

S275431

CASE NO. 21-16201

**IN THE
UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

GEORGE HUERTA,

Plaintiff and Appellant,

v.

CSI ELECTRICAL CONTRACTORS, INC.,

Defendant and Appellee.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
CASE No. 5:18-cv-06761-BLF
BETH LABSON FREEMAN, UNITED STATES DISTRICT JUDGE

APPELLANT'S EXCERPTS OF RECORD VOLUME 6 OF 6

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6.6 In lieu of, or in addition to, any other action at law or equity or any rights an Employer may have under the applicable Master Agreement, any party may institute the following procedure when a breach of this Article is alleged, after the Union has been notified of the fact, understanding that the grieving party has the discretion to opt for resolution of any dispute under this Article or through Article 8 instead.

6.6.1 The party invoking this procedure shall notify the American Arbitration Association who shall select an arbitrator within twenty-four (24) hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the Union.

6.6.2 Upon receipt of said notice, the Arbitrator selected above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists or is threatened to resume.

6.6.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

6.6.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union, and such Award shall be served on all parties by hand or registered mail or by electronic mail upon issuance. The Union accepts service pursuant to any of the foregoing means of notice and expressly waives notice by more formal means.

6.6.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 6.6.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The

Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail or by electronic mail. All parties waive the right to require the issuance of a bond or other security for issuance of an injunction or an appeal to a refusal to issue one under this Article.

6.6.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

6.6.7 If the Arbitrator determines that a violation has occurred in accordance with Section 6.6.4 above, the party or parties found to be in violation shall pay as liquidated damages the following amounts: for the first shift in which the violation occurred, \$10,000; for the second shift, \$15,000; for the third shift, \$20,000; for each shift thereafter on which the craft has not returned to work, \$20,000 per shift. The Arbitrator shall retain jurisdiction to determine compliance with this section and this Article.

6.7 The procedures contained in this Article shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 8.

6.8 Notwithstanding the provisions of Section 6.1 above, it is agreed that with forty eight (48) hours prior written notice to the Primary Employer, the Union retains the right to withhold the services of its members from a particular contractor or subcontractor who fails with respect to work on the Project to make timely payments to the Union's benefit plans or to pay timely its weekly payroll in accordance with its agreements with the Union; provided, however, that in the event the Union or any of its members withhold their services from such contractor or subcontractor, Primary Employer shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

6.9 If a Master Agreement expires, both the Employer and the Union will abide by the terms of the expired Master Agreement for the duration of the Project until such time as a new Master Agreement is entered into.

**ARTICLE 7
WORK RULES, HOLIDAYS**

7.1 The standard work day shall consist of eight (8) hours of work between 6:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. The standard work week shall be five (5) consecutive days starting on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

7.2 Moved to Attachment B

7.3 Moved to Attachment B

7.4 Moved to Attachment B

7.5 It will not be considered a violation of this Agreement when the Primary Employer shuts down the Project at the discretion of the Primary Employer for any reason other than a labor dispute or any Employer considers it necessary to shut down to avoid loss of human life because of an emergency situation that could endanger life or safety. In such cases, employees will be compensated only for the actual time worked. In case of a situation described above whereby the Primary Employer or any Employer requests employees to wait in a designated area available for work the employees will be compensated for the waiting time.

7.6 Recognized holidays shall be as follows: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate as provided in the applicable Master Agreement not to exceed double the straight time rate of pay.

**ARTICLE 8
GRIEVANCE PROCEDURE**

8.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than successorship) shall be considered a grievance. Questions between or among parties signatory to the Master Agreement arising out of or involving the interpretation of the Master Agreement

shall be resolved under the grievance procedure(s) provided in the applicable Master Agreement.

8.2 The Primary Employer and other Employers, as well as a Union, may bring forth grievances under this Article.

8.3 A grievance shall be considered null and void if not brought to the attention of the Employer(s) within five (5) working days after the incident that initiated the alleged grievance occurred or reasonably should have been discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays or holidays regardless of whether any work is actually performed on such days.

8.4 Grievances shall be settled according to the following procedure (provided that grievances that do not involve an individual grievant or grievants shall be discussed by Primary Employer and the Union, and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, shall commence at Step 2):

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the grievance has been brought to the attention of the Employer.

Step 2

In the event the matter remains unresolved in Step 1 above after five(5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager of the Union or his designee and the site construction manager or Labor Relations representative of the Employer(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the Primary Employer.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager of the Union or his designee and the Manager of Labor Relations of the Employer(s) or the Manager's designated representative and the Primary Employer for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the Primary Employer. Should the parties be unable to mutually agree on the selection of an Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance.

8.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.

8.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the Primary Employer. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.

8.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

8.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.

8.9 Any party to a grievance may invite the Primary Employer to participate in resolution of a grievance. The Primary Employer may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.

8.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail, electronic mail, or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance. Failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances.

8.11 In order to encourage the resolution of disputes and grievances, the parties agree that settlements shall not be precedent setting.

ARTICLE 9 WORK JURISDICTION AND PRE-JOB MEETINGS

9.1 All Covered Work will be assigned to the appropriate Union as identified in Attachment B.

9.2 Prior to the commencement of work at the site of construction the Primary Employer shall hold a Pre-job Conference with the Unions for the purpose of discussing the scope, schedule, manpower requirements, and jurisdictional work assignments. A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each contractor's contract.

9.3 In the event of any jurisdictional or similar dispute concerning an Employer's assignment of work on this Project, the Employer and the Unions agree to cooperate to attempt to resolve such dispute expeditiously and efficiently; however, nothing in this Section shall require the Unions to agree to any modification of this Agreement. Until the jurisdictional or similar dispute is resolved, the Employer's work assignment shall be followed. This Article (including Attachment B), rather than any jurisdictional dispute resolution procedure in a Union's Master Agreement, shall apply to jurisdictional disputes involving the assignment of work on this Project to a Union.

**ARTICLE 10
GENERAL WORKING CONDITIONS**

10.1 The selection of craft foremen and/or general foremen shall be entirely the responsibility of each Employer, it being understood that in the selection of such foremen and/or general foremen the Employer will give primary consideration to the qualified individuals referred to the Employer who are available in the local area. After giving such consideration, the Employer may select such individuals from other areas. All foremen shall take orders from the designated Employer representatives.

10.2 There shall be no limit on production by employees or restrictions on the full use of tools or equipment. Employees using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

10.3 The Primary Employer and/or any Employer may establish and employees shall observe such reasonable project job site work rules as the Primary Employer and/or Employer deems appropriate. These rules will be reviewed and discussed at the pre-job conference, distributed to all employees, posted at the project site by the Primary Employer, and may be amended thereafter as necessary.

**ARTICLE 11
MANAGEMENT RIGHTS**

11.1 The Primary Employer and Employers retain and shall exercise full and exclusive authority and responsibility for the management of their respective operations and work forces, except as expressly limited by the terms of this Agreement or the applicable Master Agreement. This authority includes, but is not limited to, the rights retained by Employers under the Master Agreement and the rights to:

11.1.1 Plan, direct and control the operation of all the work.

11.1.2 Decide the number and type of employees required for the work.

11.1.3 Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required, and to select and hire directly all supervisory personnel above the classification of general foreman it considers necessary and desirable, without such persons being referred by the Union.

11.14 Discharge, suspend or discipline employees in accordance with the applicable Master Agreement.

11.15 Require all employees to observe the Primary Employer's, Employer's and Owner's reasonable Project Rules, Security, Environmental and Safety Regulations, consistent with the provisions of this Agreement. These Project Work Rules and Regulations shall be supplied to the Union, to all employees and posted on the job site.

11.16 Determine the work methods and procedures.

11.1.7 Determine the competency of all employees.

11.1.8 Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by any Union to perform work, including overtime work, assigned. Such cases shall be subject to the grievance procedure.

11.1.9 Utilize any safe work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designer.

11.1.10 Purchase materials or equipment from any source it deems appropriate.

11.2 The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Employers, therefore, retain all legal rights not specifically given up in this Agreement.

ARTICLE 12 SUCCESSORSHIP AND SURVIVABILITY

12.1 The subcontracting obligations described in Article 3 are independent obligations of Primary Employer which shall survive any full or partial termination of Primary Employer's involvement in the Project for any reason, including, without limitation: (i) any full or partial termination or transfer of Primary Employer's right to control and coordinate construction work on the Project; (ii) any full or partial termination or transfer of a contract, if any, between Primary Employer and any Owner for any Covered Work; (iii) the transfer of all or any portion of the Project or any interest in the Project by any Project Owner; or (iv) any other event that results in the replacement of Primary Employer with another contractor.

12.2 The parties agree that: (i) if Primary Employer's involvement

in the Project is terminated as described in Section 12.1, and (ii) Covered Work is performed by a contractor or subcontractor that is not in compliance with the provisions of Article 3, then Primary Employer shall pay liquidated damages, as described in Section 12.3, to compensate for the actual damages caused by reason thereof. The parties agree that such damages would be unreasonably difficult, costly, inconvenient or impracticable to calculate and, accordingly, they agree to liquidated damages which bear a reasonable relationship to the actual harm suffered by the Union and their members, as provided in Section 12.3 ("Liquidated Damages").

12.3 In that Liquidated Damages are owed as described in Section 12.2, Primary Employer shall pay an amount equal to the journeyman total compensation package of the applicable Union for each hour that work was performed on the Project within the scope of this Agreement by employees of contractors or subcontractors who are not signed to this Agreement. The Liquidated Damages shall be paid as follows: Half to the qualified pension plan and half to the qualified health and welfare plan of the Union having jurisdiction over the work performed by the contractor not signatory to this Agreement. The parties agree that the Unions shall enforce, collect and receive Liquidated Damages pursuant to Article 12 on behalf of its qualified pension plan and its qualified health and welfare plan. The qualified pension plans and the qualified health and welfare plans shall have no right to enforce independently the provisions of this Agreement, including, but not limited to, the Liquidated Damages provisions contained in Article 12.

12.4 Primary Employer shall be released from all obligations under this Agreement with respect to all or any portion of the Project, including liability for the payment of Liquidated Damages, and shall have no liability for any breach of this Agreement by a successor upon Primary Employer's receipt of a fully executed release by the Union. Such release shall not be withheld if, under all the circumstances, the Union, in the exercise of its reasonable judgment, determines that the successor has the financial means to complete the Project and to comply with the successor Primary Employer's obligations and undertakings under this Agreement, including any obligation to pay Liquidated Damages.

12.5 This Article shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure of Article 8.

**ARTICLE 13
HELMETS TO HARDHATS**

13.1 The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

13.2 The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Union will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

**ARTICLE 14
GENERAL PROVISIONS**

14.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the parties shall suspend the operation of such article or provision during the period of its invalidity, and the Primary Employer and the Unions shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the Primary Employer and the Unions shall be binding on all parties signatory to this Agreement. At all times relevant the provisions of Article 6 will apply.

14.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or

circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

14.3 The provisions of this Agreement shall take precedence over conflicting provisions of the applicable Master Agreement or any other local, area, regional, or national collective bargaining agreement.

14.4 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement shall apply.

14.5 This Agreement may be amended or otherwise modified by mutual agreement in writing between Primary Employer and the Unions. Employers executing Attachment A, the Agreement to be Bound, acknowledge and accept all such amendments and modifications executed prior to their respective execution of the Agreement to be Bound.

14.6 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

14.7 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

ARTICLE 15 TERM OF AGREEMENT

15.1 The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect until completion of all Covered Work at the Project pursuant to Article 2.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of March 13, 2015.

McCarthy Building Companies, Inc.

By: [Signature]
Its: Vice President Operations

Laborers Local Union 270

By: [Signature]
Its: Business Manager

Carpenters Local Union 605

By: _____
Its: Business Manager

Pile Drivers Local Union 34

By: _____
Its: Business Manager

Millwrights Local Union 102

By: _____
Its: Business Manager

Operating Engineers Local Union 3

By: _____
Its: Business Manager

International Brotherhood of Electrical
Workers Local Union 234

By: _____
Its: Business Manager

Iron Workers Local Union 155

By: _____
Its: Business Manager

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of March 13, 2015.

McCarthy Building Companies, Inc.

Laborers Local Union 270

By: [Signature]
Its: Vice President Operations

By: _____
Its: Business Manager

Carpenters Local Union 605

By: [Signature]
Its: Business Manager

Pile Drivers Local Union 34

By: [Signature]
Its: Business Manager

Millwrights Local Union 102

By: [Signature]
Its: Business Manager

Operating Engineers Local Union 3

By: _____
Its: Business Manager

International Brotherhood of Electrical
Workers Local Union 234

By: _____
Its: Business Manager


Iron Workers Local Union 155

By: _____
Its: Business Manager

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of March 13, 2015.

McCarthy Building Companies, Inc.

Laborers Local Union 270

By: 
Its: Vice President Operations

By: _____
Its: Business Manager

Carpenters Local Union 605

By: _____
Its: Business Manager

Pile Drivers Local Union 34

By: _____
Its: Business Manager

Millwrights Local Union 102

By: 
Its: Business Manager

Operating Engineers Local Union 3

By: _____
Its: Business Manager

International Brotherhood of Electrical
Workers Local Union 234

By: _____
Its: Business Manager

Iron Workers Local Union 155

By: _____
Its: Business Manager

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of March 13, 2015.

McCarthy Building Companies, Inc.

Laborers Local Union 270

By: [Signature]
Its: Vice President Operations

By: _____
Its: Business Manager

Carpenters Local Union 605

By: _____
Its: Business Manager

Pile Drivers Local Union 34

By: _____
Its: Business Manager

Millwrights Local Union 102

By: _____
Its: Business Manager

Operating Engineers Local Union 3

By: _____
Its: Business Manager

International Brotherhood of Electrical
Workers Local Union 234

By: [Signature] 3.24.2015
Its: ~~Business~~ Manager

Iron Workers Local Union 155

By: _____
Its: Business Manager

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of March 13, 2015.

McCarthy Building Companies, Inc.

Laborers Local Union 270

By: [Signature]
Its: Vice President Operations

By: _____
Its: Business Manager

Carpenters Local Union 605

By: _____
Its: Business Manager

Pile Drivers Local Union 34

By: _____
Its: Business Manager

Millwrights Local Union 102

By: _____
Its: Business Manager

Operating Engineers Local Union 3

By: _____
Its: Business Manager

International Brotherhood of Electrical
Workers Local Union 234

By: _____
Its: Business Manager

Iron Workers Local Union 155

By: [Signature]
Its: Business Manager

**ATTACHMENT A
AGREEMENT TO BE BOUND**

**PROJECT LABOR AGREEMENT
CALIFORNIA FLATS SOLAR PROJECT**

The undersigned hereby certifies and agrees that:

- 1.) It is an Employer as that term is defined in Section 1.4 of the California Flats Solar Project Labor Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Article 2 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED:

Name of Employer

(Authorized Officer & Title)

(Address)

**ATTACHMENT B
WORK ASSIGNMENTS**

ITEM	WORK ACTIVITY	ASSIGNMENT
1.	Surveying	OE
2.	Soil testing, compaction testing	OE
3.	Grading, cranes, trenching machines, forklift work serving multiple crafts	OE
4.	Curbs and gutters	Carp/IW/Laborers
5.	Vegetation management and weed control	Laborers
6.	Chain link perimeter fencing	Laborers/OE
7.	Dust control	Laborers
8.	Landscaping and erosion control	Laborers
9.	Rigging for off-loading of large equipment or materials of multiple crafts	IW
10.	Excavation and backfilling of trenches by hand	Laborers
11.	Drinking water distribution	Laborers
12.	General site cleanup	Laborers
13.	Concrete foundations	Carp/IW/Laborers
14.	Post insertion <ul style="list-style-type: none"> • Seated equipment • Walk-behind equipment (no seat and <50 HP) 	OE/Piledrivers Laborers
15.	Uncrating of metallic components of the racking system	Laborers
16.	Supporting steel, brackets, I-Beams, and other metallic components of the racking system between the post and module attachment	IW
17.	Cleanup of crating materials for the racking system	Laborers
18.	Handling and installation of PV Modules: The staging area placement, inspection, uncrating of panels will be the work of the Laborers, including cleanup of crate materials. The installation of PV panels/modules is the work of the IBEW	Laborers IBEW

ITEM	WORK ACTIVITY	ASSIGNMENT
19.	Electrical and communications wiring, cables and conduit below and above ground, AC and DC connections, wire trays, combiner boxes, tracking control boxes and other electrical equipment	IBEW
20.	Mounting and alignment of drive motors; pivot shaft	Millwright
21.	Handling and installation of inverter enclosures	IBEW/IW
22.	Industry standard electrical startup and commissioning	IBEW
23.	Buildings	BTs Plan Jurisdiction
24.	Water storage tanks and piping	Boilermaker/UA

Any other work assignments will be based on this table and traditional building trades' jurisdiction.

Journeyman and Apprenticeship Ratios

Handling and installation of PV modules will be primarily performed by employees in the IBEW CW classification. There shall be at least one journeyman and one apprentice for each four CWs.

There shall be at least one journeyman for each apprentice for IBEW Covered Work other than PV module handling and installation.

Employers may utilize Ironworker apprentices for all Ironworker Covered Work, provided that there shall be at least one journeyman for each one apprentice.

ATTACHMENT C Construction Wireman



**Construction Electrician/Construction Wireman
Wage and Fringe Benefits**



California Bay Area Region
For Locals 6, 180, 234, 302, 332, 551, 595W, and 617
Effective January 1, 2015 to May 31, 2015

CE/CW Classifications	WAGE	HEALTH & WELFARE (refer to Appendix D)	NEBF (3% of wages)	NLMCC	TRAINING (JATC)	AMF (0.5% of wages)	TOTAL PACKAGE
Construction Electrician Level 2, (Lead/Foreman (110%)	\$31.60	\$5.01	\$0.95	\$0.01	\$0.85	\$0.16	\$38.58
Construction Electrician Level 2 (10,001 and above)	\$28.73	\$5.01	\$0.86	\$0.01	\$0.85	\$0.14	\$35.60
Construction Electrician Level 1 (8,001 - 10,000 hrs) (80%)	\$22.98	\$5.01	\$0.69	\$0.01	\$0.85	\$0.11	\$29.65
Construction Wireman Step 6 (7,001 - 8,000 hrs) (75%)	\$21.55	\$5.01	\$0.65	\$0.01	\$0.85	\$0.11	\$28.18
Construction Wireman Step 5 (6,001 - 7,000 hrs) (70%)	\$20.11	\$5.01	\$0.60	\$0.01	\$0.85	\$0.10	\$26.68
Construction Wireman Step 4 (5,001 - 6,000 hrs) (65%)	\$18.67	\$5.01	\$0.56	\$0.01	\$0.85	\$0.09	\$25.19
Construction Wireman Step 3 (4,001 - 5,000 hrs) (60%)	\$17.24	\$5.01	\$0.52	\$0.01	\$0.85	\$0.09	\$23.72
Construction Wireman Step 2 (3,001 - 4,000 hrs) (55%)	\$15.80	\$5.01	\$0.47	\$0.01	\$0.85	\$0.08	\$22.22
Construction Wireman Step 1 (2,000 - 3,000 hrs) (50%)	\$14.37	\$5.01	\$0.43	\$0.01	\$0.85	\$0.07	\$20.74

1. All trust contributions shall be paid on hours worked.
2. Apprenticeship contributions shall be paid to the Local Union where the work is being performed.
3. Working assessments will be 3% of the hourly wage and shall be paid to the Local Union where the work is being performed.
4. June 1, 2015 - cost of living increase using the Bay Area index

1 Daniel B. Chammas (SBN 204825)
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6 Attorneys for Defendant,
7 CSI Electrical Contractors, Inc.

8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10
11 George Huerta, an individual on behalf of
12 himself and all others similarly situated and
as a representative plaintiff,

13 Plaintiff,

14 v.

15 First Solar, Inc., a Delaware corporation;
16 California Flats Solar, LLC, a Delaware
Limited Liability Company; CA Flats Solar
17 130, LLC, a Delaware Limited Liability
Company; CA Flats Solar 150, LLC, a
18 Delaware Limited Liability Company; Cal
Flats Solar CEI, LLC, a Delaware Limited
19 Liability Company; Cal Flats Solar Holdco,
LLC, a Delaware Limited Liability
20 Company; CSI Electrical Contractors, Inc.;
Milco National Constructors, Inc.;
21 California Compaction Corporation; and
Does 1 through 10,

22 Defendants.

Case No.: 5:18-cv-06761-BLF
Assigned to Hon. Beth Labson Freeman

**DECLARATION OF DANIEL B.
CHAMMAS IN SUPPORT OF
DEFENDANT CSI ELECTRICAL
CONTRACTORS, INC.'S MOTION FOR
PARTIAL SUMMARY JUDGEMENT**

Date: April 8, 2021
Time: 9:00 a.m.
Ctrm: 3

State Complaint Filed: July 30, 2018
State First Amended
Complaint Filed: October 1, 2018
Removal Filed: November 7, 2018

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DECLARATION OF DANIEL B. CHAMMAS

I, Daniel B. Chammas, declare as follows:

1. I am an attorney at law licensed to practice in the State of California and before this Court, and am a Partner with the law firm of Ford & Harrison, LLP, attorneys of record for defendant CSI Electrical Contractors, Inc. (“CSI”). I am providing this declaration in support of CSI’s Motion for Partial Summary Judgment. I have personal knowledge of each of the matters set forth below and, if called as a witness could and would testify competently to each of them under oath.

2. Attached as **Exhibit A** hereto is a true and correct copy of the relevant portions of the deposition transcript of Plaintiff George Huerta whom I deposed in this matter on August 27, 2020.

3. Attached as **Exhibit B** hereto is a true and correct copy of the relevant portions of the deposition transcript of Richard James Backus, a construction manager at First Solar, Inc., whom Plaintiff’s counsel deposed in this matter on October 24, 2019.

I declare under penalty of perjury under the laws of the state of California and the United States of America that the foregoing is true and correct. Executed this 4th day of March, 2021, at Los Angeles, California.

/s/ Daniel B. Chammas
DANIEL B. CHAMMAS

EXHIBIT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

George Huerta, an individual
on behalf of himself and all
others similarly situated and
as a representative plaintiff,

Plaintiff,

vs.

CASE NO. 5:18-cv-06761-BLF

First Solar, Inc., a Delaware
corporation; California Flats
Solar, LLC, a Delaware Limited
Liability Company; CA Flats
Solar 130, LLC, a Delaware
Limited Liability Company CA
Flats Solar 150, LLC, a
Delaware Limited Liability
Company; Cal Flats Solar CEI,
LLC, a Delaware Limited
Liability Company; Cal Flats
Solar Holdco, LLC, a Delaware
Limited Liability Company;
CSI Electrical Contractors,
Inc.; Milco National
Constructors, Inc.; California
Compaction Corporation and Does
1 through 10,

Defendants.

VIDEOTAPED DEPOSITION OF GEORGE HUERTA

APPEARING REMOTELY FROM FRESNO COUNTY, CALIFORNIA

August 27, 2020

10:10 a.m.

REPORTED STENOGRAPHICALLY BY:

Deborah L. Heskett, CSR No. 11797

APPEARING REMOTELY FROM LOS ANGELES COUNTY

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REMOTE APPEARANCES:

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213.237.2400
dchammas@fordharrison.com

Also Present:

STAN BEVERLY, VIDEOGRAPHER

DULCE GONZALEZ

ARTHUR DRAPER

1 A That's correct.

2 Q Okay. Any other cases where you've sued
3 anybody in?

4 A No.

5 Q Have you ever been sued?

6 A No.

7 Q Have you ever been convicted of a felony?

8 A No.

9 Q Have you filed for bankruptcy?

10 A No.

11 Q Are you a member of a union currently?

12 A I am a member of the Operating Engineers
13 Local 3.

14 Q Operate Engineers?

15 A That's correct.

16 Q And even though you're retired, are you
17 still a member of the union?

18 A Yes, I am.

19 Q Are you paying dues?

20 A Yes, I am.

21 Q And what reason do you have for being a
22 member of the union if you're not working anymore?

23 A If I'm not a union member, I would not
24 collect their benefits.

25 Q Pension related?

1 were bent in some -- in some way or another or they
2 need to be realigned.

3 BY MR. CHAMMAS:

4 Q Okay. And how about the backhoe, how
5 did -- what did they do with the backhoe?

6 MR. BLANCHARD: Same objections.

7 THE WITNESS: They filled in potholes, made
8 trenches, filled in holes in the roadway, whatever
9 needed to be repaired in the road.

10 BY MR. CHAMMAS:

11 Q Okay. So tell me -- tell me, do you
12 remember your -- the first day you worked on the
13 project? Do you remember when that was?

14 A I don't remember the approximate date.

15 Q So I think you -- sounds like you don't
16 remember the exact date, but are you able to
17 estimate in any way, including what year it was?

18 A The year was 2018, I believe February.

19 Q February 2018 you believe is the first day
20 you worked on the project?

21 A That's correct.

22 MR. BLANCHARD: Ambiguous.

23 BY MR. CHAMMAS:

24 Q How did you come to work on the project?
25 What happened?

1 A I -- I was on a waiting list with the
2 union, and they called me and asked if I want to do
3 work on this project.

4 Q So a waiting list, is that like a list
5 saying you're looking for work and you want them to
6 let you know when -- when available work comes --
7 comes up? Is that the kind of list you were
8 describing?

9 A That's correct.

10 Q Okay. So do you remember when you got the
11 call? Was in February 2018 or was it before?

12 A I don't -- I don't recall at this time.

13 Q Okay. Do you remember -- so when you got
14 the call, they asked you -- did -- what did they
15 say? Was it describing the project in any way?
16 What did they say to -- to ask you if you wanted to
17 accept the job?

18 A They called and they said it was another
19 solar project. It was in the same area of the first
20 phase. I knew the first phase, and I accepted the
21 order.

22 Q Okay. So sounds like you're describing the
23 start of your work on Phase II; is that correct?

24 A That's correct.

25 Q Can you describe the start of your work on

1 Q So on the phone did they mention anything
2 about what the work would be or who it would be for,
3 or just there's work and do you want to do it? Is
4 that kind of what they said?

5 A I asked who the company was and what the
6 project was.

7 Q And what did they say, the union person who
8 called you?

9 A They told me it was for California
10 Compaction and it was in Phase II.

11 Q Okay. How did you respond on the phone?
12 Did you say yes? Did you say I'll think about it?
13 What did you say?

14 A I told them yes.

15 Q And then what did they say once you said
16 yes? We'll send you over the order, or what did
17 they say?

18 A They told me to pick up my order in Fresno.

19 Q So you had traveled somewhere to pick up an
20 order; is that correct?

21 A Yes, from Laton to Fresno.

22 Q And in Fresno did you go to the union shop
23 or hall, or where did you go to pick up the order?

24 A At the union hall.

25 Q And what did the order say? Did it say,

1 it and we went from there.

2 Q Okay. And this was California Compaction
3 giving you instruction?

4 A I believe so.

5 Q Okay. So you did your work on the post
6 pounder throughout the day; is that correct?

7 A That's correct.

8 Q And then eventually did you guys stop for a
9 meal break?

10 A Yes.

11 Q And then how do you know it was time for
12 the meal break?

13 A They told us what time the meal was or what
14 time the break was.

15 Q Did they tell you before you started
16 working or --

17 A Before we started working.

18 Q Do you know what time it was, the break,
19 the meal break?

20 A I believe it was twelve o'clock, 12:00 to
21 12:30.

22 Q So when twelve o'clock hit, did you, like,
23 look at your watch and go, okay, it's break time, or
24 did someone announce it's time for lunch?

25 A Looked at our watch.

1 Q And at 12:30, you stopped, or did you stop
2 well before 12:30 to kind of get to where you could
3 take a break by 12:30 or 12:00?

4 MR. BLANCHARD: Again, we are still talking
5 about the first day; right?

6 MR. CHAMMAS: Yes. Yes.

7 THE WITNESS: Yes. At twelve o'clock, we
8 stopped.

9 BY MR. CHAMMAS:

10 Q Okay. So at twelve o'clock, you stopped,
11 and what did you do? Did you get your lunch and go
12 somewhere?

13 A I believe we -- the shade area, they put up
14 shade structures. We went to them with -- in our
15 buggies.

16 Q So where you were working when -- when --
17 you know, in your post pounder, how far was that
18 from where you -- the shade structure that you ate
19 at?

20 A Anywhere from two to five minutes?

21 Q On the buggy ride?

22 A Yes.

23 Q Okay. So once -- so did you -- was it at
24 twelve o'clock that you got in the buggy and drove
25 to the shade structure, or did you get to the shade

1 structure at twelve o'clock?

2 MR. BLANCHARD: Asked and -- asked and
3 answered.

4 THE WITNESS: It could have been a little
5 after, a little after 12:00, two minutes after, five
6 minutes after.

7 BY MR. CHAMMAS:

8 Q That what, that you got to the shade
9 structure?

10 A To the shade structure, yes.

11 Q Off the buggy; correct?

12 A Yes.

13 Q So on your first day, how did you know you
14 were -- what was going to happen in terms of where
15 you would eat your lunch or -- or where -- where you
16 could drive the buggy, that there would even be a
17 shade structure involved? How did you know all that
18 on your first day?

19 A Our supervisor told us that there would be
20 shade structures provided for us and eat our lunch
21 there.

22 Q And what was the last part you said? After
23 he said there would be shade structures provided for
24 you, what did you say?

25 A What did I say?

1 Q Yeah. After that, you said there would be
2 shade structures.

3 Did the court reporter get what he said
4 after that? Can you repeat that? Read back that
5 answer.

6 (Record read)

7 (Reporter clarification)

8 BY MR. CHAMMAS:

9 Q Okay. So let's just go back then to -- my
10 question was: How do you know, like, where to eat
11 or that there would be shade structures, and you can
12 just give your answer again. Go ahead.

13 A The supervisors told us that there would be
14 shade structures provided for us.

15 Q And based on that, when your meal break
16 time came, you got on the buggy, in the buggy, and
17 drove to the shade structure; is that correct?

18 A Yes. If it was possible, yes.

19 Q Okay. On your first day, it was possible?

20 A Yes.

21 Q Okay. Do you know if -- and then is
22 that -- and then -- and then you got there about
23 12:03, 12:05 on your first day; is that correct?

24 A That's correct.

25 Q And -- and then -- and then you -- and then

1 when did you stop your meal break? When did you get
2 up from the shade structure, do you remember, on
3 your first day?

4 A 12:28, 12:27. Enough time to get back to
5 our equipment that we were running.

6 Q What time did you try to get back to the
7 equipment you were running on your first day?

8 A 12:30, 12:31, something like that.

9 Q Okay. On your first day, did you stop --
10 you got up from your shade structure a few minutes
11 before 12:30; is that correct?

12 A That's correct.

13 Q And then you drove to -- in the buggy, you
14 drove back to your equipment, and you got there a
15 few minutes after 12:30; correct?

16 A That's correct.

17 Q 12:30 -- maybe 12:31 or about; right?

18 A That's correct.

19 Q And then -- and then you continued working
20 for the day?

21 A That's correct.

22 Q How did you know when to stop?

23 A They told us in orientation that we were to
24 clean up, stop our equipment, gather up our
25 equipment about ten minutes till -- or ten minutes

1 in the buggy while working for California Compaction
2 at the end of the day?

3 A I'm sorry, I didn't understand the
4 question.

5 Q When would you typically leave the trailers
6 in the buggy while you worked at California -- for
7 California Compaction at the end of the day given a
8 four o'clock end time?

9 A 4:05, maybe 4:07.

10 Q Okay. And then you would get to the
11 parking lot at what time?

12 A 4:09, maybe 4:10.

13 Q And then you would get in your vehicle and
14 leave; is that correct?

15 A That's correct.

16 Q And then you would do the same drive you
17 did in the morning; correct?

18 A Yes, same procedures.

19 Q Follow the same rules, correct, along the
20 road?

21 A That's correct.

22 Q And then when you got to the security gate,
23 would you -- did you on the first day flash your
24 badge?

25 A They had to scan the badge.

1 Q Okay. So you -- you held it up and they
2 scanned it; correct?

3 A That's correct.

4 Q They didn't take it from you; they just
5 scanned it while you're holding it?

6 A That's correct.

7 Q And then you drove out; correct? You were
8 done; right?

9 A Yes.

10 Q Okay. So -- and then the next day, you
11 reported again to California Compaction; correct?

12 A I reported at the guard shack -- to the
13 guard shack.

14 Q Okay. So forget the word "reported."

15 So you worked for California Compaction the
16 next day; correct?

17 A That's correct.

18 Q And -- and you went to the guard shack;
19 correct?

20 A That's correct.

21 Q All right. So now I want to try to
22 summarize your experience at California Compaction
23 until you moved to Milco. And if you can just tell
24 me most days, if you're able to, your best
25 recollection for most days, what time would you

1 Q And then you would spend a few minutes
2 cleaning up; correct?

3 A That's correct.

4 Q And then I'm talking now just your best
5 recollection of your entire time at California
6 Compaction, and then -- and then you would drive the
7 buggy back to the parking lot or to the trailer I
8 think you said; correct?

9 A That's correct.

10 Q And when -- most days at California
11 Compaction, what would you do once you got to the
12 trailer at the end of the day? Same thing you did
13 on your first day, put things away?

14 A That's correct.

15 Q And then you would get back to your car --
16 you'd drive your buggy back to your car; right?

17 A That's correct.

18 Q And when would you typically get to your
19 car at the end of the day, most days, while working
20 for California Compaction?

21 A 4:10, 4:15.

22 Q Okay. And then you would drive back, back
23 to the security gate and scan out your badge; right?

24 A That's correct.

25 Q Same drive we talked about already;

1 A Okay. I'm -- I'm not really good at math,
2 but --

3 Q Okay. But -- so let's just -- I'm
4 wondering, the break was 30 minutes -- the lunch
5 break was 30 minutes; correct?

6 A That's correct.

7 Q So are you saying that you should have been
8 paid eight and a half hours a day just based off
9 start time and end time?

10 A Yes.

11 Q And do you know if you were? because that's
12 a half hour of overtime every day.

13 A No, I was not paid.

14 Q But you believe that you should have been
15 paid for that half hour of overtime; correct?

16 A That is correct.

17 Q All right. So then eventually you -- you
18 went to -- how did you start -- how did you hear
19 about Milco?

20 A I knew that they were there, and it just so
21 happened that one day my supervisor told me that --
22 he would call me, let me know about the workday, the
23 next workday. I waited for a phone call. I did not
24 receive a phone call. I called him. He never
25 responded, so I called my dispatcher, my union

1 dispatcher, let that person know that, Hey, I wanted
2 to move on, and that's when I was told about Milco.

3 Q So you said you wanted to move on?

4 A I wanted to move on, yes.

5 Q Why?

6 A If he wasn't going to respond -- if my
7 supervisor wasn't going to respond to my text or my
8 phone call, I thought, Okay, it's terminated; my job
9 is terminated.

10 Q What was the supervisor's name?

11 A Derek.

12 Q That's the foreman we were talking about?

13 A That's correct.

14 Q And so -- and so did you want to move on to
15 Milco? I'm still not -- was there an opportunity
16 that you were made aware of at Milco?

17 A No. I just -- I just inquired about it.

18 Q Because were some people from your union
19 assigned to work at Milco -- work for Milco?

20 A That's correct.

21 Q And you knew about that while you were
22 working for California Compaction; correct?

23 A That's correct.

24 Q And so did you think, well, maybe you could
25 also join Milco and work for them; is that right?

1 A That is correct.

2 Q And so is the reason you asked to work for
3 Milco because your supervisor at California
4 Compaction didn't call you back?

5 A Yes, that's correct.

6 Q All right. And then did your union say,
7 sure, we can accommodate that?

8 A Yes.

9 Q And so what did they -- did they -- is this
10 on the phone, or did you have to go there in person?

11 A To?

12 Q This is your union. Did you do this on the
13 phone with your union, make the request, e-mail, or
14 did you call, or did you show up in person when you
15 were trying to get this opportunity at Milco?

16 A For that -- for that work area, that --
17 that job, the dispatch came out of Santa Clara.
18 They told me that they would send the dispatch to
19 Fresno and that I could pick up the dispatch there
20 in Fresno.

21 Q And the dispatch is the order for you to go
22 to Milco?

23 A That is correct.

24 Q Okay. And so did they tell you the kind of
25 work you'd be doing for Milco?

1 Milco to California Compaction and CSI.

2 Q Okay. Well, we will get to CSI in a
3 minute, but -- so after you did your orientation on
4 the first day at Milco, what did you do?

5 A I was told that I would be working for CSI.

6 Q On the first day you were told that?

7 A That's correct.

8 Q So what did they say about that? Just
9 like, FYI, or did they say you had to do something,
10 or what did that mean to you?

11 A It meant to me that I was subcontracted out
12 to CSI.

13 Q And, again, that was on your first day;
14 correct?

15 A That's correct.

16 Q And who told you that in particular? Do
17 you know?

18 A The person that was giving me the
19 orientation.

20 Q Do you know that person's name?

21 A I don't recall.

22 Q But it was a Milco person; right?

23 A That's correct.

24 Q So -- so then what happened after they told
25 you that, that you're working for CSI, what happened

George Huerta
August 27, 2020

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DECLARATION UNDER PENALTY OF PERJURY

I, GEORGE HUERTA, do hereby certify under penalty of perjury that I have read the foregoing transcript of my deposition taken on August 27, 2020; that I have made such corrections as appear noted on the Deposition Errata Page, attached hereto, signed by me; that my testimony as contained herein, as corrected, is true and correct.

Dated this 29 day of September, 2020,
at Laton, California.



GEORGE HUERTA

George Huerta
August 27, 2020

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DEPOSITION ERRATA SHEET

Page No. 35 Line No. 9

Change: Add: We were instructed to arrive earlier than the start time and to plan accordingly so
the drive in would not interfere with the start time.
Reason for change: _____

Page No. 36 Line No. 20

Change: Add: We were instructed to arrive earlier than the start time and to plan accordingly so
the drive in would not interfere with the start time, so I had to give myself enough time to arrive on time.
Reason for change: _____

Page No. 39 Line No. 2

Change: Add: I was told to wait in line until the security guards let cars in and to get a visitors
badge to enter.
Reason for change: _____

Page No. 39 Line No. 22

Change: Add: I was told to wait in line until the security guards let cars in and to get a visitors badge
to enter, I could not enter until the security guards opened the gate and scanned my visitors badge.
Reason for change: _____

Page No. 40 Line No. 17

Change: Add: I was also told to wait in line until the security guards opened the gate, after the road
was cleared they would scan my visitors badge and then I could enter.
Reason for change: _____

Page No. 40 Line No. 22

Change: Replace: "2:20" with "5:20"
Reason for change: _____

Page No. 41 Line No. 8

Change: Add: I was also told to wait in line until the security guards opened the gate
and they scanned my visitors badge.
Reason for change: _____


George Huerta

September 29, 2020
Dated

Letter to Deposition Office/ Errata Sheet

Case: George Huerta vs. First Solar, Inc., et al.,

Deposition of George Huerta

Date of Deposition: August 27, 2020

The following are the additional corrections, which I have made to my transcript:

Page #	Line #	Correction	Reason
48	19	Add: I also followed the signs and rules posted on the road.	
50	2	Add: The drive from the Phase 1 security gate to the parking lot can take longer if there were a lot of other employees on the road.	
50	5	Add: But there were other rules and signs posted.	
50	17	Add: Usually it took longer from the first security gate to the parking lot because of the rules of the road and the conditions of the road.	
51	10	Add: Sometimes more if there were a lot of people on the road at the same time, or if environmentalists changed the kit fox zones or if there was cattle on the road.	
52	13	Add: Sometimes more if there were a lot of people on the road at the same time, or if environmentalists changed the kit fox zones or if there was cattle on the road.	
53	25	Add: 15 minutes if there was no one on the road, and if it was cleared of animals and kit fox zones.	
56	19	Add: We were instructed to follow all the rules of the road verbally shared with us and the signs posted on the road, we had to watch the speed limit and see if new signs were posted.	
62	11	Add: Not often and not for California Compaction	
64	25	Add: Usually a supervisor or foreman would instruct us when to break for lunch.	
67	14	Add: Our supervisors told us we could only have lunch at the assigned work or break areas.	
71	12	Add: Even if possible, we were not allowed to leave back to the parking lot until our shift had ended.	
71	23	Add: We were not allowed to leave to the parking lot until our shift had ended.	
75	9	Add: We drove to the security gate and followed the rules of the road, at the gate the security guards	

		would scan our badges and then follow the road out of the site.	
77	7	Add: We were instructed to arrive earlier than the start time and to plan accordingly so the drive in would not interfere with the start time, so I had to give myself enough time to arrive on time.	
77	17	Add: We were instructed to arrive earlier than the start time and to plan accordingly so the drive in would not interfere with the start time. Supervisors said to come in early or with enough time not to be late.	
78	15	Add: We were instructed to arrive earlier than the start time and to plan accordingly so the drive in would not interfere with the start time. Supervisors said to come in early or with enough time not to be late.	
79	20	Add: We were instructed to arrive earlier than the start time and to plan accordingly so the drive in would not interfere with the start time. Supervisors said to come in early or with enough time not to be late.	
80	22	Add: However, the guards would wait for the sunrise and they kept gate closed until the road had been cleared by biologist, this could change the time they allowed cars to come in.	
82	7	Add: We were instructed to arrive earlier than the start time and to plan accordingly so the drive in would not interfere with the start time. Supervisors said to come in early or with enough time not to be late.	
83	22	Add: We were instructed to arrive earlier than the start time and to plan accordingly so the drive in would not interfere with the start time. Supervisors said to come in early or with enough time not to be late.	
87	25	Add: We were instructed to arrive earlier than the start time and to plan accordingly so the drive in would not interfere with the start time. Supervisors said to come in early or with enough time not to be late.	
88	18	Add: We were instructed to arrive earlier than the start time and to plan accordingly so the drive in would not interfere with the start time. Supervisors said to come in early or with enough time not to be late.	
88	25	Add: These are all things we considered when	

		calculating our arrival time.	
98	7	Add: A supervisor or foreman would tell us it was time for lunch.	
99	12	Add: If we were given permission by our supervisor, we would board the buggy and go to the shade structure.	
100	6	Add: We only had a 30-minute lunch break, so we made sure we were back at our equipment on time.	
101	5	Add: We were also told at company meetings and by supervisors.	
101	23	Add: We were also verbally told by supervisors.	
103	8	Add: I was told verbally in meetings and by the supervisors.	
106	20	Add: If we were given permission to use the buggy then we would be allowed to use it to go to the shade structure.	
109	1	Add: We could only have lunch in our work area or assigned shade structure if it wasn't too far, we would get permission to use the buggy and ride together to have lunch.	
110	16	Add: If we had permission to use the buggy then we can drive it to a shade structure.	
110	25	Add: If you asked for permission. The same buggy was used to multiple employees so the foreman would have to approve.	
113	8	Add: I would have to ask the foreman or a supervisor to use the buggy or inform a co-worker so that my use of the buggy did not interfere with the rest of the crew returning to work.	
113	19	Add: If you asked a foreman or supervisor for permission.	
115	21	Add: After our scheduled stop times.	
121	17	Replace: "Santa Clara" with "Morgan Hill"	
126	25	Add: We were told that the same rules applied to all the companies on the project.	
135	4	Add: I was told that the same rules applied for all the companies on the project.	
146	3	Add: I was told that the same rules applied for all companies.	
147	9	Add: They also told us this in meetings and by supervisors.	
148	23	Add: We were told we could not use the buggies without permission.	
149	1	Add: Most likely after getting permission to do so.	
149	22	Add: We were told we could not use the buggy without permission.	

150	11	Add: If you had permission to do so.	
152	12	Add: We were told at meetings and by supervisors to have our lunch at our assigned lunch or work areas.	
153	13	Add: and were I had permission to be at, so I would not get in trouble.	
154	23	Add: We were told that the company's rule was for employees to eat at their assigned work or lunch area, either a shaded structure or next to your equipment.	
161	21	Add: We were only given a 30-minute lunch break, so we tried to arrive back to our tools before the end of our meal break.	
167	9	Add: I would drive down to the security gate, follow the rules of the road and badge out. I would follow these rules until I was on the main highway.	
169	1	Add: We were instructed to arrive earlier than the start time and to plan accordingly so the drive in would not interfere with the start time. Supervisors said to come in early or with enough time not to be late.	
171	3	Add: They just said with enough time in advance to be there, after signing in, promptly at 7:00 am and that we knew how much time it could take to enter the site.	
185	6	Add: Mostly a supervisor or foreman would tell us when to go on lunch.	
185	14	Add: If we were given permission to use the buggy.	
186	25	Add: Depending on when lunch started is when we would end our lunch, we only took 30-minute meal break.	
187	11	Add: I was also told in meetings and by supervisors.	
215	15	Add: They were also working with me since I was subcontracted to CSI.	

Please sign your name and date it on the below line. As needed, use additional paper to note corrections, dating and signing each page. If you have no corrections, please write the word "None: above and sign, date, and return this page.

Executed this 29th day of September 2020.


George Huerta

1 STATE OF CALIFORNIA)
2) ss
3 COUNTY OF LOS ANGELES)
4

5 I, Deborah L. Heskett, a Certified
6 Shorthand Reporter duly licensed and qualified in
7 and for the State of California, do hereby certify
8 that there came before me remotely on the 27th day
9 of August 2020, the following named person, to-wit:
10 George Huerta, who was duly sworn to testify the
11 truth, the whole truth, and nothing but the truth of
12 knowledge touching and concerning the matters in
13 controversy in this cause; and that he was thereupon
14 examined under oath and his examination reduced to
15 typewriting under my supervision; that the
16 deposition is a true record of the testimony given
17 by the witness.

18 I further certify that pursuant to FRCP
19 Rule 30(e)(1) that the signature of the deponent:

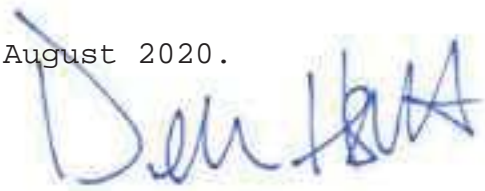
20 X was requested by the deponent or a
21 party before the completion of the deposition;

22 was not requested by the deponent
23 or a party before the completion of the deposition.
24

25 I further certify that I am neither

1 attorney or counsel for, nor related to or employed
2 by any of the parties to the action in which this
3 deposition is taken, and further that I am not a
4 relative or employee of any attorney or counsel
5 employed by the parties hereto, or financially
6 interested in the action.

7 CERTIFIED TO BY ME on this 30th day of
8 August 2020.

9 

10 _____
11 DEBORAH L. HESKETT
12 CSR No. 11797

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EXHIBIT B

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

George Huerta, an individual, on
behalf of himself and all others
similarly situated and as a
representative plaintiff,

No. 5:18-CV-06761-BLF

Plaintiff,

vs.

First Solar, Inc., a Delaware
corporation; California Flats
Solar, LLC, a Delaware Limited
Liability Company; CA Flats
Solar 130, LLC, a Delaware
Limited Liability Company; CA
Flats Solar 150, LLC, a Delaware
Limited Liability Company; Cal
Flats Solar CEI, LLC, a Delaware
Limited Liability Company; Cal
Flats Solar Holdco, LLC, a
Delaware Limited Liability
Company; CSI Electrical
Contractors, Inc.; Milco
National Constructors, Inc.;
California Compaction
Corporation; and Does 1 through
10,

Defendants.

_____ /

DEPOSITION OF RICHARD JAMES BACKUS
San Francisco, California
Thursday, October 24, 2019

REPORTED BY:

LESLIE ROCKWOOD ROSAS, RPR, CSR 3462
Job No. 3524846

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

George Huerta, an individual, on
behalf of himself and all others
similarly situated and as a
representative plaintiff,

No. 5:18-CV-06761-BLF

Plaintiff,

vs.

First Solar, Inc., a Delaware
corporation; California Flats
Solar, LLC, a Delaware Limited
Liability Company; CA Flats
Solar 130, LLC, a Delaware
Limited Liability Company; CA
Flats Solar 150, LLC, a Delaware
Limited Liability Company; Cal
Flats Solar CEI, LLC, a Delaware
Limited Liability Company; Cal
Flats Solar Holdco, LLC, a
Delaware Limited Liability
Company; CSI Electrical
Contractors, Inc.; Milco
National Constructors, Inc.;
California Compaction
Corporation; and Does 1 through
10.

_____ /

Deposition of RICHARD JAMES BACKUS, taken on behalf
of the Plaintiff, at the offices of Jackson Lewis P.C.,
50 California Street, 9th Floor, San Francisco,
California, beginning at 9:56 A.M. and ending at 11:18
A.M., on Thursday, October 24, 2019, before Leslie
Rockwood Rosas, RPR, CSR No. 3462.

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APPEARANCES:

FOR THE PLAINTIFF GEORGE HUERTA:

THE DION-KINDEM LAW FIRM

BY: PETER R. DION-KINDEM, ESQ.

2945 Townsgate Road, Suite 200

Westlake Village, California 91361

(818) 883-4900

peter@dion-kindemlaw.com

FOR THE DEFENDANTS FIRST SOLAR, INC., CALIFORNIA FLATS
SOLAR, LLC, CA FLATS SOLAR 130, LLC, CA FLATS SOLAR 150,
CAL FLATS SOLAR CEI, LLC, CAL FLATS SOLAR HOLDCO, LLC,
CSI ELECTRICAL CONTRACTORS, INC., AND MILCO NATIONAL
CONSTRUCTORS, INC. AND THE WITNESS:

JACKSON LEWIS P.C.

BY: SHANNON BETTIS NAKABAYASHI, ESQ.

50 California Street, 9th Floor

San Francisco, California 94111-4615

(415) 394-9400

shannon.nakabayashi@jacksonlewis.com

1 APPEARANCES (Continued):

2

3 FOR THE DEFENDANTS FIRST SOLAR, INC., CALIFORNIA FLATS
4 SOLAR, LLC, CA FLATS SOLAR 130, LLC, CA FLATS SOLAR 150,
5 CAL FLATS SOLAR CEI, LLC, CAL FLATS SOLAR HOLDCO, LLC,
6 CSI ELECTRICAL CONTRACTORS, INC., AND MILCO NATIONAL
7 CONSTRUCTORS, INC.:

8 PACIFIC EMPLOYMENT LAW

9 BY: NOAH LEVIN, ESQ.

10 260 California Street, Suite 500

11 San Francisco, California 94111

12 (415) 985-7300

13 noah@pacificemploymentlaw.com

14

15 FOR THE DEFENDANT CALIFORNIA COMPACTION CORPORATION:

16 GIPSON HOFFMAN & PANCIONE

17 BY: WON M. PARK, ESQ.

18 1901 Avenue of the Stars, 11th Floor

19 Los Angeles, California 90067

20 (310) 569-3487

21 wpark@ghplaw.com

22

23 Also Present:

24 Kevin Mifflin, California Compaction Corporation

25

1 A. Probably.

2 Q. Okay.

3 A. Probably.

4 Q. That was --

5 A. I think Althouse is one word -- 10:41:35

6 Q. Okay.

7 A. -- I think.

8 MR. LEVIN: Yes. I googled it.

9 Q. BY MR. DION-KINDEM: That was the biological
10 subcontractors -- 10:41:48

11 A. They did all -- yeah.

12 Q. -- of First Solar?

13 A. The biologist was subcontractor to us, yes.

14 Q. And when you say they had to clear the road or
15 clear for people to go on the road, what do you mean by 10:41:57
16 that?

17 A. So typically, at the beginning of the day before
18 the sun would come up they would come and clear the road
19 for animal activity. Mostly, I think, looking for the
20 San Joaquin Kit Fox and identify any new dens or -- if 10:42:15
21 any, or just make sure wildlife is clear on the road.
22 Make sure it's safe access for us to enter the project.

23 Q. And then they would say, "Okay. You can -- you
24 can go now"?

25 A. Yes, sir. 10:42:32

1 Q. Okay.

2 A. Or we would follow -- follow with them, you
3 know.

4 Q. What do you mean by that?

5 A. I never really participated in that, because it 10:42:35
6 was too early for me, and I didn't want to drive ten
7 miles an hour when they were doing that, but some of the
8 supervision wanted to get there early, and -- I forgot
9 where I was going with that. What was the question?

10 Q. I think it was describing the process by which 10:42:55
11 you followed them.

12 A. Yes. So they were just making sure the road was
13 clear from any animals or mostly San Joaquin Kit Foxes.

14 Q. And would the cars then, sort of, be caravaning
15 behind them? 10:43:11

16 A. Yes, sir.

17 Q. As they were clearing it?

18 A. Yes, sir.

19 Q. I see.

20 And you said something about ten miles an hour. 10:43:15
21 That's how fast they were going?

22 A. If -- between sun- -- sundown to sunrise we
23 could only do 10 miles an hour. Other than that, it
24 was 20.

25 Q. From sunrise to sundown? 10:43:30

1 STATE OF CALIFORNIA) ss:
2 COUNTY OF MARIN)
3

4 I, LESLIE ROCKWOOD ROSAS, RPR, CSR NO. 3462, do
5 hereby certify:

6 That the foregoing deposition testimony was
7 taken before me at the time and place therein set forth
8 and at which time the witness was administered the oath;

9 That testimony of the witness and all objections
10 made by counsel at the time of the examination were
11 recorded stenographically by me, and were thereafter
12 transcribed under my direction and supervision, and that
13 the foregoing pages contain a full, true and accurate
14 record of all proceedings and testimony to the best of my
15 skill and ability.

16 I further certify that I am neither counsel for
17 any party to said action, nor am I related to any party
18 to said action, nor am I in any way interested in the
19 outcome thereof.

20 IN WITNESS WHEREOF, I have subscribed my name
21 this 7th day of November, 2019.

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LESLIE ROCKWOOD ROSAS, RPR, CSR NO. 3462

PROOF OF SERVICE

I, Mary Garner, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 350 South Grand Avenue, Suite 2300, Los Angeles, California 90071.

On March 4, 2021, I served a copy of the following document(s) described below on the interested parties in this action, as follows:

DECLARATION OF DANIEL B. CHAMMAS IN SUPPORT OF DEFENDANT CSI ELECTRICAL CONTRACTORS, INC.’S MOTION FOR PARTIAL SUMMARY JUDGEMENT

BY U.S. MAIL: By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth above. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY OVERNIGHT MAIL: By placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.

BY E-MAIL OR ELECTRONIC TRANSMISSION: I electronically served the documents on the date shown below to the e-mail addresses of the person listed below. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.

ELECTRONICALLY: I caused a true and correct copy thereof to be electronically filed using the Court's Electronic Court Filing ("ECF") System and service was completed by electronic means by transmittal of a Notice of Electronic Filing on the registered participants of the ECF System.

FEDERAL: I declare that I am employed in the office of a member of the State Bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America and State of California that the above is true and correct.

Executed on March 4, 2021, at Los Angeles, California.

Mary Garner

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SERVICE LIST

<p>Lonnie Clifford Blanchard, III The Blanchard Law Group, APC 5211 East Washington Blvd., No. 2262 Commerce, CA 90040 Tel.: (213) 599-8255 Fax: (213) 402-3949 Email: lonnieblanchard@gmail.com</p>	<p>Attorneys for Plaintiff, George Huerta</p>
<p>Peter Roald Dion-Kindem The Dion-Kindem Law Firm Peter R. Dion-Kindem, P.C. 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361 Tel.: (818) 883-4900 Fax: (818) 338-2533 Email: peter@dion-kindemlaw.com</p>	<p>Attorneys for Plaintiff, George Huerta</p>
<p>James A. Bowles Hill Farrer & Burrill LLP One California Plaza 300 S. Grand Avenue, 37th Floor Los Angeles, CA 90071 Tel.: (213) 621-0812 Fax: (213) 624-4840 Email: jbowles@hillfarrer.com</p>	<p>Attorneys for Defendant, Milco National Construction, Inc.</p>
<p>Daphne Mary Anneet Burke, Williams Sorensen, LLP 444 S. Flower Street Suite 2400 Los Angeles, CA 90071 Tel.: (213) 236-0600 Fax: (213) 236-2700 Email: dnneet@bwslaw.com</p>	<p>Attorneys for Plaintiff, California Compaction Corporation</p>

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

George Huerta, an individual on behalf of himself and all others similarly situated and as a representative plaintiff,

Plaintiff,

v.

First Solar, Inc., a Delaware corporation; California Flats Solar, LLC, a Delaware Limited Liability Company; CA Flats Solar 130, LLC, a Delaware Limited Liability Company; CA Flats Solar 150, LLC, a Delaware Limited Liability Company; Cal Flats Solar CEI, LLC, a Delaware Limited Liability Company; Cal Flats Solar Holdco, LLC, a Delaware Limited Liability Company; CSI Electrical Contractors, Inc.; Milco National Constructors, Inc.; California Compaction Corporation; and Does 1 through 10,

Defendants.

Case No.: 5:18-cv-06761-BLF

[PROPOSED] ORDER GRANTING DEFENDANT CSI ELECTRICAL CONTRACTORS, INC.’S MOTION FOR PARTIAL SUMMARY JUDGMENT

Date: April 8, 2021
Time: 9:00 a.m.
Ctrm: 3

State Complaint Filed: July 30, 2018
State First Amended
Complaint Filed: October 1, 2018
Removal Filed: November 7, 2018

[PROPOSED] ORDER

1
2 Defendant CSI Electrical Contractors, Inc.’s (“CSI”) Motion for Partial Summary Judgment
3 came on for hearing on April 8, 2021, at 9:00 a.m., in Courtroom 3 of the United States District
4 Court for the Northern District of California, located at 280 South 1st Street, San Jose, CA 95113,
5 the honorable Beth Labson Freeman presiding. All parties were represented by counsel. The Court,
6 having reviewed the contents of CSI’s Motion, having considered the briefs and arguments of the
7 Parties, and finding good cause therein, hereby ORDERS that, pursuant to Federal Rules of Civil
8 Procedure 56(d), CSI’s Motion is hereby GRANTED in its entirety. Specifically:

9 The Court finds that there is no dispute as to any material fact as to the following issues:

- 10 1. The requirement that Plaintiff enter the Project from its single entrance does not
11 obligate CSI to begin compensating Plaintiff after he entered the Project.
- 12 2. The requirement that Plaintiff enter the Project from its single entrance does not rise
13 to a level of control sufficient to require compensation.
- 14 3. The requirement that Plaintiff enter the Project from its single entrance does not
15 obligate CSI to compensate Plaintiff for reporting to work under Paragraph 5(A) of
16 Wage Order 16.
- 17 4. The requirement that Plaintiff “badge in” at a guard shack each morning does not
18 obligate CSI to begin compensating Plaintiff after he passed through security.
- 19 5. The requirement that Plaintiff “badge in” at a guard shack each morning does not
20 obligate CSI to compensate Plaintiff for the time spent waiting in line to badge in.
- 21 6. The requirement that Plaintiff “badge in” at a guard shack each morning does not
22 obligate CSI to compensate Plaintiff for reporting to work under Paragraph 5(A) of
23 Wage Order 16.
- 24 7. The requirement that Plaintiff “badge in” at a guard shack each morning does not
25 rise to a level of control sufficient to require compensation.
- 26 8. The requirement that Plaintiff drive from the Project entrance to the parking lot does
27 not rise to a level of control sufficient to require compensation.
- 28 9. The requirement that Plaintiff drive from the parking lot to the Project entrance does

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not rise to a level of control sufficient to require compensation.

10. The requirement that Plaintiff “badge out” at a guard shack at the end of the day does not obligate CSI to compensate Plaintiff for the time spent waiting in line to badge out.

11. The requirement that Plaintiff “badge out” at a guard shack at the end of each day does not rise to a level of control sufficient to require compensation.

12. Plaintiff’s claim based on “hours worked” during his meal period fails because Plaintiff worked under a qualifying collective bargaining agreement.

13. CSI is entitled to summary judgment in its favor and against Plaintiff as to the Second, Third, Fourth, Fifth, and Sixth Causes of Action to the extent that they are derivative of the claims for hours worked that are adjudicated in CSI’s favor in this motion.

Accordingly, and not seeing any genuine disputed issues of material fact, partial summary judgment is granted.

IT IS SO ORDERED.

Dated: _____, 2021

Hon. Beth Labson Freeman
United States District Judge

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PROOF OF SERVICE

I, Esperansa Reinold, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 350 South Grand Avenue, Suite 2300, Los Angeles, California 90071.

On **March 4, 2021**, I served a copy of the following document(s) described below on the interested parties in this action, as follows:

[PROPOSED] ORDER GRANTING DEFENDANT CSI ELECTRICAL CONTRACTORS, INC.’S MOTION FOR PARTIAL SUMMARY JUDGMENT

- BY U.S. MAIL:** By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth above. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- BY OVERNIGHT MAIL:** By placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.
- BY E-MAIL OR ELECTRONIC TRANSMISSION:** I electronically served the documents on the date shown below to the e-mail addresses of the person listed below. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.
- ELECTRONICALLY:** I caused a true and correct copy thereof to be electronically filed using the Court's Electronic Court Filing ("ECF") System and service was completed by electronic means by transmittal of a Notice of Electronic Filing on the registered participants of the ECF System.
- FEDERAL:** I declare that I am employed in the office of a member of the State Bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America and State of California that the above is true and correct.

Executed on **March 4, 2021**, at Los Angeles, California.

Esperansa Reinold

SERVICE LIST

1 2 3 4 5 6	Lonnie Clifford Blanchard, III The Blanchard Law Group, APC 5211 East Washington Blvd., No. 2262 Commerce, CA 90040 Tel.: (213) 599-8255 Fax: (213) 402-3949 Email: lonnieblanchard@gmail.com	Attorneys for Plaintiff, George Huerta
7 8 9 10 11	Peter Roald Dion-Kindem The Dion-Kindem Law Firm Peter R. Dion-Kindem, P.C. 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361 Tel.: (818) 883-4900 Fax: (818) 338-2533 Email: peter@dion-kindemlaw.com	Attorneys for Plaintiff, George Huerta
12 13 14 15 16	James A. Bowles Hill Farrer & Burrill LLP One California Plaza 300 S. Grand Avenue, 37 th Floor Los Angeles, CA 90071 Tel.: (213) 621-0812 Fax: (213) 624-4840 Email: jbowles@hillfarrer.com	Attorneys for Defendant, Milco National Construction, Inc.
17 18 19 20 21 22	Daphne Mary Anneet Burke, Williams Sorensen, LLP 444 S. Flower Street Suite 2400 Los Angeles, CA 90071 Tel.: (213) 236-0600 Fax: (213) 236-2700 Email: dnneet@bwslaw.com	Attorneys for Plaintiff, California Compaction Corporation

WSACTIVELLP:12106411.1



PETER R. DION-KINDEM (SBN 95267)
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Attorneys for Plaintiff George Huerta

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MONTEREY

George Huerta, an individual, on behalf of himself
and all others similarly situated and as a
representative plaintiff,

Plaintiff,

vs.

First Solar, Inc., a Delaware corporation;
California Flats Solar, LLC, a Delaware Limited
Liability Company; CA Flats Solar 130, LLC, a
Delaware Limited Liability Company; CA Flats
Solar 150, LLC, a Delaware Limited Liability
Company; Cal Flats Solar CEI, LLC, a Delaware
Limited Liability Company; Cal Flats Solar
Holdco, LLC, a Delaware Limited Liability
Company; CSI Electrical Contractors, Inc.; Milco
National Constructors, Inc.; California
Compaction Corporation; and Does 1 through 10,

Defendants.

**Case No. 18CV002847
CLASS ACTION**

First Amended Complaint for:

- 1. Failure to Pay Compensation Due**
- 2. Failure to Furnish Itemized Wage Statements**
- 3. Failure to Pay Wages Timely upon Termination**
- 4. Failure to Indemnify Business Expenses**
- 5. Violation of Cal. Business & Professions Code Section 17203**
- 6. Recovery of Civil Penalties pursuant to the California Private Attorney General Act**

Demand for Jury Trial

1 Plaintiff George Huerta (“Plaintiff”), individually and on behalf of all other persons similarly
2 situated and as a representative plaintiff, alleges:

- 3
4 1. Plaintiff is California resident and was primarily employed in Monterey County by Defendants
5 as a non-exempt employee.
- 6
7 2. Defendant First Solar, Inc. (“First Solar”) is a Delaware corporation registered with the Secretary
8 of State of California with its entity address listed as 350 West Washington Street, Suite 600,
9 Tempe, Arizona 85281.
- 10
11 3. Defendant California Flats Solar, LLC (“California Flats Solar”) is a Delaware limited liability
12 company registered with the Secretary of State of California with its entity address listed as 8800
13 N. Gainey Center Dr., Ste. 250, Scottsdale AZ 85258.
- 14
15 4. Defendant CA Flats Solar 130, LLC (“CA Flats Solar 130”) is a Delaware limited liability
16 company registered with the Secretary of State of California with its entity address listed as 8800
17 N. Gainey Center Dr., Ste. 250, Scottsdale AZ 85258.
- 18
19 5. Defendant CA Flats Solar 150, LLC (“CA Flats Solar 150”) is a Delaware limited liability
20 company registered with the Secretary of State of California with its entity address listed as 8800
21 N. Gainey Center Dr., Ste. 250, Scottsdale AZ 85258.
- 22
23 6. Defendant Cal Flats Solar CEI, LLC (“Cal Flats Solar CEI”) is a Delaware limited liability
24 company registered with the Secretary of State of California with its entity address listed as 10
25 East 53rd Street, 17th Floor, New York, NY 10022 and its mailing address listed as 8800 N.
26 Gainey Center Dr., Ste. 250, Scottsdale AZ 85258.
- 27
28 7. Defendant Cal Flats Solar Holdco, LLC (“Cal Flats Solar Holdco”) is a Delaware limited
liability company registered with the Secretary of State of California with its entity address listed
as 10 East 53rd Street, 17th Floor, New York, NY 10022 and its mailing address listed as 8800
N. Gainey Center Dr., Ste. 250, Scottsdale AZ 85258.
8. Defendant CSI Electrical Contractors, Inc. (“CSI”) is a California corporation doing business in
Monterey County.

1 9. Defendant Milco National Constructors, Inc. is a Delaware corporation with its principal place of
2 business in California and is doing business in Monterey County.

3 10. Defendant California Compaction Corporation is a California corporation doing business in
4 Monterey County.

5 11. Defendants were involved in the construction and development of photovoltaic (“PV” or
6 “Solar”) power projects, including the California Flats Solar Project (“Project”). Such activities
7 fell within the usual course of Defendants’ businesses.

8 12. Defendants acted as employers, co-employers and/or joint employers of Plaintiff and the class
9 members. Among other things, Defendants:

- 10 a. controlled the Project site;
- 11 b. defined and/or managed the construction on the Project, including but not limited to
- 12 design, work flow and scheduling;
- 13 c. created, defined and/or managed the work-related agreements related to the Project;
- 14 d. created, defined and/or managed training for workers on the Project;
- 15 e. created, defined and/or managed policies and procedures for workers on the Project,
- 16 including but not limited to environmental, safety and transportation rules;
- 17 f. created, defined and/or managed the wages of workers on the Project;
- 18 g. created, defined and/or managed the hours for workers on the Project;
- 19 h. created, defined and/or managed the working conditions of the Project;
- 20 i. controlled the access to and the land and roads at the Project;
- 21 j. operated the mandatory on site, badge and security process/procedure/system for the
- 22 Project;
- 23 k. conducted at least part of the orientation process for Plaintiff and class members;
- 24 l. conducted meetings, including but not limited to safety meetings and other work-related
- 25 meetings at which Plaintiff and class members were required to be present and at which
- 26 rules and regulations at the Project were outlined and/or reiterated.
- 27
- 28

- 1 m. maintained vehicles and/or equipment on the Project;
- 2 n. maintained the work quality control and quality assurance for the Project;
- 3 o. maintained supervisory personnel on the Project;
- 4 p. monitored and policed the job site rules, security and ingress and egress of the Project;
- 5 and/or
- 6 q. had the right and exercised the right to discipline, suspend and terminate employees of
- 7 any subcontractor on the Project.
- 8

9 13. Plaintiff does not presently know the true names and capacities of the defendants named as Does
10 1 through 10 and therefore sues such defendants by these fictitious names. Plaintiff believes that
11 the Doe Defendants are persons or entities who are involved in the acts set forth below, either as
12 independent contractors, suppliers, agents, servants or employees of the known defendants, or
13 through entering into a conspiracy and agreement with the known Defendants to perform these
14 acts, for financial gain and profit, in violation of Plaintiff's and class members' rights. Plaintiff
15 will request leave of Court to amend this Complaint to set forth their true names, identities and
16 capacities when Plaintiff ascertains them.

17 14. Each of the Defendants has been or is the principal, officer, director, agent, employee,
18 representative and/or co-conspirator of each of the other defendants and in such capacity or
19 capacities participated in the acts or conduct alleged herein and incurred liability therefor. At an
20 unknown time, some or the Defendants entered into a conspiracy with other of the Defendants to
21 commit the wrongful acts described herein. These wrongful acts were committed in furtherance
22 of such conspiracy. Defendants aided and abetted each other in committing the wrongful acts
23 alleged herein. Each of the Defendants acted for personal gain or in furtherance of their own
24 financial advantage in effecting the acts alleged herein.

25 15. The named Defendants and the Doe defendants are hereinafter referred to collectively as
26 "Defendants."
27
28

CLASS ACTION ALLEGATIONS

16. Plaintiff brings the first five causes of action for himself and on behalf of a class and sub-class initially defined as follows:

Unpaid Wages Class

All non-exempt employees of any of the Defendants who worked at the California Flats Solar Project within the period beginning four years prior to the filing of this action through the date of judgment.

Termination Pay Sub-Class

All members of the Unpaid Wages Class whose employment terminated at any time within the period beginning three years prior to the filing of this action through the date of judgment.

17. The term “class members” includes the Plaintiff and all class members.

18. During all or a portion of the class period, Plaintiff and class members were employed by Defendants in California.

19. **Numerosity.** The number of class members is so numerous that joinder of all members is impractical. The names and addresses of the class members are identifiable through documents maintained by the Defendants, and the class members may be notified of the pendency of this action by published and/or mailed notice. Plaintiff believes there are more than 600 class members.

20. **Existence and Predominance of Common Questions of Law and Fact.** Common questions of law and fact exist as to all class members. These questions predominate over the questions affecting only individual members. These common legal and factual questions include, among other things:

- a. Whether Defendants paid Plaintiff and class members for all hours worked;
- b. Whether Defendants paid Plaintiff and class members all properly calculated overtime due them;
- c. Whether Defendants’ conduct in failing to pay all wages due Plaintiff and class members was willful or reckless;

- d. Whether Defendants violated Labor Code Section 226 by failing to timely furnish Plaintiff and class members accurate wage statements;
- e. Whether Defendants failed to timely pay all wages due to Plaintiff and class members upon the termination of their employment;
- f. Whether Defendants failed to indemnify Plaintiff and class members for all business expenses for which Defendants were responsible;
- g. Whether Defendants engaged in unfair competition in violation of California Business & Professions Code Section 17200, *et seq.*; and,
- h. The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

21. **Typicality.** Plaintiff's class claims are typical of the claims of the class members. Plaintiff and all class members sustained injuries and damages arising out of Defendants' common course of conduct in violation of the law as alleged herein. Plaintiff is entitled to the same relief under the class action causes of action as the class members.

22. **Adequacy.** Plaintiff will adequately and fairly protect the interests of the class members. Plaintiff was employed by the Defendants at times during the Class Period and is an adequate representative for the class members because Plaintiff has no interest adverse to the interests of the class members and Plaintiff has retained legal counsel with substantial experience in civil litigation, employment law and class action litigation. Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests of the class members.

23. **Superiority.** A class action is superior to other available means of fair and efficient adjudication of the claims of the class members. Joinder of all class members is impractical. Class action treatment will allow numerous similarly situated persons to prosecute their common claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would cause to such Plaintiffs or to the court system. Further, the damages of many class members may be relatively small, and the burden and

1 expenses of individual litigation would make it difficult or impossible for individual members of
2 the class to seek and obtain relief, while a class action will serve an important public interest.
3 Furthermore, questions of law and fact common to the class members predominate over
4 questions affecting only individual members, and a class action is superior to other available
5 methods for fair and efficient adjudication of the controversy. Individual litigation would present
6 the potential for inconsistent or contradictory judgments. By contrast, the class action device will
7 result in substantial benefits to the litigants and the Court by allowing the Court to resolve
8 numerous individual claims based upon a single set of proof in one case.

9
10 **First Cause of Action**
Failure to Pay Wages for Hours Worked
(Against All Defendants)

11 24. Plaintiff realleges all the preceding paragraphs.

12 25. Labor Code Section 1197 in relevant part provides:

13 The minimum wage for employees fixed by the commission is the minimum wage to be
14 paid to employees, and the payment of a less wage than the minimum so fixed is
15 unlawful.

16 26. Paragraph 4 of the applicable Wage Order provides in relevant part:

17 (B) Every employer shall pay to each employee, on the established payday for the period
18 involved, not less than the applicable minimum wage for all hours worked in the payroll
19 period, whether the remuneration is measured by time, piece, commission, or otherwise.

20 27. Defendants failed to pay Plaintiff and class members for all hours worked, for overtime hours
21 worked, and for other compensation due them under California law.

22 28. Under California law, “hours worked” is the time during which an employee is subject to the
23 control of an employer and includes all the time the employee is suffered or permitted to work,
24 whether or not required to do so.

25 29. In addition, paragraph 5(A) of the applicable Wage Order (No. 16) provides:

26 (A) All employer-mandated travel that occurs after the first location where the
27 employee’s presence is required by the employer shall be compensated at the employee’s
28 regular rate of pay or, if applicable, the premium rate that may be required by the
provisions of Labor Code Section 510 and Section 3, Hours and Days of Work, above.

1 30. Plaintiff and other class members were subject to wrongfully unpaid off-the-clock work time
2 before their scheduled start times and after their scheduled stop times but were only paid for the
3 time between their scheduled start and stop times. Specifically, the Project is located on the Jack
4 Ranch. To get to the Solar Site, it was necessary to pull off Highway 46 and drive onto a road.
5 The Security Gate Entrance to the Solar Site is about a quarter of a mile or so from the
6 intersection of Highway 46 and this road (“Security Gate Entrance”). When Plaintiff began
7 working for Defendant California Compaction, Defendants required him and other class
8 members to arrive at the Security Gate Entrance controlled by Defendants, to wait in vehicle
9 lines for Defendants’ biologists to approve the road for travel, then wait in a vehicle line to have
10 their badges swiped (“badge in”) by a person or persons employed or controlled by Defendants.
11 Plaintiff and other class members were then required to travel approximately 10 or more miles
12 along a route designated by and regulated by Defendants, at speed limits and subject to job site
13 rules designated by Defendants, using non-public roads to reach parking lots and or job sites by
14 specific times designated by Defendants.

15 31. Approximately a month after Plaintiff began working at Phase Two of the Project under
16 California Compaction, in or about April 2018, Defendants created a new badging station,
17 further up the Solar Site Access Road and closer to the parking lots, that was approximately
18 seven to eight miles from the Security Gate Entrance (“Second Badging Station”). Although, the
19 badging location changed, Defendants maintained the original Security Gate Entrance and
20 continued to require class members to wait outside the original Security Gate Entrance in the
21 mornings until the biologists had approved travel on the Solar Site Access Road. Defendants also
22 continued to control speed limits and maintain other job site rules along that road. When the site
23 was shut down due to weather conditions or for other reasons, Defendants stopped class
24 members from entering the site at the location of the original Security Gate Entrance, not at the
25 Second Badging Station. The drive from the Security Gate Entrance to the parking lot took
26 approximately 40 minutes or more. The drive from the Security Gate Entrance to the Second
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1 Badging Station took approximately 30 minutes or more. The drive from the Second Badging
2 Station to the parking lot took approximately 10 minutes or more. Plaintiff and class members
3 were not able to use this travel time effectively for their own purposes.

4 32. When they arrived at the parking lot, Plaintiff and other class members were required to wait in
5 lines to sign in on approximately four sign-in sheets in the lot. Because of the large number of
6 workers, class members could have to wait 10 to 15 minutes to get through these lines. Once
7 they signed the sheet, class members were generally required to locate their crews and either
8 attend company meetings or take company transport to the specific locations where they were to
9 work that day (“Installation Sites”). Under Defendant Milco, for example, Plaintiff and class
10 members were required to board company operated buses that would transport them to their
11 Installation Sites. The bus rides to their installation sites could take up to 20 minutes.

12 33. The times recorded by Defendants as class members’ start times were their scheduled times and
13 reflected the time at which Defendants expected class members to be either at company meetings
14 or at their designated Installation Sites. The start times therefore did not reflect the actual time
15 Plaintiff and other class members were under Defendants’ control. Specifically, the start time
16 failed to reflect Plaintiff and other class members’ arrival at Defendants’ Security Gate Entrance,
17 their time waiting to get through that gate, the time of the controlled drive to the Second Badging
18 Station (during the applicable period), the time waiting in line to badge through the Second
19 Badging Station (during the applicable period), the time of the controlled drive from the Second
20 Badging Station to their assigned parking lot (during the applicable period), the time waiting in
21 line to sign in for the day, or the time to travel from the sign-in locations to the morning meeting
22 location or Installation Sites.

23 34. Similarly, at the end of the day, the stop times recorded by Defendants were Plaintiff and other
24 class members’ scheduled stop times and did not reflect the actual time at which Plaintiff and
25 other class members were no longer under Defendants’ control. These times did not accurately
26 reflect the actual amount of time it took Plaintiff and other class members to travel from the
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1 parking lot to the Entrance Security Gate, where they were no longer under Defendant's control.
2 Like the drive into the site, both the drive from the parking lot to the Entrance Security Gate and
3 the drive (during the applicable period) from the parking lot to the Second Badge Station and
4 then to the Entrance Security Gate took approximately 40 minutes or more.

5 35. Defendants controlled Plaintiff and class members during the mandated travel time before and
6 after their scheduled shifts.

7 36. Plaintiff and class members were entitled to be paid for all hours worked for Defendants,
8 including time waiting outside of the Entrance Security Gate, travel time between the Entrance
9 Security Gate and the parking lot, badging time, waiting in line to sign in time, and travel time to
10 meetings and/or Installation Sites in the mornings.

11 37. Plaintiff and class members were told that they were required to stay on the job site during the
12 entire workday from the beginning of the workday to the end of the workday. They were told
13 that it would be a violation of the job site rules if they reached the security entrance too early at
14 the end of the workday and that they could be suspended or terminated if they violated that rule.
15 They were told that they were required to eat their lunches at or near their daily Installation Sites
16 and, except with special approval, they could not go back to their vehicles in the parking lots at
17 any time during the workday. Defendants did not make the buggies available to Plaintiff or class
18 members to take them to the parking lot during their meal periods.

19 38. Plaintiff and class members were never paid for the time that they were on meal breaks or when
20 their meal breaks or rest breaks were interrupted.

21 39. In violation of Section 1197 and Paragraph 4 of the applicable Wage Order, Defendants did not
22 pay class members the wages due them for all hours worked.

23 40. Labor Code Section 1194.2 in relevant part provides:

24 In any action under Section 1193.6 or Section 1194 to recover wages because of the
25 payment of a wage less than the minimum wage fixed by an order of the commission, an
26 employee shall be entitled to recover liquidated damages in an amount equal to the wages
27 unlawfully unpaid and interest thereon. Nothing in this subdivision shall be construed to
28 authorize the recovery of liquidated damages for failure to pay overtime compensation.

1 41. Plaintiff and class members are entitled to liquidated damages pursuant to Labor Code Section
2 1194.2.

3 42. Plaintiff and class members worked over eight hours in a day and/or more than 40 hours in a
4 week and/or seven or more consecutive days. Defendants failed to correctly compensate Plaintiff
5 and class members for all overtime worked at the correct rates in violation of California Labor
6 Code Section 510 and Paragraph 3 of the applicable Wage Order.

7 43. Plaintiff has incurred and is entitled to attorney's fees, costs and interest.

8 **Second Cause of Action**
9 **Wage Statement and Record-Keeping Violations**
10 **(Against All Defendants)**

11 44. Plaintiff realleges all the preceding paragraphs.

12 45. Labor Code Section 226 provides in relevant part:

13 (a) Every employer shall, semimonthly or at the time of each payment of wages, furnish
14 each of his or her employees, either as a detachable part of the check, draft, or voucher
15 paying the employee's wages, or separately when wages are paid by personal check or
16 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total
17 hours worked by the employee, except for any employee whose compensation is solely
18 based on a salary and who is exempt from payment of overtime under subdivision (a) of
19 Section 515 or any applicable order of the Industrial Welfare Commission, (3) the
20 number of piece-rate units earned and any applicable piece rate if the employee is paid on
21 a piece-rate basis, (4) all deductions, provided that all deductions made on written orders
22 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
23 inclusive dates of the period for which the employee is paid, (7) the name of the
24 employee and only the last four digits of his or her social security number or an employee
25 identification number other than a social security number, (8) the name and address of the
26 legal entity that is the employer and, if the employer is a farm labor contractor, as defined
27 in subdivision (b) of Section 1682, the name and address of the legal entity that secured
28 the services of 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 and, beginning July 1, 2013, if the employer is a temporary services employer
as defined in Section 201.3, the rate of pay and the total hours worked for each temporary
services assignment. The deductions made from payment of wages shall be recorded in
ink or other indelible form, properly dated, showing the month, day, and year, and a copy
of the statement and the record of the deductions shall be kept on file by the employer for
at least three years at the place of employment or at a central location within the State of
California. For purposes of this subdivision, "copy" includes a duplicate of the itemized
statement provided to an employee or a computer-generated record that accurately shows
the information required by this subdivision.

...

(e)(1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.

(2)(A) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.

(B) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following:

(i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).

(ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period. Nothing in this subdivision alters the ability of the employer to aggregate deductions consistent with the requirements of item (4) of subdivision (a).

(iii) The name and address of the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer during the pay period.

(iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number.

(C) For purposes of this paragraph, “promptly and easily determine” means a reasonable person would be able to readily ascertain the information without reference to other documents or information. . . .

46. California Labor Code Section 1174 provides in relevant part:

Every person employing labor in this state shall:

. . . (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not

1 prohibit an employee from maintaining a personal record of hours worked, or, if paid on
2 a piece-rate basis, piece-rate units earned.

3 47. Paragraph 6 of the applicable Wage Order provides in relevant part:

4 6. RECORDS

5 (A) Every employer who has control over wages, hours, or working conditions shall keep
6 accurate information with respect to each employee, including the following: (1) The
7 employee's full name, home address, occupation, and social security number. The
8 employee's date of birth, if under 18 years of age, and designation as a minor. Time
9 records showing when the employee begins and ends each work period. Meal periods,
10 split shift intervals, and total daily hours worked shall also be recorded. Meal periods
11 during which operations cease and authorized rest periods need not be recorded. (2) Total
12 wages paid each payroll period, including value of board, lodging, or other compensation
13 actually furnished to the employee. (3) Total hours worked during the payroll period and
14 applicable rates of pay. This information shall be made readily available to the employee
15 upon reasonable request. When a piece rate or incentive plan is in operation, piece rates
16 or an explanation of the incentive plan formula shall be provided to employees. An
17 accurate production record shall be maintained by the employer.

18 (B) Every employer who has control over wages, hours, or working conditions shall
19 semimonthly or at the time of each payment of wages furnish each employee an itemized
20 statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for
21 which the employee is paid; (3) the name of the employee or the employee's social
22 security number; and (4) the name of the employer, provided all deductions made on
23 written orders of the employee may be aggregated and shown as one item. (See Labor
24 Code Section 226.) This information shall be furnished either separately or as a
25 detachable part of the check, draft, or voucher paying the employee's wages.

26 (C) All required records shall be in the English language and in ink or other indelible
27 form, dated properly, showing month, day and year. The employer who has control over
28 wages, hours, or working conditions shall also keep said records on file at the place of
employment or at a central location for at least three years. An employee's records shall
be available for inspection by the employee upon reasonable request.

(D) Employers performing work on public works projects should refer to Labor Code
Section 1776 for additional payroll reporting requirements.

48. Labor Code Section 1174.5 provides:

Any person employing labor who willfully fails to maintain the records required by
subdivision (c) of Section 1174 or accurate and complete records required by subdivision
(d) of Section 1174, or to allow any member of the commission or employees of the
division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to
a civil penalty of five hundred dollars (\$500).

1 49. Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to
2 maintain and furnish Plaintiff and class members with accurate and complete wage statements
3 reflecting all of the information required under Section 226(a) and/or 1174.

4 50. Defendants’ failure to furnish Plaintiff and class members with complete and accurate itemized
5 wage statements resulted in actual injury because such failures led to, among other things, the
6 non-payment of all their regular and overtime wages and deprived them of the information
7 necessary to identify the discrepancies in Defendants’ reported data.

8 51. Plaintiff and the other class members are entitled to damages and/or statutory penalties pursuant
9 to Labor Code Section 226.

10 **Third Cause of Action**
11 **Failure to Pay Waiting Time Wages Pursuant to Labor Code Section 203**
12 **(Against All Defendants)**

13 52. Plaintiff realleges all the preceding paragraphs.

14 53. Labor Code Section 201 in relevant part provides:

15 (a) If an employer discharges an employee, the wages earned and unpaid at the time of
16 discharge are due and payable immediately. . . .

17 54. Labor Code Section 202 in relevant part provides:

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

22 55. Labor Code Section 203 provides in relevant part:

23 (a) If an employer willfully fails to pay, without abatement or reduction, in accordance
24 with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is
25 discharged or who quits, the wages of the employee shall continue as a penalty from the
26 due date thereof at the same rate until paid or until an action therefor is commenced; but
27 the wages shall not continue for more than 30 days. . .

28 (b) Suit may be filed for these penalties at any time before the expiration of the statute of
limitations on an action for the wages from which the penalties arise.

56. The employment of Plaintiff and Termination Pay Sub-class members with Defendants
terminated.

1 57. When the employment of Plaintiff and Termination Pay Sub-class members terminated,
2 Defendants violated Labor Code Sections 201 or 202 by willfully failing to pay the wages earned
3 and unpaid that were due them within the time required by Sections 201 or 202.

4 58. Labor Code Section 218.5 provides in relevant part:

5 (a) In any action brought for the nonpayment of wages, fringe benefits, or health and
6 welfare or pension fund contributions, the court shall award reasonable attorney's fees
7 and costs to the prevailing party if any party to the action requests attorney's fees and
8 costs upon the initiation of the action. . . .

9 59. Plaintiff has incurred attorney's fees and costs in pursuing this claim.

10 **Fourth Cause of Action**
Violation of Labor Code Section 2802
(Against All Defendants)

11 60. Plaintiff realleges all the preceding paragraphs.

12 61. Labor Code Section 2802 in relevant part provides:

13 (a) An employer shall indemnify his or her employee for all necessary expenditures or
14 losses incurred by the employee in direct consequence of the discharge of his or her
15 duties, or of his or her obedience to the directions of the employer, even though unlawful,
16 unless the employee, at the time of obeying the directions, believed them to be unlawful.

17 (b) All awards made by a court or by the Division of Labor Standards Enforcement for
18 reimbursement of necessary expenditures under this section shall carry interest at the
19 same rate as judgments in civil actions. Interest shall accrue from the date on which the
20 employee incurred the necessary expenditure or loss.

21 (c) For purposes of this section, the term "necessary expenditures or losses" shall include
22 all reasonable costs, including, but not limited to, attorney's fees incurred by the
23 employee enforcing the rights granted by this section...

24 62. In violation of Labor Code Section 2802, Defendants required Plaintiff and class members to use
25 their personal vehicles for on-site, employer-controlled travel, but failed to reimburse them for
26 all such mileage.

27 63. As a proximate result of Defendants' wrongful actions alleged above, Plaintiff and the class
28 members have been damaged.

64. Plaintiff has incurred attorney's fees and costs in pursuing this claim.

Fifth Cause of Action
Violation of California Business and Professions Code Section 17200, et seq.
(Against All Defendants)

1
2
3 65. Plaintiff realleges all the preceding paragraphs.

4 66. Business & Professions Code Section 17200 provides:

5 As used in this chapter, unfair competition shall mean and include any *unlawful, unfair*
6 or fraudulent business act or practice and unfair, deceptive, untrue or misleading
7 advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of
8 Part 3 of Division 7 of the Business and Professions Code.) (Emphasis added.)

9 67. Defendants' violations of the Labor Code and Wage Order provisions set forth above constitute
10 unlawful and/or unfair business acts or practices.

11 68. Business & Professions Code Section 17203 provides:

12 Any person who engages, has engaged, or proposes to engage in unfair competition may
13 be enjoined in any court of competent jurisdiction. The court may make such orders or
14 judgments, including the appointment of a receiver, as may be necessary to prevent the
15 use or employment by any person of any practice which constitutes unfair competition, as
16 defined in this chapter, or as may be necessary to restore to any person in interest any
17 money or property, real or personal, which may have been acquired by means of such
18 unfair competition.

19 69. Defendants have been unjustly enriched because of Defendants' unlawful and/or unfair business
20 acts and/or practices.

21 70. Plaintiff and class members seek restitution of money and/or property by which Defendants were
22 unjustly enriched.

23 71. Plaintiff and class members are further entitled to and seek a declaration that the above-described
24 business practices are unfair, unlawful and/or fraudulent and injunctive relief restraining
25 Defendants, and each of them, from engaging in any of the above-described unfair, unlawful
26 and/or fraudulent business practices in the future.

27 72. Plaintiff and the class members have no plain, speedy, and/or adequate remedy at law to redress
28 the injuries that they have suffered because of Defendants' unfair, unlawful and/or fraudulent
business practices.

1 73. If Defendants are not enjoined from the conduct alleged herein, they will continue to violate their
2 legal obligations.

3 74. Plaintiff is entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure
4 Section 1021.5.

5 **Sixth Cause of Action**
6 **For Recovery of Civil Penalties under the California Private Attorney General Act,**
7 **Labor Code Section 2698, *et seq.***
8 **(Against All Defendants)**

8 75. Plaintiff realleges all the preceding paragraphs.

9 76. Pursuant to Labor Code Sections 2698, *et seq.*, the Private Attorney General Act of 2004
10 ("PAGA"), Plaintiff is entitled to recover civil penalties on behalf of himself and other persons
11 who are or were employed by the alleged violator and against whom one or more of the alleged
12 violations was committed. Plaintiff is pursuing civil penalties for violations of the Labor Code
13 sections alleged herein.

14 77. Defendants, as alleged above, have committed Labor Code violations against Plaintiff and the
15 other class members.

16 78. Plaintiff seeks to recover all civil penalties recoverable under PAGA against Defendants,
17 including without limitation penalties pursuant to Labor Code Sections 210, 226.3, 256, 558,
18 1174.5, 1197.1, and 2699(f).

19 79. Plaintiff's attorney gave written notice to the Labor and Workforce Development Agency
20 ("LWDA") and to the Defendants by certified mail identifying violations set forth in this
21 complaint, and 65 days have passed from the date of the mailing of the notice.

22 80. Labor Code Section 2699(g) provides that any "employee who prevails in any action shall be
23 entitled to an award of reasonable attorney's fees and costs." Plaintiff has incurred attorney's
24 fees and costs in pursuing this claim.

25 WHEREFORE, Plaintiff demands a jury trial and requests that judgment be entered against all
26 Defendants as follows:

1. Certification of this action as a class action and the appointment of Plaintiff as the representative of the Classes and Plaintiff's counsel as Lead Counsel for the Class;
2. Damages for unpaid wages including minimum wages, regular time wages and overtime wages;
3. Liquidated damages;
4. Compensatory damages according to proof;
5. Waiting time penalties due pursuant to Labor Code Section 203;
6. Penalties pursuant to Labor Code Section 226(e);
7. Penalties pursuant to the PAGA;
8. Restitution pursuant to Business & Professions Code Sections 17200, *et seq.*;
9. Prejudgment interest;
10. Reasonable attorneys' fees;
11. Costs as allowed by law;
12. A declaratory judgment that the practices complained of herein are unlawful under the Labor Code and/or the Unfair Competition Law and injunctive relief requiring termination or modification of the unlawful practices alleged;
13. Such other relief as this Court shall deem just and proper.

Dated: October 1, 2018

THE DION-KINDEM LAW FIRM

BY: _____




PETER R. DION-KINDEM, P.C.
PETER R. DION-KINDEM
Attorney for Plaintiff George Huerta

Demand for Jury Trial

Plaintiff demands a jury trial.

Dated: October 1, 2018

THE DION-KINDEM LAW FIRM

BY: 

PETER R. DION-KINDEM, P.C.
PETER R. DION-KINDEM
Attorney for Plaintiff George Huerta

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**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT
Form 1. Notice of Appeal from a Judgment or Order of a
United States District Court**

Name of U.S. District Court:

U.S. District Court case number:

Date case was first filed in U.S. District Court:

Date of judgment or order you are appealing:

Fee paid for appeal? (*appeal fees are paid at the U.S. District Court*)

Yes No IFP was granted by U.S. District Court

List all Appellants (*List each party filing the appeal. Do not use "et al." or other abbreviations.*)

Plaintiff George Huerta

Is this a cross-appeal? Yes No

If Yes, what is the first appeal case number?

Was there a previous appeal in this case? Yes No

If Yes, what is the prior appeal case number?

Your mailing address:

2945 Townsgate Road, Suite 200

City: State: Zip Code:

Prisoner Inmate or A Number (if applicable):

Signature Date

Complete and file with the attached representation statement in the U.S. District Court

Feedback or questions about this form? Email us at forms@ca9.uscourts.gov

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

Form 6. Representation Statement

Instructions for this form: <http://www.ca9.uscourts.gov/forms/form06instructions.pdf>

Appellant(s) (*List each party filing the appeal, do not use "et al." or other abbreviations.*)

Name(s) of party/parties:

Plaintiff George Huerta

Name(s) of counsel (if any):

Peter R. Dion-Kindem

Address: 2945 Townsgate Road, Suite 200, Westlake Village, CA 91361

Telephone number(s): 818-883-4900

Email(s): peter@dion-kindemlaw.com

Is counsel registered for Electronic Filing in the 9th Circuit? Yes No

Appellee(s) (*List only the names of parties and counsel who will oppose you on appeal. List separately represented parties separately.*)

Name(s) of party/parties:

Defendant CSI Electrical Contractors, Inc.

Name(s) of counsel (if any):

Daniel B. Chammas
Min K. Kim

Address: 350 S. Grand Avenue, Suite 2300, Los Angeles, CA 90071

Telephone number(s): 213-237-2400

Email(s): dchammas@fordharrison.com; mkim@fordharrison.com

To list additional parties and/or counsel, use next page.

Feedback or questions about this form? Email us at forms@ca9.uscourts.gov

Continued list of parties and counsel: *(attach additional pages as necessary)*

Appellants

Name(s) of party/parties:

Plaintiff George Huerta

Name(s) of counsel (if any):

Lonnie C. Blanchard, III

Address: 5211 East Washington Blvd. # 2262, Commerce, CA 90040

Telephone number(s): 213-599-8255

Email(s): lonnieblanchard@gmail.com

Is counsel registered for Electronic Filing in the 9th Circuit? Yes No

Appellees

Name(s) of party/parties:

Name(s) of counsel (if any):

Address:

Telephone number(s):

Email(s):

Name(s) of party/parties:

Name(s) of counsel (if any):

Address:

Telephone number(s):

Email(s):

Feedback or questions about this form? Email us at forms@ca9.uscourts.gov

**U.S. District Court
California Northern District (San Jose)
CIVIL DOCKET FOR CASE #: 5:18-cv-06761-BLF**

Huerta v. First Solar, Inc., a Delaware corporation et al
Assigned to: Judge Beth Labson Freeman
Referred to: Magistrate Judge Susan van Keulen
Relate Case Case: [5:17-cv-03778-BLF](#)
Case in other court: Monterey Superior Court, 18CV002847
Cause: 29:185 Labor/Mgt. Relations (Contracts)

Date Filed: 11/07/2018
Date Terminated: 07/14/2021
Jury Demand: None
Nature of Suit: 720 Labor: Labor/Mgt.
Relations
Jurisdiction: Federal Question

Plaintiff

George Huerta

*an individual, on behalf of himself and all
others similarly situated and as a
representative plaintiff*

represented by **Peter Roald Dion-Kindem**
The Dion-Kindem Law Firm
Peter R. Dion-Kindem, P.C.
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
(818) 883-4900
Fax: (818) 338-2533
Email: peter@dion-kindemlaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Lonnie Clifford Blanchard , III
The Blanchard Law Group, APC
5211 East Washington Boulevard, No. 2262
Commerce, CA 90040
(213) 599-8255
Fax: (213) 402-3949
Email: lonnieblanchard@gmail.com
ATTORNEY TO BE NOTICED

V.

Defendant

First Solar, Inc., a Delaware corporation
TERMINATED: 03/30/2020

represented by **Shannon Bettis Nakabayashi**
Jackson Lewis P.C.
50 California Street, 9th Floor
San Francisco, CA 94111-4615
415-394-9400 x5407
Fax: 415-394-9401
Email:
shannon.nakabayashi@jacksonlewis.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Antonio Carlos Raimundo
Jackson Lewis P.C.
50 California Street, 9th Floor

San Francisco, CA 94111-4615
415-394-9400
Fax: 415-394-9401
Email:
antonio.raimundo@jacksonlewis.com
TERMINATED: 05/22/2019
ATTORNEY TO BE NOTICED

Jinny S. Hwang
Jackson Lewis P.C.
50 California Street, 9th Floor
San Francisco, CA 94111-4615
415-796-5497
Fax: 415-394-9401
Email: jinny.hwang@jacksonlewis.com
ATTORNEY TO BE NOTICED

Stephanie TaiHsin Yang
Jackson Lewis P.C.
50 California Street, 9th Floor
San Francisco, CA 94111-4615
415-394-9400 x5486
Fax: 415-394-9401
Email: stephanie.yang@jacksonlewis.com
ATTORNEY TO BE NOTICED

Defendant

**California Flats Solar, LLC, a Delaware
Limited Liability Company**
TERMINATED: 03/30/2020

represented by **Shannon Bettis Nakabayashi**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Antonio Carlos Raimundo
(See above for address)
TERMINATED: 05/22/2019
ATTORNEY TO BE NOTICED

Jinny S. Hwang
(See above for address)
ATTORNEY TO BE NOTICED

Stephanie TaiHsin Yang
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

**CA Flats Solar 130, LLC, a Delaware
Limited Liability Company**
TERMINATED: 03/30/2020

represented by **Shannon Bettis Nakabayashi**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Antonio Carlos Raimundo
(See above for address)
TERMINATED: 05/22/2019

ATTORNEY TO BE NOTICED

Jinny S. Hwang

(See above for address)

ATTORNEY TO BE NOTICED

Stephanie TaiHsin Yang

(See above for address)

ATTORNEY TO BE NOTICED

Defendant

**CA Flats Solar 150, LLC, a Delaware
Limited Liability Company**

TERMINATED: 03/30/2020

represented by **Shannon Bettis Nakabayashi**

(See above for address)

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Antonio Carlos Raimundo

(See above for address)

TERMINATED: 05/22/2019

ATTORNEY TO BE NOTICED

Jinny S. Hwang

(See above for address)

ATTORNEY TO BE NOTICED

Stephanie TaiHsin Yang

(See above for address)

ATTORNEY TO BE NOTICED

Defendant

**Cal Flats Solar CEI, LLC, a Delaware
Limited Liability Company**

TERMINATED: 03/30/2020

represented by **Shannon Bettis Nakabayashi**

(See above for address)

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Antonio Carlos Raimundo

(See above for address)

TERMINATED: 05/22/2019

ATTORNEY TO BE NOTICED

Jinny S. Hwang

(See above for address)

ATTORNEY TO BE NOTICED

Stephanie TaiHsin Yang

(See above for address)

ATTORNEY TO BE NOTICED

Defendant

**Cal Flats Solar Holdco, LLC, a Delaware
Limited Liability Company**

TERMINATED: 03/30/2020

represented by **Shannon Bettis Nakabayashi**

(See above for address)

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Antonio Carlos Raimundo
(See above for address)
TERMINATED: 05/22/2019
ATTORNEY TO BE NOTICED

Jinny S. Hwang
(See above for address)
ATTORNEY TO BE NOTICED

Stephanie TaiHsin Yang
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

CSI Electrical Contractors, Inc.

represented by **Daniel B. Chammas**
Ford & Harrison LLP
350 S. Grand Avenue
Suite 2300
Los Angeles, CA 90071
213-237-2400
Fax: 213-237-2401
Email: dchammas@fordharrison.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Antonio Carlos Raimundo
(See above for address)
TERMINATED: 05/22/2019
ATTORNEY TO BE NOTICED

Jinny S. Hwang
(See above for address)
ATTORNEY TO BE NOTICED

Min Kyung Kim
Ford Harrison LLP
350 South Grand Avenue
Suite 2300
Los Angeles, CA 90071
213-237-2400
Email: MKim@fordharrison.com
ATTORNEY TO BE NOTICED

Shannon Bettis Nakabayashi
(See above for address)
TERMINATED: 07/09/2020
ATTORNEY TO BE NOTICED

Stephanie TaiHsin Yang
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

Milco National Constructors, Inc.
TERMINATED: 04/08/2021

represented by **Antonio Carlos Raimundo**
(See above for address)
TERMINATED: 05/22/2019
ATTORNEY TO BE NOTICED

James A. Bowles
Hill, Farrer & Burrill, LLP
300 South Grand Avenue, 37th Fl
Los Angeles, CA 90071
213-620-0460 x1812
Fax: 213-624-4840
Email: jbowles@hillfarrer.com
ATTORNEY TO BE NOTICED

Jinny S. Hwang
(See above for address)
TERMINATED: 06/30/2020

Shannon Bettis Nakabayashi
(See above for address)
TERMINATED: 06/30/2020

Stephanie TaiHsin Yang
(See above for address)
TERMINATED: 06/30/2020

Defendant

California Compaction Corporation
TERMINATED: 04/08/2021

represented by **Daphne Mary Anneet**
Burke, Williams Sorensen, LLP
444 S. Flower Street
Suite 2400
Los Angeles, CA 90071
213-236-0600
Fax: 213-236-2700
Email: danneet@bwslaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Ellen J Shadur
Gipson Hoffman Pancione
1901 Avenue of the Stars, Suite 1100
11th Floor
Los Angeles, CA 90067
(310)556-4660
Fax: (310)556-8945
Email: eshadur@ghplaw.com
TERMINATED: 12/05/2019
LEAD ATTORNEY

Melissa Michelle Cowan
Burke Williams & Sorensen, LLP
444 South Flower Street, Suite 2400
Los Angeles, CA 90071-2953
(213) 236-0600

Date Filed	#	Docket Text
11/07/2018	1	NOTICE OF REMOVAL from Monterey Superior Court. Their case number is 18CV002847. (Filing fee \$400 receipt number 0971-12830692). Filed by CSI Electrical Contractors, Inc.. (Attachments: # 1 Exhibit to the Notice of Removal, # 2 Declaration of Steve Watts in Support of Defendant CSI Electrical Contractors, Inc.;s Notice of Removal, # 3 Civil Cover Sheet)(Nakabayashi, Shannon) (Filed on 11/7/2018) (Entered: 11/07/2018)
11/07/2018	1	Answer to Removal Complaint [1-1] Exhibit C by CSI Electrical Contractors, Inc. (sfbS, COURT STAFF) (Filed on 11/7/2018) (Entered: 11/08/2018)
11/08/2018	2	<p>Case assigned to Judge Nathanael M. Cousins.</p> <p>Counsel for plaintiff or the removing party is responsible for serving the Complaint or Notice of Removal, Summons and the assigned judge's standing orders and all other new case documents upon the opposing parties. For information, visit <i>E-Filing A New Civil Case</i> at http://cand.uscourts.gov/ecf/caseopening.</p> <p>Standing orders can be downloaded from the court's web page at www.cand.uscourts.gov/judges. Upon receipt, the summons will be issued and returned electronically. Counsel is required to send chambers a copy of the initiating documents pursuant to L.R. 5-1(e)(7). A scheduling order will be sent by Notice of Electronic Filing (NEF) within two business days. Consent/Declination due by 11/23/2018. (jmlS, COURT STAFF) (Filed on 11/8/2018) (Entered: 11/08/2018)</p>
11/08/2018	3	<p>Initial Case Management Scheduling Order with ADR Deadlines: This case may fall within the Pilot Program for Initial Discovery Protocols for Employment Cases Alleging Adverse Action. See General Order 71. Parties and Counsel are directed to review General Order 71 to determine whether it applies to this case, and to comply with that General Order if applicable.</p> <p>Case Management Statement due by 1/30/2019. Initial Case Management Conference set for 2/6/2019 10:00 AM in San Jose, Courtroom 7, 4th Floor. (sfbS, COURT STAFF) (Filed on 11/8/2018) (Entered: 11/08/2018)</p>
11/09/2018	4	Certificate of Interested Entities by CSI Electrical Contractors, Inc. re 1 Notice of Removal, (Nakabayashi, Shannon) (Filed on 11/9/2018) (Entered: 11/09/2018)
11/09/2018	5	Corporate Disclosure Statement by CSI Electrical Contractors, Inc. re 1 Notice of Removal, (Nakabayashi, Shannon) (Filed on 11/9/2018) (Entered: 11/09/2018)
11/09/2018	6	CERTIFICATE OF SERVICE by CSI Electrical Contractors, Inc. re 1 Notice of Removal, (Nakabayashi, Shannon) (Filed on 11/9/2018) (Entered: 11/09/2018)
11/13/2018	7	CONSENT/DECLINATION to Proceed Before a US Magistrate Judge by George Huerta.. (Dion-Kindem, Peter) (Filed on 11/13/2018) (Entered: 11/13/2018)
11/13/2018	8	CLERK'S NOTICE OF IMPENDING REASSIGNMENT TO A U.S. DISTRICT COURT JUDGE: The Clerk of this Court will now randomly reassign this case to a District Judge because a party has not consented to the jurisdiction of a Magistrate Judge. You will be informed by separate notice of the district judge to whom this case is reassigned.

		<p>ALL HEARING DATES PRESENTLY SCHEDULED BEFORE THE CURRENT MAGISTRATE JUDGE ARE VACATED.</p> <p><i>This is a text only docket entry; there is no document associated with this notice.</i> (lmh, COURT STAFF) (Filed on 11/13/2018) (Entered: 11/13/2018)</p>
11/14/2018	9	<p>ORDER REASSIGNING CASE. Case reassigned to Judge Lucy H. Koh for all further proceedings Pursuant to Clerk's Notice of Impending Reassignment to U.S. District Judge. This case is assigned to a judge who participates in the Cameras in the Courtroom Pilot Project. See General Order 65 and http://cand.uscourts.gov/cameras. Magistrate Judge Nathanael M. Cousins remains as referral judge assigned to the case. Reassignment Order signed by Executive Committee on 11/14/2018. (Attachments: # 1 Notice of Eligibility for Video Recording)(bwS, COURT STAFF) (Filed on 11/14/2018) (Entered: 11/14/2018)</p>
11/14/2018	10	<p>**CLERK'S NOTICE FOLLOWING CASE REASSIGNMENT TO THE HONORABLE LUCY H. KOH**</p> <p>Following the case reassignment to Hon. Lucy H. Koh, an Initial Case Management Conference is set for 2/6/2019 at 2:00 PM in Courtroom 8, 4th floor, in San Jose, California.</p> <p>A Joint Case Management Conference Statement is due 7 days before the scheduled conference date. See Civil L.R. 16-9 and Civil L.R. 16-10(a). The Court does not issue a revised Initial Case Management Scheduling Order with ADR Deadlines. The parties shall familiarize themselves with the Scheduling Notes and Standing Orders for the Hon. Lucy H. Koh: http://cand.uscourts.gov/lhk.</p> <p><i>(This is a text only docket entry, there is no document associated with this notice.)</i> (iymS, COURT STAFF) (Filed on 11/14/2018) (Entered: 11/14/2018)</p>
11/14/2018	11	<p>CERTIFICATE OF SERVICE by CSI Electrical Contractors, Inc. re 1 Notice of Removal, <i>Certificate of Service of Defendant's Notice to State Court and Adverse Parties of Filing of Notice of Removal of Action to Federal Court</i> (Nakabayashi, Shannon) (Filed on 11/14/2018) (Entered: 11/14/2018)</p>
11/15/2018	12	<p>NOTICE by CA Flats Solar 130, LLC, a Delaware Limited Liability Company, CA Flats Solar 150, LLC, a Delaware Limited Liability Company, Cal Flats Solar CEI, LLC, a Delaware Limited Liability Company, Cal Flats Solar Holdco, LLC, a Delaware Limited Liability Company, California Flats Solar, LLC, a Delaware Limited Liability Company, First Solar, Inc., a Delaware corporation re 1 Notice of Removal, <i>Consent to Removal of Action</i> (Raimundo, Antonio) (Filed on 11/15/2018) (Entered: 11/15/2018)</p>
12/06/2018	13	<p>STIPULATION to <i>Extend Responsive Pleading Deadline for Defendant Milco National Constructors, Inc.</i> filed by Milco National Constructors, Inc.. (Raimundo, Antonio) (Filed on 12/6/2018) (Entered: 12/06/2018)</p>
12/21/2018	14	<p>Answer to Amended Complaint <i>Plaintiff's Unverified First Amended Complaint</i> by Milco National Constructors, Inc.. (Nakabayashi, Shannon) (Filed on 12/21/2018) (Entered: 12/21/2018)</p>
12/21/2018	15	<p>Corporate Disclosure Statement by Milco National Constructors, Inc. identifying Corporate Parent Gray Wolf Industrial for Milco National Constructors, Inc.. (Nakabayashi, Shannon) (Filed on 12/21/2018) (Entered: 12/21/2018)</p>
12/21/2018	16	<p>Certificate of Interested Entities by Milco National Constructors, Inc. identifying Corporate Parent Gray Wolf Industrial for Milco National Constructors, Inc.. (Nakabayashi, Shannon) (Filed on 12/21/2018) (Entered: 12/21/2018)</p>

01/17/2019	17	ADR Clerks Notice re: Non-Compliance with Court Order. The parties have failed to file an ADR Certification as required by the Initial Case Management Scheduling Order. Counsel shall comply promptly with the requirements of ADR L.R. 3-5(b) and shall file the ADR Certification. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (cmf, COURT STAFF) (Filed on 1/17/2019) (Entered: 01/17/2019)
01/17/2019	18	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options <i>by Parties and Counsel</i> (Raimundo, Antonio) (Filed on 1/17/2019) (Entered: 01/17/2019)
01/17/2019	19	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options <i>by Parties and Counsel</i> (Raimundo, Antonio) (Filed on 1/17/2019) (Entered: 01/17/2019)
01/18/2019	20	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options (Dion-Kindem, Peter) (Filed on 1/18/2019) (Entered: 01/18/2019)
01/22/2019	21	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options <i>by Parties and Counsel</i> (Raimundo, Antonio) (Filed on 1/22/2019) (Entered: 01/22/2019)
01/29/2019	22	JOINT CASE MANAGEMENT STATEMENT filed by George Huerta. (Dion-Kindem, Peter) (Filed on 1/29/2019) (Entered: 01/29/2019)
01/29/2019	23	CORRECTED JOINT CASE MANAGEMENT STATEMENT by George Huerta. Amendment to 22 Joint Case Management Statement . (Dion-Kindem, Peter) (Filed on 1/29/2019) Modified Text on 1/30/2019 (dhmS, COURT STAFF). (Entered: 01/29/2019)
01/31/2019	24	Sua Sponte Judicial Referral for Purpose of Determining Relationship. Signed by Judge Lucy H. Koh on 1/31/19. (lhk1c2S, COURT STAFF) (Filed on 1/31/2019) (Entered: 01/31/2019)
02/05/2019	25	CLERK'S NOTICE CONTINUING INITIAL CASE MANAGEMENT CONFERENCE. Initial Case Management Conference is continued from 2/5/2019 to 2/27/2019 02:00 PM in San Jose, Courtroom 7, 4th Floor. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> , (sp, COURT STAFF) (Filed on 2/5/2019) (Entered: 02/05/2019)
02/05/2019	26	RELATED CASE ORDER. Signed by Judge Beth Labson Freeman on 2/5/2019. (blflc3S, COURT STAFF) (Filed on 2/5/2019) (Entered: 02/05/2019)
02/06/2019	27	ORDER REASSIGNING CASE. Case reassigned to Judge Beth Labson Freeman for all further proceedings pursuant to Order Related Cases. This case is assigned to a judge who participates in the Cameras in the Courtroom Pilot Project. See General Order 65 and http://cand.uscourts.gov/cameras. Judge Lucy H. Koh no longer assigned to the case. (Attachments: # 1 Notice of Eligibility for Video Recording) (bwS, COURT STAFF) (Filed on 2/6/2019) (Entered: 02/06/2019)
02/08/2019	28	CLERK'S NOTICE RESETTING CASE MANAGEMENT CONFERENCE AFTER REASSIGNMENT. Case Management Statement due by 5/16/2019. Initial Case Management Conference set for 5/23/2019 11:00 AM in San Jose, Courtroom 3, 5th Floor. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (tshS, COURT STAFF) (Filed on 2/8/2019) (Entered: 02/08/2019)
02/11/2019	29	Certificate of Interested Entities by CA Flats Solar 130, LLC, a Delaware Limited Liability Company identifying Corporate Parent First Solar, Inc., Corporate Parent CD Clean Energy and Infrastructure V JV, LLC, Corporate Parent CSI Electrical Contractors, Inc., Corporate Parent California Flats Solar, LLC, Corporate Parent Cal Flats Solar CEI, LLC, Corporate Parent Cal Flats Solar Holdco, LLC, Corporate Parent DBM Global, Inc.

		for CA Flats Solar 130, LLC, a Delaware Limited Liability Company. (Raimundo, Antonio) (Filed on 2/11/2019) (Entered: 02/11/2019)
02/11/2019	30	Corporate Disclosure Statement by CA Flats Solar 130, LLC, a Delaware Limited Liability Company (Raimundo, Antonio) (Filed on 2/11/2019) (Entered: 02/11/2019)
02/11/2019	31	Certificate of Interested Entities by CA Flats Solar 150, LLC, a Delaware Limited Liability Company identifying Corporate Parent CD Clean Energy and Infrastructure V JV, LLC, Corporate Parent CSI Electrical Contractors, Inc., Corporate Parent Milco National Constructors, Inc., Corporate Parent Cal Flats Solar Holdco, LLC, Corporate Parent DBM Global, Inc. for CA Flats Solar 150, LLC, a Delaware Limited Liability Company. (Raimundo, Antonio) (Filed on 2/11/2019) (Entered: 02/11/2019)
02/11/2019	32	Corporate Disclosure Statement by CA Flats Solar 150, LLC, a Delaware Limited Liability Company (Raimundo, Antonio) (Filed on 2/11/2019) (Entered: 02/11/2019)
02/11/2019	33	Certificate of Interested Entities by Cal Flats Solar CEI, LLC, a Delaware Limited Liability Company identifying Corporate Parent CD Clean Energy and Infrastructure V JV, LLC, Corporate Parent Milco National Constructors, Inc., Corporate Parent DBM Global, Inc. for Cal Flats Solar CEI, LLC, a Delaware Limited Liability Company. (Raimundo, Antonio) (Filed on 2/11/2019) (Entered: 02/11/2019)
02/11/2019	34	Corporate Disclosure Statement by Cal Flats Solar CEI, LLC, a Delaware Limited Liability Company (Raimundo, Antonio) (Filed on 2/11/2019) (Entered: 02/11/2019)
02/11/2019	35	Certificate of Interested Entities by Cal Flats Solar Holdco, LLC, a Delaware Limited Liability Company identifying Corporate Parent CD Clean Energy and Infrastructure V JV, LLC, Corporate Parent CA Flats Solar 130, LLC for Cal Flats Solar Holdco, LLC, a Delaware Limited Liability Company. (Raimundo, Antonio) (Filed on 2/11/2019) (Entered: 02/11/2019)
02/11/2019	36	Corporate Disclosure Statement by Cal Flats Solar Holdco, LLC, a Delaware Limited Liability Company (Raimundo, Antonio) (Filed on 2/11/2019) (Entered: 02/11/2019)
02/11/2019	37	Certificate of Interested Entities by California Flats Solar, LLC, a Delaware Limited Liability Company identifying Corporate Parent CD Clean Energy and Infrastructure V JV, LLC, Corporate Parent CSI Electrical Contractors, Inc., Corporate Parent California Compaction Corporation, Corporate Parent Cal Flats Solar Holdco, LLC, Corporate Parent DBM Global, Inc. for California Flats Solar, LLC, a Delaware Limited Liability Company. (Raimundo, Antonio) (Filed on 2/11/2019) (Entered: 02/11/2019)
02/11/2019	38	Corporate Disclosure Statement by California Flats Solar, LLC, a Delaware Limited Liability Company (Raimundo, Antonio) (Filed on 2/11/2019) (Entered: 02/11/2019)
02/11/2019	39	Certificate of Interested Entities by First Solar, Inc., a Delaware corporation identifying Corporate Parent CSI Electrical Contractors, Inc., Corporate Parent Milco National Constructors, Inc., Corporate Parent California Compaction Corporation, Corporate Parent California Flats Solar, LLC, Corporate Parent Cal Flats Solar CEI, LLC, Corporate Parent Cal Flats Solar Holdco, LLC, Corporate Parent DBM Global, Inc., Corporate Parent CA Flats Solar 130, LLC, Corporate Parent CA Flats Solar 150, LLC for First Solar, Inc., a Delaware corporation. (Raimundo, Antonio) (Filed on 2/11/2019) (Entered: 02/11/2019)
02/11/2019	40	Corporate Disclosure Statement by First Solar, Inc., a Delaware corporation (Raimundo, Antonio) (Filed on 2/11/2019) (Entered: 02/11/2019)
02/11/2019	41	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options (Raimundo, Antonio) (Filed on 2/11/2019) (Entered: 02/11/2019)

02/11/2019	42	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options (Raimundo, Antonio) (Filed on 2/11/2019) (Entered: 02/11/2019)
02/11/2019	43	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options (Raimundo, Antonio) (Filed on 2/11/2019) (Entered: 02/11/2019)
02/11/2019	44	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options (Raimundo, Antonio) (Filed on 2/11/2019) (Entered: 02/11/2019)
02/11/2019	45	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options (Raimundo, Antonio) (Filed on 2/11/2019) (Entered: 02/11/2019)
04/11/2019	46	STIPULATION <i>to Extend Responsive Pleading Deadline</i> filed by California Compaction Corporation. (Shadur, Ellen) (Filed on 4/11/2019) (Entered: 04/11/2019)
04/11/2019	47	Certificate of Interested Entities by California Compaction Corporation (Shadur, Ellen) (Filed on 4/11/2019) (Entered: 04/11/2019)
04/11/2019	48	Corporate Disclosure Statement by California Compaction Corporation (Shadur, Ellen) (Filed on 4/11/2019) (Entered: 04/11/2019)
04/12/2019	49	ORDER APPROVING 46 STIPULATION TO EXTEND RESPONSIVE PLEADING DEADLINE FOR DEFENDANT CALIFORNIA COMPACTION CORPORATION. Signed by Judge Beth Labson Freeman on 4/12/2019. (blfc2S, COURT STAFF) (Filed on 4/12/2019) (Entered: 04/12/2019)
04/19/2019	50	ANSWER to Complaint (Notice of Removal) by California Compaction Corporation. (Shadur, Ellen) (Filed on 4/19/2019) Modified on 4/19/2019 (sfbS, COURT STAFF). (Entered: 04/19/2019)
04/19/2019	51	NOTICE by California Compaction Corporation re 1 Notice of Removal, <i>Consent to Removal of Action</i> (Shadur, Ellen) (Filed on 4/19/2019) (Entered: 04/19/2019)
05/16/2019	52	JOINT CASE MANAGEMENT STATEMENT filed by George Huerta. (Dion-Kindem, Peter) (Filed on 5/16/2019) Modified on 5/17/2019 (sfbS, COURT STAFF). (Entered: 05/16/2019)
05/16/2019	53	MOTION to Appear by Telephone <i>to the Case Management Conference</i> filed by George Huerta. (Attachments: # 1 Proposed Order Granting Request to Appear Telephonically to Case Management Conference)(Dion-Kindem, Peter) (Filed on 5/16/2019) (Entered: 05/16/2019)
05/17/2019	54	ORDER GRANTING 53 MOTION TO APPEAR TELEPHONICALLY AT CMC. Signed by Judge Beth Labson Freeman on 5/17/2019. (blfc3S, COURT STAFF) (Filed on 5/17/2019) (Entered: 05/17/2019)
05/21/2019	55	ADMINISTRATIVE MOTION to appear telephonically to the Case Management Conference filed by California Compaction Corporation. Responses due by 5/23/2019. (Attachments: # 1 Proposed Order)(Shadur, Ellen) (Filed on 5/21/2019) (Entered: 05/21/2019)
05/22/2019	56	ORDER GRANTING 55 MOTION TO APPEAR TELEPHONICALLY AT CMC. Signed by Judge Beth Labson Freeman on 5/22/2019. (blfc3S, COURT STAFF) (Filed on 5/22/2019) (Entered: 05/22/2019)
05/22/2019	57	NOTICE of Change In Counsel by Stephanie TaiHsin Yang (Yang, Stephanie) (Filed on 5/22/2019) (Entered: 05/22/2019)
05/22/2019	58	NOTICE of Appearance by Stephanie TaiHsin Yang (Yang, Stephanie) (Filed on 5/22/2019) (Entered: 05/22/2019)

05/23/2019	59	<p>Minute Entry for proceedings held before Judge Beth Labson Freeman: Initial Case Management Conference held on 5/23/2019.</p> <p>A forthcoming Case Management Order will memorialize all relevant information, deadlines, and rulings from the Conference.</p> <p>FTR Time: 11:00 - 11:18.</p> <p>Plaintiff Attorney: Lonnie Blanchard, Peter Dion-Kindem via Courtcall.</p> <p>Defendant Attorney: Ellen Shadur via Courtcall. Shannon Nakabayashi.</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (tshS, COURT STAFF) (Date Filed: 5/23/2019) (Entered: 05/23/2019)</p>
05/23/2019	60	<p>CASE MANAGEMENT ORDER: Last Day to Hear Class Certification Motion set for 6/25/2020 09:00 AM; Class Certification Motion due by 4/10/2020, Responses due by 5/29/2020, Replies due by 6/12/2020. Last Day to Hear Dispositive Motions set for 4/8/2021 09:00 AM. Final Pretrial Conference set for 8/19/2021 01:30 PM. Jury Selection set for 9/24/2021, 9/27/2021 09:00 AM. Jury Trial set for 9/27/2021, 9/28/2021, 9/29/2021, 9/30/2021, 10/1/2021, 10/4/2021, 10/5/2021, 10/6/2021, 10/7/2021, 10/8/2021 09:00 AM in San Jose, Courtroom 3, 5th Floor before Judge Beth Labson Freeman.</p> <p>Signed by Judge Beth Labson Freeman on 5/23/2019. (tshS, COURT STAFF) (Filed on 5/23/2019) (Entered: 05/23/2019)</p>
06/03/2019	61	<p>STIPULATION and Proposed Order selecting Private ADR by George Huerta filed by George Huerta. (Dion-Kindem, Peter) (Filed on 6/3/2019) (Entered: 06/03/2019)</p>
06/04/2019	62	<p>ORDER GRANTING 61 STIPULATION SELECTING ADR PROCESS. Signed by Judge Beth Labson Freeman on 6/4/2019. (blflc3S, COURT STAFF) (Filed on 6/4/2019) (Entered: 06/04/2019)</p>
06/18/2019	63	<p>NOTICE by California Compaction Corporation <i>Notice of Unavailability of Counsel (June 2019)</i> (Shadur, Ellen) (Filed on 6/18/2019) (Entered: 06/18/2019)</p>
06/18/2019	64	<p>NOTICE by California Compaction Corporation <i>Notice of Unavailability of Counsel [August 2019]</i> (Shadur, Ellen) (Filed on 6/18/2019) (Entered: 06/18/2019)</p>
12/05/2019	65	<p>NOTICE of Substitution of Counsel by Daphne Mary Anneet (Anneet, Daphne) (Filed on 12/5/2019) (Entered: 12/05/2019)</p>
12/05/2019	66	<p>ORDER APPROVING 65 SUBSTITUTION OF ATTORNEY. Signed by Judge Beth Labson Freeman on 12/5/2019. (blflc3S, COURT STAFF) (Filed on 12/5/2019) (Entered: 12/05/2019)</p>
03/27/2020	67	<p>STIPULATION WITH PROPOSED ORDER filed by CA Flats Solar 130, LLC, a Delaware Limited Liability Company, CA Flats Solar 150, LLC, a Delaware Limited Liability Company, CSI Electrical Contractors, Inc., Cal Flats Solar CEI, LLC, a Delaware Limited Liability Company, Cal Flats Solar Holdco, LLC, a Delaware Limited Liability Company, California Flats Solar, LLC, a Delaware Limited Liability Company, First Solar, Inc., a Delaware corporation. (Yang, Stephanie) (Filed on 3/27/2020) (Entered: 03/27/2020)</p>
03/30/2020	68	<p>STIPULATION WITH PROPOSED ORDER re 60 Case Management Scheduling Order,,, Set Hearings,,, Set Deadlines,,, filed by George Huerta. (Dion-Kindem, Peter) (Filed on 3/30/2020) (Entered: 03/30/2020)</p>
03/30/2020	69	<p>STIPULATION AND ORDER FOR DISMISSAL OF FIRST SOLAR, INC. AND FIRST SOLAR ENTITIES ONLY (GRANTING 67). Signed by Judge Beth Labson Freeman on 3/30/2020. (blflc3S, COURT STAFF) (Filed on 3/30/2020) (Entered: 03/30/2020)</p>

03/30/2020	70	ORDER REGARDING MOTION FOR CLASS CERTIFICATION DEADLINES (RE: Stipulation 68). Signed by Judge Beth Labson Freeman on 3/30/2020. (blflc3S, COURT STAFF) (Filed on 3/30/2020) (Entered: 03/30/2020)
06/24/2020	71	NOTICE by George Huerta <i>re settlement between Plaintiff and Defendants Milco National Constructors, Inc. and California Compaction Corporation</i> (Dion-Kindem, Peter) (Filed on 6/24/2020) (Entered: 06/24/2020)
06/25/2020	72	ORDER APPROVING NOTICE OF SETTLEMENT 71 . Signed by Judge Beth Labson Freeman on 6/25/2020. (blflc3S, COURT STAFF) (Filed on 6/25/2020) (Entered: 06/25/2020)
06/29/2020	73	Proposed Order <i>Consent Order Granting Substitution of Attorney</i> by Milco National Constructors, Inc.. (Bowles, James) (Filed on 6/29/2020) (Entered: 06/29/2020)
06/30/2020	74	ORDER GRANTING 73 SUBSTITUTION OF COUNSEL BY MILCO NATIONAL CONSTRUCTORS, INC. Signed by Judge Beth Labson Freeman on 6/30/2020. (blflc3S, COURT STAFF) (Filed on 6/30/2020) (Entered: 06/30/2020)
07/08/2020	75	NOTICE of Substitution of Counsel by Daniel B. Chammas (Chammas, Daniel) (Filed on 7/8/2020) (Entered: 07/08/2020)
07/09/2020	76	ORDER APPROVING SUBSTITUTION OF COUNSEL 75 . Signed by Judge Beth Labson Freeman on 7/9/2020. (blflc3S, COURT STAFF) (Filed on 7/9/2020) (Entered: 07/09/2020)
07/22/2020	77	NOTICE of Appearance by Melissa Michelle Cowan , <i>Counsel for Defendant California Compaction Corporation</i> (Cowan, Melissa) (Filed on 7/22/2020) (Entered: 07/22/2020)
08/17/2020	78	MOTION for Preliminary Approval of Class Action Settlement filed by George Huerta. Motion Hearing set for 10/29/2020 09:00 AM in San Jose, Courtroom 3, 5th Floor before Judge Beth Labson Freeman. Responses due by 8/31/2020. Replies due by 9/8/2020. (Attachments: # 1 MPA in Support of Motion for Preliminary Approval of Class Action Settlement, # 2 Declaration of Peter R. Dion-Kindem, # 3 Declaration of Lonnie C. Blanchard, III, # 4 Declaration of George Huerta)(Dion-Kindem, Peter) (Filed on 8/17/2020) (Entered: 08/17/2020)
08/17/2020	79	MOTION for Joinder <i>NOTICE OF JOINDER OF DEFENDANT MILCO NATIONAL CONSTRUCTORS, INC. IN PLAINTIFFS MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT</i> filed by Milco National Constructors, Inc.. (Bowles, James) (Filed on 8/17/2020) (Entered: 08/17/2020)
08/31/2020	80	OPPOSITION/RESPONSE (re 78 MOTION for Preliminary Approval of Class Action Settlement) filed by CSI Electrical Contractors, Inc.. (Attachments: # 1 Declaration of Daniel Chammas, # 2 Declaration of Jack McGinley)(Chammas, Daniel) (Filed on 8/31/2020) (Entered: 08/31/2020)
08/31/2020	81	MOTION for Joinder filed by California Compaction Corporation. (Cowan, Melissa) (Filed on 8/31/2020) (Entered: 08/31/2020)
09/01/2020	82	MOTION to Certify Class filed by George Huerta. Motion Hearing set for 1/21/2021 09:00 AM in San Jose, Courtroom 3, 5th Floor before Judge Beth Labson Freeman. Responses due by 10/20/2020. Replies due by 11/10/2020. (Attachments: # 1 Memorandum in Support of Motion to Certify Class, # 2 Declaration of Peter R. Dion-Kindem, # 3 Declaration of Lonnie C. Blanchard, III, # 4 Trial Plan, # 5 Declaration of George Huerta, # 6 Declaration of Kevin Clarno, # 7 Declaration of Bryan Nungaray, # 8 Declaration of Darrell Love, # 9 Declaration of Juan Martinez, # 10 Declaration of Javier Guzman, # 11 Declaration of Derrious Browning, # 12 Declaration of Mark Garcia, # 13

		Declaration of Rafael Jimenez)(Dion-Kindem, Peter) (Filed on 9/1/2020) (Entered: 09/01/2020)
09/01/2020	83	ORDER STRIKING PLAINTIFF'S MOTION FOR CLASS CERTIFICATION WITH LEAVE TO REFILE ON OR BEFORE SEPTEMBER 4, 2020. Signed by Judge Beth Labson Freeman on 9/1/2020. (blflc3S, COURT STAFF) (Filed on 9/1/2020) (Entered: 09/01/2020)
09/02/2020	84	Brief re 82 MOTION to Certify Class , 83 Order filed byGeorge Huerta. (Attachments: # 1 Amended Memorandum in Support of Class Certification)(Related document(s) 82 , 83) (Dion-Kindem, Peter) (Filed on 9/2/2020) (Entered: 09/02/2020)
09/04/2020	85	REPLY (re 78 MOTION for Preliminary Approval of Class Action Settlement) <i>REPLY OF DEFENDANT MILCO NATIONAL CONSTRUCTORS, INC.S IN SUPPORT OF PLAINTIFFS MOTION FOR APPROVAL OF CLASS ACTION SETTLEMENT</i> filed byMilco National Constructors, Inc.. (Attachments: # 1 Declaration DECLARATION OF JAMES BOWLES IN SUPPORT OF PLAINTIFFS MOTION FOR APPROVAL OF CLASS ACTION SETTLEMENT)(Bowles, James) (Filed on 9/4/2020) (Entered: 09/04/2020)
09/08/2020	86	Joinder re 85 Reply to Opposition/Response, by George Huerta. (Dion-Kindem, Peter) (Filed on 9/8/2020) (Entered: 09/08/2020)
09/08/2020	87	MOTION for Joinder <i>in Defendant Milco National Constructors, Inc.'s Reply in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement AND Further Reply in Support of Motion for Preliminary Approval of the Settlement</i> filed by California Compaction Corporation. (Cowan, Melissa) (Filed on 9/8/2020) (Entered: 09/08/2020)
09/08/2020	88	Joinder re 87 MOTION for Joinder <i>in Defendant Milco National Constructors, Inc.'s Reply in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement AND Further Reply in Support of Motion for Preliminary Approval of the Settlement</i> by George Huerta. (Dion-Kindem, Peter) (Filed on 9/8/2020) (Entered: 09/08/2020)
09/14/2020	89	MOTION for Judgment on the Pleadings filed by CSI Electrical Contractors, Inc.. Motion Hearing set for 2/2/2021 09:00 AM in San Jose, Courtroom 3, 5th Floor before Judge Beth Labson Freeman. Responses due by 9/28/2020. Replies due by 10/5/2020. (Attachments: # 1 Proposed Order)(Chammas, Daniel) (Filed on 9/14/2020) (Entered: 09/14/2020)
09/14/2020	90	Request for Judicial Notice re 89 MOTION for Judgment on the Pleadings filed byCSI Electrical Contractors, Inc.. (Related document(s) 89) (Chammas, Daniel) (Filed on 9/14/2020) (Entered: 09/14/2020)
09/15/2020	91	ORDER DIRECTING PARTIES TO SUBMIT CHAMBERS COPIES. Signed by Judge Beth Labson Freeman on 9/15/2020. (blflc4S, COURT STAFF) (Filed on 9/15/2020) (Entered: 09/15/2020)
09/21/2020	92	CLERK'S NOTICE RESETTING MOTION HEARING as to 89 MOTION for Judgment on the Pleadings . Motion Hearing reset for 2/25/2021 09:00 AM in San Jose, Courtroom 3, 5th Floor before Judge Beth Labson Freeman. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (tshS, COURT STAFF) (Filed on 9/21/2020) (Entered: 09/21/2020)
09/28/2020	93	OPPOSITION/RESPONSE (re 89 MOTION for Judgment on the Pleadings) filed byGeorge Huerta. (Dion-Kindem, Peter) (Filed on 9/28/2020) (Entered: 09/28/2020)
10/05/2020	94	REPLY (re 89 MOTION for Judgment on the Pleadings) filed byCSI Electrical Contractors, Inc.. (Chammas, Daniel) (Filed on 10/5/2020) (Entered: 10/05/2020)

10/05/2020	95	Request for Judicial Notice re 94 Reply to Opposition/Response filed by CSI Electrical Contractors, Inc.. (Related document(s) 94) (Chammas, Daniel) (Filed on 10/5/2020) (Entered: 10/05/2020)
10/07/2020	96	OBJECTIONS to re 95 Request for Judicial Notice by George Huerta. (Dion-Kindem, Peter) (Filed on 10/7/2020) (Entered: 10/07/2020)
10/20/2020	97	OPPOSITION/RESPONSE (re 82 MOTION to Certify Class) filed by CSI Electrical Contractors, Inc.. (Attachments: # 1 Declaration of Daniel Chammas, # 2 Declaration of Keith Mendes, # 3 Declaration of Amy Arnold, # 4 Declaration of Christopher J. Bundy, # 5 Declaration of Christopher Padilla, # 6 Declaration of Crystal Avery-Drain, # 7 Declaration of Edward J. Cerda, # 8 Declaration of Fredrick Armas, # 9 Declaration of Gabriel Ibarra, # 10 Declaration of Huge Glenn Williamson, # 11 Declaration John Cain, # 12 Declaration of Juan Rojas, # 13 Declaration Lisa Galero, # 14 Declaration Luis B. Nuno, # 15 Declaration of Manuel Garcia, # 16 Declaration of Mark Livas, # 17 Declaration Omar Orozco-Perez, # 18 Declaration Phillipe Miccoli, # 19 Declaration Shannon McKeirnan, # 20 Declaration Steven Hall, # 21 Declaration Steve Lemm) (Chammas, Daniel) (Filed on 10/20/2020) (Entered: 10/20/2020)
10/22/2020	98	<p>CLERK'S NOTICE CONVERTING MOTION HEARING ON 10/29/2020 TO ZOOM WEBINAR.</p> <p>Motion Hearing as to 78 MOTION for Preliminary Approval of Class Action Settlement . Hearing set for 10/29/2020 09:00 AM in San Jose, Courtroom 3, 5th Floor before Judge Beth Labson Freeman will be held via a Zoom webinar.</p> <p>Webinar Access: All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/blf</p> <p>Court Appearances: Advanced notice is required of counsel or parties who wish to be identified by the court as making an appearance or will be participating in the argument at the hearing. A list of names and emails must be sent to the CRD at blfcrd@cand.uscourts.gov no later than October 28, 2020 at 2:00 PM PST.</p> <p>General Order 58. Persons granted access to court proceedings held by telephone or videoconference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited.</p> <p>Zoom Guidance and Setup: https://www.cand.uscourts.gov/zoom/.</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (tshS, COURT STAFF) (Filed on 10/22/2020) (Entered: 10/22/2020)</p>
10/23/2020	99	ORDER DIRECTING PLAINTIFF TO REFILE COMPLAINT DUE TO TECHNICAL PROBLEMS. Signed by Judge Beth Labson Freeman on 10/23/2020. (blflc4S, COURT STAFF) (Filed on 10/23/2020) (Entered: 10/23/2020)
10/23/2020	100	NOTICE of Appearance by Min Kyung Kim (Kim, Min) (Filed on 10/23/2020) (Entered: 10/23/2020)
10/23/2020	101	NOTICE by George Huerta re 99 Order <i>Requesting Plaintiff to refile Complaint</i> (Dion-Kindem, Peter) (Filed on 10/23/2020) (Entered: 10/23/2020)
10/27/2020	102	STIPULATION WITH PROPOSED ORDER (<i>Re Protective Order</i>) filed by CSI Electrical Contractors, Inc.. (Chammas, Daniel) (Filed on 10/27/2020) (Entered: 10/27/2020)

10/29/2020	103	STIPULATED PROTECTIVE ORDER by Judge Susan van Keulen granting 102 Stipulation . (svklc2S, COURT STAFF) (Filed on 10/29/2020) (Entered: 10/29/2020)
10/29/2020	104	Minute Entry for proceedings held before Judge Beth Labson Freeman: Motion Hearing held on 10/29/2020 re 78 MOTION for Preliminary Approval of Class Action Settlement filed by George Huerta. Final Approval Hearing set for 4/8/2021 09:00 AM in San Jose, Courtroom 3, 5th Floor before Judge Beth Labson Freeman. Total Time in Court: 36 Minutes. Court Reporter: Summer Fisher. Plaintiff Attorney: Lonnie Blachard via Zoom Webinar. Defendant Attorney: James Bowles, Daniel Chammas, Melissa Cowan via Zoom Webinar. (This is a text-only entry generated by the court. There is no document associated with this entry.) (tshS, COURT STAFF) (Date Filed: 10/29/2020) (Entered: 10/30/2020)
11/10/2020	105	REPLY (re 82 MOTION to Certify Class) filed by George Huerta. (Dion-Kindem, Peter) (Filed on 11/10/2020) (Entered: 11/10/2020)
11/18/2020	106	ORDER DIRECTING PLAINTIFF TO FILE AMENDED SETTLEMENT AGREEMENT. Signed by Judge Beth Labson Freeman on 11/17/2020. (blflc4S, COURT STAFF) (Filed on 11/18/2020) (Entered: 11/18/2020)
11/18/2020	107	Proposed Order re 106 Order, 104 Motion Hearing, Set Hearings by George Huerta. (Dion-Kindem, Peter) (Filed on 11/18/2020) Modified on 11/19/2020 (sfbS, COURT STAFF). (Entered: 11/18/2020)
11/19/2020	108	ORDER GRANTING 78 MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT WITH DEFENDANTS MILCO NATIONAL CONSTRUCTORS, INC. AND CALIFORNIA COMPACTION CORPORATION; GRANTING JOINDERS 79 81 87 . Signed by Judge Beth Labson Freeman on 11/19/2020. (blflc4S, COURT STAFF) (Filed on 11/19/2020) (Entered: 11/19/2020)
12/16/2020	109	NOTICE by CSI Electrical Contractors, Inc. [<i>Notice of Ruling</i>] (Chammas, Daniel) (Filed on 12/16/2020) (Entered: 12/16/2020)
01/15/2021	110	CLERKS NOTICE CONVERTING MOTION HEARING TO ZOOM WEBINAR. Motion Hearing as to 82 MOTION to Certify Class set for 1/21/2021 09:00 AM before Judge Beth Labson Freeman will be held via a Zoom webinar. Webinar Access: All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/blf Court Appearances: Advanced notice is required of counsel or parties who wish to be identified by the court as making an appearance or will be participating in the argument at the hearing. A list of names and emails must be sent to the CRD at blferd@cand.uscourts.gov no later than January 20, 2021 at 9:00 AM PST. General Order 58. Persons granted access to court proceedings held by telephone or videoconference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited. Zoom Guidance and Setup: https://www.cand.uscourts.gov/zoom/ . <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (tshS, COURT STAFF) (Filed on 1/15/2021) (Entered: 01/15/2021)

01/19/2021	111	ORDER DIRECTING COUNSEL BE PREPARED TO DISCUSS STAYED CLAIMS IN DURHAM V. SACHS ELECTRIC COMPANY, ET AL., NO. 18-4506. Signed by Judge Beth Labson Freeman on 1/19/2021. (blflc4S, COURT STAFF) (Filed on 1/19/2021) (Entered: 01/19/2021)
01/21/2021	112	Minute Entry for proceedings held before Judge Beth Labson Freeman: Motion Hearing held on 1/21/2021 re 82 MOTION to Certify Class filed by George Huerta. Total Time in Court: 1:06. Court Reporter: Summer Fisher. Plaintiff Attorney: Peter Dion-Kindem, Lonnie Blanchard via Zoom Webinar. Defendant Attorney: Daniel Chammas via Zoom Webinar. (This is a text-only entry generated by the court. There is no document associated with this entry.) (tshS, COURT STAFF) (Date Filed: 1/21/2021) (Entered: 01/22/2021)
02/19/2021	113	CLERKS NOTICE CONVERTING MOTION HEARING TO ZOOM WEBINAR. Motion Hearing as to 89 MOTION for Judgment on the Pleadings set for 2/25/2021 09:00 AM before Judge Beth Labson Freeman will be held via a Zoom webinar. Webinar Access: All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/blf Court Appearances: Advanced notice is required of counsel or parties who wish to be identified by the court as making an appearance or will be participating in the argument at the hearing. A list of names and emails must be sent to the CRD at blfcrd@cand.uscourts.gov no later than February 24, 2021 at 2:00 PM PST. General Order 58. Persons granted access to court proceedings held by telephone or videoconference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited. Zoom Guidance and Setup: https://www.cand.uscourts.gov/zoom/. (This is a text-only entry generated by the court. There is no document associated with this entry.) (tshS, COURT STAFF) (Filed on 2/19/2021) (Entered: 02/19/2021)
02/25/2021	114	Minute Entry for proceedings held before Judge Beth Labson Freeman: Motion Hearing held on 2/25/2021 re 89 MOTION for Judgment on the Pleadings filed by CSI Electrical Contractors, Inc. Oral argument heard, the Court takes the matters under submission. Written Order to be Issued. Total Time in Court: 9:00 - 9:22 (22 Minutes). Court Reporter: Summer Fisher. Plaintiff Attorney: Peter Dion-Kindem via Zoom Webinar. Defendant Attorney: Daniel Chammas via Zoom Webinar. (This is a text-only entry generated by the court. There is no document associated with this entry.) (tshS, COURT STAFF) (Date Filed: 2/25/2021) (Entered: 02/25/2021)
02/25/2021	115	ORDER DENYING REQUESTS FOR JUDICIAL NOTICE AND DENYING 89 MOTION FOR JUDGMENT ON THE PLEADINGS WITHOUT PREJUDICE. Signed by Judge Beth Labson Freeman on 2/25/2021.(blflc4S, COURT STAFF) (Filed on 2/25/2021) (Entered: 02/25/2021)
03/04/2021	116	MOTION for Partial Summary Judgment filed by CSI Electrical Contractors, Inc.. Motion Hearing set for 4/8/2021 09:00 AM before Judge Beth Labson Freeman. Responses due by 3/18/2021. Replies due by 3/25/2021. (Attachments: # 1 Declaration of

		Amy Arnold, # 2 Declaration of Daniel Chammas, # 3 Proposed Order)(Chammas, Daniel) (Filed on 3/4/2021) (Entered: 03/04/2021)
03/11/2021	117	MOTION for Attorney Fees <i>and Final Approval</i> filed by George Huerta. Motion Hearing set for 4/8/2021 09:00 AM in San Jose, Courtroom 3, 5th Floor before Judge Beth Labson Freeman. Responses due by 3/25/2021. Replies due by 4/1/2021. (Attachments: # 1 Declaration of Peter R. Dion-Kindem, # 2 Declaration of Lonnie C. Blanchard, III, # 3 Declaration of Meagan Brunner)(Dion-Kindem, Peter) (Filed on 3/11/2021) (Entered: 03/11/2021)
03/11/2021	118	ORDER DIRECTING PLAINTIFF TO FILE A PROPOSED ORDER. Signed by Judge Beth Labson Freeman on 3/11/2021. (blflc4S, COURT STAFF) (Filed on 3/11/2021) (Entered: 03/11/2021)
03/12/2021	119	ORDER GRANTING 82 84 MOTION FOR CLASS CERTIFICATION. Signed by Judge Beth Labson Freeman on 3/12/2021.(blflc4S, COURT STAFF) (Filed on 3/12/2021) (Entered: 03/12/2021)
03/12/2021	120	TRANSCRIPT ORDER for proceedings held on 1/21/2021 before Judge Beth Labson Freeman by George Huerta, for Court Reporter Summer Fisher. (Dion-Kindem, Peter) (Filed on 3/12/2021) (Entered: 03/12/2021)
03/15/2021	121	Proposed Order re 117 MOTION for Attorney Fees <i>and Final Approval</i> , 118 Order by George Huerta. (Dion-Kindem, Peter) (Filed on 3/15/2021) (Entered: 03/15/2021)
03/15/2021	122	Transcript of Proceedings held on 01/21/2021, before Judge Beth Labson Freeman. Court Reporter/Transcriber Summer Fisher, telephone number 408-288-6150 summer_fisher@cand.uscourts.gov. Per General Order No. 59 and Judicial Conference policy, this transcript may be viewed only at the Clerk's Office public terminal or may be purchased through the Court Reporter/Transcriber until the deadline for the Release of Transcript Restriction. After that date it may be obtained through PACER. Any Notice of Intent to Request Redaction, if required, is due no later than 5 business days from date of this filing. (Re 120 Transcript Order) Redaction Request due 4/5/2021. Redacted Transcript Deadline set for 4/15/2021. Release of Transcript Restriction set for 6/14/2021. (Related documents(s) 120) (Fisher, Summer) (Filed on 3/15/2021) (Entered: 03/15/2021)
03/17/2021	123	STIPULATION WITH PROPOSED ORDER re 119 Order on Motion to Certify Class filed by George Huerta. (Dion-Kindem, Peter) (Filed on 3/17/2021) (Entered: 03/17/2021)
03/17/2021	124	TRANSCRIPT ORDER for proceedings held on 1/21/2021 before Judge Beth Labson Freeman by CSI Electrical Contractors, Inc., for Court Reporter Summer Fisher. (Kim, Min) (Filed on 3/17/2021) (Entered: 03/17/2021)
03/18/2021	125	STIPULATION WITH PROPOSED ORDER re 119 Order on Motion to Certify Class filed by George Huerta. (Attachments: # 1 Proposed Order Modifying Class Certification Order)(Dion-Kindem, Peter) (Filed on 3/18/2021) (Entered: 03/18/2021)
03/18/2021	126	ORDER EXTENDING TIME TO FILE NOTICE PLAN. Signed by Judge Beth Labson Freeman on 3/18/2021.(blflc4S, COURT STAFF) (Filed on 3/18/2021) (Entered: 03/18/2021)
03/18/2021	127	ORDER GRANTING 125 STIPULATION TO MODIFY CLASS CERTIFICATION ORDER. Signed by Judge Beth Labson Freeman on 3/18/2021. (blflc4S, COURT STAFF) (Filed on 3/18/2021) (Entered: 03/18/2021)
03/18/2021	128	OPPOSITION/RESPONSE (re 116 MOTION for Partial Summary Judgment) filed by George Huerta. (Attachments: # 1 Declaration of Peter R. Dion-Kindem, # 2

		Declaration of George Huerta, # 3 Declaration of Kevin Clarno, # 4 Declaration of Eric Tucker, # 5 Declaration of Mark Garcia)(Dion-Kindem, Peter) (Filed on 3/18/2021) (Entered: 03/18/2021)
03/18/2021	129	Request for Judicial Notice re 128 Opposition/Response to Motion, filed by George Huerta. (Related document(s) 128) (Dion-Kindem, Peter) (Filed on 3/18/2021) (Entered: 03/18/2021)
03/25/2021	130	REPLY (re 116 MOTION for Partial Summary Judgment) filed by CSI Electrical Contractors, Inc.. (Attachments: # 1 Declaration of Daniel Chammas, # 2 Declaration of Keith Mendes)(Chammas, Daniel) (Filed on 3/25/2021) (Entered: 03/25/2021)
03/29/2021	131	ORDER VACATING HEARING ON MOTION FOR PARTIAL SUMMARY JUDGMENT. Signed by Judge Beth Labson Freeman on 3/29/2021. (blflc4S, COURT STAFF) (Filed on 3/29/2021) (Entered: 03/29/2021)
03/29/2021	132	OBJECTIONS to re 130 Reply to Opposition/Response by George Huerta. (Dion-Kindem, Peter) (Filed on 3/29/2021) (Entered: 03/29/2021)
03/29/2021	133	USCA Case Number 21-80029. FILED ON 03/26/2021 PETITION FOR PERMISSION TO APPEAL PURSUANT TO RULE 23(f). SERVED ON 03/26/2021. (sfbS, COURT STAFF) (Filed on 3/29/2021) (Entered: 03/29/2021)
03/29/2021	134	STIPULATION WITH PROPOSED ORDER re 119 Order on Motion to Certify Class filed by George Huerta. (Attachments: # 1 Proposed Order)(Dion-Kindem, Peter) (Filed on 3/29/2021) (Entered: 03/29/2021)
03/30/2021	135	ORDER GRANTING 134 JOINT STIPULATION FOR ORDER CLARIFYING CLASS CERTIFICATION ORDER. Signed by Judge Beth Labson Freeman on 3/30/2021.(blflc4S, COURT STAFF) (Filed on 3/30/2021) (Entered: 03/30/2021)
03/31/2021	136	ORDER of USCA. Petitioners request to voluntarily withdraw this petition (Docket Entry No. 2) is granted. This petition is withdrawn. (sfbS, COURT STAFF) (Filed on 3/31/2021) (Entered: 04/02/2021)
04/02/2021	137	<p>CLERKS NOTICE CONVERTING MOTION HEARING TO ZOOM WEBINAR HEARING. Motion for Attorney Fees and Final Approval 117 set for 4/8/2021 09:00 AM before Judge Beth Labson Freeman will be held via a Zoom webinar.</p> <p>Webinar Access: All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/blf</p> <p>Court Appearances: Advanced notice is required of counsel or parties who wish to be identified by the court as making an appearance or will be participating in the argument at the hearing. A list of names and emails must be sent to the CRD at blferd@cand.uscourts.gov no later than April 6, 2021 at 2:00 PM PST.</p> <p>General Order 58. Persons granted access to court proceedings held by telephone or videoconference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited.</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (tshS, COURT STAFF) (Filed on 4/2/2021) (Entered: 04/02/2021)</p>
04/08/2021	139	FINAL APPROVAL ORDER AS TO SETTLEMENT WITH DEFENDANTS MILCO NATIONAL CONSTRUCTORS, INC. AND CALIFORNIA

		COMPACTION CORPORATION. Signed by Judge Beth Labson Freeman on 4/8/2021.(blflc4S, COURT STAFF) (Filed on 4/8/2021) (Entered: 04/08/2021)
04/08/2021	140	JUDGMENT AS TO DEFENDANTS MILCO NATIONAL CONSTRUCTORS, INC. AND CALIFORNIA COMPACTION CORPORATION. Signed by Judge Beth Labson Freeman on 4/8/2021. (blflc4S, COURT STAFF) (Filed on 4/8/2021) (Entered: 04/08/2021)
04/08/2021	138	Minute Entry for proceedings held before Judge Beth Labson Freeman: Motion Hearing held on 4/8/2021. Total Time in Court: 9:00 - 9:14 (14 Minutes). Court Reporter: Lee-Anne Shortridge. Plaintiff Attorney: Peter Dion-Kindem via Zoom Webinar. Defendant Attorney: Melissa Cowan, James Bowles via Zoom Webinar. (This is a text-only entry generated by the court. There is no document associated with this entry.) (tshS, COURT STAFF) (Date Filed: 4/8/2021) (Entered: 04/12/2021)
04/28/2021	141	ORDER GRANTING 116 MOTION FOR PARTIAL SUMMARY JUDGMENT. Signed by Judge Beth Labson Freeman on 4/28/2021.(blflc4S, COURT STAFF) (Filed on 4/28/2021) (Entered: 04/28/2021)
04/28/2021	142	ORDER ON REMAINING ISSUES AND SETTLEMENT CONFERENCE. Signed by Judge Beth Labson Freeman on 4/28/2021. (blflc4S, COURT STAFF) (Filed on 4/28/2021) (Entered: 04/28/2021)
05/03/2021	143	STATUS REPORT <i>re Remaining Claims</i> by George Huerta. (Dion-Kindem, Peter) (Filed on 5/3/2021) (Entered: 05/03/2021)
05/26/2021	144	STIPULATION WITH PROPOSED ORDER <i>Requesting Status Conference regarding Disagreement over Class Notice</i> filed by George Huerta. (Dion-Kindem, Peter) (Filed on 5/26/2021) (Entered: 05/26/2021)
05/26/2021	145	ORDER GRANTING 144 STIPULATION AND SETTING CASE MANAGEMENT CONFERENCE FOR JUNE 3, 2021 AT 10:30AM. Signed by Judge Beth Labson Freeman on 5/26/2021.(blflc4S, COURT STAFF) (Filed on 5/26/2021) (Entered: 05/26/2021)
05/26/2021		Set Case Management Conference re 145 Order on Stipulation. Case Management Conference set for 6/3/2021 10:30 AM in San Jose, Courtroom 3, 5th Floor. (tshS, COURT STAFF) (Filed on 5/26/2021) (Entered: 05/26/2021)
05/27/2021	146	CLERK'S NOTICE CONVERTING CASE MANAGEMENT CONFERENCE TO ZOOM WEBINAR. Case Management conference set for 6/3/2021 10:30 AM before Judge Beth Labson Freeman will be held via Zoom Webinar. Webinar Access: All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/blf Court Appearances: Advanced notice is required of counsel or parties who wish to be identified by the court as making an appearance or will be participating in the argument at the hearing. A list of names and emails must be sent to the CRD at blfcrd@cand.uscourts.gov no later than June 1, 2021 at 2:00 PM. General Order 58. Persons granted access to court proceedings held by telephone or videoconference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited.

		<p>Zoom Guidance and Setup: https://www.cand.uscourts.gov/zoom/.</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (tshS, COURT STAFF) (Filed on 5/27/2021) (Entered: 05/27/2021)</p>
05/27/2021	147	<p>CLERK'S NOTICE RESETTING TIME OF CASE MANAGEMENT CONFERENCE.Case Management Conference on 6/3/2021 before Judge Beth Labson Freeman reset to 11:00 AM.</p> <p><i>(Related documents(s) 146) (This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (tshS, COURT STAFF) (Filed on 5/27/2021) (Entered: 05/27/2021)</p>
06/03/2021	148	<p>Minute Entry for proceedings held before Judge Beth Labson Freeman: Further Case Management Conference held on 6/3/2021.</p> <p>FTR Time: 11:22 - 11:46.</p> <p>Plaintiff Attorney: Peter Dion-Kindem, Lonnie Blanchard via Zoom Webinar.</p> <p>Defendant Attorney: Daniel Chammas via Zoom Webinar.</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (tshS, COURT STAFF) (Date Filed: 6/3/2021) (Entered: 06/03/2021)</p>
06/08/2021	149	<p>Second MOTION for Partial Summary Judgment filed by CSI Electrical Contractors, Inc.. Motion Hearing set for 11/18/2021 09:00 AM in San Jose, Courtroom 3, 5th Floor before Judge Beth Labson Freeman. Responses due by 6/22/2021. Replies due by 6/29/2021. (Attachments: # 1 Declaration of Daniel Chammas, # 2 Declaration of Amy Arnold, # 3 Proposed Order)(Chammas, Daniel) (Filed on 6/8/2021) (Entered: 06/08/2021)</p>
06/22/2021	150	<p>OPPOSITION/RESPONSE (re 149 Second MOTION for Partial Summary Judgment) filed byGeorge Huerta. (Attachments: # 1 Declaration of Peter R. Dion-Kindem)(Dion-Kindem, Peter) (Filed on 6/22/2021) (Entered: 06/22/2021)</p>
06/22/2021	151	<p>Request for Judicial Notice re 150 Opposition/Response to Motion filed byGeorge Huerta. (Related document(s) 150) (Dion-Kindem, Peter) (Filed on 6/22/2021) (Entered: 06/22/2021)</p>
06/23/2021	152	<p>REPLY (re 149 Second MOTION for Partial Summary Judgment) filed byCSI Electrical Contractors, Inc.. (Chammas, Daniel) (Filed on 6/23/2021) (Entered: 06/23/2021)</p>
06/25/2021	153	<p>ORDER GRANTING 149 SECOND MOTION FOR PARTIAL SUMMARY JUDGMENT. Signed by Judge Beth Labson Freeman on 6/25/2021.(blflc4S, COURT STAFF) (Filed on 6/25/2021) (Entered: 06/25/2021)</p>
07/01/2021	154	<p>STATUS REPORT by George Huerta. (Dion-Kindem, Peter) (Filed on 7/1/2021) (Entered: 07/01/2021)</p>
07/01/2021	155	<p>ORDER ON TRIAL DATES AND SETTING CASE MANAGEMENT CONFERENCE FOR JULY 15, 2021 AT 11AM. Signed by Judge Beth Labson Freeman on 7/1/2021. (blflc4S, COURT STAFF) (Filed on 7/1/2021) (Entered: 07/01/2021)</p>
07/02/2021	156	<p>CLERKS NOTICE SETTING CASE MANAGEMENT CONFERENCE BY ZOOM WEBINAR. Case Management Conference set for 7/15/2021 11:00 AM before Judge Beth Labson Freeman will be held via a Zoom webinar.</p> <p>Webinar Access: All counsel, members of the public, and media may access the webinar information at https://www.cand.uscourts.gov/blf</p>

		<p>Court Appearances: Advanced notice is required of counsel or parties who wish to be identified by the court as making an appearance or will be participating in the argument at the hearing. A list of names and emails must be sent to the CRD at blferd@cand.uscourts.gov no later than July 13, 2021 at 2:00 PM.</p> <p>General Order 58. Persons granted access to court proceedings held by telephone or videoconference are reminded that photographing, recording, and rebroadcasting of court proceedings, including screenshots or other visual copying of a hearing, is absolutely prohibited.</p> <p>Zoom Guidance and Setup: https://www.cand.uscourts.gov/zoom/.</p> <p>(Related documents(s) 155) (This is a text-only entry generated by the court. There is no document associated with this entry.) (tshS, COURT STAFF) (Filed on 7/2/2021) (Entered: 07/02/2021)</p>
07/14/2021	157	STIPULATION WITH PROPOSED ORDER <i>Regarding Judgment</i> filed by George Huerta. (Dion-Kindem, Peter) (Filed on 7/14/2021) (Entered: 07/14/2021)
07/14/2021	158	JUDGMENT. Signed by Judge Beth Labson Freeman on 7/14/2021. (blflc4S, COURT STAFF) (Filed on 7/14/2021) (Entered: 07/14/2021)
07/14/2021	159	CLERK'S NOTICE VACATING ALL DATES. (This is a text-only entry generated by the court. There is no document associated with this entry.) (tshS, COURT STAFF) (Filed on 7/14/2021) (Entered: 07/14/2021)
07/19/2021	160	NOTICE OF APPEAL to the 9th Circuit Court of Appeals filed by George Huerta. Appeal of Order on Motion for Partial Summary Judgment 141 , Order on Motion for Partial Summary Judgment 153 , Order on Stipulation 158 (Appeal fee of \$505 receipt number 0971-16192070 paid.) (Dion-Kindem, Peter) (Filed on 7/19/2021) (Entered: 07/19/2021)
07/20/2021	161	U.S. Appeal No. 21-16201. USCA Scheduling Order. The schedule is set as follows: Appellant George Huerta Mediation Questionnaire due on 07/27/2021. Transcript ordered by 08/18/2021. Transcript due 09/17/2021. Appellant George Huerta opening brief due 10/27/2021. Appellee CSI Electrical Contractors, Inc. answering brief due 11/26/2021. Appellant's optional reply brief is due 21 days after service of the answering brief. (sfbS, COURT STAFF) (Filed on 7/20/2021) (Entered: 07/20/2021)
08/18/2021	162	TRANSCRIPT ORDER for proceedings held on 4/8/2021 before Judge Beth Labson Freeman by George Huerta, for Court Reporter Lee-Anne Shortridge. (Dion-Kindem, Peter) (Filed on 8/18/2021) (Entered: 08/18/2021)
08/18/2021	163	Transcript Designation Form for proceedings held on 4/8/2021 before Judge Beth Labson Freeman, re 161 USCA Scheduling Order, 160 Notice of Appeal to the Ninth Circuit, Transcript due by 9/17/2021. (Dion-Kindem, Peter) (Filed on 8/18/2021) (Entered: 08/18/2021)

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