

**SUMMONS
(CITACION JUDICIAL)**

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

FILED
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

OCT 04 2011

ALAN CARLSON, Clerk of the Court

BY: M. PORTER DEPUTY

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

FRED G. HILL, an individual; HEIDEL MORENO, an individual;
DOES I through 10, inclusive.

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

ALMA E. BARRIOS, an individual

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

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 plaintiff. 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), 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), the California Courts Online Self-Help Center (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. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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 demandante. 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), 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 cumpla 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), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose 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.

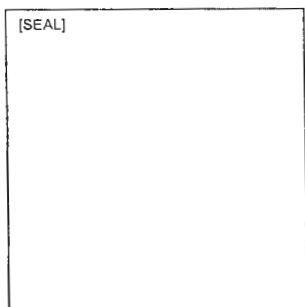
The name and address of the court is: **JUDGE CHARLES MARGINES**
(El nombre y dirección de la corte es): Superior Court DEPT. 019 Orange
700 Civic Center Drive West, Santa Ana, CA 92701

CASE NUMBER:
(Número del Caso): **30-2011**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: **00512860**
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
David Jafari, JAFARI LAW GROUP, 120 Vantis #430, Alhambra Viejo, CA 92656 949-362-0100

DATE: **OCT 04 2011** Clerk, by **MICHAEL PORTER**, Deputy
(Fecha) (Secretario) (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 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 David V. Jafari, SBN: 207881
2 JAFARI LAW GROUP, INC.
3 120 Vantis Drive, Suite 430
4 Aliso Viejo, CA 92656
5 Telephone: (714) 542-2265
6 Facsimile: (714) 542-2286
7 djafari@jafarilawgroup.com

8 Attorney for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

OCT 04 2011

ALAN CARLSON, Clerk of the Court

BY M. PORTER, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

9 ALMA BARRIOS, an individual,

10 Plaintiff,

11 vs.

12 FRED G. HILL, an individual;
13 HEIDEL MORENO, an individual;
14 DOES 1 through 10, inclusive,

15 Defendants.

Case No.: ~~30-2009-00514774~~ **AA**

30-2011

COMPLAINT FOR: 00512860

**1. UNFAIR COMPETITION UNDER
BUSINESS & PROFESSIONS CODE
SECTION 17200**

**JUDGE CHARLES MARGINES
DEPT. C19**

16 Plaintiff alleges:

17 1. Since at least 2002, Defendant FRED G. HILL has owned and operated three McDonald's
18 Restaurants located in Rancho Santa Margarita, California.

19 2. Since 2007, Defendant HEIDEL MORENO has worked as a manager for Defendant Hill
20 and acted on behalf of defendant Hill at the Hill's McDonalds located at 30672 Santa Margarita Parkway,
21 Rancho Santa Margarita, CA 92688 ("Store") and currently works there as of the filing date of this
22 complaint.

23 3. Plaintiff ALMA E. BARRIOS is a resident of California and has worked at the Store since
24 2002 and continues to work there as a shift manager as of the filing date of this complaint.
25

1 4. In a letter dated August 30, 2011 (“Letter”), which was sent to Defendant via certified mail
2 with return receipt, Plaintiff requested from Defendant Hill that he makes the content of her personnel
3 records available and to allow her to inspect or copy records relating to her personnel file pursuant to the
4 following laws:

5 Cal. Labor Code §§ 226, 432, 1174, and 1198.5
6 8 Cal. Code Reg. §§ 3203(b), 11050(7), 14300 et seq.
7 2 Cal. Code Reg. § 7287.0
8 29 U.S.C. § 211
9 29 C.F.R. §§ 516.5, 516.6

10 Defendant received the Letter on September 2, 2011. As of the filing date of this complaint,
11 Defendant Hill has failed to make Plaintiffs full personnel records available for inspection or copying.

12 5. Some time in 2009, Heidel Moreno, Mr. Hill’s general manager, threatened to terminate
13 Plaintiff during her last pregnancy if Plaintiff pursued disability benefit for her pregnancy. As a result,
14 Plaintiff did not pursue said benefits. As a result, Ms. Barrios suffered severe financial and mental distress
15 during her pregnancy, to the point that she and her family did not have enough money for food.

16 6. Defendants Doe 1 through Doe 10, inclusive, are sued herein under fictitious names. Their
17 true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained,
18 Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is
19 informed and believes, and thereon alleges, that each of the fictitiously named Defendants is responsible
20 in some manner for the occurrences herein alleged, and that Plaintiff’s damages as herein alleged were
21 proximately caused by those Defendants. Each reference in this complaint to “Defendant” or
22 “Defendants” refers also to all Defendants sued under fictitious names.

23 7. Each of the defendants was the agent, joint venturer and employee of each of the remaining
24 defendants and in doing the things hereinafter alleged, each was acting within the course and scope of said
25 agency, employment and joint venture with the advance knowledge, acquiescence or subsequent
26 ratification of each and every remaining defendant.

27 **FIRST CAUSE OF ACTION FOR UNFAIR COMPETITION UNDER**
28 **BUSINESS & PROFESSIONS CODE SECTION 17200**
 (BY PLAINTIFF AGAINST ALL DEFENDANTS)

 8. Plaintiff repeats and realleges each and every allegation contained in the foregoing
paragraphs as if fully set forth herein.

1 9. Plaintiff has often worked in excess of 5 hours a day without being afforded full and
2 uninterrupted off-duty meal period of at least a one-half hour in which she was relieved of all duties. she
3 has also often worked at least 10 hours a day without receiving a second full and uninterrupted off-duty
4 meal period of at least one-half hour in which they were relieved of all duties. Defendants have known
5 these facts and permitted, encouraged, or required Plaintiff to forego these meal periods without
6 compensating them for the missed meal periods. Labor Code §§ 226.7, 512, 1198, and Industrial Welfare
7 Commission wage order No. 5-2001 (Cal. Code Regs., tit. 8, § 11050) (“Wage Order No. 5-2001”).

8 10. Plaintiff has regularly worked over four-hour periods (or major fraction thereof) without
9 Defendants authorizing and permitting him to take a paid 10-minute rest period. Defendants have known
10 these facts and suffered, permitted, encouraged, or required Plaintiff to forego these rest periods. Labor
11 Code §§ 226.7, 1198, and Wage Order No. 5-2001.

12 11. Defendants have failed to furnish Plaintiff with timely itemized wage statements accurately
13 showing total hours, meal-and-rest break premiums, split-shift premiums, reporting time pay, on call pay,
14 and other information required to be disclosed by California law. Defendants have also failed to keep
15 payroll records showing the actual hours worked daily, meal periods, and split shift intervals worked by
16 Plaintiff. These acts of the Defendants violate of Labor Code §§ 226, 1174, 1174.5, 1198, and Wage
17 Order No. 5-2001.

18 12. Defendants have required, encouraged, permitted or suffered Plaintiff to work but failed to
19 pay Plaintiff minimum wage for those hours worked. These acts of the Defendants violate of Labor Code
20 §§ 1197, 1198, and Wage Order No. 5-2001.

21 13. Defendants have regularly required, encouraged, permitted or suffered Plaintiff to work
22 overtime but failed to pay Plaintiff overtime wage for those hours worked. These acts of the Defendants
23 violate of Labor Code §§ 510, 1198, and Wage Order No. 5-2001.

24 14. Defendant have failed to pay Plaintiff’s wages when due. These acts of the Defendants
25 violate of Labor Code §§ 204, 1198, and Wage Order No. 5-2001.

26 15. Defendants’ aforementioned acts constitute unlawful business acts and practices by
27 violating California law including, but not limited to laws cited above.

28 16. As a result of their unlawful, unfair, and/or fraudulent acts, Defendants have reaped and
continue to reap unfair benefits and illegal profits at the expense of Plaintiff. Therefore, Defendants
should be enjoined from these activities and should provide restitution to Plaintiff the wrongfully
withheld wages and other benefits pursuant to business & Professions Code § 17203, in a sum according

1 to proof.

2 WHEREFORE, on this cause of actions for violation of Business and Professions Code section
3 17200, Plaintiff prays judgment against Defendants, and each of them, as follow:

- 4 1. That the Court find that Defendants have violated California Labor Code §§ 226.7 and
5 512, and Wage Order No. 5-2001 by failing to afford Plaintiff full and uninterrupted off-
6 duty meal and rest periods or compensation in lieu thereof;
- 7 2. That the Court find that Defendants have violated the record-keeping provisions of Labor
8 Code §§ 226, 1174(d), and Wage Order No. 5-2001 ¶ (7)(A) as to Plaintiff;
- 9 3. That the Court find that Defendants have violated California Labor Code §§ 204, 1197,
10 1198, and Wage Order No. 5-2001 ¶ 4(C) by failing to compensate Plaintiff for all the
11 work she performed for Defendants;
- 12 4. That the Court find that Defendants have violated California Labor Code §510, Wage
13 Order No. 5-2001 ¶ 3(A)) by failing to compensate Plaintiff for all overtime hours worked
14 for Defendants;
- 15 5. That the Court find that Defendants have violated Business & Professions code § 17200 by
16 failing to keep proper time records, by failing to afford Plaintiff full and uninterrupted off-
17 duty meal and rest periods, by failing to timely furnish Plaintiff with statements accurately
18 showing total hours worked;
- 19 6. That the Court find that Defendants' violations as described have been willful;
- 20 7. That the Court award Plaintiff restitution for all wages earned by Plaintiff including for
21 missed meal and rest period; split shifts, on call shifts; and work performed without
22 compensation.
- 23 8. That Defendants be ordered and enjoined to pay restitution to Plaintiff due to Defendants'
24 unlawful and/or unfair activities, pursuant to Business & Professions Code §§ 17200-
25 17205;
- 26 9. That Plaintiff be awarded reasonable attorneys' fees and costs pursuant to Civil Procedure
27 Code § 1021.5, and/or other applicable law; and
- 28 10. That the Court award such other and further relief as this Court may deem appropriate.

Dated: October 4, 2011

JAFARI LAW GROUP, INC.



David V. Jafari, Esq.
Attorney for Plaintiff

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
David Jafari, SBN 207881
JAFARI LAW GROUP, INC.
120 Vantis #430, Aliso Viejo, CA 92656
TELEPHONE NO: 949-362-0100 FAX NO: 949-362-0101
ATTORNEY FOR (Name): Plaintiff

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER
OCT 04 2011
ALAN CARLSON, Clerk of the Court
BY: M. PORTER, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange
STREET ADDRESS: 700 Civic Center Drive West
MAILING ADDRESS: 700 Civic Center Drive West
CITY AND ZIP CODE: Santa Ana, CA 92701
BRANCH NAME: Central

CASE NAME:
Barrios v. Hill

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
30-2011

JUDGE:
DEF **00512860**

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

- Auto (22)
- Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
- Product liability (24)
- Medical malpractice (45)
- Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- Business tort/unfair business practice (07)
- Civil rights (08)
- Defamation (13)
- Fraud (16)
- Intellectual property (19)
- Professional negligence (25)
- Other non-PI/PD/WD tort (35)

Employment

- Wrongful termination (36)
- Other employment (15)

Contract

- Breach of contract/warranty (06)
- Rule 3.740 collections (09)
- Other collections (09)
- Insurance coverage (18)
- Other contract (37)

Real Property

- Eminent domain/Inverse condemnation (14)
- Wrongful eviction (33)
- Other real property (26)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38)

Judicial Review

- Asset forfeiture (05)
- Petition re: arbitration award (11)
- Writ of mandate (02)
- Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

- Antitrust/Trade regulation (03)
- Construction defect (10)
- Mass tort (40)
- Securities litigation (28)
- Environmental/Toxic tort (30)
- Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- Enforcement of judgment (20)

Miscellaneous Civil Complaint

- RICO (27)
- Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- Partnership and corporate governance (21)
- Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): One

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 4, 2011

David Jafari

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

JUDGE CHARLES MARGINES
DEPT. C19

SUPERIOR COURT OF CALIFORNIA

ORANGE COUNTY – CENTRAL JUSTICE CENTER

CIVIL DEPARTMENT CALENDAR SCHEDULING CHART

Ex Parte applications must comply with California Rules of Court, rules 3.1200 – 3.1207

Court Local Rules are located at www.occourts.org

Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C27	MAKINO 657-622-5227	Friday 9:00 a.m.	M,T,W,TH 8:45 a.m.	10:00 a.m. Reservation must be made with courtroom prior to Ex Parte hearing.	3:00 p.m.	Yes	Once tentative ruling is posted NO continuance will be granted or hearing cannot be taken off calendar
C19	MARGINES 657-622-5219	Wednesday 1:30 p.m.	Daily 1:30 p.m.	10:00 a.m.	10:30 a.m.	Yes	Notice must be given to opposing party by 10:00 a.m. day before ex parte hearing.
C7	MARKS 657-622-5207	Friday 10:30 a.m. Reservation Required	M,T,W,TH 1:30 p.m.	Reservation must be made with courtroom day before the hearing by noon	3:00 p.m.		Motions must be reserved with C-7 prior to filing by calling (657)622-5207
C21	MCEACHEN 657-622-5221	Tuesday 1:30 p.m.	Daily 9:00 a.m.	12:00 p.m.	3:00 p.m.	yes	
							If Monday is a holiday, law and motion is heard on Thursday at 1:30 p.m. NOTE: for L&M, Dept. C14 requires parties call the dept. to check availability of a motion date prior to filing their motion by calling (657) 622-5214. To schedule an ex parte matter the moving party/attorney shall contact the courtroom clerk (657) 622-5214 to reserve a date no later than 9:00 a.m., the day prior to the hearing. Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves the right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT
C14	MILLER 657-622-5214	Tuesday 1:30 p.m.	T, W, TH, F 8:30 a.m.	9:00 a.m.	4:00 p.m. day prior to the Ex Parte hearing	Yes noon day of hearing	

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

**ALTERNATIVE DISPUTE RESOLUTION (ADR)
INFORMATION PACKAGE**

NOTICE TO PLAINTIFF(S) AND/OR CROSS-COMPLAINANT(S):

Rule 3.221(c) of the California Rules of Court requires you to serve a copy of the ADR Information Package along with the complaint and/or cross-complaint.

California Rules of Court – Rule 3.221
Information about Alternative Dispute Resolution (ADR)

(a) Each court shall make available to the plaintiff, at the time of filing of the complaint, an ADR Information Package that includes, at a minimum, all of the following:

(1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes.

(2) Information about the ADR programs available in that court, including citations to any applicable local court rules and directions for contacting any court staff responsible for providing parties with assistance regarding ADR.

(3) Information about the availability of local dispute resolution programs funded under the Dispute Resolutions Program Act (DRPA), in counties that are participating in the DRPA. This information may take the form of a list of the applicable programs or directions for contacting the county's DRPA coordinator.

(4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

(b) A court may make the ADR Information Package available on its Web site as long as paper copies are also made available in the clerk's office.

(c) The plaintiff must serve a copy of the ADR Information Package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR Information Package on any new parties to the action along with the cross-complaint.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

ADR Information

Introduction.

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts and others offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. ADR is usually less formal, less expensive, and less time-consuming than a trial. ADR can also give people more opportunity to determine when and how their dispute will be resolved.

BENEFITS OF ADR.

Using ADR may have a variety of benefits, depending on the type of ADR process used and the circumstances of the particular case. Some potential benefits of ADR are summarized below.

Save Time. A dispute often can be settled or decided much sooner with ADR; often in a matter of months, even weeks, while bringing a lawsuit to trial can take a year or more.

Save Money. When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, experts' fees, and other litigation expenses.

Increase Control Over the Process and the Outcome. In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have more opportunity to tell their side of the story than they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR processes, such as arbitration, allow the parties to choose an expert in a particular field to decide the dispute.

Preserve Relationships. ADR can be a less adversarial and hostile way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve.

Increase Satisfaction. In a trial, there is typically a winner and a loser. The loser is not likely to be happy, and even the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their real goals. This, along with all of ADR's other potential advantages, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.

Improve Attorney-Client Relationships. Attorneys may also benefit from ADR by being seen as problem-solvers rather than combatants. Quick, cost-effective, and satisfying resolutions are likely to produce happier clients and thus generate repeat business from clients and referrals of their friends and associates.

DISADVANTAGES OF ADR.

ADR may not be suitable for every dispute.

Loss of protections. If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.

Less discovery. There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

Additional costs. The neutral may charge a fee for his or her services. If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

Effect of delays if the dispute is not resolved. Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

TYPES OF ADR IN CIVIL CASES.

The most commonly used ADR processes are arbitration, mediation, neutral evaluation and settlement conferences.

Arbitration. In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Generally, there is no right to appeal an arbitrator's decision. *Nonbinding* arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate. Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate. If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Mediation. In mediation, an impartial person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate. Mediation may be particularly useful when parties have a relationship they want to preserve. So when family members, neighbors, or business partners have a dispute, mediation may be the ADR process to use. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate. Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Neutral Evaluation. In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is

often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate. Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate. Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences. Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

ADDITIONAL INFORMATION.

In addition to mediation, arbitration, neutral evaluation, and settlement conferences, there are other types of ADR, including conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs, Consumer Information Center, toll free, 1-800-852-5210
- Contact the Orange County Bar Association at (949) 440-6700
- Look in the Yellow Pages under "Arbitrators" or "Mediators"

Free mediation services are provided under the Orange County Dispute Resolution Program Act (DRPA) For information regarding DRPA, contact:

- Community Service Programs, Inc. (949) 851-3168
- Orange County Human Relations (714) 834-7198

For information on the Superior Court of California, County of Orange court ordered arbitration program, refer to Local Rule 360.

The Orange County Superior Court offers programs for Civil Mediation and Early Neutral Evaluation (ENE). For the Civil Mediation program, mediators on the Court's panel have agreed to accept a fee of \$300 for up to the first two hours of a mediation session. For the ENE program, members of the Court's panel have agreed to accept a fee of \$300 for up to three hours of an ENE session. Additional information on the Orange County Superior Court Civil Mediation and Early Neutral Evaluation (ENE) pilot programs is available on the Court's website at www.occourts.org.

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name & Address</i>): Telephone No.: _____ Fax No. (Optional): _____ E-Mail Address (Optional): _____ ATTORNEY FOR (<i>Name</i>): _____ Bar No.: _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE JUSTICE CENTER: <input type="checkbox"/> Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 <input type="checkbox"/> Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512 <input type="checkbox"/> Harbor-Laguna Hills Facility - 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251 <input type="checkbox"/> Harbor - Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595 <input type="checkbox"/> North - 1275 N. Berkeley Ave., P.O. Box 5000, Fullerton, CA 92838-0500 <input type="checkbox"/> West - 8141 13 th Street, Westminster, CA 92683-0500	
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION	CASE NUMBER: _____

Plaintiff(s)/Petitioner(s), _____

and defendant(s)/respondent(s), _____

agree to the following dispute resolution process:

- Mediation
- Arbitration (must specify code)
 - Under section 1141.11 of the Code of Civil Procedure
 - Under section 1280 of the Code of Civil Procedure
- Neutral Case Evaluation

The ADR process must be completed no later than 90 days after the date of this Stipulation or the date the case was referred, whichever is sooner.

- I have an *Order on Court Fee Waiver* (FW-003) on file, and the selected ADR Neutral(s) are eligible to provide pro bono services.
- The ADR Neutral Selection and Party List is attached to this Stipulation.

We understand that there may be a charge for services provided by neutrals. We understand that participating in an ADR process does not extend the time periods specified in California Rules of Court rule 3.720 et seq.

Date: _____ (SIGNATURE OF PLAINTIFF OR ATTORNEY) _____ (SIGNATURE OF PLAINTIFF OR ATTORNEY)

Date: _____ (SIGNATURE OF DEFENDANT OR ATTORNEY) _____ (SIGNATURE OF DEFENDANT OR ATTORNEY)

ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE JUSTICE CENTER: <input checked="" type="checkbox"/> Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 <input type="checkbox"/> Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512 <input type="checkbox"/> Harbor-Laguna Hills Facility - 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251 <input type="checkbox"/> Harbor - Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595 <input type="checkbox"/> North - 1275 N. Berkeley Ave., P.O. Box 5000, Fullerton, CA 92838-0500 <input type="checkbox"/> West - 8141 13 th Street, Westminster, CA 92683-0500	<i>FOR COURT USE ONLY</i>
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
ALTERNATIVE DISPUTE RESOLUTION (ADR) NEUTRAL SELECTION AND PARTY LIST <input type="checkbox"/> Arbitration <input type="checkbox"/> Mediation <input type="checkbox"/> Neutral Evaluation	CASE NUMBER:

(ATTACH THIS FORM TO FORM L-1270, ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION, AND FILE IT WITH THE COURT.)

ADR NEUTRAL SELECTION

For Arbitration, parties may select a Neutral and Alternate or may have a Neutral randomly assigned from the Court's Panel. For Mediation and Neutral Evaluation, parties must select a Neutral and an Alternate below.

For Arbitration, please check this box to have an arbitrator assigned at random.

The parties select the following Neutral and Alternate from the Court ADR Panel:

Neutral: _____

Alternate: _____

The above named Neutral will be notified by a Notice of Assignment of ADR Neutral that he or she has been selected as the neutral in this proceeding. In the event the neutral does not accept the assignment, a new Notice of Assignment of ADR Neutral will be sent to the above named Alternate. The assignment of the Alternate to serve as the Neutral does not extend the time to complete the ADR process.

ALTERNATIVE DISPUTE RESOLUTION (ADR) NEUTRAL SELECTION AND PARTY LIST

Short Title:	Case Number:
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**PARTY LIST
(Including Affiliates)**

The parties agree that the ADR Session may be conducted on one of the following dates:

1. _____ 2. _____ 3. _____ 4. _____

Attorney and Firm Name: _____

Mailing Address: _____ City _____ ZIP _____

Area Code and Telephone Number: _____ Fax _____

Attorney for: _____

Attorney and Firm Name: _____

Mailing Address: _____ City _____ ZIP _____

Area Code and Telephone Number: _____ Fax _____

Attorney for: _____

Attorney and Firm Name: _____

Mailing Address: _____ City _____ ZIP _____

Area Code and Telephone Number: _____ Fax _____

Attorney for: _____

Attorney and Firm Name: _____

Mailing Address: _____ City _____ ZIP _____

Area Code and Telephone Number: _____ Fax _____

Attorney for: _____

This Party List must also include the full names, addresses, and phone numbers of corporate parties' parent and subsidiary corporations, and of all insurance carriers. Counsel must immediately notify the neutral upon discovery if any attorney or self-represented party is not listed on this Party List Form.

Attach additional copies of this page if necessary to include additional parties, affiliated entities or insurance carriers.

**ALTERNATIVE DISPUTE RESOLUTION (ADR)
NEUTRAL SELECTION AND PARTY LIST**