

S U M M O N S
(CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
Shahram Aynehchi, an individual

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

FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

AUG 04 2006

ALAN SLATER, Clerk of the Court

BY: G. GALON, DEPUTY

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
Meshkani Co., Inc., a California corporation

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.

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.courtinfo.ca.gov/selfhelp/espanol/), 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.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):
Orange County Superior Court
Central Justice Center
700 Civic Center Drive West
Santa Ana, CA 92701

CASE NUMBER
(Número del Caso): 06CC08762

JUDGE RANDELL L. WILKINSON
DEPT. C19

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Rintala Smoot Jaenicke & Rees LLP
AnnMarie De Vita (State Bar No. 217835)
10351 Santa Monica Boulevard
Los Angeles, CA 90025 310-203-0935 Facsimile 310-556-8921

DATE: **AUG 04 2006** ALAN SLATER Clerk, by **G. GALON**, 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)).

[SEAL]

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)*: 8/9/06

1 J. Larson Jaenicke [State Bar No. 73876]
2 AnnMarie De Vita [State Bar No. 217835]
3 RINTALA, SMOOT, JAENICKE & REES LLP
4 10351 Santa Monica Boulevard, Suite 400
5 Los Angeles, California 90025-6937
6 Telephone: (310) 203-0935
7 Facsimile: (310) 556-8921

8 Attorneys for Plaintiff
9 Meshkani Co., Inc.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

AUG 04 2006

ALAN SLATER, Clerk of the Court

BY: G. GALON, DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ORANGE - CENTRAL JUSTICE CENTER

10
11 MESHKANI CO., INC., a California
12 corporation,

13 Plaintiff,

14 v.

15 SHAHRAM AYNEHCHI, an individual,

16 Defendant.

CASE NO. 06CC08762

COMPLAINT FOR (1) BREACH OF
ORAL AGREEMENT; (2) MONEY
LENT; AND (3) ACCOUNT STATED

JUDGE RANDELL L. WILKINSON
DEPT. C19

17 Plaintiff Meshkani Co., Inc. ("Meshkani" or "Plaintiff") alleges as follows:

18 1. Plaintiff is, and all times relevant hereto was, a California corporation
19 organized and existing under the laws of the State of California and qualified to do business
20 in the State of California.

21 2. Plaintiff is informed and believes and thereupon alleges that defendant
22 Shahram Aynehchi ("Aynehchi") is, and at all times relevant hereto was, an individual
23 residing in the City of Tustin in the County of Orange in the State of California.

24 **GENERAL ALLEGATIONS**

25 3. At all times relevant hereto, Aynehchi was a shareholder, officer and director
26 of Meshkani. The officers, directors and shareholders of Meshkani were friends and/or
27 relatives of each other, who agreed to be paid for their services to Meshkani from the income
28 of Meshkani.

RINTALA, SMOOT, JAENICKE & REES LLP

ATTORNEYS AT LAW
10351 SANTA MONICA BOULEVARD, SUITE 400
LOS ANGELES, CALIFORNIA 90025-6937

1 4. Commencing in or about 1998, Meshkani periodically paid money to Aynehchi
2 (as well as the other officers, directors and shareholders) when there was insufficient income
3 from its operations. Such payments were classified as loans on the financial books and
4 records of Meshkani with the consent of Aynehchi as well as the other officers, directors and
5 shareholders of Meshkani. On occasion, the loan amount would be increased or reduced as
6 appropriate; increased if there was not sufficient income to cover the payments to Aynehchi
7 and decreased when the payments were less than Meshkani's income. This practice
8 continued through December 2003 and was confirmed by Meshkani's corporate financial
9 books and records and by Aynehchi.

10 5. Aynehchi and Meshkani agreed that any and all amounts recorded as loans to
11 Aynehchi would be repaid at a later date and would be repaid at such time as determined by
12 Meshkani.

13 6. Aynehchi no longer performs services for Meshkani and currently owes
14 Meshkani \$372,811.42. In 2005, Aynehchi and Meshkani commenced settlement
15 discussions to resolve, among other things, repayment of the \$372,811.42. The parties
16 agreed not to commence any action against the other until the settlement negotiations
17 concluded. Such negotiations concluded in June 2006, without any resolution of the
18 amounts owed by Aynehchi to Meshkani.

19 7. On or about July 11, 2006, Meshkani made a written demand to Aynehchi for
20 the amounts due pursuant to the various loans, totaling \$372,811.42.

21 8. After the written demand for the return of the amounts due, Aynehchi refused,
22 and continues to refuse, to repay the amounts loaned, despite plaintiff's demand therefor.

23 **FIRST CAUSE OF ACTION FOR BREACH OF ORAL AGREEMENT**

24 9. Plaintiff incorporates the allegations of Paragraphs 1 through 8 above as though
25 set forth in full herein.

26 10. Aynehchi and Meshkani agreed that any and all amounts recorded as loans to
27 Aynehchi would be repaid at a later date and would be repaid at such time as determined by
28 Meshkani (the "Agreement").

1 11. On or about July 11, 2006, Meshkani made a written demand to Aynehchi for
2 the amounts due pursuant to the various loans, totaling \$372,811.42.

3 12. Meshkani fully performed all of the promises, covenants and conditions that it
4 was obligated to perform under and in connection with the Agreement, except for those
5 prevented or excused by Aynehchi.

6 13. Aynehchi breached the Agreement by, *inter alia*, refusing to repay the amounts
7 due upon demand, and continuing to fail and refuse to repay the amounts due and owing.

8 14. As a result of Aynehchi's breach of his obligations under the Agreement,
9 Meshkani has been damaged in an amount of not less than \$372,811.42, plus interest at the
10 legal rate of ten percent pursuant to the Code of Civil Procedure section 3289, from and after
11 July 11, 2006.

12 **SECOND CAUSE OF ACTION FOR MONEY LENT**

13 15. Plaintiff incorporates the allegations of Paragraphs 1 through 8 above as though
14 set forth in full herein.

15 16. Within one year past, Aynehchi has become indebted to Meshkani for monies
16 loaned to Aynehchi and delivered at his request.

17 17. No payment has been made by Aynehchi to plaintiff, and there is now owing
18 the sum of \$372,811.42, with interest on that amount at the rate of ten percent per year from
19 and after July 11, 2006, when plaintiff demanded the return of the loan and such amounts
20 became due.

21 **THIRD CAUSE OF ACTION FOR ACCOUNT STATED**

22 18. Plaintiff incorporates the allegations of Paragraphs 1 through 8 above as though
23 set forth in full herein.

24 19. Within four years past, an account was stated in writing on the Agreement for
25 loan proceeds alleged in the complaint. In the statement, the parties agreed that Aynehchi
26 was indebted to Meshkani in the sum certain of \$442,383.31.

27 20. Although demanded by Meshkani from Aynehchi, the agreed balance has not
28 been paid in full, and the sum of \$372,811.42 remains outstanding.

1 21. There is now due, owing, and unpaid from Aynehchi to Meshkani the sum of
2 \$372,811.42, together with interest thereon at the rate of ten percent per year from and after
3 July 11, 2006.

4 WHEREFORE, Plaintiff Meshkani prays for judgment as follows:

- 5 1. For general damages in the amount of \$372,811.42;
6 2. For interest on such sum at the legal rate of ten percent from and after July 11,
7 2006;
8 3. For costs of the suit incurred; and
9 4. For any such other further relief as the Court may deem just and proper.

10 Dated: August 4, 2006

Respectfully submitted,

11 RINTALA, SMOOT, JAENICKE & REES LLP
12 J. Larson Jaenicke
13 AnnMarie De Vita

14 By: AnnMarie De Vita
15 AnnMarie De Vita
16 Attorneys for Defendant Meshkani Co., Inc.
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Superior Court of California
County of Orange

HONORABLE RANDELL L. WILKINSON / DEPARTMENT C19

**CENTRAL JUSTICE CENTER
P.O. Box 838
Santa Ana, Ca 92702-0838
(714) 834-2200
www.occourts.org**

EX PARTE POLICIES AND PROCEDURES

| | |
|-----|---|
| 1. | Phone (714) 834-2200 for fee or filing information. Phone (714) 834-3766 re: scheduling noticed motions or confirming hearing dates (ex-parte excepted). |
| 2. | Ex-Parte Applications are heard Monday, Tuesday and Thursday, Promptly at 4:00 pm, Wednesday at 3:30 pm and Friday at 11:30 am. Except as modified herein, all local Court rules and policies shall apply to ex-parte applications (See OCSCR 501). |
| 3. | Moving party shall notify the bailiff in Department C19 (714) 834-3720, no later than 4:00 pm the day before the matter is to be heard and supply whatever information may be requested. |
| 4. | Ex-Parte Application shall be presented in Department C19 no later than 9:30 am on the day of the ex-parte hearing. |
| 5. | The moving party shall submit on the moving papers, <u>unless the Court invites oral argument</u> (i.e. If it isn't in the declaration, it won't be considered). |
| 6. | The first paragraph of the Ex Parte Application shall state the irreparable harm that will occur if the relief requested is not granted until after a formally noticed hearing. |
| 7. | Most Ex-Parte matters are ruled on without oral argument. |
| 8. | The hearing of Ex-Parte matters shall not interfere with or delay the trial in progress; counsel may have to wait. |
| 9. | The fee required for each Ex-Parte Application must be paid in the Clerk's office (Central Justice Center, Room D110, First Floor) prior to presenting documents to Dept. C19. |
| 10. | The correct mailing address for all documents in cases assigned to Judge Wilkinson is: Superior Court of California, Clerk of the Court P.O. Box 838, Santa Ana, CA 92702-0838. |

**Superior Court of California
County of Orange, Central Justice Center**

| DEPT | CIVIL JUDGES | *NOTICED MOTIONS HEARD | EX PARTES HEARD: | TELEPHONIC NOTICE TO COURTROOM NO LATER THAN: | **EX PARTE APPLICATION PRESENTED IN COURTROOM NO LATER THAN: |
|---|-----------------------|--|----------------------------------|--|--|
| CIVIL CASE MANAGEMENT PANEL, JUDGE HORN, SUPERVISING | | | | | |
| C4 | ANDLER 834-4495 | FRI. 10:00 A.M. Rulings posted on the Internet. | M -FRI. 9:00 A.M. | NOON DAY BEFORE HEARING | 3:00 P.M. DAY BEFORE EX PARTE HEARING |
| C6 | BANKS 834-3710 | FRI, 10:00A.M. Rulings posted on Internet NOTE: DEPT. REQUIRES MOTIONS BE RESERVED WITH C6 PRIOR TO FILING BY CALLING (714) 834-3710 | PROMPTLY AT 8:45 A.M. | NOON, DAY BEFORE HEARING | 3:00 P.M., DAY BEFORE EX PARTE HEARING |
| C20 | BRENNER 834-5135 | TUES., 1:30 P.M. Rulings on Internet until Noon on Tuesday*If Monday is a holiday, L&M is heard on Thursday at 1:30 P.M. | TU,W,TH,F. 9:00 A.M. | 9:00 A.M., DAY BEFORE EX PARTE HEARING | 3:00 P.M., DAY BEFORE EX PARTE HEARING |
| C26 | CHOATE 834-5532 | THURS. 1:30 P.M. Rulings posted on Internet | M - F 9:00 A.M. | NOT REQUIRED; RECEIPT OF EX PARTE PAPERS SHALL CONSTITUTE NOTICE TO THE COURT. | NO LATER THAN NOON, DAY BEFORE EX PARTE HEARING |
| C8 | CRAMIN 834-3700 | FRI, 10:00 A.M. | M - F 9:00 A.M. | NOT REQUIRED. | NO LATER THAN 12:00 P.M., THE DAY BEFORE EX PARTE HEARING |
| W12 *** | DI CESARE 896-7842 | FRI, 10:00 A.M. Reservations are not required. Call (714) 896-7414 or 7420 to ask about unavailable dates. Tentative Rulings are posted on the Internet by 3:00 P.M. day prior to motion date. | M, T, W, F 1:30 P.M. | NOON, DAY BEFORE EX PARTE HEARING | 10:30 A.M. DAY OF EX PARTE HEARING |
| C15 | DIDIER 834-4685 | FRI., 9:00 A.M. Tentative Rulings posted on Internet by 3:00 P.M. day prior to motion date. | M -TH 8:30 A.M. | NOON, DAY BEFORE EX PARTE HEARING | 3:00 P.M. DAY PRIOR TO THE EX PARTE HEARING |
| W11 *** | ERICKSON 896-7176 | THURS. 1:30 P.M. | M, TU, W, F 1:30 P.M. | NOON, DAY BEFORE EX PARTE HEARING | 10:30 A.M., DAY OF EX PARTE HEARING |
| C34 | FELL 834-2264 | TUES. AT 1:45 P.M. (Rulings on Internet by 4:30 P.M. day prior to motion date). NOTE: File papers directly in Clerk's office; reservations are no longer needed. | M - F 8:30 A.M. | NOT REQUIRED | 2:00 P.M., DAY BEFORE EX PARTE HEARING |
| C62 | GLASS 834-4395 | Mon., 1:30 P.M. Rulings posted on Internet Friday prior to hearing | M at 10:00 a.m. T-F at 9:00 a.m. | 9:00 A.M., DAY BEFORE EX PARTE HEARING | 3:00 A.M., DAY BEFORE EX PARTE HEARING |
| C29 | HAYES 834-2199 | FRI., 9:00 A.M. Rulings on Internet by 3:00 PM on Thursday | M,T,W,TH 9:00 A.M. | 9:00 A.M., DAY BEFORE EX PARTE HEARING | 3:00 P.M., DAY BEFORE EX PARTE HEARING |
| C33 | HORN 834-2314 | TUES. AT 1:30 P.M. *If Monday is a holiday, L&M is heard on Thursday at 1:30 P.M. | T - F 9:00 A.M. | 9:00 A.M. DAY BEFORE EX PARTE HEARING | 3:00 P.M. DAY BEFORE EX PARTE HEARING |
| C12 | HUNT 834-3750 | Tues. thru Thurs. 8:30 A.M. NOTE: MSJ'S AND DEMURRERS MUST BE RESERVED WITH C-12 PRIOR TO FILING BY CALLING 714/834-3750 | M - F. 1:30 P.M. | NOT REQUIRED | SUBMIT DOCUMENTS AT THE TIME OF HEARING |
| C27 | LEWIS 834-2287 | Mon. 10:30 A.M. (Rulings posted on Internet 12:00, Friday prior to Monday hearing date) | T - TH 8:30 A.M. | 10:00 A.M. DAY BEFORE EX PARTE HEARING | 2:00 P.M. THE DAY BEFORE EX PARTE HEARING |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

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

Rule 201.9(c) of the California Rules of Court require you to serve a copy of the ADR information package along with the complaint and/or cross-complaint.

California Rules of Court - Rule 201.9 Information about 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) In counties that are participating in the Dispute Resolution Programs Act (DRPA), information about the availability of local dispute resolution programs funded under 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

Did you know that most civil lawsuits settle without a trial?

Introduction

And did you know that there are a number of ways to resolve civil disputes without having to sue somebody? These alternatives to a lawsuit are known as alternative dispute resolution (ADR). The most common forms of ADR are mediation, arbitration, and case evaluation. There are a number of other kinds of ADR as well.

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediation, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help parties resolve disputes without having to go to court. ADR is not new. ADR is available in many communities, through dispute resolution programs and private neutrals.

Advantages of ADR

ADR can have a number of advantages over a lawsuit. ADR can be speedier. A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years. ADR can save money. Court costs, attorneys fees, and expert fees can be saved. ADR can permit more participation. The parties may have more chances to tell their side of the story than in court and may have more control over the outcome. ADR can be flexible. The parties can choose the ADR process that is best for them. For example, in mediation the parties may decide how to resolve their dispute.

ADR can be cooperative. This means that the parties having a dispute may work together with the neutral to resolve the dispute and agree to a remedy that makes sense to them, rather than work against each other. ADR can reduce stress. There are fewer, if any, court appearances. And because ADR can be speedier, and save money, and because the parties are normally cooperative, ADR is easier on the nerves. The parties don't have a lawsuit hanging over their heads for years.

ADR can be more satisfying. For all the above reasons, many people have reported a high degree of satisfaction with ADR. Because of these advantages, many parties choose ADR to resolve a dispute, instead of filing a lawsuit. Even when a lawsuit has been filed, the court can refer the dispute to a neutral before the parties' positions harden and the lawsuit becomes costly. ADR has been used to resolve disputes even after a trial, when the result is appealed.

Disadvantages of ADR

ADR may not be suitable for every dispute. 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. 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. 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.

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.

Three Common Types of ADR

This pamphlet describes the forms of ADR most often found in the California state courts and discusses when each may be right for a dispute.

MEDIATION

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the mediator does not decide how the dispute is to be resolved. The parties do.

Mediation is a cooperative process, in which the parties work together toward a resolution that tries to meet everyone's interests, instead of working against each other, where at least one party loses. Mediation normally leads to better relations between the parties and to resolutions that hold up. For example, mediation has been very successful in family disputes, particularly with child custody and visitation.

Mediation is particularly effective when the parties have a continuing relationship, like neighbors or business people. Mediation also is very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to let out their feelings and find out how each other sees things. Mediation may not be a good idea when one party is unwilling to discuss a resolution or when one party has been a victim of the other or cannot have enough bargaining power in the mediation. However, mediation can be successful for victims seeking restitution from offenders. A mediator can meet with the parties separately when there has been violence between them.

| | |
|--|--|
| 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 92683-4593 | FOR COURT USE ONLY CASE NUMBER: _____ |
| PLAINTIFF: _____ DEFENDANT: _____ | |
| ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION <input type="checkbox"/> Unlimited Civil <input type="checkbox"/> Limited Civil | |

Plaintiff(s), _____

 and defendant(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
- Other (specify): _____
- Plaintiff(s) and Defendant(s) further agree as follows:

We understand that there may be a charge for services provided by private arbitrators and mediators.

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