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6 Attorneys for Defendant and Cross-Complainant, PALM SPRINGS UNIFIED SCHOOL DISTRICT

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE

11 GLORIA GUZMAN, individually and as
12 successor-in-interest to MONIQUE G.;
13 STEVE GONZALEZ, individually and as
14 successor-in-interest to MONIQUE G.; JULIO
15 L. by and through his Guardian ad Litem
16 GLORIA GUZMAN; ESMERALDA S.; by
17 and through her Guardian ad Litem
18 ESMERALDA GALVEZ,

15 Plaintiffs,

16 vs.

17 FIRST STUDENT, INC., COUNTY OF
18 RIVERSIDE; PALM SPRINGS UNIFIED
19 SCHOOL DISTRICT; CITY OF DESERT
20 HOT SPRINGS; ROBERT WILLIAM
21 HANSON; and Does 1 through 50, Inclusive,

21 Defendants.

22 PALM SPRINGS UNIFIED SCHOOL
23 DISTRICT,

24 Cross-Complainant,

25 v.

26 FIRST STUDENT, INC.; ROBERT
27 WILLIAM HANSON; and ROES 1 to 50,
28 inclusive,

28 Cross-Defendants.

Case No: CVPS2204962
Assigned to Hon. Kira L. Klatchko, in Dept PS1
(Complaint filed on December 16, 2022)

**CROSS-COMPLAINT OF PALM SPRINGS
UNIFIED SCHOOL DISTRICT**

- 1. Total Equitable Indemnity
- 2. Partial Equitable Indemnity
- 3. Declaratory Relief
- 4. Express Indemnification

Trial Date: None set.

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1 Defendant and Cross-Complainant PALM SPRINGS UNIFIED SCHOOL DISTRICT alleges:
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3 **FIRST CAUSE OF ACTION FOR TOTAL EQUITABLE INDEMNITY**

4 **AGAINST ALL CROSS-DEFENDANTS**

5 1. Cross-complainant is the PALM SPRINGS UNIFIED SCHOOL DISTRICT (also
6 referred to as “Cross-complainant” or “Defendant” herein).

7 2. Cross-defendants are FIRST STUDENT, INC., ROBERT WILLIAM HANSON, and
8 ROES 1 through 50, inclusive.

9 3. The true names or capacities, whether individual, corporate, associate or otherwise, of
10 cross-defendants ROES 1 through 50, inclusive, are unknown to Cross-complainant, who therefore sues
11 said cross-defendants by such fictitious names. Cross-complainant is informed and believes and
12 thereon alleges that each of the cross-defendants designated herein as ROE is negligently responsible in
13 some manner for the events and happenings herein referred to, and negligently caused injuries and
14 damages to the cross-complainant as herein alleged.

15 4. At all times herein mentioned, each of the cross-defendants was the agent and employee
16 of each of the remaining cross-defendants and was at all times acting within the purpose and scope of
17 said agency and employment.

18 5. Plaintiffs GLORIA GUZMAN, individually and as successor-in-interest to MONIQUE
19 G.; STEVE GONZALEZ, individually and as successor-in-interest to MONIQUE G.; JULIO L. by and
20 through his Guardian ad Litem GLORIA GUZMAN; and ESMERALDA S.; by and through her
21 Guardian ad Litem ESMERALDA GALVEZ (collectively hereinafter “Plaintiffs”) have filed a
22 Complaint (“Complaint”), alleging that as a proximate result of the tortious conduct of the defendants
23 therein, Plaintiffs have suffered certain injuries and damages.

24 6. Cross-complainant herein has answered the complaint of the Plaintiffs, controverting all
25 material allegations and denying responsibility for said injuries and damages.

26 7. If it should be found that Cross-complainant is liable under the allegations contained in
27 the Complaint (which allegations Cross-complainant has denied and continues to deny), then Cross-
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1 complainant is informed and believes, and upon such information and belief, alleges that the negligent,
2 unlawful and tortious conduct of Cross-defendants, and each of them, was active, primary and
3 affirmative, and that the conduct of Cross-complainant, if any, was passive, secondary and derivative
4 only.

5 8. If Plaintiffs recover judgment against the Cross-complainant, or if Cross-complainant
6 incurs any expense in the defense of said lawsuit, or makes any settlement with any party to this
7 lawsuit, then cross-complainant alleges that it is entitled to judgment over and against cross-defendants,
8 and each of them, for all sums incurred by Cross-complainant by reason of said judgment, settlement,
9 expense of investigation, and expense and costs of litigation, in defending the instant lawsuit.

10
11 **SECOND CAUSE OF ACTION FOR PARTIAL EQUITABLE INDEMNITY**
12 **AGAINST ALL CROSS-DEFENDANTS**

13 9. Cross-complainant refers to and incorporates by reference each and every paragraph of
14 the First Cause of Action above as though fully set forth herein.

15 10. If Plaintiffs have been injured or damaged as alleged, any such injuries or damages were
16 proximately caused and contributed to by the negligence, fault, acts or omissions of cross-defendants;
17 cross-defendants' negligence, fault, acts and omissions must be compared with the negligence, fault,
18 acts or omissions, if any, of Plaintiffs, as well as that of any other person and parties, and that any
19 award of damages to Plaintiffs must be apportioned to, and required to be paid by, cross-defendants,
20 and each of them, according to the amount and degree of their negligence, fault, acts and omissions.

21 11. Cross-complainant is therefore entitled to be held harmless and indemnified by cross-
22 defendants, and each of them, in the same amount as may be paid or rendered against cross-
23 complainant on the Complaint herein, by virtue of settlement or judgment, according to the relative
24 fault or percentage of fault of cross-defendants, and each of them, which proximately caused or
25 contributed to the injury or damages, if any suffered by Plaintiffs. Cross-complainant is further entitled
26 to be held harmless and indemnified by cross-defendants, and each of them, for the reasonable costs
27 incurred in defending the main action and prosecuting the cross-complaint, and for reasonable
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1 attorneys' fees.

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3 **THIRD CAUSE OF ACTION FOR DECLARATORY RELIEF**

4 **AGAINST ALL CROSS-DEFENDANTS**

5 12. Cross-complainant refers to and incorporates by reference each and every paragraph of
6 the First and Second Causes of Action above as though fully set forth herein.

7 13. An actual controversy exists between Plaintiffs, Cross-complainant, and cross-
8 defendants, and each of them, as follows:

9 (a) Plaintiffs contend that they suffered damages and injuries, and seek to recover
10 monetary damages from defendants and Cross-complainant for the reasons and on the basis of
11 the allegations set forth in the Complaint herein. Cross-complainant has denied and continues
12 to deny the allegations of said Complaint. However, if any monetary or other damages are
13 awarded against Cross-complainant, Cross-complainant contends that it is entitled to recover
14 said damages from cross-defendants, and each of them, for the reasons set forth herein above.

15 (b) Cross-complainant is informed and believes, and thereupon alleges, that cross-
16 defendants, and each of them, contend that Cross-complainant is not entitled to recover such
17 damages from cross-defendants.

18 14. A declaration of rights is necessary and appropriate at this time in order that cross-
19 complainant may ascertain its rights and duties, and because no adequate remedy, other than that
20 prayed for herein, exists if the rights and duties of all prospective parties are to be determined by the
21 trier of fact.

22
23 **FOURTH CAUSE OF ACTION FOR EXPRESS INDEMNIFICATION**

24 **AGAINST CROSS-DEFENDANT FIRST STUDENT INC.**

25 15. Cross-complainant refers to, and incorporates by reference, each and every paragraph of
26 the First, Second and Third Causes of Action above, as though fully set forth herein.

1 16. Cross-complainant entered into a contract titled “Provider Services Agreement”
2 (hereinafter “Contract”) with FIRST STUDENT INC. wherein it was provided in substance that FIRST
3 STUDENT INC. was to defend, indemnify and hold harmless the PALM SPRINGS UNIFIED
4 SCHOOL DISTRICT from any and all liability, claims, judgments or demands, yet cross-defendants
5 have failed to do so.

6 17. Specifically, the Contract was made and entered into on July 1, 2020 and shall be valid
7 through June 30, 2023. The Contract set forth that Cross-complainant compensate FIRST STUDENT
8 INC. (identified as “CONTRACTOR” in the Contract” for bus transportation services provided to
9 students enrolled at Cross-complainant’s schools. Additionally, the Contract provided:

10
11 **“INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR
12 agrees to indemnify, defend and hold DISTRICT harmless from all liability arising out
13 of:

14 ...

15 (e) General Liability: Liability for damages for (1) death or bodily injury to
16 person; (2) injury to loss or theft of property; (3) any failure or alleged failure to comply
17 with any provision of law or (4) any other loss, damage or expense arising under either
18 (1), (2), or (3) above, sustained by the CONTRACTOR or the DISTRICT, or any person,
19 firm or corporation employed by the CONTRACTOR, either directly or by independent
20 contract, upon or in connection with the Services, except for liability resulting from the
21 sole or active negligence, or willful misconduct of the DISTRICT, its officers,
22 employees, agents or independent consultants who are directly employed by the
23 DISTRICT;

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2 The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any
3 and all claims, actions, suits, or other proceedings that may be brought on instituted
4 against the DISTRICT, its officers, agents or employees, on any such claim or liability,
5 and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its
6 officers, agents or employees in any action, suit or other proceedings as a result thereof."

7
8 18. As Plaintiffs' Complaint alleges liability for damages against defendants therein,
9 including Cross-Complainant and FIRST STUDENT, INC., for death and bodily injury to persons,
10 Cross-complainant is entitled to be held harmless, provided a defense, and indemnified by FIRST
11 STUDENT INC. pursuant to said Contract.

12 19. Cross-complainant has performed all conditions and covenants on its part to be
13 performed under the above Contract; FIRST STUDENT INC., have breached and continue to breach
14 the Contract.

15 20. FIRST STUDENT INC. has failed and refused and continue to fail and refuse to perform
16 the conditions and covenants on its part to be performed under the above Contract.

17
18 **PRAYER FOR RELIEF**

19 WHEREFORE, this Cross-Complainant prays for judgment as follows:

20 1. For judgment against cross-defendants, and each of them, in the amount of any judgment
21 entered against cross-complainant and in favor of any other party.

22 2. For judgment against cross-defendants, and each of them, in an amount appropriate
23 according to the degree and percentage of fault attributable to each such cross-defendants.

24 3. For a declaration of the respective rights and obligations of cross-complainant and cross-
25 defendants in the event that cross-complainant is held liable to any extent in this action.

26 4. For costs of suit incurred herein, including reasonable attorneys' fees.

27 5. For damages, costs, relief and remedies set forth in the Contract.
28

6. For such other and further relief as the Court may deem just and proper.

DATED: April 24, 2023

McCUNE & HARBER, LLP

By: 

DANA JOHN MCCUNE, ESQ.
JOSEPH W. CHEUNG, ESQ.

Attorneys for Defendant and Cross-Complainant,
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PROOF OF SERVICE

STATE OF CALIFORNIA)
)
) ss.
)
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address is 515 South Figueroa Street, Suite 1100, Los Angeles, California 90071.

On April 24, 2023, I served the foregoing document described as **CROSS-COMPLAINT OF PALM SPRINGS UNIFIED SCHOOL DISTRICT**, on the interested parties as follows:

PLEASE SEE ATTACHED SERVICE LIST

X BY ELECTRONIC MAIL: I caused to be transmitted a true and correct copy of the above-entitled document(s) to recipients noted via electronic service at the recipient’s office.

_____ BY MAIL: I served the documents by enclosing them in an envelope and placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business’s practice of collection and processing of correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

_____ BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the office of the addressee(s).

_____ BY FACSIMILE TRANSMISSION: The facsimile machine I used complied with California Rules of Court 2.301 and no error was reported by the machine. Pursuant to rule 2.306(h), I caused the machine to print a record of the transmission, a copy of which is attached to this proof of service.

_____ BY OVERNIGHT DELIVERY: I caused the above-referenced document(s) to be delivered via overnight delivery, for delivery to the above address(es).

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

_____ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on April 24, 2023, at Los Angeles, California.

LAURA PAUL

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SERVICE LIST FOR GUZMAN, GLORIA V. PALM SPRINGS USD

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