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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

04/02/2024
Clerk of the Court
BY: JEFFREY FLORES
Deputy Clerk

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8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SAN FRANCISCO**
10

11 FELICIANO RUIZ,

12 Plaintiff,

13 v.

14 SATURN CONSTRUCTION CO.; KING
15 SCAFFOLDING, INC.; and DOES 1 TO
25,

16 Defendants.

17 KING SCAFFOLDING, INC.;

18 Cross-Complainant,

19 v.

20 ROES 1 through 50, inclusive,

21 Cross-Defendants.
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23
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CASE NO. CGC-24-612582

*(Assigned for Case Management Purposes to
Dept. 610)*

**KING SCAFFOLDING, INC.'S CROSS-
COMPLAINT**

1. **IMPLIED INDEMNITY**
2. **EQUITABLE INDEMNITY**
3. **COMPARATIVE NEGLIGENCE AND CONTRIBUTION**
4. **DECLARATORY RELIEF**

Complaint filed 2/22/24

25 COMES NOW Defendant/Cross-Complainant KING SCAFFOLDING, INC. (hereinafter
26 "Cross-Complainant") and for its Cross-Complaint alleges as follows:
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1 **GENERAL ALLEGATIONS**

2 1. Cross-Complainant KING SCAFFOLDING, INC. is, and during all times herein
3 mentioned, was a corporation existing under the laws of the State of California with its principal
4 place of business in South San Francisco, California.

5 2. The true names and capacities, whether individual, corporate, business or otherwise of
6 the Cross-Defendants herein designated by the fictitious names ROES 1 through 50, inclusive are
7 unknown to Cross-Complainant, who therefore sues said Cross-Defendants by such fictitious names.
8 When the true names and capacities of such fictitiously named Cross-Defendants have been
9 ascertained, Cross-Complainant will amend this pleading accordingly. Cross-Complainant is
10 informed and believes and thereon alleges that each of the fictitiously named Cross-Defendants is in
11 some manner responsible for the acts, omissions and/or occurrences hereinafter alleged and actually
12 and proximately caused and/or contributed to the various injuries and damages set forth in the
13 Complaint and referred to herein.

14 3. On or about February 22, 2024 Plaintiff FELICIANO RUIZ (hereinafter "Plaintiff")
15 filed a Complaint for Damages (the "Complaint") in the instant action. Plaintiff allege damages due
16 to a worksite injury at a single family property located at 526 Connecticut St., San Francisco, CA
17 and as more fully described in Plaintiffs' Complaint, filed in San Francisco County Superior Court
18 under Case Number CGC-24-612582. Cross-Complainant denies any liability upon the Complaint
19 but incorporates that pleading herein by this reference. By and through this Cross-Complaint, Cross-
20 Complainant alleges that, to the extent any damage or claim be asserted by Plaintiff, all such
21 damages are caused, in part or in whole, by the negligence and conduct of others, including the
22 Cross-Defendants specified herein.

23 **FIRST CAUSE OF ACTION**

24 **(For Implied Indemnity Against All Cross-Defendants)**

25 4. Cross-Complainant realleges and incorporates by this reference paragraphs 1 through
26 3 of this Cross-Complaint as though fully set forth herein.

27 5. In the event that Cross-Complainant is found in some manner legally liable to
28 Plaintiff and/or any other cross-complainant or anyone else as a result of the events and occurrences

1 described in Plaintiff's Complaint and/or any cross-complaints which may be filed herein, Cross-
2 Complainant's liability is solely based upon a derivative, vicarious or imputed form of liability, not
3 resulting from its own conduct, but instead based upon an obligation imposed upon it by law.
4 Therefore, in the event that Cross-Complainant is found in any manner legally liable, such liability
5 was proximately caused by the acts and/or omissions of any or all of Cross-Defendants, and Cross-
6 Complainant is entitled to recover indemnity, whether total or partial, equitable, implied and/or
7 expressed, from said Cross-Defendants.

8 **SECOND CAUSE OF ACTION**

9 **(For Equitable Indemnity Against All Cross-Defendants)**

10 6. Cross-Complainant realleges and incorporates by this reference paragraphs 1 through
11 5 and each and every one of the preceding allegations of its First Cause of action as though fully set
12 forth herein.

13 7. In equity and good conscience, if Plaintiff, any cross-complainants or third
14 parties recover against Cross-Complainant, then Cross-Complainant is entitled to equitable
15 indemnity, apportionment of liability and contribution among and from Cross-Defendants, and each
16 of them, according to their respective liability or fault, for the injuries and damages allegedly
17 sustained by Plaintiff, any cross-complainant or third party, if any by way of any and all sums paid
18 through settlement, or in the alternative, judgment rendered against Cross-Complainant in the
19 underlying action.

20 **THIRD CAUSE OF ACTION**

21 **(For Comparative Negligence and Contribution Against All Cross-Defendants)**

22 8. Cross-Complainant realleges and incorporates by this reference paragraphs 1 through
23 7 and each and every one of the preceding allegations of its First and Second Causes of action as
24 though fully set forth herein

25 9. In event Plaintiff should establish liability on the part of Cross-Complainant, which
26 liability is expressly denied, Cross-Complainant is informed and believes and thereon alleges that it
27 may be obligated to pay and will be damaged to the extent that it must satisfy more than its share of
28 Plaintiff's claims and pay sums representing a percentage of liability not its own. Therefore, Cross-

1 Complainant requests an adjudication and determination of the respective degrees or proportion of
2 liability or fault, if any, on its part and on the part of the Cross-Defendants, and each of them. If
3 Cross-Complainant is found liable to Plaintiff, an adjudication and determination requiring a
4 proportionate contribution from all Cross-Defendants, and each of them is requested.

5 **FOURTH CAUSE OF ACTION**

6 **(For Declaratory Relief Against All Cross-Defendants)**

7 10. Cross-Complainant realleges and incorporates by this reference paragraphs 1 through
8 9 and each and every one of the preceding allegations of its First, Second, and Third Causes of action
9 as though fully set forth herein

10 11. A dispute has arisen and an actual controversy exists as between Cross-Complainant
11 and Cross-Defendants in relation to the following:

- 12 a. The respective liability for Plaintiff's or other cross-complainant's damages, if any;
- 13 b. Whether Cross-Defendants must indemnify Cross-Complainant for damages which it
14 may be obligated to pay Plaintiff and/or any other cross-complainant;
- 15 c. A declaration of the respective liability and rights to indemnity is necessary as Cross-
16 Complainant has no other adequate remedy at law; such declaration will avoid circuitry and
17 multiplicity of actions that will otherwise be required if Cross-Complainant must defend this action
18 and then bring a separate action against Cross-Defendants; and
- 19 d. Cross-Complainant desires a judicial declaration of rights in accordance with their
20 contentions.

21 WHEREFORE, Cross-Complainant prays for judgment as follows:

- 22 1. That Cross-Complainant be entitled to indemnity, whether total or partial,
23 equitable, implied and/or express, from the Cross-Defendants, and each of them, in the event
24 a settlement is entered into or a judgment and/or verdict is rendered in favor of Plaintiff and/or any
25 other cross-complainant as against Cross-Complainant;
- 26 2. For a judicial determination of the rights of Cross-Complainant and the respective
27 liabilities and duties of the Cross-Defendants, and each of them, relating to Cross-Complainant's
28 claim of implied indemnity and equitable indemnity and contribution as against the Cross-

1 Defendants, and each of them; and for a judicial determination that Cross-Complainant has no
2 obligation to Cross-Defendants, and each of them;

3 3. For attorneys' fees as permitted by law and also costs of suit incurred herein; and

4 4. For such other and further relief as this Court may deem just and proper.

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6 Dated: 3/29/24

KIDD • CARR LLP

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8 By Abigail Lighthart
9 John N. Carr
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11 Attorneys for Defendant
12 KING SCAFFOLDING, INC.
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