

**SUMMONS  
Cross-Complaint  
(CITACION JUDICIAL—CONTRADEMANDA)**

**NOTICE TO CROSS-DEFENDANT:**

**(AVISO AL CONTRA-DEMANDADO):**

HARRIS & ASSOCIATES, INC., a California corporation; COASTLAND CIVIL ENGINEERING, INC., a California corporation; and ROES 1-2000, inclusive

**(LO ESTÁ DEMANDANDO EL CONTRA-DEMANDANTE):**

ROBERT GRAY & ASSOCIATES

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**F I L E D**

MAR 20 2012

CLERK OF THE COURT  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF COSTA MARIQUITA

By S. PASSOT Deputy Clerk

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the cross-complainant. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al contrademandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumple con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), o ondiéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY  
725 Court Street  
Martinez, California 94553

SHORT NAME OF CASE (from Complaint): (Nombre de Caso):

City of Piedmont v. Robert Gray & Assoc.

CASE NUMBER: (Número del Caso):

C11-00762

Wakefield Taylor Courthouse

The name, address, and telephone number of cross-complainant's attorney, or cross-complainant without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del contrademandante, o del contrademandante que no tiene abogado, es):

Robert J. Gundert, SBN 104486  
BORTON PETRINI, LLP, Merchants Exchange Building  
465 California Street, Ste. 1020, San Francisco, California 94104

T: (415) 677-0730 F: (415) 677-0737

DATE:  
(Fecha)

3/20/12

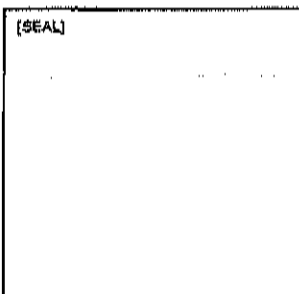
Clerk, by  
(Secretario)

S. PASSOT

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (POS-010).)



**NOTICE TO THE PERSON SERVED: You are served**

- as an individual cross-defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date):

1 Robert J. Gundert, Esq. (SBN 104486)  
BORTON PETRINI, LLP  
2 Merchants Exchange Building  
465 California Street, Suite 1020  
3 San Francisco, CA 94104  
Tel. (415) 677-0730  
4 Fax (415) 677-0737  
E-mail: bgundert@bortonpetrini.com

**FILED**  
MAR 9 0 2012  
K. TORRE, CLERK OF THE COURT  
SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA  
**S. PASSOT**  
By \_\_\_\_\_ Deputy Clerk

5 Attorneys for Defendant/Cross-Complainant  
6 **ROBERT GRAY & ASSOCIATES**

**SUMMONS ISSUED**

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF CONTRA COSTA**

11 **CITY OF PIEDMONT,**  
12 **Plaintiff,**  
13 **v.**  
14 **ROBERT GRAY & ASSOCIATES, HARRIS**  
**& ASSOCIATES, INC., AND DOES 1-50,**  
15 **Defendants.**  
16 **ROBERT GRAY & ASSOCIATES,**  
17 **Cross-Complainant,**  
18 **v.**  
19 **HARRIS & ASSOCIATES, INC., a California**  
20 **corporation; COASTLAND CIVIL**  
21 **ENGINEERING, INC., a California**  
**corporation; and ROES 1-2000, inclusive,**  
22 **Cross-Defendants.**

Case No. C11-00762  
[Assigned For All Purposes to  
Hon. Judith Craddick, Department 9]  
**CROSS-COMPLAINT OF**  
**DEFENDANT/CROSS-COMPLAINANT**  
**ROBERT GRAY & ASSOCIATES FOR**  
**COMPLETE INDEMNITY, PARTIAL**  
**INDEMNITY, DECLARATORY**  
**RELIEF; CERTIFICATE OF MERIT**  
**PURSUANT TO CCP §411.35**  
[No Trial Date Set]

**BY FAX**

24 COMES NOW, defendant and cross-complainant Robert Gray & Associates  
25 (hereinafter "cross-complainant") to allege as follows:

26 **GENERAL ALLEGATIONS**

27 1. Cross-complainant is sued in this action as an entity doing business and/or  
28 having done business under the fictitious name of Robert Gray & Associates.

H:\56866-Prof  
Indemnity\64579-City of  
Piedmont\Filing\CROSS-  
COMPLAINT FOR  
INDEMNITY ETC.wpd



1 judgments, attorneys' fees, and related costs and expenses incurred in defending the principal action  
2 and in the prosecution of this cross-complaint. Such right of full indemnification would thereupon  
3 be due to the nature of the respective acts and/or omissions of cross-defendants, and each of them,  
4 as compared to any acts and/or omissions, if any, of cross-complainant.

5 SECOND CAUSE OF ACTION

6 (Partial Indemnification as Against All Cross-Defendants)

7 9. Cross-complainant incorporates and realleges herein by references paragraphs  
8 1 through 8, inclusive as though fully set forth at length herein.

9 10. In the event that cross-complainant is held liable to any extent at all on  
10 plaintiff's complaint (which liability is expressly denied), cross-complainant would thereupon be  
11 entitled to partial equitable comparative indemnity from cross-defendants, and each of them, with  
12 respect to any and all amounts so awarded to plaintiff, with such indemnification to be granted to  
13 cross-complainant in proportion to the respective comparative fault of each cross-defendant.

14 THIRD CAUSE OF ACTION

15 (Declaratory Relief)

16 11. Cross-complainant re-alleges and incorporates herein by reference paragraphs  
17 1 through 10, inclusive as though fully set forth at length herein.

18 12. Cross-Complainant is informed and believes and thereupon alleges that cross-  
19 defendants, and each of them, deny and dispute each of the contentions alleged and set forth above  
20 by cross-complainant.

21 13. An actual and bona fide dispute has arisen and now exists between cross-  
22 complainant and cross-defendants, and each of them, concerning the contentions above alleged.

23 14. Cross-Complainant desires a judicial determination of the respective rights  
24 and duties of cross-complainant and each cross-defendant with respect to the damages claimed in  
25 plaintiff's complaint, including a declaration of the comparative liability of cross-complainant and  
26 each cross-defendant for damages and a declaration of the responsibility of cross-defendants and  
27 each of them as to any comparative indemnity owed to cross-complainant for any sum or sums for  
28 which cross-complainant may be found liable and compelled to pay, and for which cross-defendants

1 or any of them are determined to be responsible, either jointly or jointly and severally, in whole or  
2 in part.

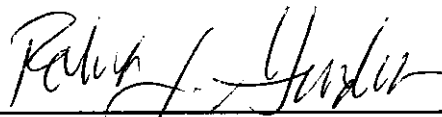
3 15. Such a declaration is necessary and appropriate at this time in order that cross-  
4 complainant may ascertain all appropriate rights and duties owed with respect to the various claims  
5 made herein. Further, the claim of plaintiff and the claims of cross-complainant arise out of the same  
6 transactions and events, and a determination of all such claims in one proceeding is both necessary  
7 and appropriate in order to avoid the multiplicity of actions that would result if cross-complainant  
8 were to be required to bring a separate action and/or separate actions against cross-defendants, or any  
9 of them, for indemnification.

10 WHEREFORE, cross-complainant prays for judgment against cross-defendants and  
11 each of them, as follows:

- 12 1. For complete indemnification according to proof;
- 13 2. For partial indemnification according to proof;
- 14 3. For a judicial declaration as to the relative rights and obligations, including  
15 those relating to contribution and/or indemnification, complete or partial;
- 16 4. For costs of suit, including attorneys' fees and costs of defense and prosecution  
17 of this cross-complaint if and to the extent allowed by law;
- 18 5. For such other and further relief as the Court may deem just and proper.

19 BORTON PETRINI, LLP

20 DATED: March 19, 2012

21 By   
22 Robert J. Gundert  
23 Attorneys for Defendant/Cross-Complainant  
24 ROBERT GRAY & ASSOCIATES  
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**CERTIFICATE OF MERIT PURSUANT CCP §411.35**

I, Robert J. Gundert, declare as follows:

1. I am an attorney with Borton Petrini, LLP, counsel of record for defendant/cross-complainant Robert Gray & Associates, herein. I have personal knowledge of the following facts and if called to testify thereto could competently do so.

2. I have reviewed the facts of this case, as disclosed to date.

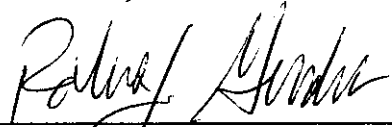
3. Before filing this cross-complaint I have consulted with and received opinions from at least one professional engineer who is licensed to practice and practices in this state, in the same discipline as cross-defendants Harris & Associates, Inc. and Coastland Civil Engineering, Inc. and who I reasonably believe is knowledgeable in the relevant issues involved in this action.

4. The professional engineer with whom I consulted, as referenced above, is not a party to this action.

5. I have concluded on the basis of this review and consultation that there is reasonable and meritorious cause for the filing of this cross-complaint.

I declare under penalty of perjury that the foregoing is correct and that this certificate/declaration was executed on March 19, 2012 at San Francisco, California.

//

  
\_\_\_\_\_  
Robert J. Gundert, Declarant

PROOF OF SERVICE  
(Code of Civil Procedure §§ 1013a, 2015)

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action. My business address is Merchants Exchange Building, 465 California Street, Suite 1020, San Francisco, California 94104.

On March 20, 2012, I served the foregoing document entitled:

**CROSS-COMPLAINT OF DEFENDANT/CROSS-COMPLAINANT ROBERT GRAY & ASSOCIATES FOR COMPLETE INDEMNITY, PARTIAL INDEMNITY, DECLARATORY RELIEF; CERTIFICATE OF MERIT PURSUANT TO CCP §411.35**

on the other parties in this action by placing the true copies thereof enclosed in sealed envelopes addressed as follow below:

|   |  |
|---|--|
| Matthew Conant, Esq.<br>Maria M. Lampasona, Esq.<br>Lombardi, Loper & Conant, LLP<br>Lake Merritt Plaza<br>1999 Harrison Street, Suite 2600<br>Oakland, CA 94612-3541 | Attorney for Plaintiff CITY OF<br>PIEDMONT<br><br>Tel: (510) 433-2600<br>Fax: (510) 433-2699 |
| David Ward Lively, Esq.<br>Hopkins & Carley ALC<br>70 South 1st Street<br>San Jose, CA 95113-2406   | Attorney for HARRIS & ASSOCIATES<br><br>Tel: (408) 286-9800<br>Fax: (408) 998-4790           |

BY FIRST-CLASS MAIL: I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it is deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at San Francisco, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or the postage meter date is more than one day after date of deposit for mailing in affidavit.

BY PERSONAL SERVICE: I caused each envelope to be delivered by hand to the offices of the addressee.

BY OVERNIGHT COURIER SERVICE: I caused each envelope to be picked up by an authorized courier of GSO to receive documents, in an envelope or package designated by GSO with delivery fees prepaid, to be sent overnight by GSO.

Executed on March 20, 2012 at San Francisco, California.

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

\_\_\_\_\_  
Ana Munoz  
Name

\_\_\_\_\_  
*Ana Munoz*  
Signature