

2/7/2007

1100 SOA CUMULATIVE PERS SERVICES CORP
 05/31/11
 EMPLOYEE

1100 SOA CUMULATIVE PERS SERVICES CORP
 05/31/11
 EMPLOYEE

Dept 200: DRIVERS

Employee	WAGES	PTO	WAGES	PTO	WAGES	PTO	WAGES	PTO	WAGES	PTO	WAGES	PTO	WAGES	PTO	WAGES	PTO	WAGES	PTO	WAGES	PTO	WAGES	PTO	WAGES	PTO	WAGES	PTO	WAGES	PTO	WAGES	PTO	WAGES	PTO	WAGES	PTO	WAGES	PTO	WAGES	PTO	
D-43	11.00/hr	11.00/hr																																					
D-37	11.00/hr	11.00/hr	703.62	63.92																																			
D-42	11.00/hr	11.00/hr	1039.50	99.5																																			
D-2	14.00/hr	14.00/hr	707.68	76.92																																			
D-16	14.00/hr	14.00/hr	583.78	41.67																																			
Lavon Y Godfrey	11.00/hr	11.00/hr	610.50	35.5																																			
D-38	11.00/hr	11.00/hr	788	68-																																			

GIVEN
 \$ 92.31

GARN
 100-

DEPARTMENT OF TRANSPORTATION
 FEDERAL BUREAU OF INVESTIGATION
 EMPLOYEE SERVICE CENTER

EMPLOYEE: [] SOCIAL SECURITY NUMBER: [] DATE: []

EMPLOYEE	WAGES	PTO	BONUS	MEDICAL	OTHER PAY	REMARKS
D-44	11.00/hr	11.00/hr				
D-4	16.50/hr	16.50/hr	79.58			
D-15	13.50/hr	13.50/hr	72.99			
D-41	11.00/hr	11.00/hr	58.71			
TOTALS:	16591.87	1912.54	4196	1150.80	235.42	

AB TRUCKING

WEEKLY TIME SHEET

WEEK OF 1/29/07 to 2/2/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			
Sample	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00			

Please do not write in the upper spaces.

Truck #	Truck #	Truck #	Truck #	Truck #	Truck #	Truck #	Truck #	Truck #	Truck #	Truck #	Truck #	Truck #	Truck #
D-37	7:30 5-02	8:00 4-30	7:45 4-30	8:00 4-30	7:50 4-30	7:50 4-30	7:50 4-30	7:50 4-30	7:50 4-30	7:50 4-30	7:50 4-30	7:50 4-30	7:50 4-30
D-2	7:30 4-15	7:30 2-30	7:50 3-15	7:50 4-30	7:50 4-30	7:50 4-30	7:50 4-30	7:50 4-30	7:50 4-30	7:50 4-30	7:50 4-30	7:50 4-30	7:50 4-30
D-42	7:00 4:30	3:00 3:00	7:00 4:15	7:00 4:30	7:00 4:30	7:00 4:30	7:00 4:30	7:00 4:30	7:00 4:30	7:00 4:30	7:00 4:30	7:00 4:30	7:00 4:30
D-16	6:30 4:30	5:00 3:30	6:30 2:10	6:00 3:00	7:15 4:45	7:15 4:45	7:15 4:45	7:15 4:45	7:15 4:45	7:15 4:45	7:15 4:45	7:15 4:45	7:15 4:45
D-38	10:00 5:00	8:00 6:00	10:00 5:00	8:00 6:00	10:00 5:00	8:00 6:00	10:00 5:00	8:00 6:00	10:00 5:00	8:00 6:00	10:00 5:00	8:00 6:00	10:00 5:00
D-4	7:00 10:00	7:00 9:50	7:00 9:50	7:00 9:50	7:00 9:50	7:00 9:50	7:00 9:50	7:00 9:50	7:00 9:50	7:00 9:50	7:00 9:50	7:00 9:50	7:00 9:50

DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE -

WEEKLY TRUCKING TIME SHEET

NAME: _____ WEEK OF 1/29/07 TO 2/2/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Sample: _____

Please do not write in the upper spaces.

8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00
------	------	------	------	------	------	------	------	------	------

Truck #	Truck #	Truck #	Truck #	Truck #	Truck #
D-37	TRUCK# 2004	TRUCK# 2004	TRUCK# 2004	TRUCK# 2004	TRUCK# 2004
D-2	TRUCK# 905	TRUCK# 905	TRUCK# 905	TRUCK# 905	TRUCK# 905
D-42	TRUCK# 902	TRUCK# 902	TRUCK# 902	TRUCK# 902	TRUCK# 907
D-16	TRUCK# 208	TRUCK# 208	TRUCK# 308	TRUCK# 308	TRUCK# 308
D-38	TRUCK# 804	TRUCK# 804	TRUCK# 804	TRUCK# 804	TRUCK# 804
D-4	TRUCK# 306	TRUCK# 306	TRUCK# 306	TRUCK# 306	TRUCK# 306

AB TRUCKING

WEEKLY

TIME SHEET

WEEK OF

1/29/07 to

2/2/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			
Sample	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00			
	TRUCK# 905		TRUCK# 903		TRUCK# 903		TRUCK# 903		TRUCK# 903				
	Please do not write in the upper spaces.												
D-15	7:00	4:55	7:00	4:55	7:00	4:15	7:00	4:00	7:00	11:00			
	TRUCK# 808		TRUCK# 808		TRUCK# 801		TRUCK# 801		TRUCK# 810				
	SICK												
D-41	OFF:		OFF:		OFF:		OFF:		OFF:				
	TRUCK#		TRUCK#		TRUCK#		TRUCK#		TRUCK#				
	SICK												
Lavon Y Godfrey	OFF:		OFF:		OFF:		OFF:		OFF:				
	TRUCK# 308		TRUCK# 308		TRUCK# 308		TRUCK# 308		TRUCK# 308				
	SICK												
DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE											3058	24.92	35.5
DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE											18.08	40.03	58.71
DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE											38.07	34.92	72.99

A B TRUCKING

WEEKLY TIME SHEET

WEEK OF

1/29/07

to 2/2/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Please do not write in the upper spaces.

Sample	TRUCK#	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00		
D-15	905			905		905		905		905			
		7:00	4:55	7:00	4:55	7:00	4:55	7:00	4:55	7:00	4:55		
	TRUCK#			TRUCK#		TRUCK#		TRUCK#		TRUCK#			
D-41		SICK		SICK									
		OFF:		OFF:		7:00	1:00	7:00	4:05	7:36	12:00		
	TRUCK#			TRUCK#		TRUCK#		TRUCK#		TRUCK#			
Lavon Y Godfrey		OFF:		OFF:									
		7:30	4:00	7:30	4:00	7:30	4:00	7:30	4:35	7:30	4:00		
	TRUCK#			TRUCK#		TRUCK#		TRUCK#		TRUCK#			
		:	:	:	:	:	:	:	:	:	:		
	TRUCK#			TRUCK#		TRUCK#		TRUCK#		TRUCK#			
		:	:	:	:	:	:	:	:	:	:		
	TRUCK#			TRUCK#		TRUCK#		TRUCK#		TRUCK#			
		:	:	:	:	:	:	:	:	:	:		
	TRUCK#			TRUCK#		TRUCK#		TRUCK#		TRUCK#			
		:	:	:	:	:	:	:	:	:	:		
	TRUCK#			TRUCK#		TRUCK#		TRUCK#		TRUCK#			

DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE

AB TRUCKING

WEEKLY TIME SHEET

WEEK OF 1/22/07 to 1/26/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Sample	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00			
--------	------	------	------	------	------	------	------	------	------	------	--	--	--

D-37	TRUCK# 904	8:00	5:00	TRUCK# 904	8:00	5:00	TRUCK# 904	8:00	5:00	TRUCK# 904	8:00	5:00	
------	------------	------	------	------------	------	------	------------	------	------	------------	------	------	--

D-2	TRUCK# 905	7:10	5:50	TRUCK# 905	8:15	5:00	TRUCK# 905	7:30	5:00	TRUCK# 905	7:30	5:00	32.17
-----	------------	------	------	------------	------	------	------------	------	------	------------	------	------	-------

D-42	TRUCK# 902	7:00	6:00	TRUCK# 902	7:00	5:30	TRUCK# 902	7:00	5:30	TRUCK# 902	7:00	6:15	49.25
------	------------	------	------	------------	------	------	------------	------	------	------------	------	------	-------

D-16	TRUCK# 306	7:00	4:30	TRUCK# 306	7:00	4:45	TRUCK# 306	7:00	4:00	TRUCK# 306	7:00	6:15	37.67
------	------------	------	------	------------	------	------	------------	------	------	------------	------	------	-------

D-38	TRUCK# 306	7:00	4:30	TRUCK# 306	7:00	4:45	TRUCK# 306	7:00	4:00	TRUCK# 306	7:00	6:15	37.67
------	------------	------	------	------------	------	------	------------	------	------	------------	------	------	-------

D-4	TRUCK# 306	7:00	4:30	TRUCK# 306	7:00	4:45	TRUCK# 306	7:00	4:00	TRUCK# 306	7:00	6:15	37.67
-----	------------	------	------	------------	------	------	------------	------	------	------------	------	------	-------

Please do not write in the upper spaces.

TRUCK# 904	TRUCK# 904	TRUCK# 904	TRUCK# 904	TRUCK# 904	TRUCK# 904	TRUCK# 904	TRUCK# 904	TRUCK# 904	TRUCK# 904	TRUCK# 904	TRUCK# 904	TRUCK# 904	TRUCK# 904
OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF

DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE

A B TRUCKING

WEEKLY TIME SHEET

WEEK OF 1/22/07 to 1/26/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

sample	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00			
--------	------	------	------	------	------	------	------	------	------	------	--	--	--

Please do not write in the upper spaces.

TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#
D-37	TRUCK# 904	TRUCK#	TRUCK# 904	TRUCK# 904	TRUCK# 904	TRUCK# 904	TRUCK# 904	TRUCK# 904	TRUCK# 904	TRUCK# 904
	7:10 5:50	OFF	1:30 5:00	1:40 3:30	1:30 3:40					
D-2	TRUCK# 905	TRUCK# 905	TRUCK# 908	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#
	7:30 5:00	7:30 5:05	7:30 4:30	7:30 5:00	7:30 3:05					
D-42	TRUCK# 902	TRUCK# 904	TRUCK# 902	TRUCK# 902	TRUCK# 902	TRUCK# 902	TRUCK# 902	TRUCK# 902	TRUCK# 902	TRUCK# 902
	7:00 6:00	7:00 5:30	5:00 5:30	7:00 4:00	7:00 6:15					
D-16	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#
	OFF	OFF	OFF	OFF	OFF					
D-38	TRUCK# 907	TRUCK# 907	TRUCK# 907	TRUCK# 907	TRUCK# 907	TRUCK# 907	TRUCK# 907	TRUCK# 907	TRUCK# 907	TRUCK# 907
	7:05:10	7:40 5:00	7:40 4:50	7:40 4:30	0:15 2:45					
D-4	TRUCK# 306	TRUCK# 306	TRUCK# 306	TRUCK# 306	TRUCK# 306	TRUCK# 306	TRUCK# 306	TRUCK# 306	TRUCK# 306	TRUCK# 306
	7:00 4:30	7:00 4:50	7:00 4:40	7:00 4:00	7:00 6:45					

- DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE -

AB TRUCKING

WEEKLY TIME SHEET

WEEK OF 1/22/07 to 1/26/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

sample	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00			
	TRUCK# 953		TRUCK# 965		TRUCK# 903		TRUCK# 903		TRUCK#				

D-41	6:35	1:15	7:00	4:15	7:00	4:55	7:00	4:07	OFF:				
	TRUCK# 901		TRUCK# 901		TRUCK# 901		TRUCK# 901		TRUCK#				

Lavon Y Godfrey	8:00	5:00	7:00	4:30	4:30	7:30	3:00	9:00	6:15				
	TRUCK#		TRUCK#		TRUCK#		TRUCK#		TRUCK#				

OFF:	7:30	4:40	7:30	5:00	7:30	4:45	OFF:						
TRUCK#			TRUCK#		TRUCK#		TRUCK#		TRUCK#				

DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE

AB TRUCKING

WEEKLY TIME SHEET

WEEK OF

1/22/07 to 1/26/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Please do not write in the upper spaces.

Sample	8:00		5:00		8:00		5:00		8:00		5:00		8:00		5:00		TOTAL	TOTAL	TOTAL	
	TRUCK#	IN	TRUCK#	OUT	TRUCK#	IN	TRUCK#	OUT	TRUCK#	IN	TRUCK#	OUT	TRUCK#	IN	TRUCK#	OUT				
D-15	963		963		903		903		903		903		903		903					
D-41																				
Layon Y Godfrey																				

DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE.

AB TRUCKING

TRAINNEES WEEKLY TIME SHEET

WEEK OF

1/22/07

TO

1/26/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			
Sample	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00			
D-43	7:00	6:00	7:00	5:30	7:00	8:20	7:00	8:00	7:00	5:00			

Please do not write in the upper spaces.

NOTES (PLEASE WRITE YOUR NAME):

DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE -

AB TRUCKING

WEEKLY TIME SHEET

TRAINNEES

WEEK OF 1/22/07 TO 1/26/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Sample	Please do not write in the upper spaces.											
	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00		

D-43	4:00	6:00	4:00	5:30	7:00	8:30	7:00	2:00	4:00	2:00	4:00	3:00	
------	------	------	------	------	------	------	------	------	------	------	------	------	--

NOTES (PLEASE WRITE YOUR NAME):

-DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE-

AB TRUCKING

TRAINEE'S WEEKLY

TIME SHEET

WEEK OF 1/29/07 TO 2/2/07

D-43

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Sample													
	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00			

Please do not write in the upper spaces.

200435 OFF 200465
200430 F 150

NOTES (PLEASE WRITE YOUR NAME):

DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE.

A B TRUCKING

TRAINER'S WEEKLY

TIME SHEET

WEEK OF

1/20/07 TO 2/2/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL	
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT				
Sample	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00				
Please do not write in the upper spaces.														
D-43	7:00 - 4:30 OFF											4:30	4:30	

NOTES (PLEASE WRITE YOUR NAME):

DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE -													

- Company
- Employee
- Manual Check
- Reports
- Check Printing
- History
- Tools
- Help
- HR Assistant

Payroll Confirmation Receipt

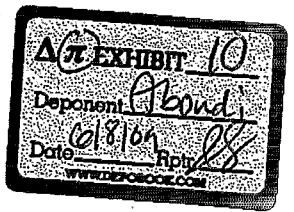
Thank you for using Complete Payroll Web Entry! Your payroll has been submitted successfully for processing. In about 20 minutes, payroll processing will be complete, and you will be able to log back in to your company. You can then print your paychecks (if you print them locally) and view and print payroll reports.

Please print this page for your records.

Customer ID:
Email:
Date Submitted: 11/28/2007 at 12:00:55
Reference Job Number: 000000000042

Click the Logout button to exit Web Entry, or click the Company tab to process payroll for another company.

Print Payroll Confirmation Receipt



Payroll Services
COMPLETE PAYROLL WEB ENTRY

OAKLAND PORT SERVICES CORPORATION

- Company
- Employee
- Manual Check
- Reports
- Check Printing
- History
- Tools
- Help
- HR Assistant

Payroll Finish

Please review your payroll information, then click Submit Payroll below. After about 20 minutes, you will be able to log back in to your company to print paychecks (if you print them locally) and to view or print payroll reports.

GENERAL INFO

Pay Period: 11/12/2007 - 11/23/2007 Email Confirmation To:

Check Date: 11/30/2007

Delivery Method: **PACK WITH OTHER PAYROLL**

Number of Checks 0023

Number of Vouchers 0001

GROSS PAYROLL TOTALS

Taxable Earnings

Paytype	Number	Reg.	Hours	Overtime	Line Total	Cum. Total
WAGES	22		1500.67	0.00	\$18,562.90	\$18,562.90
SALARY	2		0.00	0.00	\$3,839.94	\$22,402.84
PTO	11		104.67	0.00	\$1,524.06	\$23,926.90
						\$23,926.90

Pre-tax Deductions

This payroll has no pre-tax deductions

Pre-tax Total: \$23,926.90

Previous Period: \$20,036.94

After-tax Paylines

Paytype	Number	Reg.	Hours	Overtime	Line Total	Cum. Total
ADVANCE	1		0.00	0.00	\$100.00	\$100.00
MEDICAL	5		0.00	0.00	\$67.70	\$167.70
						\$167.70

Total: \$23,759.20

Click to see [gross payroll by employee](#), or for even more detail you can view a [pre-processing report](#) in PDF format.

Previous Submit Payroll

Save and Finish Later

11/28/2007

1998				1999				2000				2001				2002				2003				2004				2005				2006				2007			
DATE	EMPLOYEE	POSITION	DEPT	DATE	EMPLOYEE	POSITION	DEPT	DATE	EMPLOYEE	POSITION	DEPT	DATE	EMPLOYEE	POSITION	DEPT	DATE	EMPLOYEE	POSITION	DEPT	DATE	EMPLOYEE	POSITION	DEPT	DATE	EMPLOYEE	POSITION	DEPT	DATE	EMPLOYEE	POSITION	DEPT	DATE	EMPLOYEE	POSITION	DEPT	DATE	EMPLOYEE	POSITION	DEPT
Dept 100: OFFICE																																							

07058-000001-0020-191911-9

* Blank = Normal V = Vacation S = Sick H = Holiday

Dept 200: DRIVERS

Employee ID	WAGES	PTO	BONUS	MEDICAL	GARRN
D-54	184.03	14.73			
D-54	81	760.65	69.15		
D-2	108	1033.65	68.91	14.35	
D-16	120	1024.50	68.3		
D-58		11.00/hr			GARRN
D-38	96	798	66.5		
D-59		17.00/hr	71.33		
D-4	136	17.00/hr	74.56	8.70	

Blank = Normal V = Vacation S = Sick H = Holiday

PORT SERVICES COMPANY
 EMPLOYEE: *107096-000001-0020-161811-8*

EMPLOYEE	DATE	WAGES	PTO	VACATION	SICK	HOLIDAY	OTHER PAY	TOTAL
D-57	7/24/06	11.00/hr						
D-15	7/24/06	13.50/hr						
D-60	7/24/06	11.00/hr						
D-55	7/24/06	12.00/hr						
D-41	7/24/06	11.00/hr						
D-65	7/24/06	11.00/hr						
D-63	7/24/06	11.00/hr						
D-64	7/24/06	11.00/hr						
D-61	7/24/06	11.00/hr						
D-62	7/24/06	11.00/hr						

107096-000001-0020-161811-8 * Blank = Normal V = Vacation S = Sick H = Holiday

NEW 67.90
 ADV / 00



WEEKLY TIME SHEET

WEEK OF

11/19/07 to 11/23/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Please do not write in the upper spaces.

Sample	TRUCK#	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00			
D-54	9004 9	7:30	5:30	7:30	4:30	7:30	5:00	7:30	4:30	7:30	4:30	PT 8	33.57	35.57
D-2	9005 8	7:30	4:35	7:30	4:45	7:30	4:15	7:30	4:45	7:30	4:45	PT 8	32.33	34.57
D-38	9003 8	7:30	5:00	7:30	4:45	7:30	5:00	7:30	4:45	7:30	4:45	PT 8	31.75	34.75
D-16	9003 8	7:30	4:30	7:30	5:10	7:30	4:38	7:30	4:38	7:30	4:38	PT 8	32.90	39
D-65	809 8	7:30	4:30	7:30	4:30	7:30	4:00	7:30	3:00	7:30	3:00	PT 8	30	30.08
D-59	812 8	7:30	4:20	7:30	5:10	7:30	4:30	7:30	4:30	7:30	4:45	PT 8	32.75	38.57

DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE

ZAB TRUCKING

WEEKLY TIME SHEET

WEEK OF 11/12/07 to 11/16/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Sample	Please do not write in the upper spaces.											
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D-54	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00			
	90458			9048			9048			9046			9047			35.58		

D-2	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00			
	90458			90458			90458			90458			90458			36.58		

D-38	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00			
	90458			90458			90458			90458			90458			34.75		

D-16	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00			
	90458			90458			90458			90458			90458			39		

D-58	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00			
	90458			90458			90458			90458			90458			3		

D-65	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00			
	90458			90458			90458			90458			90458			38.08		

D-59	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00	TRUCK#	8:00	5:00			
	90458			90458			90458			90458			90458			38.58		

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AB TRUCKING

WEEKLY TIME SHEET

WEEK OF

11/19/07 to 11/23/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Sample	Please do not write in the upper spaces.											
	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00

D-4	TRUCK# 307	8:00	5:00	TRUCK# 207	8:00	5:00	TRUCK# 907	8:00	5:00	TRUCK# 307	8:00	5:00	TRUCK# 802	7:00	4:45	35.23	39.33	74.56
	TRUCK# 807	7:00	4:45	TRUCK# 807	7:00	4:45	TRUCK# 807	7:00	4:45	TRUCK# 807	7:00	4:45	TRUCK# 807	7:00	4:45			

D-57	TRUCK# 811	7:30	4:55	TRUCK# 811	7:30	4:25	TRUCK# 811	7:30	4:33	TRUCK# 806	7:30	4:26	TRUCK# 806	7:30	4:15	33.33	35.26	68.59
	TRUCK# 305	7:00	5:00	TRUCK# 306	7:00	4:45	TRUCK# 306	7:00	4:50	TRUCK# 306	7:00	4:45	TRUCK# 306	7:00	4:45			

D-60	TRUCK# 802	7:30	4:55	TRUCK# 802	7:30	4:10	TRUCK# 802	7:30	4:14	TRUCK# 802	7:30	4:23	TRUCK# 802	7:30	4:14	30.57	34.75	65.32
	TRUCK# 802	7:30	4:55	TRUCK# 802	7:30	4:10	TRUCK# 802	7:30	4:14	TRUCK# 802	7:30	4:23	TRUCK# 802	7:30	4:14			

D-63	TRUCK# 907	7:30	5:05	TRUCK# 907	7:30	4:40	TRUCK# 907	7:30	4:30	TRUCK# 907	7:30	4:30	TRUCK# 907	7:30	4:30	32.75	38.68	71.43
	TRUCK# 804	7:30	5:05	TRUCK# 804	7:30	4:40	TRUCK# 804	7:30	4:30	TRUCK# 804	7:30	4:30	TRUCK# 804	7:30	4:30			

D-64	TRUCK# 804	7:30	5:57	TRUCK# 804	7:30	4:10	TRUCK# 804	7:30	4:15	TRUCK# 804	7:30	4:15	TRUCK# 804	7:30	4:15	30.08	37.02	67.10
	TRUCK# 804	7:30	5:57	TRUCK# 804	7:30	4:10	TRUCK# 804	7:30	4:15	TRUCK# 804	7:30	4:15	TRUCK# 804	7:30	4:15			

D-63	TRUCK# 804	7:30	5:57	TRUCK# 804	7:30	4:10	TRUCK# 804	7:30	4:15	TRUCK# 804	7:30	4:15	TRUCK# 804	7:30	4:15	30.08	37.02	67.10
	TRUCK# 804	7:30	5:57	TRUCK# 804	7:30	4:10	TRUCK# 804	7:30	4:15	TRUCK# 804	7:30	4:15	TRUCK# 804	7:30	4:15			

11/5-11/9/07 38.27, 10/29-11/2/07 15.75

AB TRUCKING

WEEKLY TIME SHEET

WEEK OF

11/12/07 to 11/16/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Please do not write in the upper spaces.

Sample	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00			
D-4	TRUCK# 307		TRUCK# 307		TRUCK# 613		TRUCK# 613		TRUCK# 613		TRUCK# 613		TRUCK# 613
	6:40	4:10	7:00	4:50	7:00	4:50	7:00	4:30	7:00	4:30			39.93
D-57	TRUCK# 811		TRUCK# 811		TRUCK# 811		TRUCK# 811		TRUCK# 811		TRUCK# 811		TRUCK# 811
	7:30	5:00	7:30	4:30	7:30	2:45	7:00	2:45	7:00	2:45	7:00	4:45	35.25
D-60	TRUCK# 306		TRUCK# 306		TRUCK# 306		TRUCK# 306		TRUCK# 306		TRUCK# 306		TRUCK# 306
	7:30	4:10	7:30	4:30	7:30	2:46	7:30	4:50	7:30	4:05			34.75
D-55	TRUCK#		TRUCK#		TRUCK#		TRUCK#		TRUCK#		TRUCK#		TRUCK#
	OFF		OFF		OFF		OFF		OFF		OFF		OFF
D-63	TRUCK# 902		TRUCK# 902		TRUCK# 902		TRUCK# 902		TRUCK# 902		TRUCK# 902		TRUCK# 902
	7:30	4:30	7:30	4:30	7:30	5:09	7:30	2:47	8:00	4:45			38.60
D-64	TRUCK# 804		TRUCK# 804		TRUCK# 804		TRUCK# 804		TRUCK# 804		TRUCK# 804		TRUCK# 804
	7:30	4:11	7:30	4:45	7:30	3:15	7:30	3:00	7:30	4:25			37.02

- DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE -

A B TRUCKING

WEEKLY TIME SHEET

WEEK OF

11/19/07 to 11/23/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Please do not write in the upper spaces.

Sample	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00	8:00	5:00
D-54	TRUCK# 904		TRUCK# 904		TRUCK# 904		TRUCK# 904		TRUCK# 904	
D-2	TRUCK# 905		TRUCK# 905		TRUCK# 905		TRUCK# 905		TRUCK# 905	
D-38	TRUCK# 903		TRUCK# 903		TRUCK# 903		TRUCK# 903		TRUCK# 903	
D-16	TRUCK# 308		TRUCK# 308		TRUCK# 308		TRUCK# 308		TRUCK# 308	
D-65	TRUCK# 809		TRUCK# 809		TRUCK# 809		TRUCK# 809		TRUCK# 809	
D-59	TRUCK# 812		TRUCK# 812		TRUCK# 812		TRUCK# 812		TRUCK# 812	

DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE -

TRUCKING

WEEKLY TIME SHEET

WEEK OF 11/19/07 to 11/23/07

NAME	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			

Please do not write in the upper spaces.

Sample	8:00 5:00		8:00 5:00		8:00 5:00		8:00 5:00		8:00 5:00		TRUCK#	TRUCK#
	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#	TRUCK#		
D-4	804	804	804	804	804	804	804	804	804	804	804	804
D-57	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30
D-60	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30
D-63	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30
D-64	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30

- DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE -

TRAILBLAZER TIME SHEET

WEEK OF 11/19/07 TO 11/23/07

NAME	SATURDAY		SUNDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT			

Example Please do not write in the upper spaces.

8:00 5:00 8:00 5:00

ID	SATURDAY		SUNDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL				
	IN	OUT	IN	OUT							
D-61	7:00	4:30	7:00	4:45	7:00	4:50	7:00	4:30			
D-70	1:30	4:55	7:30	4:35	7:30	4:15	7:30	2:45			

PLEASE WRITE YOUR NAME: D-61 NEED TO GET PAY PER BILL

TRAVELER TIME SHEET

WEEK OF 10/29/07 TO 11-7-07

NAME	SATURDAY		SUNDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT			

Please do not write in the upper spaces.

Sample D-65	8:00	5:00	8:00	5:00			
	<i>9:05</i>		<i>9:05</i>		<i>9:05</i>	<i>9:05</i>	
			<i>7:30</i>	<i>4:42</i>	<i>3:57</i>	<i>3:00</i>	<i>7:30</i>
<small>WRITE BEYOND THIS LINE.</small>							

D-63	8:00	5:00	8:00	5:00	8:00	7:00	8:00
	<i>8:09</i>		<i>8:09</i>		<i>8:09</i>	<i>7:00</i>	<i>8:09</i>
			<i>7:30</i>	<i>4:42</i>	<i>3:57</i>	<i>3:00</i>	<i>7:30</i>
<small>DO NOT WRITE BEYOND THIS LINE. DO NOT WRITE BEYOND THIS LINE. DO NOT WRITE BEYOND THIS LINE.</small>							

D-64	8:00	5:00	8:00	5:00	8:00	7:00	8:00
	<i>8:04</i>		<i>8:04</i>		<i>8:04</i>	<i>7:30</i>	<i>6:04</i>

ES (PLEASE WRITE YOUR NAME):

D-63 NEED TO GET PAY 2 DAYS 11-1-07 to 11-2-07

PER BILL

11/27/07 TUE 14:05 FAX 5168350832

004

TRAILER TIME SHEET

WEEK OF 11/19/07 TO 11/23/07

NAME	SATURDAY		SUNDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT			
Sample	Please do not write in the upper spaces.						
	8:00	5:00	8:00	5:00			
					TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL

D-61	8:5		8:30		8:30		HOLIDAY		8:5		
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	
	7:00	4:30	7:00	4:45	7:00	4:50	7:00	4:30	7:00	4:30	
D-70	7:30	4:35	7:30	4:35	7:30	4:35	7:30	4:45	7:30	4:45	
	:	:	:	:	:	:	:	:	:	:	
	:	:	:	:	:	:	:	:	:	:	
	:	:	:	:	:	:	:	:	:	:	
	:	:	:	:	:	:	:	:	:	:	
	:	:	:	:	:	:	:	:	:	:	
	:	:	:	:	:	:	:	:	:	:	
	:	:	:	:	:	:	:	:	:	:	

PLEASE WRITE YOUR NAME: D-61
NEED TO GET PAY PER BILL

11/5-11/9/07. EARLY 32 HOURS

DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE - DO NOT WRITE BEYOND THIS LINE

TRANNEX TIME SHEET

WEEK OF 11/12/07 to 11/16/07

NAME	SATURDAY		SUNDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL
	IN	OUT	IN	OUT			

<i>Sample</i>	Please do not write in the upper spaces.						
8:00	5:00	8:00	5:00				

Sample	SATURDAY		SUNDAY		TOTAL THIS WEEK	TOTAL LAST WEEK	TOTAL					
	IN	OUT	IN	OUT								
D-61	8:08	9:17	6:75	6:05	85		3875					
D-64	7:00	4:05	7:00	5:10	7:00	8:45	7:00	2:15	7:00	4:30		
D-62	7:30	1:10	9:35	4:30	7:30	1:30PM	7:30AM	2:45 PM	7:30	4:30		
D-70	7:30	2:45	9:30	4:50	7:30	4:00						

ES (PLEASE WRITE YOUR NAME): D-61 NEED TO GET PAY PER BILL

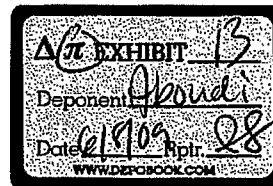
OAKLAND PORT SERVICES CORP.
 PH. 510-835-0930
 1401 GEORGIA ST
 VALLEJO, CA 94590

THIS IS NOT A CHECK *VOID*

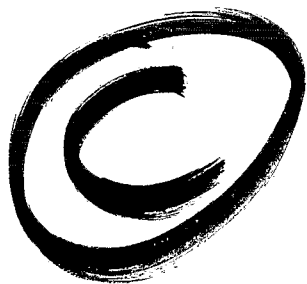
136-08331 P:070708 D:000200 E:00074 V:999999
 LAVON Y. GODFREY

*VOID*VOID*VOID*

Company	Location	Department	Employee	Voucher	LAVON Y. GODFREY					
Check Date	Period	Beginning	Ending	Description	Type	Rate	Hours	OT %	Current	Year to Date
136-08331		200	74	999999						
7/06/07	BIWEEKLY									
OAKLAND PORT SERVICES CORP. PH. 510-835-0930 1401 GEORGIA ST VALLEJO, CA 94590				WAGES		12.0000	31.87		382.44	8,063.82
				PTO						
				TOTAL EARNINGS					382.44	8,159.82
LAVON Y. GODFREY Home Lctn: Home Dept: 200				Taxes						
				FEDERAL WITHHOLDING					158.76	
				SOCIAL SECURITY		23.71			505.92	
				MEDICARE		5.55			118.32	
				CA WITHHOLDING					3.92	
				CA DISABILITY		2.29			48.94	
				TOTAL TAXES					31.55	835.86
				Net Pay					350.89	7,323.96
Withholding Tax Information Federal: S-03 CA: S-03										
Visit Your Personal Compensation										
Your Social Security Number										



2007 Godfrey
0368



SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

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 JOVI ABOUDI

ALAMEDA, CALIFORNIA

FRIDAY, SEPTEMBER 11, 2009

REPORTED BY:

SARAH M. HURD MONTGOMERY

CSR NO. 11442

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

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 JOVI ABOUDI, taken on behalf of
the Plaintiffs, at 1001 Marina Village Parkway,
Suite 200, Alameda, California 94501, beginning at
10:03 a.m. and ending at 11:52 a.m., on Friday,
September 11, 2009, before Sarah M. Hurd Montgomery,
CSR No. 11442.

1
2 APPEARANCES:
3

4 FOR THE PLAINTIFF:

5 WEINBERG, ROGER & ROSENFELD
6 BY: Lisl R. Duncan, Esq.
7 1001 Marina Village Parkway, Suite 200
8 Alameda, California 94501
9 (510) 337-1001

10 FOR THE DEFENDANTS, OAKLAND PORT SERVICES CORP, ET
11 AL.:

12 AB TRUCKING, OAKLAND PORT SERVICES CORPORATION
13 By: Jay Ian Aboudi, Esq.
14 11 Burma Road
15 Oakland, California 94607
16 (510) 835-0930

17 FOR JOVI ABOUDI:

18 LAW OFFICES OF MICHAEL BROAD
19 By: Michael Broad, Esq.
20 166 Santa Clara Avenue
21 Oakland, California 94610
22 (510) 835-5772

23 ALSO PRESENT: BILL ABOUDI
24
25

1 Q. Okay. Is it an integrated process or do you do
2 it all -- do you keep the accounts separated?

3 A. Separated.

4 Q. Okay. But do you do those functions from the
5 same office?

6 A. Yes.

7 Q. Okay. And could you tell me the names of the
8 companies that you do payroll and time keeping for as
9 well?

10 A. For -- it's JF Corporation and Oakland Port
11 Scale.

12 Q. Okay. Are you familiar with the time keeping
13 process at AB Trucking?

14 A. No, not all.

15 Q. Okay. But do you receive time cards or time
16 sheets --

17 A. Yes.

18 Q. -- from the truck drivers?

19 A. Yes.

20 Q. Okay. With the truck driver's time on them?

21 A. Yes.

22 Q. Are you aware of who completes the time cards?

23 A. I don't see it physically.

24 Q. Mm-hmm.

25 A. So I -- no, I don't know.

1 Q. Okay. When do you receive the time cards in
2 payroll?

3 A. In payroll, usually on a Monday every two
4 weeks. Every other Monday.

5 Q. And how are the time sheets sent to you?

6 A. Usually by -- Bill would give it to me.

7 MR. BROAD: Thanks.

8 MS. DUNCAN: Q. Are the time cards kept for
9 every two weeks or are they kept for each week?

10 A. For every two weeks.

11 Q. Okay. Is there a written work schedule that
12 you compare the time sheets with in payroll?

13 A. Written worksheet?

14 Q. A work schedule or something that you compare?

15 A. No. No.

16 Q. Where -- do you know where the time cards are
17 kept?

18 MR. BROAD: At what point in time?

19 MS. DUNCAN: Q. After you receive them in
20 payroll.

21 A. I file them.

22 Q. You file them?

23 A. Mm-hmm.

24 Q. In your office?

25 A. In the office, in the Oakland office.

1 Q. Okay. And how long do you usually maintain or
2 keep --

3 A. We keep them forever.

4 Q. Forever.

5 A. Yes.

6 Q. Who has access to the time cards that you
7 store?

8 A. The two people that I oversee in Oakland -- I
9 mean Vallejo.

10 Q. And what are their position titles or their
11 functions?

12 A. One is in charge of billing. And one is in
13 charge of accounts receivables.

14 Q. And is one of those people Beth?

15 A. Elizabeth.

16 Q. Elizabeth?

17 A. Yes.

18 Q. Is she in charge of --

19 A. Accounts receivables.

20 Q. And who is the person in charge of billing?

21 A. It's Alisa Veron.

22 Q. So in payroll, who reviews the time sheets or
23 the time cards before they are entered into the payroll
24 system?

25 A. Somebody in Oakland.

1 Q. But in your office?

2 A. In my office, just me.

3 Q. Just you, okay. Okay. So you said you don't
4 compare them to a work schedule, but do you compare the
5 time cards to anything else in order to create the
6 payroll?

7 A. No, I just do whatever times that are on there.

8 Q. Okay.

9 A. We rely on those numbers.

10 Q. And if you have questions about anything that
11 you see on the time cards in order to enter it into
12 payroll, who do you bring those questions to?

13 A. To Bill. Or if it's just a matter of numbers
14 that I can't read, then I call up anybody in Oakland to
15 verify just numbers, if I can't read the number.

16 Q. And by "anybody in Oakland," do you mean the
17 two women who work in the office?

18 A. Yes.

19 Q. Okay. But if it's a different question, other
20 than numbers, you ask --

21 A. I just ask numbers because all I do is input
22 whatever they have on there.

23 Q. Okay. And has this been your procedure for the
24 past four years?

25 A. Yes.

1 Q. Okay. Does AB Trucking pay weekly or biweekly?

2 A. Biweekly.

3 Q. Biweekly. Okay. So when an employee -- you
4 said you received the time cards on Monday.

5 A. Mm-hmm.

6 Q. When is the payroll usually processed by?

7 A. Tuesday.

8 Q. By Tuesday.

9 A. Latest is Wednesday morning.

10 Q. Okay. And then when would an employee receive
11 their check?

12 A. Friday before 5:00.

13 Q. So in an example, if the employee is paid on
14 Friday, what pay period would that check cover?

15 A. The two weeks prior to that Friday.

16 Q. Great. Okay. And that's always how it works?

17 A. Yes. Yeah.

18 Q. If there's any area in the time sheet that's
19 not filled in -- I think this goes back to what you were
20 saying about numbers and calling the Vallejo office --
21 if there's places in the time sheet that are not filled
22 in, do you or anyone in the payroll office fill in those
23 blanks?

24 A. No.

25 Q. So if there's a place where a driver has

1 are made in the week that shows at the top of the
2 worksheet or if those handwritten changes are made the
3 next time?

4 A. No, the time that I am working on it.

5 Q. Okay.

6 A. For the coming --

7 MR. BROAD: Objection, vague and ambiguous.
8 But go ahead. At the time?

9 THE WITNESS: At the time.

10 MS. DUNCAN: Q. Okay. Do you pay -- in
11 payroll, do you guys pay at an overtime rate?

12 A. The office people, yes; the drivers, no.

13 Q. Okay. And that's been the same throughout the
14 past?

15 A. Yes, mm-hmm.

16 Q. How are the paychecks to drivers distributed?

17 A. I don't know.

18 Q. You don't know. If the drivers have direct
19 deposit, would you be responsible for arranging that?

20 A. We haven't done that.

21 Q. But you don't -- okay.

22 MR. BROAD: Objection, assumes facts not in
23 evidence.

24 MR. BILL ABOUDI: You're awake.

25 MS. DUNCAN: Q. Okay. So once you get the --

1 Q. When you generate the time sheets with the
2 names on them, do you have a separate time sheet for
3 trainees?

4 MR. BROAD: Just a second. Objection,
5 misstates the testimony. Ms. Aboudi never said she
6 generates the time sheets, I believe. The time cards
7 are given to her.

8 MS. DUNCAN: Q. Okay. Well, I believe you
9 said that when there's a new employee you update the
10 names on the time sheets?

11 A. Just update the names and send it to them.
12 So --

13 MS. DUNCAN: That's what I was referring to.

14 MR. BROAD: Okay. Sure.

15 THE WITNESS: But I have no control. If you
16 look at them, it's written by them, handwritten by them,
17 so --

18 MS. DUNCAN: So it's not --

19 THE WITNESS: Yeah, sometimes we don't even
20 know who those people are. We don't know them. I only
21 get the people who are going to get paid. And
22 sometimes, you know, the work sheets for, what did you
23 say, for the trainee?

24 MS. DUNCAN: Q. Right. I was simply wondering
25 if payroll designates the time sheets as separate for

1 trainees.

2 A. No, I don't know that.

3 Q. You don't, okay. Do you know if the trainees,
4 those designated as trainees, are listed on the payroll?

5 A. Trainees are listed -- which payroll?

6 Q. The payroll that you create from the time
7 sheets.

8 A. Not unless they need to get paid, yes.

9 Q. And in payroll, how do you know if they do not
10 need to get paid?

11 A. Bill will tell me.

12 Q. Are you able to see, based on looking at the
13 time sheets alone, who should be on payroll and who
14 should not?

15 A. Based on the time sheets -- on the trainee, I
16 don't know.

17 Q. Okay. Would you add someone who has been a
18 trainee onto the payroll after a certain amount of time?

19 A. If I have been told.

20 Q. Okay. If you have been told. Do drivers
21 receive benefits?

22 A. What kind of benefits?

23 Q. Any benefits.

24 A. Medical.

25 Q. Medical. And I believe you said that you know

1 MS. DUNCAN: Page 23, 24, 26, 27 and 25.

2 THE WITNESS: Yes.

3 MS. DUNCAN: Q. The handwriting in those
4 columns on these particular pages, is that your
5 handwriting?

6 A. Yes.

7 Q. And are they calculations that you have made
8 based on the in and out times?

9 A. Yes.

10 Q. And the numbers written above the in and out
11 times on those pages I just listed, is that your
12 handwriting?

13 A. Which ones are they? There's a lot of writing
14 inside of them.

15 MR. BROAD: Good.

16 MS. DUNCAN: Q. For instance, on page 23, in
17 the Monday column --

18 A. Yes.

19 Q. -- two rows down --

20 A. Mm-hmm. Two rows down.

21 Q. -- it says eight, do you see that?

22 A. That's me.

23 Q. That's you. So on Tuesday in the same row
24 7.25?

25 A. Yes.

1 MR. BROAD: That's you?

2 THE WITNESS: That's me.

3 MS. DUNCAN: Q. Wednesday, 8.5, is that you?

4 A. That's me.

5 Q. And Thursday and Friday, 6.5 and 7.2?

6 A. Let's see, 7.2, yes, that's me.

7 Q. And how do you make those calculations?

8 A. TimeCalc.

9 Q. And what numbers do you enter into TimeCalc?

10 A. We put in as 7:30, out as 4:30.

11 Q. And do you subtract any other time from that?

12 A. Yes, the TimeCalc would do the -- its own
13 calculation for the hour break.

14 Q. Okay. And did you enter that into TimeCalc?

15 A. Yes.

16 Q. So it's an automatic setting?

17 A. Yes.

18 MS. DUNCAN: This is Exhibit 3.

19 MR. BROAD: Thank you.

20 MS. DUNCAN: Mm-hmm. Could we turn to page 12.

21 Q. In the total this week column for driver 43 --

22 A. Mm-hmm, yes.

23 Q. -- there's an X. Do you have an understanding
24 as to what this would indicate?

25 A. I have to see the whole package. I don't know.

1 MS. DUNCAN: It's at the top of the pay stub to
2 the left of where it says Lavon.

3 Q. Is the reason that the beginning and the ending
4 of the pay period, is the reason that those two sections
5 are blank is because it is not a pay period?

6 A. Manual check.

7 Q. A manual check.

8 Exhibit 16. So at the bottom of this page is a
9 little note. Is that your handwriting?

10 A. Yes.

11 Q. Do you know why you would have written that?

12 A. This could be the two people that I oversee in
13 Oakland -- in Vallejo. So it must have been a personal
14 problem with them, so they didn't have any lunch break.

15 Q. Okay.

16 A. They went home early.

17 Q. Do you -- have you ever received instructions
18 from Bill or one of the two -- other two people working
19 in the Oakland office to make a note like this for any
20 of the employees in the Oakland office?

21 A. Yes.

22 Q. For the drivers as well?

23 A. Yes.

24 Q. And for purposes of payroll, how would you use
25 this note?

1 A. Then I don't deduct an hour break.

2 Q. Okay. But it happens automatically, right, on
3 TimeCalc?

4 A. Yeah, it happens automatically.

5 Q. And then would you just add it back in?

6 A. Yes.

7 Q. This is Exhibit 18. You said earlier that you
8 don't integrate the payroll functions that you do?

9 A. Yes.

10 Q. Okay. But do any of the AB Trucking time
11 sheets look like this, what's shown in Exhibit 18?

12 A. No.

13 Q. Okay. So do you use this time sheet as part of
14 your role as payroll?

15 A. No.

16 Q. Okay. Do you recognize this document?

17 A. No.

18 Q. Okay. This is Exhibit 19 and Exhibit 20.

19 MR. BROAD: Okay, 19 and 20.

20 MS. DUNCAN: Q. Looking at Exhibit 19, this
21 one page, could you tell me what this is a copy of?

22 A. No. I don't know.

23 Q. Do you recognize this?

24 A. I don't know.

25 MR. BROAD: That's all right.

1 A. Nothing.

2 Q. Nothing, okay. So you already -- would you
3 already know the pay rate for this person, this D-32, in
4 payroll?

5 A. They all start at 11.

6 Q. So if you saw this instruction and you had
7 their application, you would simply enter them into
8 payroll?

9 A. Yes.

10 Q. Aside from a fax like this, what other ways
11 would people in the office or Bill communicate to you
12 that an employee is having a change in status?

13 A. They could call it in. They could write it
14 down on the time sheet.

15 Q. Okay. And I just want to confirm who has the
16 authority to let you know that an employee, their status
17 is changing, they are going to start being paid?

18 A. Bill.

19 Q. The next page, 230 --

20 A. Yes.

21 Q. -- is that a document that the temp created?

22 A. Yes.

23 Q. Yes, okay. So these documents that the temp
24 created, the one in this exhibit and the one we
25 discussed, did you keep those in payroll, did you store

1 State of California)

2 County of Sonoma)

3

4 I, SARAH M. HURD MONTGOMERY, hereby certify

5 that the witness in the foregoing deposition was by me

6 duly sworn to testify to the truth, the whole truth and

7 nothing but the truth, in the within entitled cause;

8 that said deposition was taken at the time and place

9 herein named; that the deposition is a true record of

10 the witness's testimony as reported to the best of my

11 ability by me, a duly Certified Shorthand Reporter and

12 disinterested person, and was thereafter transcribed

13 under my direction into typewriting by computer; that

14 the witness was given an opportunity to read, correct

15 and sign the deposition.

16 I further certify that I am not interested in

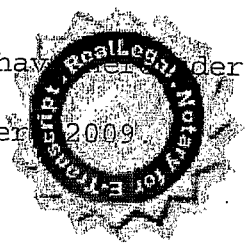
17 the outcome of said action nor connected with nor

18 related to any of the parties in said action nor to

19 their respective counsel.

20 IN WITNESS WHEREOF, I have hereunder subscribed

21 my hand on 25th day of September 2009



22

23 *[Handwritten signature]*

24 SARAH M. HURD MONTGOMERY, CSR 11442

25

DISK

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

---o0o---

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

Plaintiffs,

vs.

No. RG08-379099

COPY

OAKLAND PORT SERVICES CORP., dba
AB TRUCKING, and DOES 1 through
20, inclusive,

Defendants.

DEPOSITION OF LAVON GODFREY

VOLUME I

(Pages 1 to 201)

Taken before ERIN F. ROBINSON

CSR NO. 12199

June 24, 2009



One Kaiser Plaza, Suite 505
Oakland, California 94612
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www.aikenwelch.com

EXHIBIT D

DEPOSITION OF LAVON GODFREY

1
2
3 BE IT REMEMBERED, that pursuant to Notice, and on
4 the 24th day of June 2009, commencing at the hour of
5 10:15 a.m., in the Law Offices of Michael Broad, 166
6 Santa Clara Avenue, Oakland, California, before me,
7 ERIN F. ROBINSON, a Certified Shorthand Reporter,
8 personally appeared LAVON GODFREY, produced as a
9 witness in said action, and being by me first duly
10 sworn, was thereupon examined as a witness in said
11 cause.

12
13 ---o0o---

14
15 APPEARANCES:

16 For the Plaintiffs:

17 LISL R. DUNCAN, Esq.
18 Weinberg, Roger & Rosenfeld
19 1001 Marina Village Parkway, Suite 200
Alameda, California 94501

20 For the Defendant Oakland Port Services Corp, dba
AB Trucking:

21 MICHAEL BROAD, Esq.
22 Law Offices of Michael Broad
23 166 Santa Clara Avenue
24 Oakland, California 94610
25

1 A. It was in my employment while I was working
2 there.

3 Q. Do you know if it was at the end or the
4 beginning?

5 A. Right in the middle.

6 Q. Now, you mentioned that a man named Harold was
7 going to ride with you, is that correct, that day?

8 A. That's correct.

9 Q. And Harold was a trainee; is that correct?

10 A. I guess he was. He had his --

11 MS. DUNCAN: Calls for speculation. Vague.

12 BY MR. BROAD:

13 Q. If you know. Do you know if Harold was a
14 trainee?

15 A. I guess he was.

16 MS. DUNCAN: Don't guess.

17 BY MR. BROAD:

18 Q. Yeah, please don't guess because you're under
19 oath.

20 A. Yeah, he was a trainee. He worked for me. He
21 was in my truck and they asked me to show him around
22 the port, so that would mean he was training, yes.

23 Q. Prior to that day, had you been training Harold
24 or was this your first day of training?

25 MS. DUNCAN: Objection. Vague as to what

1 training is. Lack of foundation. Calls for
2 speculation.

3 THE WITNESS: Yes, he was with me for like
4 three days before that, prior to that, two or three
5 days prior to that.

6 BY MR. BROAD:

7 Q. And was it during those -- was it your custom
8 and practice when you were starting work to meet Harold
9 at the start of your shift?

10 MS. DUNCAN: Vague as to time.

11 THE WITNESS: Ask the question and break it
12 down. I don't understand it.

13 BY MR. BROAD:

14 Q. Sure. When you were training Harold those two
15 or three days before this incident took place, was it
16 your custom and practice to meet him at the start of
17 your shift?

18 A. Yes.

19 Q. And so when --

20 MS. DUNCAN: Objection as to training. Vague
21 as to training.

22 BY MR. BROAD:

23 Q. So at the time that this incident took place
24 with Carlos, it was the beginning of your shift,
25 correct?

1 of the day it is. But I can tell you this: I never
2 got a chance to take my break and sit and enjoy and eat
3 my food.

4 Q. I'm just talking about when you were with Jeff
5 the two weeks, before you were working on your own.

6 A. Exactly. Same thing.

7 Q. So you never got to sit and enjoy your
8 ten-minute breaks, a full ten-minute break?

9 A. No.

10 Q. And Jeff never did, either, correct, because
11 you were with him?

12 A. Exactly.

13 Q. So neither of you got a full ten-minute break
14 at any time during those first two weeks that you were
15 training with Jeff?

16 A. Not that I recall.

17 Q. Did you talk to him about that at all?

18 A. No.

19 Q. Did you bring it up at all?

20 A. No.

21 Q. Did it cause you any concern at all?

22 A. Yes. Strike that. I did ask him about it, and
23 he said, "Here we just eat on the go. We eat in our
24 truck, in line. We eat in our truck."

25 Q. "We eat in our truck"?

1 A. Exactly.

2 Q. And now you mentioned in line. Would Jeff --
3 did he say, "Oh, we're having a break and we're in
4 line"? Is that what he was saying?

5 A. No.

6 Q. So he never considered being in line a break,
7 did he?

8 A. No.

9 Q. Did he ever say to you, "It's time for us to
10 take a break; we need to take a ten-minute break"?

11 A. No.

12 Q. So who would decide that it was time to pull
13 over and take a break to get some food, Jeff or you?

14 A. Jeff.

15 Q. Would he call in to AB to see if it was okay?

16 A. No.

17 Q. He'd make that decision on his own?

18 A. Yes.

19 Q. Did you ever ask him to stay longer than the
20 five minutes?

21 A. No.

22 Q. Why not?

23 A. Because I was getting trained.

24 Q. So you felt that in your position as a trainee,
25 you weren't in a position to be telling him what to do?

1 A. Exactly.

2 Q. Now we're going to go to lunches during this
3 two-week period. Did you ever have a one-hour lunch
4 when you were with Jeff during those two-week periods?

5 A. No.

6 MS. DUNCAN: Objection. Calls for a legal
7 conclusion.

8 BY MR. BROAD:

9 Q. Did you ever have a half an hour break or
10 lunch?

11 A. No.

12 Q. What is the longest lunch period you had with
13 Jeff?

14 A. I don't recall that. I just remember eating my
15 food in the truck.

16 Q. When you were eating your food in the truck
17 during those two weeks, was the engine running?

18 A. I don't recall.

19 Q. When you were eating your food in the truck
20 during this two weeks, where were you located, at a
21 customer's facility or the AB yard or at the port?

22 A. I don't recall where we was. I just remember
23 being in the truck and eating in the truck.

24 Q. Do you recall if Jeff was doing anything while
25 you were eating like reading the paper?

1 A. I don't recall that.

2 Q. Or doing some other activity other than
3 driving?

4 A. I don't recall.

5 Q. Can you tell me when you were in the truck
6 eating your lunch, how long you were sitting there
7 eating without doing any activity, any work activity?

8 A. A couple of minutes and then the radio would go
9 bleep, bleep, "Trina, we've got to go."

10 Q. So the longest time that you remember -- what's
11 the longest time that you remember sitting, eating
12 lunch with Jeff?

13 A. I don't recall.

14 Q. Was it more than a half an hour?

15 A. Never.

16 Q. So it's always less than a half an hour?

17 A. Yes.

18 Q. Did Jeff ever complain to you about the lunch
19 being less than a half an hour?

20 A. No.

21 Q. Did you ever hear on the radio somebody --
22 would it be Trina on the radio or someone else on the
23 radio? I'm just curious, who would be on the radio
24 during those two weeks?

25 A. Trina or John. Trina or John.

1 Q. You were not answering the radio?

2 A. No.

3 Q. So did you ever see Erik take a full hour to
4 eat his lunch during those two weeks?

5 A. No.

6 Q. Did you ever see Erik -- what's the longest
7 time that you saw Erik eat his lunch before he got
8 interrupted by the radio?

9 A. I don't recall.

10 Q. Was it less than a half an hour?

11 A. I don't recall.

12 Q. Was it more than a half an hour?

13 A. I don't recall.

14 Q. But you know it wasn't an hour?

15 A. I know it wasn't an hour.

16 Q. But you can't tell me if it was more than a
17 half an hour?

18 A. I know it wasn't an hour and I know it wasn't
19 30 minutes.

20 Q. So it was always less than 30 minutes?

21 A. Exactly.

22 Q. And that was because while you and Erik were
23 eating your lunch, Trina would say there's another load
24 to do, there's another dispatch to do, correct?

25 A. Correct.

1 Q. And Erik would stop eating his lunch and go and
2 do the dispatch, correct?

3 A. You don't have to go into the dispatch. The
4 dispatch comes through your radio.

5 Q. So you would follow the instructions of the
6 dispatch?

7 A. Exactly.

8 Q. So is it your testimony that when Erik gets a
9 dispatch, he stops what he's doing, his personal
10 business, and he takes the dispatch?

11 A. That's what I recall.

12 Q. Did you get any -- you heard the dispatches
13 coming through the radio; is that correct?

14 A. That's correct.

15 Q. Did you ever hear -- was it only Trina or was
16 it Trina and John giving dispatches to Erik?

17 A. Trina and John.

18 Q. Did you ever hear during those two weeks when
19 Erik was getting dispatches that they wanted him to
20 stop what he was doing and get moving immediately?

21 A. No.

22 Q. So did you have an understanding as to why Erik
23 stopped his lunch and got moving immediately?

24 MS. DUNCAN: Objection. Lack of foundation.

25 BY MR. BROAD:

1 A. Exactly.

2 Q. What I want to focus on is these rumors you
3 heard around the yard that Bill would be upset if
4 people took too long for lunch, so they brought their
5 food.

6 Where did you hear these rumors from?

7 A. From Stephanie.

8 Q. Did you hear it from anybody else? Did anybody
9 else tell you that? Did Maurice tell you that?

10 A. Maurice told me that they be tripping, too.

11 Q. When you say, "They be tripping," is that Bill
12 would be tripping?

13 A. I don't know whether to say Bill or dispatch
14 because dispatch worked for Bill, so they got their
15 instructions from Bill.

16 Q. So somebody at AB would be upset if you took
17 too long for lunch?

18 A. Exactly.

19 Q. Did they ever tell you what AB would do if they
20 took too long for lunch?

21 A. No.

22 Q. Did they ever explain to you how AB got upset
23 when they took too long for lunch?

24 A. No.

25 Q. Did you ever ask?

1 A. No.

2 Q. But Stephanie and Maurice told you that they
3 bring their lunch because they want to avoid getting AB
4 upset for taking too long at lunch?

5 A. Right.

6 Q. Did Stephanie ever tell you how many times she
7 got reprimanded by AB for taking too long at lunch?

8 A. No. She just said, "Don't try to go in the
9 office to warm up your food because they really be
10 tripping then."

11 Q. What was your understanding of what that meant?

12 A. Well, I didn't have an understanding until I
13 was trying to warm up my food when I was taking lunch,
14 and Trina gave me this look like what are you doing in
15 here?

16 And Bill said, "What are you doing out of the
17 truck?" And I said I was warming up my food. And he
18 said, "Hurry up. I've got calls. I need you in the
19 port. I've got stuff to get done."

20 Q. That was your lunchtime, right?

21 A. I don't know whether it was or not because they
22 never would give it to me. I said, "I'm fed up. I
23 need to eat. I need to go in the office and warm my
24 food up." And when I tried to, that's what they said.
25 Let me tell you this: Every other driving company I

1 worked at, if you wanted to take a break, if you were
2 going to take a lunch, you called in, they okayed it,
3 you called back in when you get done. That never was
4 going on at AB.

5 Q. Right. So there was no -- none of the drivers
6 that you were aware of including yourself when you were
7 working there ever called in to take a break or ever
8 called in to take lunch, correct?

9 A. Correct.

10 Q. And when --

11 A. It was like you sort of take your break and
12 lunch in your truck because you're in line. You could
13 take it while you're in line. So that's how we took
14 it, in line.

15 Q. Did you ever eat barbecue in the yard?

16 A. No. I didn't get none. I had to get back in
17 my truck. When I tried to go over there and get some,
18 get back in that truck. I didn't get any. It was all
19 gone or I don't know what happened with that.

20 Q. But you said that they told you to get back in
21 your truck, so who told you to get back in your truck?

22 A. My boss.

23 Q. Bill?

24 A. My boss.

25 Q. So he stopped you from joining the barbecue?

1 make a mistake and I cross it out, I put my initials up
2 over it.

3 Q. Right.

4 A. So that's why I said -- I don't -- you know.

5 Q. There's no initials on this entry, correct?

6 A. Correct.

7 Q. Right.

8 So -- and is that your -- is that your
9 handwriting that says "7:30" there?

10 A. I don't know.

11 Q. Okay. It's hard to tell.

12 But that is your handwriting that says "7:15,"
13 correct?

14 A. I think -- I think so.

15 Q. Yeah, okay.

16 Just briefly, how many people -- while -- the
17 time that you were employed at AB Trucking, how many
18 people drove with you as a trainee?

19 A. Maybe three.

20 Q. Do you remember their names?

21 A. Marv for a couple of days; Howard, the one I
22 got in trouble over, and it was this other guy, but I
23 don't remember his name.

24 Q. Okay. Did any of those three -- you mentioned
25 you never took a half-hour meal break -- uninterrupted

1 meal break. Did any of those trainees ever ask you
2 about, you know, taking the lunch break?

3 A. I think they -- well, Marv knew -- knew the way
4 the company run. No, they didn't.

5 Q. They never asked you?

6 A. They never asked me.

7 Q. And did they ever ask you about taking the
8 ten-minute break?

9 A. No, they never asked me.

10 Q. Did you ever talk to them -- either Marv,
11 Howard, or this other person -- about meal breaks or
12 rest periods?

13 A. No.

14 Q. Did any of these trainees that you -- three
15 trainees that you trained ever have their class A
16 license?

17 A. They had a -- a work -- a permit.

18 Q. Okay. But did they have their class A license?

19 A. No.

20 Q. Okay. So they couldn't drive, correct?

21 A. Yeah, you could drive with -- with a permit if
22 I'm sitting shotgun.

23 Q. Right. If you were sitting there?

24 A. Right.

25 Q. Okay. And do you know if any of those three

1 A. M-hm.

2 Q. So this was -- Stephanie was being asked to
3 take this overweight truck after it was weighed back to
4 the trucking yard, correct?

5 A. I think so. I just remember something about it
6 being overweight or something.

7 Q. And she didn't want to do it? And Stephanie
8 didn't want to do it?

9 A. She wasn't going to do it.

10 Q. Okay. Going back to your trainees, did you
11 like having trainees working with you? Did it bother
12 you at all, or did you like it?

13 MS. DUNCAN: Objection. Relevance.

14 BY MR. BROAD:

15 Q. Okay.

16 A. It didn't really bother me, but everywhere I
17 worked at, when you was training somebody, you got a
18 dollar extra because you have to do a lot of talking
19 and you have to do this.

20 Q. You have to train the person?

21 A. Exactly.

22 Q. Right.

23 A. And I didn't get that, so it didn't bother me.

24 But this one guy, you know, not being mean, but
25 he stank. So I was like, "This is a health safety

1 STATE OF CALIFORNIA)
2)
3 COUNTY OF ALAMEDA)
4

5 I, ERIN F. ROBINSON, do hereby certify:

6 That LAVON GODFREY, in the foregoing deposition
7 named, was present and by me sworn as a witness in the
8 above-entitled action at the time and place therein
9 specified;

10 That said deposition was taken before me at said
11 time and place, and was taken down in shorthand by me,
12 a Certified Shorthand Reporter of the State of
13 California, and was thereafter transcribed into
14 typewriting, and that the foregoing transcript
15 constitutes a full, true and correct report of said
16 deposition and of the proceedings that took place;

17 IN WITNESS WHEREOF, I have hereunder subscribed my
18 hand this 8th day of July 2009.

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25

Erin F. Robinson
ERIN F. ROBINSON, CSR NO. 12199
State of California

F

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

---000---

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

Plaintiffs,

vs.

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

Defendants.

COPY

No. RG 08-379099

DEPOSITION OF GARY GILBERT

VOLUME I (Pages 1 - 125)

Taken before JEANNIE M. CHIMPKY

CSR No. 12742

February 13, 2009



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

EXHIBIT E

DEPOSITION OF GARY GILBERT

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BE IT REMEMBERED, that pursuant to Notice, and on the 13th day of February 2009, commencing at the hour of 1:30 p.m., in the Law Offices of Michael Broad, 166 Santa Clara Avenue, Oakland, California, before me, JEANNIE M. CHIMPKY, a Certified Shorthand Reporter, personally appeared GARY GILBERT, produced as a witness in said action, and being by me first duly sworn, was thereupon examined as a witness in said cause.

---o0o---

CAREN P. SENCER & LISL R. DUNCAN, Weinberg, Roger & Rosenfeld, 1001 Marina Village Parkway, Suite 200, Alameda, California 94501-1091, appeared on behalf of the Plaintiffs.

MICHAEL BROAD, Attorney at Law, 166 Santa Clara Avenue, Oakland, California 94610, appeared on behalf of the Defendants.

JAY IAN ABOUDI, AB Trucking, General Counsel, 11 Burma Road, Oakland, California 94607, appeared on behalf of the Defendants.

ALSO PRESENT: Bill Aboudi.

1 disclose the contents of your conversation with him; is
2 that correct?

3 A. Yes.

4 Q. So why don't you tell me what the contents of
5 your conversation was with your brother.

6 A. That I drove at AB Trucking for roughly two
7 months or so without getting paid.

8 Q. What did your brother say to that?

9 A. That I was stupid.

10 Q. That would be -- Mark said that; correct?

11 A. Correct.

12 Q. Can you tell me any more about the conversation
13 you had with your brother Mark?

14 A. No.

15 Q. Nothing else transpired of note?

16 A. No.

17 Q. Other than your brother Mark, did you talk with
18 anybody else regarding this deposition other than your
19 attorneys?

20 A. No.

21 Q. Did you talk to Lavon?

22 A. No.

23 Q. Did you talk to Eric --

24 A. No.

25 Q. -- at AB Trucking?

1 STATE OF CALIFORNIA)

2)

3 COUNTY OF ALAMEDA)

4

5 I, JEANNIE M. CHIMPKY, do hereby certify:

6 That GARY GILBERT, in the foregoing deposition
7 named, was present and by me sworn as a witness in the
8 above-entitled action at the time and place therein
9 specified;

10 That said deposition was taken before me at
11 said time and place, and was taken down in shorthand by
12 me, a Certified Shorthand Reporter of the State of
13 California, and was thereafter transcribed into
14 typewriting, and that the foregoing transcript
15 constitutes a full, true and correct report of said
16 deposition and of the proceedings that took place;

17 IN WITNESS WHEREOF, I have hereunder subscribed
18 my hand this 26th day of February 2009.

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Jeannie Chimpky

JEANNIE M. CHIMPKY, CSR No. 12742
State of California

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25

**OAKLAND PORT SERVICES CORPORATION TRUCK DRIVER TRAINING PROGRAM
 TRAINEE PARTICIPATION AND RELEASE OF LIABILITY AGREEMENT**

This document affects your legal rights. Please read and understand this document before signing it. You may not participate in any hands-on activities without this form having been completed and signed.

This Trainee Participation and Release of Liability Agreement (the "Agreement") is executed by Gary Gilbert (the "Trainee") on 10/29/08, 2008 in favor of Oakland Port Services, a California Corporation dba AB Trucking and Baymodal ("OPS"), and its directors, officers, employees, and agents, and each of their successors and assigns (collectively, the "Released Parties").

- 1. Training Description.** The Trainee desires to receive truck driving and other transportation-related training from OPS as a volunteer (the "OPS Training Program"). The OPS Training Program is similar to that provided by a vocational school for truck driver training in that the Trainee may acquire those skills necessary to obtain a California Class A license. The Trainee understands that the OPS Training Program requires the use of heavy equipment including the transporting, loading and unloading shipping containers. Trainee will receive training in heavy equipment operations, safe work practices, basic dispatch procedures, customer service, accident reporting, Department of Transportation requirements, maintenance of truck and other operating equipment, and port operating procedures.
- 2. No Employment Relationship.** Trainee understands that the OPS Training Program does not establish an employment relationship. Trainee is not entitled to a job at the end of the OPS Training Program and Trainee is not entitled to wages for the time spent in the OPS Training Program.

THE TRAINEE WORKS UNDER THE CLOSE SUPERVISION OF REGULAR EMPLOYEES BUT THE TRAINEE DOES NOT DISPLACE REGULAR EMPLOYEES. THE TRAINEE UNDERSTANDS THAT THE OPS TRAINING PROGRAM IS FOR THE DIRECT BENEFIT OF THE TRAINEE AND THAT OPS GETS NO IMMEDIATE ADVANTAGE FROM THE TRAINING, AND IN FACT OPS MAY HAVE ITS OPERATIONS IMPEDED BY THE TRAINING.

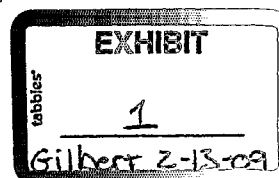
- 3. Safety.** Trainee will follow the safety rules for the OPS Training Program. A reflective vest will be loaned to the Trainee and must be worn at all times when working. Goggles, safety glasses and/or work gloves must be worn when required for a specific task. Trainee will wear proper attire at all times, including a shirt, long work pants, and sturdy work shoes.

OPS is committed to the safe operation of the OPS Training Program. Many accidents are preventable, and Trainee is expected to do what he or she can to eliminate accidents and injuries. Trainee is responsible for his or her own safety and the safety of others.

- 4. Assumption of the Risk.** Trainee is aware that the OPS Training Program may include activities that may be hazardous to the Trainee, including, but not limited to, construction, loading and unloading, and transportation to and from the training sites. Trainee recognizes and understands that the OPS Training Program may involve inherently dangerous activities, and that Trainee may face risks, including but not limited to, the risk of malfunction or misuse of tools or equipment, being injured by other Trainees, and the effects of weather or terrain.

TRAINEE FULLY RECOGNIZES THE POTENTIAL RISKS OF PARTICIPATING IN THE OPS TRAINING PROGRAM AND, WITH KNOWLEDGE OF THE DANGER INVOLVED, VOLUNTARILY PARTICIPATES AND ASSUMES ALL RISKS OF INJURY, ILLNESS, OR DEATH ASSOCIATED WITH SUCH PARTICIPATION.

- 5. Waiver and Release.** As consideration for being permitted by OPS to participate in the OPS Training Program, Trainee does hereby and forever waive, release, and discharge the Released Parties from any and all



liability, claims, and demands of every kind or nature, including those for personal or bodily injury, illness, death, or property loss or damage, which arise or may hereafter arise from Trainee's participation in the OPS Training Program, and including the provision of any first-aid, treatment, or service rendered to Trainee.

TRAINEE UNDERSTANDS THAT THIS RELEASE DISCHARGES AND RELEASES THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITY OR CLAIM THAT THE TRAINEE MAY HAVE AGAINST THE RELEASED PARTIES ARISING OUT OF, OR CONNECTED IN ANY WAY WITH, TRAINEE'S PARTICIPATION IN THE OPS TRAINING PROGRAM, WHETHER OR NOT THAT LIABILITY ARISES, IN WHOLE OR IN PART, FROM ACTIONS OR OMISSIONS, INCLUDING THE NEGLIGENT ACTIONS OR OMISSIONS OF THE RELEASED PARTIES. THIS WAIVER, RELEASE, AND DISCHARGE SHALL BE BINDING ON TRAINEE AND TRAINEE'S HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS.

6. **Lawful Conduct.** Firearms, drugs, alcohol, weapons, and improper activities, such as cursing, horseplay, harassment, or sexual harassment are prohibited at all times.
7. **No Financial Assistance.** Trainee understands that OPS does not assume any responsibility or obligation to provide financial assistance to Trainee in the event of Trainee's injury, illness, or death, including but not limited to medical, dental, or other health insurance, disability insurance, or workers compensation, or to provide financial assistance to Trainee upon termination of Trainee's participation in the OPS Training Program, whether through unemployment compensation or otherwise.
- Trainee understands that, except as otherwise agreed by OPS in writing, OPS does not carry or maintain medical, dental, or other health insurance, disability insurance, workers compensation, or unemployment compensation coverage for Trainee. Trainee is encouraged to obtain his or her own medical, dental, or other health insurance or disability insurance coverage.
8. **Medical and Physical Conditions.** Trainee certifies that he or she does not have any medical or physical conditions which could interfere with safety in the Training Program. Trainee otherwise assumes, and bears the costs of, all risks that may be created, directly or indirectly, by any such conditions.
9. **No Guarantee.** Trainee understands that OPS does not guarantee, warrant, or represent the Trainee's success in passing the driver license examination(s) of the California Department of Motor Vehicles.
10. **Attorney's Fees.** Should OPS or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this Agreement, Trainee agrees to indemnify and hold OPS or anyone acting on its behalf harmless for all such fees and costs.
11. **Other Provisions.** Trainee expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California. This Release shall be governed by and interpreted in accordance with the laws of the State of California. In the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

By signing this Release, Trainee hereby agrees as follows:

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AN AGREEMENT BETWEEN OPS AND MYSELF. I SIGN THIS RELEASE FREELY, VOLUNTARILY, AND WITHOUT DURESS.


Signature of Trainee

10/29/08
Date

②

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 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 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)
15 AB TRUCKING, INC., OAKLAND PORT)
SERVICES CORP., BILL ABOUDI and DOES)
1 through 20, inclusive,)
16)
Defendants.)

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 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 polices 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 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 polices 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

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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

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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 ///

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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

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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 polices 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

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.

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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
14 By: 

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

15 118212/499829

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:

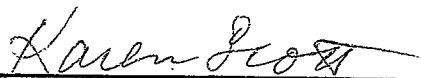
Jon C. Yonemitsu
Gordon & Rees LLP
Embarcadero Center West
275 Battery Street, Suite 2000
San Francisco, CA 94111

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



1 MICHAEL A. BROAD (SBN: 121348)
166 Santa Clara Avenue
2 Oakland, CA 94610
Telephone: (510) 835-5772
3 Facsimile: (510) 835-5773

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

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 no 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 Dated: April 7, 2009

24 By: 

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

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:

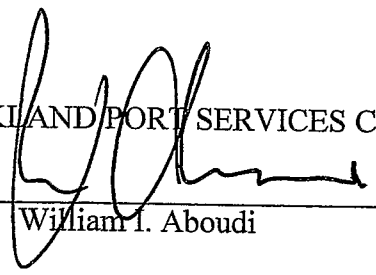
2. I have read the foregoing **DEFENDANT'S SUPPLEMENTAL RESPONSE TO PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS, SET ONE**. I understand that the information set forth in the responses was obtained from persons currently in the employ of Oakland Port Services Corporation, or, in the alternative, 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

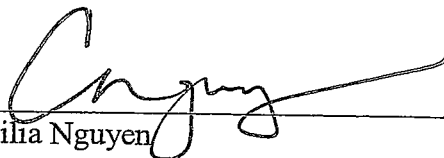
XX (By first class mail) I placed such envelope in the mail, postage fully prepaid, at Oakland, California on the same day.

_____ (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 9th day of April, 2009 at Oakland, California.



Cecilia Nguyen

H

1 DAVID A. ROSENFELD, Bar No. 058163
2 CAREN P. SENCER, Bar No. 233488
3 CONCEPCIÓN E. LOZANO-BATISTA, Bar No. 227227
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 Plaintiff
7 Lavon Godfrey

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

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

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

21 Pursuant to Code of Civil Procedure § 2030.010, *et seq.*, Plaintiff LAVON GODFREY
22 requests that Defendant AB TRUCKING, INC. answer under oath, within thirty (30) days of
23 receipt, the interrogatories set forth below. These interrogatories are to be answered separately and
24 fully in writing. The answers must be signed by the person making them.

25 In answering these interrogatories, furnish such information as is available to you or is
26 subject to your reasonable inquiry, not merely such information as you know of your own personal
27 knowledge. This means you are requested to furnish information which is in the possession of

1 your attorneys, advisors, or other persons directly or indirectly employed by or connected with you
2 or your attorneys and/or any investigators for you or your attorneys or in the possession of anyone
3 else who is otherwise subject to your control. This means, also, that you must furnish all
4 information which can be acquired through a diligent search of records, papers, or materials which
5 are available to you or under your control.

6 If any of these interrogatories cannot be answered in full, after exercising due diligence to
7 obtain the information to do so, please answer to the extent possible, specifying the reasons for
8 your inability to answer the remainder, steps you have taken in attempting to acquire the
9 unavailable information, and whatever knowledge, information or belief you have regarding the
10 answered portion. You must provide whatever information you can as to the unanswered portion.

11 If the interrogatory asks you to identify a document, for example, an agreement, a contract,
12 a report, or any similar item, you must identify each document sufficiently to allow the Plaintiff to
13 make a request to produce pursuant to the Code of Civil Procedure § 2031.010. In the alternative,
14 you may respond by attaching a copy of the document to your answers to these interrogatories.

15 If you contend that an interrogatory requests privileged information or information
16 constituting attorney-work product, for each interrogatory, state the privilege claimed, whether the
17 privileged matter consists of a communication or documents, the parties to the communication or
18 document and why you claim the communication or document is privileged or undiscoverable.

19 DEFINITIONS AND INSTRUCTIONS

20 The following definitions are applicable throughout the interrogatories and shall have the
21 following meanings ascribed to them:

22 A. In responding to these interrogatories, you are required to include in your responses
23 all knowledge available to you, your agents, representatives, affiliates and attorneys.

24 B. If there is any interrogatory to which you can respond only in part, you are required
25 to provide as complete a response as is possible.

26 C. The terms "AB TRUCKING, INC.," "YOU," "YOUR" and "YOURS" refers to AB
27 TRUCKING, INC., and their predecessors, agents, employees, attorneys, and all persons and/or
28

1 entities acting or purporting to act on their behalf, including OAKLAND PORT SERVICES
2 CORP.

3 D. "EACH" means "EACH AND EVERY."

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

5 F. "DRIVER" means any individual employed by AB TRUCKING, INC. and/or
6 OAKLAND PORT SERVICES CORP. on behalf of AB TRUCKING, INC. to provide truck
7 driving services to and/or from the Port of Oakland in California.

8 G. "OPERATIONS" refers to the employment of DRIVERS providing truck driving
9 services to and from the Port of Oakland in California on behalf of AB TRUCKING, INC. and/or
10 OAKLAND PORT SERVICES CORP.

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

13 I. "CORRESPONDENCE" means any letter, memorandum, or other writing.

14 J. "COMMUNICATION" or "COMMUNICATIONS" includes, without limitation,
15 in-person or telephone conversations, telegrams, telexes, tapes, or other sound recordings or means
16 of transmitting information from one source to another.

17 K. The connectives "AND" and "OR" mean either disjunctively or conjunctively as
18 necessary to bring within the scope of the discovery request all responses that might otherwise be
19 construed to be outside of its scope.

20 L. The term "DOCUMENT" is used herein in its customary broad sense, and means
21 any kind of printed, recorded, written, graphic, or photographic matter (including video recordings,
22 audio recordings, tape recordings, or computer tapes or disks) of any kind or description, whether
23 sent or received or not, including originals, copies, reproductions, facsimiles, drafts, and both sides
24 thereof, and including without limitation: papers, books, accounts, letters, models, photographs,
25 drawings, sketches, blueprints, objects, tangible things, correspondences, telegrams, cables, telex
26 messages, memoranda, notes, notations, work papers, routing slips, intra-and interdepartmental
27 communications, communications to, between or among directors, officers, agents or employees,

1 transcripts, minutes, reports and recordings of telephone or other conversations, or of interviews, or
2 of conferences, or of committee meetings or of other meetings, affidavits, statements, summaries,
3 opinions, court pleadings, reports, indices, studies, analyses, forecasts, evaluations, contracts,
4 licenses, agreements, invoices, notebooks, entries, ledgers, journals, books or records of accounts,
5 summaries of accounts, balance sheets, income statements, wage statements, questionnaires,
6 answers to questionnaires, statistical records, advertisements, brochures, circulars, bulletins,
7 pamphlets, trade letters, desk calendars, appointment books, diaries, telephone logs, expense
8 accounts, lists, tabulations, charts, graphs, maps, surveys, sound recordings, data sheets, computer
9 tapes and discs, magnetic tapes, punch cards, computer printouts, data processing input and output,
10 computer files, computer programs, computer program coding sheets, microfilm, microfiche,
11 electronic mail, e-mail, ALL other records kept by electronic, photographic, or mechanical means,
12 and things similar to any of the foregoing, regardless of author or origin.

13 M. "IDENTIFY" when used in reference to a business entity, a third party, or YOU,
14 that identification includes the following information:

- 15 a. Name of the business or the party;
- 16 b. The work address of the business or party;
- 17 c. Name of the individual in the business or party with whom you dealt; and
- 18 d. The work telephone number of the business or the party.

19 N. "IDENTIFY" when used in reference to a document or writing or agreement or
20 recording or other tangible thing, that identification includes the following information:

- 21 a. The person who prepared and/or signed the document;
- 22 b. Each recipient of the document;
- 23 c. The date, if any, on the face of the document;
- 24 d. The date when the document was prepared;
- 25 e. The number of pages of the document;
- 26 f. A summary of the contents of the document;
- 27 g. The identity of each person who currently has possession and/or control of

1 the original or a copy of the document;

2 h. All locations of the document from March 2004 through March 2008; and

3 i. The present location of the document.

4 **SPECIAL INTERROGATORIES**

5 **SPECIAL INTERROGATORY NO. 1.**

6 IDENTIFY ANY agreement between YOU and ANY third party, including, without
7 limitation, OAKLAND PORT SERVICES CORP., to pay ANY liabilities incurred by YOU,
8 including, without limitation, ANY liabilities for YOUR attorneys' fees and costs in defending this
9 lawsuit.

10 **SPECIAL INTERROGATORY NO. 2.**

11 Describe EACH term and condition to the full extent possible of EACH and ANY
12 agreement identified in response to Special Interrogatory No. 1.

13 **SPECIAL INTERROGATORY NO. 3.**

14 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to ANY agreement
15 identified in response to Special Interrogatory No. 1.

16 **SPECIAL INTERROGATORY NO. 4.**

17 For ANY agreement identified in response to Special Interrogatory No. 1, IDENTIFY ANY
18 consideration, including, without limitation, monetary, that YOU provided and/or will provide as a
19 condition and/or term of EACH agreement.

20 **SPECIAL INTERROGATORY NO. 5.**

21 IDENTIFY ANY indemnity, guaranty, suretyship, and/or other similar agreement between
22 YOU and ANY third party, including, without limitation, OAKLAND PORT SERVICES CORP.,
23 for any litigation, including, without limitation, the present litigation, in which YOU were or are a
24 party.

25 **SPECIAL INTERROGATORY NO. 6.**

26 IDENTIFY EACH term and condition to the full extent possible of EACH and ANY
27 indemnity, guaranty, suretyship, and/or other similar agreement identified in response to Special

28

1 Interrogatory No. 5.

2 **SPECIAL INTERROGATORY NO. 7.**

3 IDENTIFY ANY consideration, including, without limitation, monetary, that YOU
4 provided and/or will provide as a condition and/or term of ANY indemnity, guaranty, suretyship,
5 and/or other similar agreement identified in response to Special Interrogatory No. 5.

6 **SPECIAL INTERROGATORY NO. 8.**

7 IDENTIFY ALL DOCUMENTS relating, pertaining, and/or referring to ANY indemnity,
8 guaranty, suretyship, and/or other similar agreement identified in response to Special Interrogatory
9 No. 5.

10 **SPECIAL INTERROGATORY NO. 9.**

11 IDENTIFY ALL assets, including, without limitation, real property and bank accounts, that
12 are presently owned by YOU.

13 **SPECIAL INTERROGATORY NO. 10.**

14 IDENTIFY ALL DOCUMENTS relating, pertaining, and/or referring to EACH asset
15 identified in response to Special Interrogatory No. 9.

16 **SPECIAL INTERROGATORY NO. 11.**

17 IDENTIFY ALL officers, directors, and/or employees who presently control, maintain,
18 possess and/or have custody of EACH asset identified in response to Special Interrogatory No. 9.

19 **SPECIAL INTERROGATORY NO. 12.**

20 IDENTIFY ALL assets, including, without limitation, real property and bank accounts, that
21 were owned by YOU at any time from March 2004 through March 2008.

22 **SPECIAL INTERROGATORY NO. 13.**

23 IDENTIFY ALL DOCUMENTS relating, pertaining, and/or referring to EACH asset
24 identified in response to Special Interrogatory No. 12.

25 **SPECIAL INTERROGATORY NO. 14.**

26 IDENTIFY ALL officers, directors, and/or employees who controlled, maintained,
27 possessed and/or had custody of EACH asset identified in response to Special Interrogatory No.

28

1 12.

2 **SPECIAL INTERROGATORY NO. 15.**

3 IDENTIFY ALL YOUR present liabilities.

4 **SPECIAL INTERROGATORY NO. 16.**

5 IDENTIFY ALL DOCUMENTS relating, pertaining, and/or referring to EACH liability
6 identified in response to Special Interrogatory No. 15.

7 **SPECIAL INTERROGATORY NO. 17.**

8 IDENTIFY ALL YOUR liabilities at any time from March 2004 through March 2008.

9 **SPECIAL INTERROGATORY NO. 18.**

10 IDENTIFY ALL DOCUMENTS relating, pertaining, and/or referring to EACH liability
11 identified in response to Special Interrogatory No. 17.

12 **SPECIAL INTERROGATORY NO. 19.**

13 IDENTIFY ANY agreement between YOU and ANY third party, including, without
14 limitation, OAKLAND PORT SERVICES CORP., to hold legal title to YOUR assets for the
15 purpose of avoiding risk that such assets may be attached to satisfy a judgment in this action.

16 **SPECIAL INTERROGATORY NO. 20.**

17 Other than YOUR OPERATIONS in the Port of Oakland, California, IDENTIFY ALL
18 YOUR business operations from March 2004 through March 2008.

19 **SPECIAL INTERROGATORY NO. 21.**

20 Provide ALL information, including, without limitation, names, present addresses and
21 present places of business, of ALL managerial and supervisory personnel, including dispatchers,
22 employed by YOU in the period of March 2004 through October 2008.

23 **SPECIAL INTERROGATORY NO. 22.**

24 IDENTIFY ALL YOUR corporate officers and/or directors from March 2004 through
25 March 2008, including, without limitation, names, past and present addresses, past and present
26 places of business, past and present job titles, and past and present job duties.

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1 **SPECIAL INTERROGATORY NO. 23.**

2 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to agreements that
3 you had or have with OAKLAND PORT SERVICES CORP.

4 **SPECIAL INTERROGATORY NO. 24.**

5 IDENTIFY ALL arbitrations to which YOU and OAKLAND PORT SERVICES CORP.
6 were or are parties from 2004 to the present, including, without limitation, dates of EACH
7 arbitration, subject matter of EACH arbitration, resolution of EACH arbitration, award and/or
8 opinion rendered in EACH arbitration.

9 **SPECIAL INTERROGATORY NO. 25.**

10 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to EACH arbitration
11 identified in response to Special Interrogatory No. 24 .

12 **SPECIAL INTERROGATORY NO. 26.**

13 IDENTIFY ALL agreements between YOU and OAKLAND PORT SERVICES CORP.
14 arising out of ANY arbitration identified in response to Special Interrogatory No. 24, including,
15 without limitation, ANY agreement to finance ANY litigation, including, without limitation, the
16 present lawsuit.

17 **SPECIAL INTERROGATORY NO. 27.**

18 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to ANY agreement
19 identified in response to Special Interrogatory No. 26.

20 **SPECIAL INTERROGATORY NO. 28.**

21 IDENTIFY to the full extent possible YOUR relationship to OAKLAND PORT
22 SERVICES CORP.

23 **SPECIAL INTERROGATORY NO. 29.**

24 IDENTIFY ALL entities to which you are affiliated, including but not limited to, entities of
25 which YOU are a parent, subsidiary, member and/or franchise.

26 **SPECIAL INTERROGATORY NO. 30.**

27 IDENTIFY ALL entities of which YOU are a creditor.

28

1 **SPECIAL INTERROGATORY NO. 31.**

2 IDENTIFY ALL entities of which YOU are a debtor.

3 **SPECIAL INTERROGATORY NO. 32.**

4 Provide ALL information pertaining to YOUR organizational structure, including, without
5 limitation, name of EACH department and/or sub-department, duties of EACH department and/or
6 sub-department, names of officers of EACH department and/or sub-department, and names of
7 employees in EACH department and/or sub-department in the period of March 2004 to March
8 2008.

9 **SPECIAL INTERROGATORY NO. 33.**

10 Do YOU contend that meal periods and/or rest breaks were built into the time allotted for
11 driving routes from March 2004 through October 2008?

12 **SPECIAL INTERROGATORY NO. 34.**

13 If YOU answered "yes" to Special Interrogatory No. 33, state EACH fact in support of this
14 contention, including, without limitation, who made the decision to build meal periods and/or rest
15 breaks into the time allotted for drive routes, how that decision was made, the formula and/or
16 process for calculating how meal periods and/or rest breaks were built into the time allotted for
17 drive routes, and ALL correspondence and/or communication to DRIVERS pertaining, relating,
18 and/or referring to YOUR contention that meal and rest breaks were built into the time allotted for
19 drive routes.

20 **SPECIAL INTERROGATORY NO. 35.**

21 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to YOUR response to
22 Special Interrogatory No. 34.

23 **SPECIAL INTERROGATORY NO. 36.**

24 Do YOU contend that meal periods and/or rest breaks were built into the pay provided for
25 driving routes from March 2004 through March 2008?

26 **SPECIAL INTERROGATORY NO. 37.**

27 If YOU answered "yes" to Special Interrogatory No. 36, state EACH fact in support of this

28

1 contention, including, without limitation, who made the decision to build meal periods and/or rest
2 breaks into the pay provided for drive routes, how that decision was made, the formula and/or
3 process for calculating how meal periods and rest breaks were built into the pay provided for drive
4 routes, and ALL correspondence and/or communication to DRIVERS pertaining, relating, and/or
5 referring to YOUR contention that meal and rest breaks were built into the pay provided for drive
6 routes.

7 **SPECIAL INTERROGATORY NO. 38.**

8 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to YOUR response to
9 Special Interrogatory No. 37.

10 **SPECIAL INTERROGATORY NO. 39.**

11 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to LAVON
12 GODFREY, including, without limitation, the present location of EACH DOCUMENT.

13 **SPECIAL INTERROGATORY NO. 40.**

14 IDENTIFY ALL YOUR practices and policies relating, pertaining and/or referring to meal
15 periods for DRIVERS in the period of March 2004 to March 2008.

16 **SPECIAL INTERROGATORY NO. 41.**

17 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to YOUR response to
18 Special Interrogatory No. 40.

19 **SPECIAL INTERROGATORY NO. 42.**

20 IDENTIFY ALL YOUR practices and policies relating, pertaining and/or referring rest
21 breaks for DRIVERS in the period of March 2004 to March 2008.

22 **SPECIAL INTERROGATORY NO. 43.**

23 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to YOUR response to
24 Special Interrogatory No. 42.

25 **SPECIAL INTERROGATORY NO. 44.**

26 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to meal periods
27 provided to ANY DRIVER in the period of March 2004 to March 2008.

28

1 **SPECIAL INTERROGATORY NO. 45.**

2 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to rest breaks
3 provided to ANY DRIVER in the period of March 2004 to March 2008.

4 **SPECIAL INTERROGATORY NO. 46.**

5 IDENTIFY ALL YOUR practices and policies regarding, relating, and/or pertaining to
6 compensation provided to ANY DRIVER for the failure to provide a meal period to ANY
7 DRIVER in the period of March 2004 to March 2008.

8 **SPECIAL INTERROGATORY NO. 47.**

9 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to YOUR response to
10 Special Interrogatory No. 46.

11 **SPECIAL INTERROGATORY NO. 48.**

12 IDENTIFY ALL YOUR practices and policies regarding, relating, and/or pertaining to
13 compensation provided to ANY DRIVER for the failure to provide a rest break to ANY DRIVER
14 in the period of March 2004 to March 2008.

15 **SPECIAL INTERROGATORY NO. 49.**

16 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to YOUR response to
17 Special Interrogatory No. 48.

18 **SPECIAL INTERROGATORY NO. 50.**

19 IDENTIFY EACH training relating, pertaining and/or referring to meal periods that YOU
20 provided to DRIVERS in the period of March 2004 to March 2008, including, without limitation,
21 the date of the training, the length of the training, who conducted the training, the identity of
22 EACH person present at the training, and the contents of the training.

23 **SPECIAL INTERROGATORY NO. 51.**

24 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to YOUR response to
25 Special Interrogatory No. 50, including, without limitation, ALL DOCUMENTS distributed at
26 EACH training.

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1 **SPECIAL INTERROGATORY NO. 52.**

2 IDENTIFY EACH training relating, pertaining and/or referring to rest breaks that YOU
3 provided to DRIVERS in the period of March 2004 to March 2008, including, without limitation,
4 the date of the training, the length of the training, who conducted the training, the identity of
5 EACH person present at the training, and the contents of the training.

6 **SPECIAL INTERROGATORY NO. 53.**

7 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to YOUR response to
8 Special Interrogatory No. 52, including, without limitation, ALL DOCUMENTS distributed at
9 EACH training.

10 **SPECIAL INTERROGATORY NO. 54.**

11 IDENTIFY ALL steps taken by YOU to preserve ALL electronic records and/or
12 DOCUMENTS relating to the subject matter of this action from March 2004 through the present.
13

14 Dated: July 15, 2008

15 WEINBERG, ROGER & ROSENFELD
16 A Professional Corporation

17 By: 

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

21 118212/499859

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 SPECIAL INTERROGATORIES TO DEFENDANT AB TRUCKING, INC. (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

I

EXHIBIT I

RECEIVED

SEP 11 2008

WR & R.

1 FLETCHER C. ALFORD (SBN: 152314)
 2 MICHAEL D. BRUNO (SBN: 166805)
 3 JON C. YONEMITSU (SBN: 199026)
 4 GORDON & REES LLP
 5 275 Battery Street, Suite 2000
 6 San Francisco, CA 94111
 7 Telephone: (415) 986-5900
 8 Facsimile: (415) 986-8054

9 Attorneys for Defendant
 10 OAKLAND PORT SERVICES CORPORATION
 11 d/b/a AB TRUCKING (erroneously sued as AB
 12 TRUCKING, INC.)

SUPERIOR COURT OF CALIFORNIA - COUNTY OF ALAMEDA

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

13 Plaintiffs,

14 v.

15 AB TRUCKING, INC., OAKLAND PORT
 16 SERVICES CORP., BILL ABOUDI and DOES
 17 1 through 20, inclusive,

18 Defendants.

CASE NO. RG 08-379099

DEFENDANT'S RESPONSE TO
PLAINTIFF'S SPECIAL
INTERROGATORIES, SET ONE

Complaint Filed: March 28, 2008

Gordon & Rees LLP
 275 Battery Street, Suite 2000
 San Francisco, CA 94111

18 PROPOUNDING PARTY: Plaintiff LAVON GODFREY

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

21 SET NUMBER: ONE

GENERAL OBJECTION

23 Oakland Port Services Corporation ("Responding party") asserts a general objection to
 24 the entirety of set one of interrogatories directed to AB Trucking, Inc. as being misleading and
 25 confusing. As plaintiff's counsel is aware, AB Trucking (erroneously referred to as AB
 26 Trucking, Inc.) is a dba of responding party and as previously advised, is not a proper party to
 27 this matter. Accordingly, to the extent discovery is directed to AB Trucking, Inc., such
 28 discovery is erroneous, misleading and confusing. In the interest of good faith and to facilitate

Gordon & Rees LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111

1 the exchange of discovery, Oakland Port Services Corporation nevertheless will respond to this
2 set of interrogatories as if it were directed to them, not AB Trucking, Inc.

3
4 **RESPONSE TO SPECIAL INTERROGATORIES**

5 **SPECIAL INTERROGATORY NO. 1:**

6 IDENTIFY ANY agreement between YOU and ANY third party, including, without
7 limitation, OAKLAND PORT SERVICES CORP., to pay ANY liabilities incurred by YOU,
8 including, without limitation, ANY liabilities for YOUR attorneys' fees and costs in defending
9 this lawsuit.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

11 Responding party objects to this interrogatory on the grounds it seeks information neither
12 relevant to the subject matter of this action nor reasonably calculated to the lead to the discovery
13 of admissible evidence. This interrogatory further seeks information protected from disclosure
14 by the right to privacy of third-party non-litigants pursuant to Article I, Section 1 of the
15 California Constitution. Subject to and without waiving the foregoing objections, responding
16 party answers as follows: No agreement responsive to this interrogatory exists.

17 **SPECIAL INTERROGATORY NO. 2:**

18 Describe EACH term and condition to the full extent possible of EACH and ANY
19 agreement identified in response to Special Interrogatory No. 1.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

21 Responding party incorporates in its response to this interrogatory the stated objections to
22 Interrogatory No. 1 above. Responding party further contends this interrogatory is vague and
23 ambiguous as to the undefined words and/or terms "condition" and "term" as used in the context
24 of this interrogatory. Responding party additionally contends this interrogatory is unduly
25 burdensome and oppressive because had an agreement existed responsive to this interrogatory,
26 said agreement and its provisions would speak for themselves. Subject to and without waiving
27 the foregoing objections, responding party answers as follows: Not applicable.
28

1 **SPECIAL INTERROGATORY NO. 3:**

2 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to ANY agreement
3 identified in response to Special Interrogatory No. 1.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

5 Responding party incorporates in its response to this interrogatory the stated objections to
6 Interrogatory No. 1 above. Subject to and without waiving the foregoing objections, responding
7 party answers as follows: There are no documents responsive to this interrogatory.

8 **SPECIAL INTERROGATORY NO. 4:**

9 For ANY agreement identified in response to Special Interrogatory No. 1, IDENTIFY
10 ANY consideration, including, without limitation, monetary, that YOU provided and/or will
11 provide as a condition and/or term of EACH agreement.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

13 Responding party incorporates in its response to this interrogatory the stated objections to
14 Interrogatory Nos. 1 and 2 above. Subject to and without waiving the foregoing objections,
15 responding party answers as follows: Not applicable.

16 **SPECIAL INTERROGATORY NO. 5:**

17 IDENTIFY ANY indemnity, guaranty, suretyship, and/or other similar agreement
18 between YOU and ANY third party, including, without limitation, OAKLAND PORT
19 SERVICES CORP., for any litigation, including, without limitation, the present litigation, in
20 which YOU were or are a party.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

22 Responding party objects to this interrogatory as it is compound, wholly without
23 limitation in scope and time, and unintelligible as currently phrased. As understood by
24 responding party, this interrogatory additionally seeks information neither relevant to the subject
25 matter of this action nor reasonably calculated to the lead to the discovery of admissible
26 evidence. This interrogatory further seeks information protected from disclosure by the right to
27 privacy of third-party non-litigants pursuant to Article I, Section 1 of the California Constitution.
28 Moreover, this interrogatory is vague and ambiguous as to the undefined words and/or terms

1 “any litigation” as used in the context of this interrogatory. Subject to and without waiving the
2 foregoing objections, responding party answers as follows: As understood by responding party,
3 no agreement responsive to this interrogatory exists.

4 **SPECIAL INTERROGATORY NO. 6:**

5 IDENTIFY EACH term and condition to the full extent possible of EACH and ANY
6 indemnity, guaranty, suretyship, and/or other similar agreement identified in response to Special
7 Interrogatory No. 5.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

9 Responding party incorporates in its response to this interrogatory the stated objections to
10 Interrogatory No. 5 above. Responding party additionally contends this interrogatory is further
11 vague and ambiguous as to the undefined words and/or terms “condition” and “term” as used in
12 the context of this interrogatory. Subject to and without waiving the foregoing objections,
13 responding party answers as follows: Not applicable.

14 **SPECIAL INTERROGATORY NO. 7:**

15 IDENTIFY ANY consideration, including, without limitation, monetary, that YOU
16 provided and/or will provide as a condition and/or term of ANY indemnity, guaranty, suretyship,
17 and/or other similar agreement identified in response to Special Interrogatory No. 5.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

19 Responding party incorporates in its response to this interrogatory the stated objections to
20 Interrogatory Nos. 5 and 6 above. Subject to and without waiving the foregoing objections,
21 responding party answers as follows: Not applicable.

22 **SPECIAL INTERROGATORY NO. 8:**

23 IDENTIFY ALL DOCUMENTS relating, pertaining, and/or referring to ANY indemnity,
24 guaranty, suretyship, and/or other similar agreement identified in response to Special
25 Interrogatory No. 5.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

27 Responding party incorporates in its response to this interrogatory the stated objections to
28 Interrogatory No. 5 above. Subject to and without waiving the foregoing objections, responding

1 party answers as follows: Not applicable.

2 **SPECIAL INTERROGATORY NO. 9:**

3 IDENTIFY ALL assets, including, without limitation, real property and bank accounts,
4 that are presently owned by YOU.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

6 Responding party objects to this interrogatory on the ground it seeks information neither
7 relevant to the subject matter of this action nor reasonably calculated to the lead to the discovery
8 of admissible evidence. This interrogatory is additionally harassing, unduly burdensome and
9 oppressive and seeks information protected from disclosure by the right to privacy pursuant to
10 Article I, Section 1 of the California Constitution. Moreover, this interrogatory violates Civil
11 Code section 3295(c).

12 **SPECIAL INTERROGATORY NO. 10:**

13 IDENTIFY ALL DOCUMENTS relating, pertaining, and/or referring to EACH asset
14 identified in response to Special Interrogatory No. 9.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

16 Responding party objects to this interrogatory on the ground it seeks information neither
17 relevant to the subject matter of this action nor reasonably calculated to the lead to the discovery
18 of admissible evidence. This interrogatory is additionally harassing, unduly burdensome and
19 oppressive and seeks information protected from disclosure by the right to privacy pursuant to
20 Article I, Section 1 of the California Constitution. Moreover, this interrogatory violates Civil
21 Code section 3295(c).

22 **SPECIAL INTERROGATORY NO. 11:**

23 IDENTIFY ALL officers, directors, and/or employees who presently control, maintain,
24 possess and/or have custody of EACH asset identified in response to Special Interrogatory No. 9.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

26 Responding party objects to this interrogatory on the ground it seeks information neither
27 relevant to the subject matter of this action nor reasonably calculated to the lead to the discovery
28 of admissible evidence. This interrogatory is additionally harassing, unduly burdensome and

1 oppressive and seeks information protected from disclosure by the right to privacy pursuant to
2 Article I, Section 1 of the California Constitution. Moreover, this interrogatory violates Civil
3 Code section 3295(c).

4 **SPECIAL INTERROGATORY NO. 12:**

5 IDENTIFY ALL assets, including, without limitation, real property and bank accounts,
6 that were owned by YOU at any time from March 2004 through March 2008.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 12:**

8 Responding party objects to this interrogatory on the ground it seeks information neither
9 relevant to the subject matter of this action nor reasonably calculated to the lead to the discovery
10 of admissible evidence. This interrogatory is additionally harassing, unduly burdensome and
11 oppressive and seeks information protected from disclosure by the right to privacy pursuant to
12 Article I, Section 1 of the California Constitution. Moreover, this interrogatory violates Civil
13 Code section 3295(c).

14 **SPECIAL INTERROGATORY NO. 13:**

15 IDENTIFY ALL DOCUMENTS relating, pertaining, and/or referring to EACH asset
16 identified in response to Special Interrogatory No. 12.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

18 Responding party objects to this interrogatory on the ground it seeks information neither
19 relevant to the subject matter of this action nor reasonably calculated to the lead to the discovery
20 of admissible evidence. This interrogatory is additionally harassing, unduly burdensome and
21 oppressive and seeks information protected from disclosure by the right to privacy pursuant to
22 Article I, Section 1 of the California Constitution. Moreover, this interrogatory violates Civil
23 Code section 3295(c).

24 **SPECIAL INTERROGATORY NO. 14:**

25 IDENTIFY ALL officers, directors, and/or employees who controlled, maintained,
26 possessed and/or had custody of EACH asset identified in response to Special Interrogatory No.
27 12.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

2 Responding party objects to this interrogatory on the ground it seeks information neither
3 relevant to the subject matter of this action nor reasonably calculated to the lead to the discovery
4 of admissible evidence. This interrogatory is additionally harassing, unduly burdensome and
5 oppressive and seeks information protected from disclosure by the right to privacy pursuant to
6 Article I, Section 1 of the California Constitution. Moreover, this interrogatory violates Civil
7 Code section 3295(c).

8 **SPECIAL INTERROGATORY NO. 15:**

9 IDENTIFY ALL YOUR present liabilities.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

11 Responding party objects to this interrogatory on the ground it seeks information neither
12 relevant to the subject matter of this action nor reasonably calculated to the lead to the discovery
13 of admissible evidence. This interrogatory is additionally harassing, unduly burdensome and
14 oppressive and seeks information protected from disclosure by the right to privacy pursuant to
15 Article I, Section 1 of the California Constitution. Moreover, this interrogatory violates Civil
16 Code section 3295(c).

17 **SPECIAL INTERROGATORY NO. 16:**

18 IDENTIFY ALL DOCUMENTS relating, pertaining, and/or referring to EACH liability
19 identified in response to Special Interrogatory No. 15.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

21 Responding party objects to this interrogatory on the ground it seeks information neither
22 relevant to the subject matter of this action nor reasonably calculated to the lead to the discovery
23 of admissible evidence. This interrogatory is additionally harassing, unduly burdensome and
24 oppressive and seeks information protected from disclosure by the right to privacy pursuant to
25 Article I, Section 1 of the California Constitution. Moreover, this interrogatory violates Civil
26 Code section 3295(c).

27 **SPECIAL INTERROGATORY NO. 17:**

28 IDENTIFY ALL YOUR liabilities at any time from March 2004 through March 2008.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

2 Responding party objects to this interrogatory on the ground it seeks information neither
3 relevant to the subject matter of this action nor reasonably calculated to the lead to the discovery
4 of admissible evidence. This interrogatory is additionally harassing, unduly burdensome and
5 oppressive and seeks information protected from disclosure by the right to privacy pursuant to
6 Article I, Section 1 of the California Constitution. Moreover, this interrogatory violates Civil
7 Code section 3295(c).

8 **SPECIAL INTERROGATORY NO. 18:**

9 IDENTIFY ALL DOCUMENTS relating, pertaining, and/or referring to EACH liability
10 identified in response to Special Interrogatory No. 17.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

12 Responding party objects to this interrogatory on the ground it seeks information neither
13 relevant to the subject matter of this action nor reasonably calculated to the lead to the discovery
14 of admissible evidence. This interrogatory is additionally harassing, unduly burdensome and
15 oppressive and seeks information protected from disclosure by the right to privacy pursuant to
16 Article I, Section 1 of the California Constitution. Moreover, this interrogatory violates Civil
17 Code section 3295(c).

18 **SPECIAL INTERROGATORY NO. 19:**

19 IDENTIFY ANY agreement between YOU and ANY third party, including, without
20 limitation, ~~OAKLAND PORT SERVICES CORP.~~, to hold legal title to YOUR assets for the
21 purpose of avoiding risk that such assets may be attached to satisfy a judgment in this action.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 19:**

23 Responding party objects to this interrogatory on the ground it seeks information neither
24 relevant to the subject matter of this action nor reasonably calculated to the lead to the discovery
25 of admissible evidence. This interrogatory is additionally harassing, unduly burdensome and
26 oppressive and seeks information protected from disclosure by the right to privacy pursuant to
27 Article I, Section 1 of the California Constitution. Moreover, this interrogatory violates Civil
28 Code section 3295(c).

1 **SPECIAL INTERROGATORY NO. 20:**

2 Other than YOUR OPERATIONS in the Port of Oakland, California, IDENTIFY ALL
3 YOUR business operations from March 2004 through March 2008.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 20:**

5 Responding party objects to this interrogatory on the ground it seeks information neither
6 relevant to the subject matter of this action nor reasonably calculated to the lead to the discovery
7 of admissible evidence. Responding party further contends this interrogatory is vague and
8 ambiguous as to the undefined words and/or terms "business operations" as used in the context
9 of this interrogatory. This interrogatory further assumes facts not yet established in discovery in
10 this case. Subject to and without waiving the foregoing objections, and in a good faith effort to
11 exchange information, responding party answers as follows: Responding party provides trucking
12 transportation services in and around the Greater Bay Area.

13 **SPECIAL INTERROGATORY NO. 21:**

14 Provide ALL information, including, without limitation, names, present addresses and
15 present places of business, of ALL managerial and supervisory personnel, including dispatchers,
16 employed by YOU in the period of March 2004 through October 2008.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 21:**

18 Responding party objects to this interrogatory on the grounds it seeks information
19 protected from disclosure by the right to privacy of third-party non-litigants pursuant to Article I,
20 Section 1 of the California Constitution. Subject to and without waiving the foregoing
21 objections, responding party answers as follows: William I. Aboudi, President; and Trina
22 Monteiro, Dispatcher. Contact with Mr. Aboudi and Ms. Monteiro can be arranged through
23 counsel for responding party.

24 **SPECIAL INTERROGATORY NO. 22:**

25 IDENTIFY ALL YOUR corporate officers and/or directors from March 2004 through
26 March 2008, including, without limitation, names, past and present addresses, past and present
27 places of business, past and present job titles, and past and present job duties.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 22:**

2 Responding party objects to this interrogatory on the grounds it seeks information
3 protected from disclosure by the right to privacy of third-party non-litigants pursuant to Article I,
4 Section 1 of the California Constitution. Subject to and without waiving the foregoing
5 objections, responding party answers as follows: William I. Aboudi, President. Contact with
6 Mr. Aboudi can be arranged through counsel for responding party.

7 **SPECIAL INTERROGATORY NO. 23:**

8 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to agreements that
9 you had or have with OAKLAND PORT SERVICES CORP.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 23:**

11 This interrogatory is unintelligible as currently phrased. Responding party refers
12 propounding party to its general objection above.

13 **SPECIAL INTERROGATORY NO. 24:**

14 IDENTIFY ALL arbitrations to which YOU and OAKLAND PORT SERVICES CORP.
15 were or are parties from 2004 to the present, including, without limitation, dates of EACH
16 arbitration, subject matter of EACH arbitration, resolution of EACH arbitration, award and/or
17 opinion rendered in EACH arbitration.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 24:**

19 Responding party objects to this interrogatory on the grounds: it seeks information
20 neither relevant to the subject matter of this action nor reasonably calculated to the lead to the
21 discovery of admissible evidence; seeks information protected from disclosure by the right to
22 privacy of third-party non-litigants pursuant to Article I, Section 1 of the California Constitution;
23 and is unduly burdensome, oppressive, and overbroad. Subject to and without waiving the
24 foregoing objections, responding party answers as follows: No information responsive to this
25 interrogatory exists.

26 **SPECIAL INTERROGATORY NO. 25:**

27 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to EACH
28 arbitration identified in response to Special Interrogatory No. 24 .

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 25:**

2 Responding party incorporates in its response to this interrogatory the stated objections to
3 Interrogatory No. 24 above. Subject to and without waiving the foregoing objections,
4 responding party answers as follows: No documents responsive to this interrogatory exists.

5 **SPECIAL INTERROGATORY NO. 26:**

6 IDENTIFY ALL agreements between YOU and OAKLAND PORT SERVICES CORP.
7 arising out of ANY arbitration identified in response to Special Interrogatory No. 24, including,
8 without limitation, ANY agreement to finance ANY litigation, including, without limitation, the
9 present lawsuit.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 26:**

11 Responding party incorporates in its response to this interrogatory the stated objections to
12 Interrogatory No. 24 above. Responding party additionally objects to this interrogatory as being
13 unintelligible as currently phrased. Responding party refers propounding party to its general
14 objection above. Subject to and without waiving the foregoing objections, responding party
15 answers as follows: No agreement responsive to this interrogatory exists.

16 **SPECIAL INTERROGATORY NO. 27:**

17 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to ANY agreement
18 identified in response to Special Interrogatory No. 26.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 27:**

20 Responding party incorporates in its response to this interrogatory the stated objections to
21 Interrogatory No. 26 above. Subject to and without waiving the foregoing objections,
22 responding party answers as follows: Not applicable.

23 **SPECIAL INTERROGATORY NO. 28:**

24 IDENTIFY to the full extent possible YOUR relationship to OAKLAND PORT
25 SERVICES CORP.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 28:**

27 As previously advised, and as set forth above in responding party's general objection, AB
28 Trucking is a dba of responding party.

1 **SPECIAL INTERROGATORY NO. 29:**

2 IDENTIFY ALL entities to which you are affiliated, including but not limited to, entities
3 of which YOU are a parent, subsidiary, member and/or franchise.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 29:**

5 Responding party contends this interrogatory is overbroad and without limitation in scope
6 and time. As previously advised, and as set forth above in responding party's general objection,
7 AB Trucking is a dba of responding party. Responding party has also previously used the
8 fictitious business name of Baymodal.

9 **SPECIAL INTERROGATORY NO. 30:**

10 IDENTIFY ALL entities of which YOU are a creditor.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 30:**

12 Responding party objects to this interrogatory on the ground it seeks information neither
13 relevant to the subject matter of this action nor reasonably calculated to the lead to the discovery
14 of admissible evidence. This interrogatory is additionally harassing, unduly burdensome and
15 oppressive and seeks information protected from disclosure by the right to privacy pursuant to
16 Article I, Section 1 of the California Constitution.

17 **SPECIAL INTERROGATORY NO. 31:**

18 IDENTIFY ALL entities of which YOU are a debtor.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 31:**

20 Responding party objects to this interrogatory on the ground it seeks information neither
21 relevant to the subject matter of this action nor reasonably calculated to the lead to the discovery
22 of admissible evidence. This interrogatory is additionally harassing, unduly burdensome and
23 oppressive and seeks information protected from disclosure by the right to privacy pursuant to
24 Article I, Section 1 of the California Constitution. Moreover, this interrogatory violates Civil
25 Code section 3295(c).

26 **SPECIAL INTERROGATORY NO. 32:**

27 Provide ALL information pertaining to YOUR organizational structure, including,
28 without limitation, name of EACH department and/or sub-department, duties of EACH

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1 department and/or sub-department, names of officers of EACH department and/or sub-
2 department, and names of employees in EACH department and/or sub-department in the period
3 of March 2004 to March 2008.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 32:**

5 Responding party objects to this interrogatory as being compound. Subject to and
6 without waiving the foregoing objections, responding party answers as follows: Responding
7 party is a small operation and its "organizational structure" as requested by this interrogatory is
8 likewise simple and straightforward. William I. Aboudi is President and additionally acts as
9 responding party's Operations Manager. Katrina Monteiro is the current dispatcher.

10 **SPECIAL INTERROGATORY NO. 33:**

11 Do YOU contend that meal periods and/or rest breaks were built into the time allotted for
12 driving routes from March 2004 through October 2008?

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 33:**

14 Responding party objects to this interrogatory because it is vague and ambiguous as to
15 the undefined words and/or terms "built into" and "driving routes" as used in the context of this
16 interrogatory. Despite a good faith effort, responding party must speculate as to the intended
17 meaning and scope of this interrogatory. Subject to and without waiving the foregoing
18 objections, responding party answers as follows: As understood by responding party, meal
19 periods and rest breaks were provided and made available to all drivers, when applicable,
20 regardless of the "driving routes" being performed.

21 **SPECIAL INTERROGATORY NO. 34:**

22 If YOU answered "yes" to Special Interrogatory No. 33, state EACH fact in support of
23 this contention, including, without limitation, who made the decision to build meal periods
24 and/or rest breaks into the time allotted for drive routes, how that decision was made, the formula
25 and/or process for calculating how meal periods and/or rest breaks were built into the time
26 allotted for drive routes, and ALL correspondence and/or communication to DRIVERS
27 pertaining, relating, and/or referring to YOUR contention that meal and rest breaks were built
28 into the time allotted for drive routes.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 34:**

2 Responding party objects to this interrogatory because it is vague and ambiguous as to
3 the undefined words and/or terms "built into" and "driving routes" as used in the context of this
4 interrogatory. Despite a good faith effort, responding party must speculate as to the intended
5 meaning and scope of this interrogatory. In addition, this interrogatory is compound, overbroad
6 and without limitation. Subject to and without waiving the foregoing objections, responding
7 party answers as follows: Not applicable.

8 **SPECIAL INTERROGATORY NO. 35:**

9 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to YOUR response
10 to Special Interrogatory No. 34.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 35:**

12 Responding party objects to this interrogatory because it is vague and ambiguous as to
13 the undefined words and/or terms "built into" and "driving routes" as used in the context of this
14 interrogatory. Despite a good faith effort, responding party must speculate as to the intended
15 meaning and scope of this interrogatory. In addition, this interrogatory is compound, overbroad
16 and without limitation. Subject to and without waiving the foregoing objections, responding
17 party answers as follows: Not applicable.

18 **SPECIAL INTERROGATORY NO. 36:**

19 Do YOU contend that meal periods and/or rest breaks were built into the pay provided
20 for driving routes from March 2004 through March 2008?

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 36:**

22 Responding party objects to this interrogatory because it is vague and ambiguous as to
23 the undefined words and/or terms "built into" and "driving routes" as used in the context of this
24 interrogatory. Despite a good faith effort, responding party must speculate as to the intended
25 meaning and scope of this interrogatory. Subject to and without waiving the foregoing
26 objections, responding party answers as follows: As understood by responding party, meal
27 periods and rest breaks were provided and made available to all drivers, when applicable,
28 regardless of the "driving routes" being performed.

1 **SPECIAL INTERROGATORY NO. 37:**

2 If YOU answered "yes" to Special Interrogatory No. 36, state EACH fact in support of
3 this contention, including, without limitation, who made the decision to build meal periods
4 and/or rest breaks into the pay provided for drive routes, how that decision was made, the
5 formula and/or process for calculating how meal periods and rest breaks were built into the pay
6 provided for drive routes, and ALL correspondence and/or communication to DRIVERS
7 pertaining, relating, and/or referring to YOUR contention that meal and rest breaks were built
8 into the pay provided for drive routes.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 37:**

10 Responding party objects to this interrogatory because it is vague and ambiguous as to
11 the undefined words and/or terms "built into" and "driving routes" as used in the context of this
12 interrogatory. Despite a good faith effort, responding party must speculate as to the intended
13 meaning and scope of this interrogatory. In addition, this interrogatory is compound, overbroad
14 and without limitation. Subject to and without waiving the foregoing objections, responding
15 party answers as follows: Not applicable.

16 **SPECIAL INTERROGATORY NO. 38:**

17 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to YOUR response
18 to Special Interrogatory No. 37.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 38:**

20 Responding party objects to this interrogatory because it is vague and ambiguous as to
21 the undefined words and/or terms "built into" and "driving routes" as used in the context of this
22 interrogatory. Despite a good faith effort, responding party must speculate as to the intended
23 meaning and scope of this interrogatory. In addition, this interrogatory is compound, overbroad
24 and without limitation. Subject to and without waiving the foregoing objections, responding
25 party answers as follows: Not applicable.

26 **SPECIAL INTERROGATORY NO. 39:**

27 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to LAVON
28 GODFREY, including, without limitation, the present location of EACH DOCUMENT.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 39:**

2 Responding party objects to this interrogatory on the ground it is overbroad and without
3 limitation in scope and, therefore, unduly burdensome and oppressive. Responding party further
4 objects to this interrogatory to the extent it requests information subject to the attorney-client
5 privilege and work product doctrine. Subject to and without waiving the foregoing objections,
6 responding party answers as follows: Responding party maintains control of the following
7 documents responsive to this interrogatory:

- 8 (1) DMV License / Identification Card Information Request;
- 9 (2) Social Security Card;
- 10 (3) Driver's License;
- 11 (4) Medical Examiner's Certificate;
- 12 (5) Federal Drug Testing Custody and Control Form (Advanced Toxicology
13 Network); and
- 14 (6) Weekly Time Sheets.

15 **SPECIAL INTERROGATORY NO. 40:**

16 ~~IDENTIFY ALL YOUR~~ practices and policies relating, pertaining and/or referring to
17 meal periods for DRIVERS in the period of March 2004 to March 2008.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 40:**

19 Responding party informs its drivers during the hiring process and at subsequent training
20 sessions about meal periods consistent with the applicable law. Responding party provides and
21 makes available meal periods to its drivers as required.

22 **SPECIAL INTERROGATORY NO. 41:**

23 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to YOUR response
24 to Special Interrogatory No. 40.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 41:**

26 Responding party is unaware of documents responsive to this interrogatory. Discovery
27 and investigation remain ongoing.

28

1 **SPECIAL INTERROGATORY NO. 42:**

2 IDENTIFY ALL YOUR practices and policies relating, pertaining and/or referring rest
3 breaks for DRIVERS in the period of March 2004 to March 2008.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 42:**

5 Responding party informs its drivers during the hiring process and subsequent training
6 sessions about rest breaks consistent with the applicable law. Responding party provides and
7 makes available rest breaks to its drivers as required.

8 **SPECIAL INTERROGATORY NO. 43:**

9 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to YOUR response
10 to Special Interrogatory No. 42.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 43:**

12 Responding party is unaware of documents responsive to this interrogatory. Discovery
13 and investigation remain ongoing.

14 **SPECIAL INTERROGATORY NO. 44:**

15 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to meal periods
16 provided to ANY DRIVER in the period of March 2004 to March 2008.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 44:**

18 Responding party objects to this interrogatory because it seeks information protected
19 from disclosure by the right to privacy pursuant to Article I, Section 1 of the California
20 Constitution. Responding party further contends this interrogatory is overbroad and without
21 limitation in scope and, therefore, unduly burdensome and oppressive. Subject to and without
22 waiving the foregoing objections, responding party answers as follows: Propounding party is
23 referred to response to Interrogatory No. 41 above.

24 **SPECIAL INTERROGATORY NO. 45:**

25 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to rest breaks
26 provided to ANY DRIVER in the period of March 2004 to March 2008.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 45:**

28 Responding party objects on the ground this interrogatory seeks information protected

1 from disclosure by the right to privacy pursuant to Article I, Section 1 of the California
2 Constitution. Responding party further contends this interrogatory is overbroad and without
3 limitation in scope and, therefore, unduly burdensome and oppressive. Subject to and without
4 waiving the foregoing objections, responding party answers as follows: Propounding party is
5 referred to response to Interrogatory No. 43 above.

6 **SPECIAL INTERROGATORY NO. 46:**

7 IDENTIFY ALL YOUR practices and policies regarding, relating, and/or pertaining to
8 compensation provided to ANY DRIVER for the failure to provide a meal period to ANY
9 DRIVER in the period of March 2004 to March 2008.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 46:**

11 Responding party objects to this interrogatory on the ground it is overbroad and without
12 limitation in scope. This interrogatory also assumes a fact not yet established in discovery.
13 Subject to and without waiving the foregoing objections, responding party answers as follows: If
14 a driver was not provided a meal period, responding party's practice was to compensate that
15 driver in compliance with applicable law.

16 **SPECIAL INTERROGATORY NO. 47:**

17 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to YOUR response
18 to Special Interrogatory No. 46.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

20 Responding party objects to this interrogatory because it seeks information protected
21 from disclosure by the right to privacy pursuant to Article I, Section 1 of the California
22 Constitution. Responding party further contends this interrogatory is overbroad and without
23 limitation in scope and, therefore, unduly burdensome and oppressive. Subject to and without
24 waiving the foregoing objections, responding party answers as follows: Notwithstanding the
25 applicable law responsive to this interrogatory, responding party is unaware of documents
26 responsive to this interrogatory.

27
28

1 **SPECIAL INTERROGATORY NO. 48:**

2 IDENTIFY ALL YOUR practices and policies regarding, relating, and/or pertaining to
3 compensation provided to ANY DRIVER for the failure to provide a rest break to ANY
4 DRIVER in the period of March 2004 to March 2008.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 48:**

6 Responding party objects to this interrogatory on the ground it is overbroad and without
7 limitation in scope. This interrogatory also assumes a fact not yet established in discovery.
8 Subject to and without waiving the foregoing objections, responding party answers as follows: If
9 a driver was not provided a rest break, responding party's practice was to compensate that driver
10 consistent with and in compliance with the applicable law.

11 **SPECIAL INTERROGATORY NO. 49:**

12 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to YOUR response
13 to Special Interrogatory No. 48.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 49:**

15 Responding party objects to this interrogatory because it seeks information protected
16 from disclosure by the right to privacy pursuant to Article I, Section 1 of the California
17 Constitution. Responding party further contends this interrogatory is overbroad and without
18 limitation in scope and, therefore, unduly burdensome and oppressive. Subject to and without
19 waiving the foregoing objections, responding party answers as follows: Notwithstanding the
20 applicable law responsive to this interrogatory, responding party is unaware of documents
21 responsive to this interrogatory.

22 **SPECIAL INTERROGATORY NO. 50:**

23 IDENTIFY EACH training relating, pertaining and/or referring to meal periods that YOU
24 provided to DRIVERS in the period of March 2004 to March 2008, including, without limitation,
25 the date of the training, the length of the training, who conducted the training, the identity of
26 EACH person present at the training, and the contents of the training.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 50:**

28 Responding party objects to this interrogatory as it is compound and unduly burdensome

1 and oppressive in nature. Responding party cannot respond to this interrogatory as currently
2 phrased. Responding party will agree to meet and confer with propounding party to clarify this
3 interrogatory.

4 **SPECIAL INTERROGATORY NO. 51:**

5 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to YOUR response
6 to Special Interrogatory No. 50, including, without limitation, ALL DOCUMENTS distributed at
7 EACH training.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 51:**

9 Responding party incorporates its response to Interrogatory No. 50 herein.

10 **SPECIAL INTERROGATORY NO. 52:**

11 IDENTIFY EACH training relating, pertaining and/or referring to rest breaks that YOU
12 provided to DRIVERS in the period of March 2004 to March 2008, including, without limitation,
13 the date of the training, the length of the training, who conducted the training, the identity of
14 EACH person present at the training, and the contents of the training.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 52:**

16 Responding party objects to this interrogatory as it is compound and unduly burdensome
17 and oppressive in nature. Responding party cannot respond to this interrogatory as currently
18 phrased. Responding party will agree to meet and confer with propounding party to clarify this
19 interrogatory.

20 **SPECIAL INTERROGATORY NO. 53:**

21 IDENTIFY ALL DOCUMENTS relating, pertaining and/or referring to YOUR response
22 to Special Interrogatory No. 52, including, without limitation, ALL DOCUMENTS distributed at
23 EACH training.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 53:**

25 Responding party incorporates its response to Interrogatory No. 52 herein.

26 **SPECIAL INTERROGATORY NO. 54:**

27 IDENTIFY ALL steps taken by YOU to preserve ALL electronic records and/or
28 DOCUMENTS relating to the subject matter of this action from March 2004 through the present.

Gordon & Rees LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111

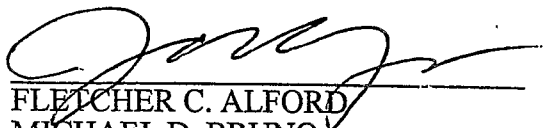
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RESPONSE TO SPECIAL INTERROGATORY NO. 54:

Responding party objects to this interrogatory as vague and ambiguous as to the undefined phrase "relating to the subject matter of this action" as used in the context of this interrogatory. This interrogatory is further unduly burdensome and oppressive and seeks information protected by the attorney-client and work product privileges. Subject to and without waiving the foregoing objections, responding party answers as follows: Responding party has undertaken measures to ensure preservation of information and material it believes is relevant to the claims giving rise to this action.

Dated: September 9, 2008

GORDON & REES LLP

By: 
FLETCHER C. ALFORD
MICHAEL D. BRUNO
JON C. YONEMITSU
Attorneys for Defendant
OAKLAND PORT SERVICES
CORPORATION d/b/a AB TRUCKING
(erroneously sued as AB TRUCKING,
INC.)

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VERIFICATION

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

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

I, Jay I. Aboudi, declare:

1. That I am the General Counsel for 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 RESPONSE TO PLAINTIFF'S SPECIAL INTERROGATORIES, 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 RESPONSE TO PLAINTIFF'S SPECIAL INTERROGATORIES, 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: September 9, 2008

OAKLAND PORT SERVICES CORPORATION


By: Jay I. Aboudi

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SHARON A. SEIDENSTEIN, Of Counsel
NINA FENDEL, Of Counsel

* Also admitted in Arizona
** Admitted in Hawaii
*** Also admitted in Nevada
**** Also admitted in Illinois

December 14, 2009

FIRM BACKGROUND AND QUALIFICATIONS

Weinberg, Roger & Rosenfeld is the country's largest law firm representing workers, unions, and employee benefit plans, and handles many class actions and other complex matters regularly.

David A. Rosenfeld is a named shareholder in the Weinberg firm. Mr. Rosenfeld is a graduate of Boalt Hall School of Law at the University of California and has been practicing law on behalf of unions and workers since 1973. Mr. Rosenfeld has argued many important cases before the United States Supreme Court, the California Supreme Court, various federal and state courts of appeal and the National Labor Relations Board. He is well known in the labor law field for developing creative and effective legal strategies. He has taught at Boalt Hall School of Law at the University of California and has designed and taught a new course entitled "Representing Low Wage Workers." One of Mr. Rosenfeld's wage and hour class actions was *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575 (2000), holding that under California law, employees must be compensated for required time on employer-provided buses. Among other successful wage and hour class actions brought by Rosenfeld are *Fitz et al. v. Able Iron Works*, Los Angeles Superior Court Case No. BC343271; *Hernandez et al. v. Central Precast Concrete, Inc.*, Alameda Superior Court Case No. RG05247294; *Matthews et al. v. Petrochem Insulation, Inc.*, Alameda Superior Court Case No. 2002067565; *Weddle et al. v. Frito-Lay Inc.*, No. C 99-05272 PJH (N.

EXHIBIT 

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D. Cal.); and *Yarbrough et al. v. Labor Ready, Inc.*, No.836186-2 (Alameda County Superior Court).

Caren Sencer is a shareholder at the firm, admitted to the California Bar in 2004. Her practice includes the representation of unions, their members and working people in both state and federal court as well as in administrative proceedings. She graduated from the University of California, Berkeley, Boalt Hall in 2004. She has worked on many state and federal wage and hour suits, including *Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949; *Fitz et al. v. Able Iron Works*, Los Angeles Superior Court Case No. BC343271; *Hernandez et al. v. Central Precast Concrete, Inc.*, Alameda Superior Court Case No. RG05247294; *Virgen et al. v. Jim Aartman, Inc.*, Sacramento County Superior Court, Case No. 07AS03439; *Hernandez, et al. v. Kim & Son Construction Co., Inc.*, San Francisco Superior Court - Case No. CGC-06-458788; *Romero v. Merit Insulation*, United States District Court of New Mexico No. CV-06-75 JP/WPL, and others.

Numerous cases involving Labor Code violations are prosecuted currently by these and other lawyers of Weinberg, Roger & Rosenfeld. Enforcement of Labor Code provisions has been central to the practice of the firm for many years.

Weinberg, Roger & Rosenfeld

Selected Litigation

- 1) *Security Farms v. International Broth. of Teamsters* (9th Cir. 1997) 124 F.3d 999 (farm labor damages suit removed and bankruptcy reference withdrawn).
- 2) *McMorgan & Co. v. First California Mortg. Co.* (N.D. Cal. 1995) 916 F.Supp. 966 (ERISA fiduciary breach by servicer of construction mortgages).
- 3) *Beck v. PACE International Union* (9th Cir. 2005) 427 F.3d 668 (pension reversion disallowed in fiduciary breach), *cert granted* 127 S.Ct. 1144, 166 L.Ed.2d 909, 75 USLW 3020 (U.S. Jan. 19, 2007).
- 4) *Local 2-1971 of PACE Int'l Union v. Cooper* (W.D.N.C. 2005) 364 F.Supp.2d 546 (WARN Act where lockout defense raised).
- 5) *Stationary Engineers Local 39 Health & Welfare Trust Fund v. Philip Morris Co.* (N.D.Cal. 1998) 1998 WL 476265 (tobacco-related injury to health plans).
- 6) *California Ironworkers Field Pension Trust v. Loomis Sayles & Co.* (9th Cir. 2001) 259 F.3d 1036 (ERISA fiduciary breach in bond investments).
- 7) *In re Rufener Const., Inc.* (9th Cir. 1995) 53 F.3d 1064 (labor agreements and chapter 7 bankruptcy).
- 8) *Cruz v. Wal-Mart Stores, Inc., No. BC302850* (Los Angeles County Superior Court – Central District) (improper deductions in bonus plan).
- 9) *United States of America, ex rel. International Brotherhood et al. v. G.E. Chen Construction, Inc.*, C-96-2341 MJJ (N.D.Cal.) (false claims for labor violations).
- 10) *Carpenters Health and Welfare Trust Fund for California v. Tri-Capital* (9th Cir. 1994) 25 F.3d 849 (ERISA preemption of State construction remedies).
- 11) *Stationary Engineers Local 39 Health & Welfare Trust Fund v. Philip Morris Co.* (N.D. Cal. 1998) 1998 WL 476265.
- 12) *In re Tobacco Cases II* (2001) 93 Cal.App.4th 183, review granted, review dismissed sub nom *Operating Engineers Local 12 Fund v. Phillip Morris Inc.*, 59 P.3d 149, 128 Cal.Rptr.2d 74 (Cal. Nov. 20, 2002, No. S102633).

- 13) *California Ironworkers Field Pension Trust v. Loomis Sayles & Co.* (9th Cir. 2001) 259 F.3d 1036.
- 14) *Lupiani v. Wal-Mart Stores, Inc.* (N.D.Cal. 2003) 2003 WL 22416414.
- 15) *Hulteen, et al. v. AT & T, et al.* (N.D.Cal., No. C-01-1122 MJJ; Ninth Circuit No. 04-16087)—A nationwide pregnancy discrimination action on behalf of a class of women who worked for AT&T and other Bell Operating System Companies before the Pregnancy Discrimination Act was passed in 1979 and who, upon requesting a determination of their retirement benefits in and after the mid-1990s, received substantially less service credit for periods of pregnancy-related leave than other employees who took leave during the same time period for other temporarily disabling medical conditions. Under *Pallas v. Pacific Bell* (9th Cir.1991) 940 F.2d 1324, another case in which the firm served as co-counsel for the plaintiff, the district court granted the Hulteen plaintiffs' motion for summary judgment in the liability phase of the case. The firm acted as co-counsel for the the plaintiff class in the district court, and took the lead in opposing AT&T's interlocutory appeal to the Ninth Circuit in 2004.
- 16) *Associated Builders and Contractors, Inc. v. San Francisco Airports Com.* (1999) 21 Cal.4th 352— Representing the San Mateo County Building and Construction Trades Council, the firm defeated Associated Builders and Contractors in the superior court, the Court of Appeal, and the California Supreme Court when they challenged a project stabilization agreement that required them to pay union wages, use union labor for all new hires, and adhere to a grievance procedure in disciplining or terminating employees.
- 17) *Western Aggregates, Inc. v. County of Yuba* (2002) 101 Cal.App.4th 278—Beginning in the late 1980s, Western Aggregates began excluding the public from a road that runs along the south bank of the Yuba River just east of Marysville, and had several union organizers arrested for picketing along the road. The firm represented the County in a quiet title action brought by the mining company and, after a three-week trial, the trial court found that the road had been a public highway since the early 1850s. The Court of Appeal affirmed the trial court's judgment, and remanded the case with an order that the road be surveyed—at Western Aggregates' expense.
- 18) *Calvert v. County of Yuba*, Sacramento Sup.Ct. Case No. 00-CS-01434; Third Dist. Ct. App. Case No. C047857, *affirmed* 145 CA.4th 613 (3d Dist. Dec. 5, 2006) —In cross-appeals, the firm represented plaintiffs William Calvert and the Yuba Goldfields Access Coalition to defend a decision by which the trial court issued a writ of mandate, directing the County of Yuba to set aside its determination that Western Aggregates had "vested rights" to mine aggregate on over 3430 acres in the Yuba Goldfields, within the meaning of the Surface Mining and Reclamation Act, Government Code section 2710 et seq."), because the County failed to comply with the requirements of due process—including notice and a hearing in which

neighboring landowners and the interested public may participate—when it made that determination.

- 19) *California Labor Federation, et al. v. Labor and Workforce Development Agency*, Sacramento Sup. Ct. No. 05-CS-00330—The firm represented the California Labor Federation and SEIU United Healthcare Workers-West, in obtaining a writ of mandate directing the LWDA and various of its subordinate labor agencies to cease and desist from further dissemination of a one-sided video news release—also known as a VNR or a “fake news story”—that the respondents had produced, at taxpayers’ expense, to promote anti-worker regulations proposed by the Division of Labor Standards Enforcement, which were designed to weaken workers’ meal and rest break rights and remedies under the Labor Code. The trial court ruled that the use of public funds for this purpose was improper, and that the inclusion of comments only from employers and business interests that supported and advocated for the adoption of the proposed regulations, violated the basic minimum procedural requirements of the Administrative Procedures Act.
- 20) *Int’l Assn. Of Machinists, Local 964 v. B.F. Goodrich* (9th Cir. 2004) 387 F.3d 1046—The firm obtained a judgment reaffirming the lawfulness of the practice of permitting full-time shop stewards to continue to draw their regular wages.
- 21) *Pension Trust Fund for Operating Engineers v. Federal Ins. Co.* (9th Cir. 2002) 307 F.3d 944—The firm obtained a \$7 million judgment enforcing the duty of the defendant insurance company to defend on a fiduciary policy issued on behalf of our trust fund client.
- 22) *Local 2-1971 of PACE Int’l Union v. Cooper* (W.D.N.C. 2005) 364 F.Supp.2d 546—This was the first WARN Act case establishing liability despite the employer’s claim of a lockout.
- 23) *Beck v. Pace International Union* (9th Cir. 2005) 427 F.3d 668—This decision established that merger into a multiemployer plan is a permissible way of terminating a single-employer pension plan, and the single employer owes a fiduciary duty to participants to consider the option impartially.
- 24) *Operating Engineers Local 3 v. Johnson* (2003) 110 Cal.App.4th 180—County employee and her bargaining representative, sued county and its chief probation officer, individually and in her official capacity, asserting claims including retaliation and invasion of privacy. The Court of Appeal affirmed the judgment awarding damages for invasion of privacy, holding that the exclusivity provision of the Workers Compensation Act did not bar the employee’s constitutional privacy claim.
- 25) *San Francisco Police Officers Ass’n v. City and County of San Francisco (San Francisco Sup.Ct. No. 324635)*—The firm represented the San Francisco Police Officers Association and several individual officers in an action seeking injunctive relief to prohibit the city, the police commission, and the police chief from taking any

further punitive action against the individual officers in disciplinary proceedings initiated by the office of citizen complaints. The Court of Appeal affirmed a decision of the trial court granting the officers' request for a preliminary injunction because the city failed to notify each officer of its proposed disciplinary action within the statutory one-year period.

- 26) *Operating Engineers Health and Welfare Trust Fund v. Mega Life and Health Ins. Co.* (N.D.Cal. Case No. C 02-04072 CRB)—The firm represented an employee benefit trust fund governed by the Employee Retirement Income Security Act (ERISA) in suit against the trust fund's insurer, seeking reimbursement under a stop loss policy for claims paid to five beneficiaries. On cross-motions for summary judgment the trial court held that the requirement that proof of loss be submitted within 90 days applied to claims under the policy, but that the insurer failed to prove prejudice from the fund's untimely notice of claims.
- 27) *Reynolds v. Bement* (2005) 36 Cal.4th 1075—Amicus -- Former shop managers for corporate employer filed a class action lawsuit against employer's officers, directors, and shareholders, seeking to recover for tortious acts and for alleged misclassification of class members in violation of wage laws, which required them to work unpaid overtime hours. The Supreme Court held that the defendants were not individually liable for the alleged misclassification under statute entitling employees to recover unpaid balance of owed overtime compensation from their "employer" in civil action.
- 28) *City of Long Beach v. Department of Industrial Relations* (2004) 34 Cal.4th 942—Amicus -- The City filed a petition for writ of mandate challenging the decision of Department of Industrial Relations that California's prevailing wage law ("PWL") applied to the construction of an animal shelter project that was financed in part with city funds. The Supreme Court held that the animal shelter project was not "public work" as defined by the former statute, and thus was not subject to PWL, and that an amendment to the statute redefining "public work" so as to include projects like the animal shelter applied prospectively only.
- 29) *City of Oakland v. Public Employees' Retirement System* (2002) 95 Cal.App.4th 29—The firm represented employees from United Public Employees Local 790 in a successful appeal in a case in which the City of Oakland sought a writ of mandate to challenge a decision of the Public Employees' Retirement System (PERS) Board, which had retroactively reclassified certain airport employees as firefighters, making them eligible for superior retirement benefits as "safety" employees. The trial court found that the employees in question fit the statutory definition of firefighter, but nevertheless issued a writ of mandate saying that, under binding precedent, the employees' administrative proceeding was time-barred. The Court of Appeal reversed, holding that no statute of limitations bars an administrative claim for reclassification, that the PERS Board's decision that reclassification was not subject to any statute of limitations was neither arbitrary nor irrational, and advanced the constitutional mandate to ensure the rights of PERS members and retirees to their full

earned benefits. The Court of Appeal further held that the employees were firefighters under the statutory definition even though they were not employed by the city's fire department, based on evidence that the city had assured the federal government they were firefighters in order to operate an airport, they were given cards identifying them as firefighters, and their vehicles were identified as airport firefighting vehicles, making them part of a de facto fire department, and they were exposed to the same risks as other firefighters.

- 30) *Teamsters Local 856 v. Priceless, LLC* (2003) 112 Cal.App.4th 1500—The firm represented Services Employees International Union Local 715 in an action seeking an injunction to prohibit the release of individually identified earnings information pursuant to a request by a local newspaper under the California Public Records Act. The Court of Appeal affirmed a decision of the trial court granting the Union's motion for preliminary injunction, holding that the employees had a reasonable expectation of privacy in the information, and that the employees' interest in nondisclosure outweighed public interest in disclosure.
- 31) *Independent Roofing Contractors v. California Apprenticeship Council* (2003) 114 Cal.App.4th 1330—A joint apprenticeship training program represented by the firm successfully fought a proposed geographic expansion of a “unilateral” apprenticeship program.
- 32) *Service Employees Int'l. Union, Local 715, AFL-CIO v. Cupertino Union School Dist.* (2005) 131 Cal.App.4th 985—The firm successfully represented a public sector employees' union in an action to compel arbitration of a “contracting out” grievance against a school district. The Court of Appeal held that the union did not forfeit its right to arbitrate the grievance by filing a timely, but procedurally defective, arbitration demand.
- 33) *State Personnel Board v. Department of Personnel Administration* (2005) 37 Cal.4th 512— The State Personnel Board (SPB) sought a writ of mandate challenging provisions of memoranda of understanding between the Department of Personnel Administration and various unions, which provided for arbitration as an alternative dispute resolution mechanism for litigating disciplinary action taken against State employees. The Supreme Court held that the statutes authorizing the MOU's violated the state Constitution's mandate that SPB review disciplinary actions against state civil service employees.
- 34) *Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949— The firm obtained reversal of a trial court judgment against the plaintiff truck drivers, successfully arguing on appeal that the federal “motor carrier exemption” does not apply to claims that their employer failed to provide adequate itemized wage statements, and did not ensure that the drivers receive rest breaks and duty-free meal periods, as required by the California Labor Code. The Court of Appeal further held that the employees were not required to arbitrate alleged violations of such minimum labor standards, as established by the California Legislature by statute.

- 35) *Northern California Carpenters Regional Council v. Warmington Hercules Associates* (2004) 124 Cal.App.4th 296—The firm represented the Carpenters union in unfair business practices action against building contractors and subcontractors engaged in development of housing project for failure to pay prevailing wage under city redevelopment agency's policy. The Court of Appeal affirmed an order of the trial court denying the defendants' motion to strike the complaint under California's anti-SLAPP (strategic lawsuit against public participation) statute.
- 36) *Pension Trust Fund Operating Engineers v. The Chubb Corporation, et al.* (N.D. Cal. No. C-99-0708-WHA)—Federal court action on behalf of pension trust fund under its fiduciary insurance policy for breach of insurer's duty to defend. The case settled after the Ninth Circuit ruled that the insurer did, in fact, breach its duty to defend.
- 37) *Stuart v. Civil Service Commission* (1985) 174 Cal.App.3d 201—Established that Civil Service Rules which were inconsistent with the Charter of the City and County which had established the Civil Service Commission could not conflict with provisions of the Charter. Therefore, where the Civil Service Rules that allowed for a shorter period of time to challenge a job interview than the Charter, the Charter controlled.
- 38) *Mezey v. State of California* (1984) 161 Cal.App.3d 1060—Effort on behalf of a state college instructor who was terminated in 1950 for failure to sign a loyalty oath but was not brought until 1981, was barred by the statute of limitations.
- 39) *deGroat v. Newark Unified School District* (1976) 162 Cal.App.3d 538—Overturned the termination of a school teacher who had been terminated for alleged unprofessional conduct because he permitted a poetry reading which district administrators deemed to be offensive.
- 40) *San Francisco Unified School District v. Superior Court* (1981) 116 Cal.App.3d 231—Established parameters for discovery surrounding dismissal actions brought in connection with termination of certificated employees of school districts.
- 41) *Winters v. Unemployment Insurance Appeals Board* (1976) 63 Cal.App.3d 41—Precedential decision concerning the obligation of the school district to send notices of layoff to teachers; dictated the contents of such notice.
- 42) *United Teachers of Oakland v. Oakland Unified School District* (1977) 75 Cal.App.3d 322 (1977)—Established rights of teachers to assignment following return from sabbatical leave.
- 43) *Berkeley Federation of Teachers v. Berkeley Unified School District* (1966) 178 Cal.App.3d 775—Set out guidelines concerning the manner in which adult school teachers may obtain permanent status.

- 44) *San Jose Federation of Teachers v. Superior Court* (1982) 132 Cal.App.3d 861—Established the right of an arbitrator to reserve jurisdiction to resolve disputes concerning implementation of his award, and established that the court has the ability to confirm such an award.
- 45) *Noguera v. North Monterey County Unified School District* (1980) 106 Cal.App.3d 64—Established the rights of employees of a public school district upon unification with another school district.
- 46) *People v. General Motors Corp.* (1978) 78 Cal.App.3d 94—Held that a union did not breach the duty of fair representation when it negotiated a reasonable resolution of a grievance on behalf of a member.
- 47) *Peralta Federation of Teachers v. Peralta Community College District* (1979) 24 Cal.3d 369—Established the right to tenure on behalf of part-time teachers employed by a community college district and to compensate at an appropriate rate of pay based upon the number of semesters which they taught and the percentage of full time which they taught.
- 48) *Ofsevit v. Trustees of Cal State University and Colleges* (1978) 21 Cal.3d 763—Prohibited the California State University from firing a non-tenured instructor because of his exercise of free speech.
- 49) *Social Workers Union Local 535 v. Alameda County Welfare Department* (1974) 11 Cal.3d 382—Established the right of public employees to be represented by labor unions in meetings which might lead to disciplinary action. The case was decided in advance of the United States Supreme Court's decision in *Weingarten*.
- 50) *Comings v. State Board of Education* (1972) 23 Cal.App.3d 94—Established that employees could not be terminated for activities occurring away from employment unless there was some connection or "nexus" to their employment.
- 51) *Jarvis v. Corey* (1980) 28 Cal.3d 562—Established the right of unions representing state employees to negotiating retroactive compensation with the State of California.
- 52) *Lane v. IUOE Stationary Engineers* (1989) 212 Cal.App.3d 164—Established that the duty of fair representation was not per se applicable to public employee unions when Civil Service matters were involved unless the union voluntarily agreed to afford representation.
- 53) *Governing Board v. Brennan* (1971) 18 Cal.App.3d 396—Public school teacher may be terminated for persistent violation of laws relating to use of controlled substances.
- 54) *In re Coleman* (1974) 12 Cal.3d 568—Union officers cannot be held in contempt of a court order prohibiting mass picketing unless it can be shown that the individual supervised and directed the conduct which constituted the violation of the order.

- 55) *In re Brown* (1973) 9 Cal.3d 612—Held that individuals participating in a demonstration could not be convicted of disturbing the peace since the activity was constitutionally protected and the individuals were not engaged in violence nor disruption.
- 56) *Campbell Elementary Teachers Association v. Abbott* (1978) 76 Cal.App.3d 796—Established principles and interpreted statutes concerning mass layoffs of teachers.
- 57) *Bekiaris v. Board of Education* (1972) 6 Cal.3d 575—Established the right of probationary employees to be free from termination or other discipline because of activities related to the exercise of First Amendment rights.
- 58) *Service Employees International Union v. City of Redwood City* (1995) 32 Cal.App.4th 53—Status of fire prevention officers as peace officers for purposes of safety requirement.

Selected Wage and Hour Cases

- 59) *Albert H. Cicairos, et al. vs. Summit Logistics, Inc.*, Case No. CV 014837, San Joaquin County Superior Court.
- 60) *Helix Electric, Inc. vs. Division Of Labor Standards Enforcement, et al.*, Case No. 05-CV-2303, United States District Court Northern District of California.
- 61) *Fitz et al. v. Able Iron Works*, Case No. BC343271, Los Angeles Superior Court.
- 62) *Quintero, et al. v. KCB Towers, Inc.*, Case No. SCVSS 144871, San Bernardino County Superior Court.
- 63) *Hernandez et al. v. Central Precast Concrete, Inc.*, Case No. RG05247294, Alameda Superior Court.
- 64) *Gabriel Perea, et al. vs. RPM Enterprises, Inc., et al.*, Case No. 03CC00424, Orange County Superior Court.
- 65) *Andrea Savaglio, et al. vs. Wal-Mart Stores, Inc., et al.*, Case No. C-835687-7, Alameda County Superior Court California, and Case No. A110120, Court of Appeal First Appellate District Court.
- 66) *Kelly Smith, et al. vs. Helix Electric, Inc.*, Case No. 05 ASO 3603, Sacramento Superior Court.
- 67) *German Pimental, et al. vs. Dan Tudor & Sons, Inc.*, Case No. 247852-NFT, Kern County Superior Court.

- 68) *Joyce Ann Archibald, et al. vs. The United States Department Of Commerce, Bureau Of The Census*, Case No. 00-473 C, United States Court Of Federal Claims.
- 69) *Sharon Daniels, et al. vs. Eden Hospital, et al.*, Case No. 834885-6, Alameda County Superior Court.
- 70) *Galen Weddle, et al. vs. Frito-Lay, Inc.*, Case No. C 99-05272 PJH, United States District Court Northern District of California.
- 71) *United State Of America, ex rel. vs. G.E. Chen Construction, Inc., et al.*, Case No. C 96-02341 MJJ (MEJ), United States District Court Northern District of California.
- 72) *Francisco Zavala, et al. vs. Hard Drywall, Inc., et al.*, Sonoma County Superior Court.
- 73) *Fidel Trejo, et al. vs. Dwayne Nash Industries, Inc., et al.*, Case No. 99AS01365, Sacramento Superior Court.
- 74) *Jose Medina Cortez, et al. vs. Dwayne Nash Industries, Inc., et al.*, Case No. CIV S-99-2198 LKK JFM, United States District Court Eastern District of California.
- 75) *Armando Ramirez, et al. vs. Labor Ready, Inc., et al.*, Case No. 836186-2, Alameda County Superior Court.
- 76) *Larnel Gibson, et al. vs. Labor Connection, Inc.*, Case No. 226114, Sonoma County Superior Court.
- 77) *Anne Maccue-Garcia vs. Dominican Santa Cruz Hospital, et al.*, Case No. 323513, San Francisco Superior Court.
- 78) *Douglas Ziegler, et al. vs. Old Country Roofing Company, et al.*, Case No. 03AS06598, Sacramento Superior Court.
- 79) *Rex Ronald Chesshire vs. Kirk Witherow, et al.*, Case No. M-45188, Monterrey County Superior Court.
- 80) *Raul Ramirez, et al. vs. Tahoe Truckee Unified School District, et al.*, Case No. TS 98/140, Nevada County Superior Court.
- 81) *Charles Range, et al. vs. E.L. Wills, Inc., et al.*, Case No. 794347-0, Alameda County Superior Court.
- 82) *United States of America, ex rel. vs. San Luis Gonzaga Construction, Inc., et al.*, Case No. C-96-02350 PJH, United States District Court Northern District of California.
- 83) *Rosalina Garcia, et al. vs. Sutter Building Maintenance, Inc., et al.*, Case No. 99 AS 05842, Sacramento Superior Court.

- 84) *Carlos Valdez, et al. vs. SCR Group, Inc.*, Case No. BC232166, Los Angeles County Superior Court.
- 85) *Antonio Velazquez, et al. vs. State Roofing Systems, Inc., et al.*, Case No. 796646-8, Alameda County Superior Court.
- 86) *Michael Lacy, et al. vs. Western Insulation, Inc.*, Case No. 818970-9, Alameda County Superior Court.

118212/554157

Ⓚ

STEWART WEINBERG
DAVID A. ROSENFELD
WILLIAM A. SOKOL
VINCENT A. HARRINGTON, JR.
W. DANIEL BOONE
BLYTHE MICKELSON
BARRY E. HINKLE
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BRUCE A. HARLAND
CONCEPCION E. LOZANO-BATISTA
CAREN P. SENCER

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A PROFESSIONAL CORPORATION

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KERRIANNE R. STEELE ****
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LESLIE V. FREEMAN *****
EZEKIEL D. CARDER *****

PATRICIA M. GATES, Of Counsel
ROBERTA D. PERONS, Of Counsel
RICHARD T. DRURY, Of Counsel
NINA FENDEL, Of Counsel

* Also admitted in Arizona
** Admitted in Hawaii
*** Also admitted in Nevada
**** Also admitted in Illinois
***** Also admitted in Missouri
***** Also admitted in New York

May 5, 2010

VIA E-MAIL AND U.S. REGULAR MAIL

David L. Alexander
Port of Oakland/Legal Department
530 Water Street
Oakland, CA 94607-3524

Re: Public Records Act Request

Dear Mr. Alexander:

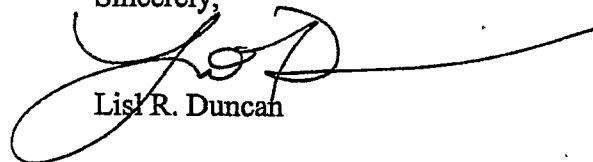
We thank you in advance for your assistance in this matter. Pursuant to the California Public Records Act ("CPRA"), Government Code section 6250, *et seq.*, we request the Port of Oakland provide us with copies of the following documents:

- o All documents provided to Oakland Port Services Corporation ("Oakland Port Services") and/or AB Trucking and/or OMSS, which the Port produced on or about April 12, 2010. This request includes any correspondence sent from the Port to Oakland Port Services regarding this request.

We are willing to accept the requested documents in PDF format via electronic mail. Should the Port prefer to send paper copies, we are willing to pay reasonable charges for duplication of the documents and will tender payment as soon as the information is provided.

Your prompt attention to this request is appreciated. Please feel free to contact me should you have any questions concerning the scope of this request.

Sincerely,



Lisl R. Duncan

LRD/jk
opeiu 3 afl-cio(1)
118212/570942

EXHIBIT K

④



PORT OF OAKLAND

RECEIVED

JUN 16 2010

WR & R

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

June 15, 2010

Via Email and U.S. Mail

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

**Re: Request for Public Records;
Your May 5, 2010**

Dear Ms. Duncan:

The Port is in receipt of your request dated May 5, 2010 pursuant to the California Public Records Act. Please be assured that the Port of Oakland is using its best efforts to respond to your request for identifiable records that are reasonably described in your request and that are not exempt.

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

Please be advised that we have identified records responsive to your request and are in the process of collecting and preparing them for transmittal. Please be aware that the Port does charge \$0.19 per page for the direct cost of duplication. We estimate we will have your requested records that are not otherwise exempt from disclosure ready for your inspection or to request copies on or after June 18, 2010. Please contact me at 510-627-1345 to be advised of the cost of copies. Thank you

Very truly yours,

David L. Alexander
Port Attorney

By:

Laurice Henry-Ross
Deputy Port Attorney

EXHIBIT L

Jennifer Koffler

From: Laurice Henry-Ross [lhenry@portoakland.com]
Sent: Wednesday, June 23, 2010 4:49 PM
To: Jennifer Koffler
Subject: Public Record Request
Attachments: AR-M620N_20100310_111700.pdf; DOC001_1.PDF

Dear Ms. Duncan,

Pursuant to your public record request, attached please find the documents you requested. The information was available in pdf format. Therefore, no fee charged. Thank you.

CONFIDENTIAL COMMUNICATION

This email message and any attachments are intended only for the use of the addressee named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, any dissemination, distribution, or copying is strictly prohibited. If you received this email message in error, please immediately notify the sender by replying to this email message or by telephone. Thank you.

Laurice Henry-Ross
Secretary to Mary Richardson
& Joshua Safran
Port Attorney's Office
530 Water Street, 4th Floor
Oakland, CA 94607

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

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

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

NAME OF FIRM Oakland Port Services		Phone: 510-553-1701
BILLING ADDRESS 2505 Bataan Avenue Suite A		Fax: 510-553-9115
CITY Oakland		E-Mail: <u>bi.11@abtruck.com</u>
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 Trucker support offices				
LOCATION OF WHARF, WHARF AREA, SPACE, OR FACILITY DESIRED OAB Bldg R070 Rooms 2, 17, 22, 23 at 2505 Bataan Avenue				

TYPE OF AREA	SQ. FT/MONTH	RATE	AMOUNT	CALCULATIONS/REMARKS
LAND:				
Unpaved	x	\$0.104	=	\$0.00
Rocked	x	\$0.128	=	\$0.00
Rocked/Lights/Fencing	x	\$0.148	=	\$0.00
Paved	x	\$0.153	=	\$0.00
Paved/Lights/Fencing	x	\$0.190	=	\$0.00
TRUCK or RAIL DOCK FACILITIES:				
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	\$0.190	=	\$0.00
WAREHOUSE SPACE:				
First Floor Level	x	\$0.300	=	\$0.00
BONDED STORAGE SPACE:				
First Floor Level	x	\$0.320	=	\$0.00
OFFICE SPACE, N.O.S.:				
Non-Air Conditioned	974.00	x	\$1.000	= \$974.00
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		974.00

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.

Certificate of Insurance on File with Port

Signature of Port Risk Management Office/Date

2-28-05
Application Approved (Date)

Applicant: Oakland Port Services
By: <u>[Signature]</u> Dated: <u>2/28/05</u>
Type or Print Name and Title of Applicant's Representative: Bill Aboudi, President

[Signature]
 Manager, Tenant Services and Chief Wharfing, Maritime Division

GENERAL PROVISIONS**Terms and General Conditions**

1. The described space, area, facility or crane is on property under the jurisdiction of the Board of Port Commissioners of the City of Oakland (Port of Oakland) and this application is made pursuant to the applicable provisions of the Port of Oakland Tariff No. 2-A including items 02210 and Items 03105 through 03190 pertaining to Toxic Materials and Hazardous Cargo. This assignment is for an indefinite period of time and may be terminated by the Port's Executive Director or by the Assignee upon thirty (30) days prior written notice to the other; provided further, however that such assignment may be terminated upon shorter notice at the discretion of the Executive Director.
2. This assignment shall be personal in nature and Assignee shall not transfer any privilege granted hereunder without the prior written consent of the Executive Director of the Port of Oakland.
3. Assignee shall keep the assigned space, area, facility or crane free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Assignee.
4. All notices to be given to Assignee may be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to Assignee at the billing address set forth on page 1 of the assignment. Notice shall be deemed given upon the date of such deposit in the United States mail.
5. The space, area, facility or crane hereunder shall not be used in such a manner not shall business be conducted in thereon which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy or use of the assigned space, area, facility or crane and failure to abide by any such law, ordinance, rule or regulation shall be deemed a violation of a condition of this agreement.
6. Assignee shall, at all times, at Assignee's sole cost, keep and maintain said space, area, facility or crane and every part thereof, including any glazing pavement or asphalted surfaces, and interiors and exteriors of such facilities in good and sanitary condition except for any waivers the Executive Director may extend in writing. In addition, Assignee shall, at its sole cost, from time to time as it may become necessary, promptly repair or restore any and all improvements so as to maintain the space, area, facility or crane in as good a condition as they were on the date of commencement of this assignment. However, the need for said repair or restoration may have arisen, including, but not limited to, damages caused by vessels serving the assigned facility. The Port shall, however, except as otherwise expressly provided in this assignment or in Tariff No. 2-A be responsible for repair or restoration if assignee satisfactorily establishes that repair or restoration is: (1) necessary on account solely of the Port's active negligence; or (2) where Assignee's negligence 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 the elements or reasonable wear and tear, or (c) it is necessary on account of acts of third parties not arising out of or in the course of Assignee's operations; or (3) necessary on account of latent defect or faulty design or construction not caused in part by Assignee's negligence; or (4) (except for cranes) is covered by a Port fire and extended coverage insurance policy, but solely to the extent and in the amount that such damages may be actually covered by a fire and extended coverage insurance policy covering such risks with such deductibles that the Port may in its sole discretion carry, and Assignee shall be responsible for any such uninsured loss provided that as to any uninsured loss the Port may be responsible under (1) - (3) of this Paragraph 6.
7. Each of the covenants and conditions of this assignment shall, except as otherwise specifically provided in this assignment, apply to and bind the heirs, successors, executors administrators assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.
8. Use of Port facilities or service is conditioned upon satisfactory assurance of the Executive Director that applicable charges will be paid when due. All charges are due and payable as they accrue or on completion of service or use. Payment terms are cash and payment may be required in advance unless Port customer has established credit worthiness or has posted acceptable adequate security (Pursuant to Port of Oakland Tariff No. 2-A Item Nos. 02130, 02135, 02140 and 02145)
9. Assignment of Port Area is subject to provisions relating to the handling, transportation or storage of toxic materials in Item 02210 Port of Oakland Tariff NO. 2-A.
10. Assignment of Port Area is subject to International Maritime Organization (IMCO or IMO) regulations and Hazardous Cargo permits issued by the Executive Director as required in Port of Oakland Tariff No. 2-A, Item 03105 through 03190. Assignee shall agree to and shall comply with all of the terms and conditions that may be specified in such issued permit.
11. Except as otherwise provided, Assignee shall, not later than the date of the commencement of the term of this assignment; deposit with the Port and during the entire assignment shall maintain with the Port a deposit in the sum of \$974.00

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

Improvements

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

Secondary Use

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

Default

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

Taxes

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

NO Relocation Benefits

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

Hold Harmless

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

Insurance

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

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

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

Acknowledged: _____
 Port (P): _____
 Assignee (A): _____

Special Provisions

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

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

- a) Except with prior written consent of the Executive Director, Assignee's use of this assigned space, area or facility shall be limited to the use prescribed in Item No. 10115 of Port of Oakland Tariff No. 2-A. Assignee shall be responsible for the delivery to the Port of the manifests and statements required by Item No. 05110 of Port of Oakland Tariff No. 2-A. Applicant agrees to comply with applicable provisions of Section X-A and in particular Item 10105 of Port of Oakland Tariff No. 2-A, including without limitation responsibility for repair and replacement of Fender Piles and Fender System.
- b) The Assignee agrees to pay all charges as required by Items 02135 and 02140 of Port of Oakland Tariff No. 2-A. The Assignee further guarantee that any vessel at the wharf that is authorized by Assignee to berth thereat, is not prohibited by the terms of any charter party, agreement of sale, or other restrictions, from incurring a lien for any charges assessed against such vessel.

PORT
 ASSIGNEE
 SPACE ASSIGNMENT

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

PORT
WHARF FACILITIES AND CONTAINER CRANE ASSIGNMENT
ASSIGNEE

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

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

PORT
TEMPORARY WHARF ASSIGNMENT (NON-OPERATIVE FACILITY)
ASSIGNEE

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

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

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

PORT
CRANE ASSIGNMENT (PREFERENTIAL OR SECONDARY USE)
ASSIGNEE

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

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

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

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

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

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

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



PORT OF OAKLAND

NO. 0000502029

CHECK DATE: 02/18/2010

VENDOR NO: 902256-001

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



PORT OF OAKLAND

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

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

11-24/1210

NO. 0000502029

CHECK DATE 02/18/2010

\$***974.00**

PAY Nine Hundred Seventy-Four And No/100 Dollars

TO THE
ORDER OF

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

NON NEGOTIABLE

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

Tenant: 6070 OAKLAND PORT SERVICES

Account Executive: 40 MARITIME DIVISION

Deposit No and Description	Deposit Amt	Lease No	Fac NO	RBI NO	Payment Date	Payment Type	Payment Amt
333 SPACE # 1112MMJ1	974.00	M06070	R070	0	JAN 01 1900	CA	974.00
Number of Deposits: 1							974.00 ***

Contact Name: BILL ABOUDI
 Contact Title:
 Phone No: Ext: Fax:
 510-604-0466

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

*** End of Report ***

Open Documents as of Tuesday, February 09, 2010

6070

OAKLAND PORT SERVICES

Entity: MM

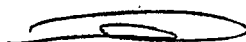
<i>Document No.</i>	<i>Invoice Date</i>	<i>Due Date</i>	<i>Type</i>	<i>Description</i>	<i>Amount</i>
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There are no Open Documents for this Receivable Account

Balance Due

.00

REFUND DEPOSIT



File Open For Remittance Allocation History

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

Remittance Number	Remittance	Remittance Am	Receivable	Remittance St	Deposit Sli	Deposit Date	Remittance Dt	Remittance
062918	621	287.82	6070	Allocated	888019	6/21/2005	6/21/2005	ysumabat
062933	623	306.25	6070	Allocated	888027	6/23/2005	6/23/2005	ysumabat
063047	727	1022.7	6070	Allocated	888137	7/27/2005	7/27/2005	ysumabat
063145	811	423.97	6070	Allocated	888196	8/11/2005	8/11/2005	ysumabat
063181	822	1099.29	6070	Allocated	893730	8/22/2005	8/20/2005	ysumabat
063250	831	362.69	6070	Allocated	893767	8/31/2005	8/31/2005	hofeman
063273	906	1022.7	6070	Allocated	893784	9/6/2005	9/8/2005	ysumabat
063375	928	519.52	6070	Allocated	893860	9/28/2005	9/28/2005	ysumabat
063393	1003	1022.7	6070	Allocated	893875	10/3/2005	10/1/2005	ysumabat
063524	1103	1052.22	6070	Allocated	893982	11/3/2005	11/3/2005	ysumabat
063562	1202	1441.08	6070	Allocated	894076	12/2/2005	12/2/2005	ysumabat
063755	1229	1874.96	6070	Allocated	894160	12/29/2005	12/29/2005	ysumabat

Maximum Rows Returned: 1000 Rows Retrieved: 35

M

THE BOARD OF PORT COMMISSIONERS
 PORT OF OAKLAND
 TARIFF NO. 2-A

ORIGINAL PAGE 18

SECTION I: DEFINITION OF TECHNICAL TERMS

TERM	DEFINITION	ITEM NO.
Outbound Cargo	Cargo which is being loaded, or is waiting to be loaded to a vessel.	01230
Package	The producer's or manufacturer's covering wrapper which uniformly seals and contains cargo units. The package may be, but is not limited to, a carton, bag, barrel, drum, crate, bale, box, bundle, pail, flask or basket. Cargo may be conveyed in its package or as packages in a container (defined in Item 01145) or as unitized cargo (defined in Item 01300)	01235
Person	The term "person" shall be construed to include any person, firm, corporation, association, carrier or terminal operator, singular or plural.	01240
Pipeline	The rates made subject to this Item will only apply when the cargo involved is handled through a stationary pipeline direct between vessel and shore storage facilities; or, private loading or unloading facilities.	01245
Port	For the purpose of this tariff, Port shall be construed to mean the Board and the Port of Oakland as defined in Item 01115.	01250
Port Area	For the purpose of this tariff, the Port Area is that area in the Charter of the City of Oakland defined as the Port Area, as enlarged or diminished by Ordinances of the City Council and the Board of Port Commissioners, within which exist facilities for the transshipment of cargo from, to and between domestic carriers and/or carriers engaged in coastwide, intercoastal, or foreign trade.	01255
Space Assignments	The assignment of space, areas, facilities, land or buildings that are under the jurisdiction of the Port of Oakland.	01260

For explanation of abbreviations and reference marks see Page 10.

ADOPTED: September 20, 1988

EFFECTIVE: November 1, 1988

Correction No.

EXHIBIT M

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 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 LISL R. DUNCAN 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