

12-29-10 12:30 FROM LEHANI WHEEL COOP.

951 808-4780

T-791 P0005/0000 F-019

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Sign, state bar number, and address): Eric R. Alspaugh CSB 232554 2780 Railroad St. BL06104 Corona CA 92880 TELEPHONE NO.: 951 808 4220 FAX NO.: 951 808 4230		FOR COURT USE ONLY
ATTORNEY FOR (Name): SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside STREET ADDRESS: 4175 Main Street MAILING ADDRESS: CITY AND ZIP CODE: Riverside, CA 92501 BRANCH NAME: Riverside		
CASE NAME:		
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Coupler ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER:
		JUDGE:
		DEPT:

Items 1-5 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 PIP/BIAD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PIP/BIAD (23) Non-PIP/BIAD (Other) Tort ☐ Business tort/fair business practice (07) ☐ Civil rights (08) ☐ Defamation (15) ☐ Fraud (16) ☐ Intellectual property (10) ☐ Professional negligence (25) ☐ Other non-PIP/BIAD tort (36) Employment ☐ Wrongful termination (34) ☐ Other employment (15)	Contract ☒ Breach of contract/warranty (03) ☐ Collections (02) ☐ Insurance coverage (16) ☐ Other contract (27) Real Property ☐ Eminent domain/inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Oil and real property (26) Unlawful Harassment ☐ Commercial (31) ☐ Residential (32) ☐ Other (35) Judicial Review ☐ Asset forfeiture (05) ☐ Petition for writ of habeas corpus (17) ☐ Writ of mandamus (02) ☐ Other judicial review (38)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) ☐ Antitrust/trade regulation (03) ☐ Construction defect (14) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (42) 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 | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial prejudgmental judicial supervision |
3. Type of remedy sought (check all that apply):
 a. ☒ monetary b. ☒ nonmonetary: declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): **4**
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-013.)
- Date: **Eric R. Alspaugh**

- 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 3.223.) Failure to file may result in sanctions.
 - File this cover sheet in addition to any cover sheet required by local court rules.
 - 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 parties to the action or proceeding.
 - Unless this is a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

12-29-10 12:35 FROM LEXANI WHEEL CORP.

951-202-4239

T-701 P0003/0005 F-510

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

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

**Behrouz Mizban
T-Rex Truck Products, Inc.**

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

Lexani International, Inc.

FOR COUNTY CLERK ONLY
(SOLO PARA USO DEL CLERK)

FILED
CLERK OF SUPERIOR COURT
COUNTY OF RIVERSIDE

OCT 29 2010

A. Sanchez

NOTICE: You have been sued. The court may decide against you without you 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 small fee that you can use for your response. You can find more information on the California Courts website at www.courtinfo.ca.gov. Please read the information on the website carefully. If you do not respond within the 30-day time limit, the court may decide against you without you being heard. This is called a default judgment. If you do not respond within the 30-day time limit, the court may decide against you without you being heard. This is called a default judgment. If you do not respond within the 30-day time limit, the court may decide against you without you being heard. This is called a default judgment.

[Faint, mostly illegible text in the body of the summons, likely containing case details and legal instructions.]

[Faint, mostly illegible text at the bottom of the summons body.]

T-REX TRUCK PRODUCTS INC

☒ I am the defendant named in this summons and I am responding to this summons.

☐ I am not the defendant named in this summons and I am responding to this summons.

☐ I am the plaintiff named in this summons and I am responding to this summons.

☐ I am not the plaintiff named in this summons and I am responding to this summons.

☐ I am the attorney for the defendant named in this summons and I am responding to this summons.

☐ I am the attorney for the plaintiff named in this summons and I am responding to this summons.

10-29-10

Eric B. Alsbaugh, CSB No. 232554
 Lexani International, Inc.
 2380 Railroad Street
 Building 104
 Corona, California 92880
 Telephone: (951) 808-4220
 Facsimile: (951) 808-4230
 Email: Eric.Alsbaugh@lexani.com

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF RIVERSIDE

OCT 29 2010

A. Sanchez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF ORANGE

Lexani International, Inc., a Corporation,
 Plaintiff,

v.

Behrouz Mizban; T-REX Truck Products, Inc;
 and, DOES 1 through 10,
 Defendants.

CASE NO.

RIC 10021142

COMPLAINT FOR:

- (1) California Unfair Competition;
- (2) Common Law Unfair Competition;
- (3) Misappropriation of trade secret;
 and,
- (4) Breach of Contract

Filing Date: October 29, 2010
 Trial Date:

THE PARTIES

FILED BY FAX
 CRC 2005

1. Plaintiff, Lexani International, Inc. ("Asanti") is a California Corporation with its principal place of business at 2380 Railroad St., #104, Corona, California 92880.
2. Defendant, T-REX Truck Products, Inc. is a corporation with, a principal place of business at all material times, at 2365 Railroad Street, Corona, California 92880.
3. Defendant, Behrouz Mizban ("Mizban") is an individual who, on information and belief, at all material times, resided in Corona, California.

COMPLAINT

9 5. Plaintiff alleges that, at all times mentioned herein and unless otherwise
10 indicated, each of the defendants was and now is the agent of each of the other defendants,
11 and that each of the defendants, in performing the acts alleged, was acting within the course
12 and scope of such agency.

14 6. This court has personal jurisdiction over Defendants because their principal
15 place of business is in this County and Defendants transact business in this County, and has
16 made, used, offered for sale, or sold products that infringe the trade dress in this judicial
17 district.

7. Venue is proper in this action because Defendants are subject to personal jurisdiction and have committed acts of infringement and breach of contract in this County.

3. Lexani International, Inc. ("Asanti") was incorporated September 14, 2000 and is in the business of producing, selling, and distributing automotive accessories. Specifically, through the diligent branding of Asanti and its partners, Asanti has become a premier provider of wheels and grilles for upscale vehicles.

-2-

1 10. All Asanti grille designs were works for hire and design was directed and paid
2 for by Asanti. Asanti is the copyright owner of the Asanti grilles.

3 11. Prior to July 1, 2009 Asanti noticed numerous accounting irregularities, such as
4 late reports or no reports for products sold through Defendants. On or about July 1, 2009,
5 Asanti's President had a conversation with Defendants regarding a change to the Asanti
6 ongoing manufacturing and sales agreement. In particular, Asanti requested that Defendants
7 cease using any Asanti trademarks or other intellectual property, in any of its business
8 ventures other than those that were for the direct benefit and at the direction of Asanti. In
9 effect, the Asanti agreement was changed from a license agreement to solely a manufacturing
10 agreement.

11 12. On or about July 10, 2009, Asanti's counsel sent a letter to Defendants stating
12 that Defendants were not authorized to sell any trademarked products to anyone other than
13 Asanti.

14 13. On or about July 24, 2009 Defendants attempted negotiations with Asanti to
15 amend the June 2007 manufacturing and sales agreement, which included a complete
16 restriction on Defendants from manufacturing grilles for high end vehicles for brands other
17 than Asanti.

18 14. On or about July 29, 2009 Asanti's counsel sent an additional cease and desist
19 notice to Defendants, which also included a process for Defendants to sell Asanti branded
20 product through October 31, 2009.

21 15. On or about December 4, 2009, Asanti's counsel sent an additional cease and
22 desist reminder to the previous July 29, 2009 communication that clearly stated that
23 Defendants were not authorized to sell any Asanti copyrighted or trademarked products.

24 16. Despite having agreed to the terms of the June 2007 manufacturing and sales
25 agreement, and having actual knowledge of the protected nature of the intellectual property,
26 Defendants have failed and refused to refrain from marketing and selling Asanti trademarked
27 products to other interests.

28

17. Additionally, prior to October 12, 2010, Asanti entered into an oral agreement for manufacturing and distribution with Defendants for Asanti branded grilles. In performance of the agreement Defendants had access to proprietary information, including trade secrets and vendor lists of Asanti. Defendants purposefully sold or attempted to sell Asanti branded products in breach of the agreement by under reporting sales on royalty statements. Defendants, in breach of the Asanti agreement, have access to proprietary and confidential information of Asanti and continue to use the Asanti proprietary and confidential information without Asanti's permission. Further, Defendants may attempt to use Asanti proprietary information for unfair business practices.

FIRST CAUSE OF ACTION

(California Unfair Competition Against Defendants and Does 1 through 10)

18. Plaintiff Asanti realleges and incorporates by reference each allegation contained in paragraphs 1 through 18 above.

19. On or about July 2007 Defendants entered into an agreement with Asanti for manufacturing grilles. In performance of the agreement Asanti shared confidential client information including, customer lists, contact information and other proprietary information with Defendants.

20. Asanti alleges, on information and belief, that Defendants are using Asanti's confidential client information without permission and in breach of the Asanti agreement.

21. Defendants' conduct violates California Unfair Competition law and has and continues to damage Asanti.

22. Because of the deliberate, malicious, and oppressive nature of Defendants' conduct, Asanti seeks an award of punitive damages against Defendants in an amount sufficient to punish and deter them and others from similar acts. Further, due to the nature of the relationship, access to proprietary information, and past conduct it Asanti seeks an injunction against the Defendants from entering into the Asanti market for a period of no less than two years.

SECOND CAUSE OF ACTION

(Common Law Unfair Competition Against Defendants and Does 1 through 10)

23. Plaintiff Asanti realleges and incorporates by reference each allegation contained in paragraphs 1 through 23 above.

24. On or about July 2007 Defendants entered into an agreement with Asanti for manufacturing grilles. In performance of the agreement Asanti shared confidential client information including, customer lists, contact information and other proprietary information with Defendants.

25. Asanti alleges, on information and belief, that Defendants are using Asanti's confidential client information without permission and in breach of the Asanti agreement.

26. Defendants' conduct violates Common Law Unfair Competition and has and continues to damage Asanti.

27. Because of the deliberate, malicious, and oppressive nature of Defendants' conduct, Asanti seeks an award of punitive damages against Defendants in an amount sufficient to punish and deter them and others from similar acts. Further, due to the nature of the relationship, access to proprietary information, and past conduct it Asanti seeks an injunction against the Defendants from entering into the Asanti market for a period of no less than two years.

THIRD CAUSE OF ACTION

(Misappropriation of Trade Secret Against Defendants and Does 1 through 10)

28. Plaintiff Asanti realleges and incorporates by reference each allegation contained in paragraphs 1 through 28 above.

29. On or about July 2007 Defendants entered into an agreement with Asanti for manufacturing grilles. In performance of the agreement Asanti shared confidential client information including, customer lists, contact information and other proprietary information with Defendants.

30. Asanti alleges, on information and belief, that Defendants are using Asanti's confidential client information without permission and in breach of the Asanti agreement.

3 32. Because of the deliberate, malicious, and oppressive nature of Defendants'
4 conduct, Asanti seeks an award of punitive damages against Defendants in an amount
5 sufficient to punish and deter them and others from similar acts. Further, due to the nature of
6 the relationship, access to proprietary information, and past conduct it Asanti seeks an
7 injunction against the Defendants from entering into the Asanti market for a period of no less
8 than two years.

FOURTH CAUSE OF ACTION

(Breach of Contract Against Defendants and Does 1-10)

11 33. Plaintiff Asanti realleges and incorporates by reference each allegation
12 contained in paragraphs 1 through 33 above.

13 34. On or about July 2007 Defendants entered into an agreement with Asanti for
14 manufacturing grilles. In performance of the agreement Asanti shared confidential client
15 information including, customer lists, contact information and other proprietary information
16 with Defendants.

17 35. Asanti alleges on information and belief, that Defendants are using Asanti's
18 confidential client information without permission and in breach of the Asanti agreement.

19 36. Asanti alleges on information and belief that Defendants sold or offered for
20 sale Asanti branded products after the Asanti agreement was terminated.

21 37. Defendants' conduct is in breach of the Asanti agreement and has and
22 continues to damage Asanti.

23 38. Because of the deliberate, malicious, and oppressive nature of Defendants'
24 conduct, Asanti seeks an award of punitive damages against Defendants in an amount
25 sufficient to punish and deter them and others from similar acts in addition to the actual
26 damages associated with their breach and illegal conduct. Further, due to the nature of the
27 relationship, access to proprietary information, and past conduct it Asanti seeks an injunction

1 against the Defendants from entering into the Asanti market for a period of no less than two
2 years.

3 **PRAyer FOR RELIEF**

4 1. On the First through Fourth Causes of Action For:

5 (a) Actual damages to be determined at trial plus pre- and post-judgment
6 interest against Defendants;

7 (b) Punitive damages; and,

8 (c) Attorneys' fees and costs;

9 2. On the First through Fourth and Fourth Cause of Action For:

10 (a) An order preliminarily enjoining Defendants, their agents, servants,
11 employees and assigns and all those acting in concert with them from engaging
12 in sales or marketing activity related to the Asanti grille market;

13 3. On the Fourth Cause of Action for an accounting under the terms of the
14 agreement; and,

15 4. On All Causes of Action For:

16 (a) Such other and further relief as the Court may deem just.

17 Dated: October 29, 2010

Lexani International, Inc.

18
19
20 By 

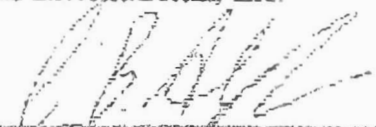
21 Eric B. Alsbaugh, Esq.
22 General Counsel

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff hereby demands trial by jury on all claims that are triable by jury.
25
26
27
28

Dated: October 29, 2010

Lexani International, Inc.

By: 

Eric B. Aispaugh, Esq.
General Counsel

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
4050 Main Street
Riverside, CA 92501
www.riverside.courts.ca.gov

NOTICE OF ASSIGNMENT TO DEPARTMENT FOR CASE MANAGEMENT PURPOSES
AND CASE MANAGEMENT CONFERENCE (CRC 3.722)

LEHANT INTERNATIONAL INC VS MIZBAN

CASE NO. RIC 10021142

This case is assigned to the Honorable Judge Mac R. Fisher
in Department 06 as the case management department.
The Case Management Conference is scheduled for 05/02/11
at 8:30 in Department 06.

The plaintiff/cross-complainant shall serve a copy of this notice on
all defendants/cross-defendants who are named or added to the
complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6(2) shall be
filed in accordance with that section.

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of
California, County of Riverside, and that I am not a party to this
action or proceeding. In my capacity, I am familiar with the practices
and procedures used in connection with the mailing of correspondence.
Such correspondence is deposited in the outgoing mail of the Superior
Court. Outgoing mail is delivered to and mailed by the United States
Postal Service, postage prepaid, the same day in the ordinary course
of business. I certify that I served a copy of the foregoing
notice on this date, by depositing said copy as stated above.

Dated: 10/29/10

Court Executive Officer/Clerk

By:

ANNA B SANCHEZ, Deputy Clerk

cc: cmc; cmob; cmch; cmc; cmcc
cmccb; cmcch; cmccu

10-29-'10 12:35 FROM-LEXANI WHEEL CORP.

951-808-4230

T-701 P0002/0005 F-515

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

☐ BANNING 165 E. Hwy, Banning, CA 92520☐ BLYTHE 205 North Broadway, Blythe, CA 92220☐ HEMET 840 N. State St., Hemet, CA 92343☐ INDIO 45-520 Crest St., Indio, CA 92281☐ MURRIETA 30755-Q Auto Road, Murrieta, CA 92563☒ RIVERSIDE 4080 Main St., Riverside, CA 92501☐ RIVERSIDE 1176 Main St., Riverside, CA 92501☐ TEMECULA 41002 County Center Dr., #100, Temecula, CA 92591

ATTORNEY OR UNREPRESENTED PARTY (Name, state bar number, and address):

Eric Aspaugh, CCB No. 232364
2980 Railroad St., BLDG104
Corona, California 92880

TELEPHONE NO:

(951) 808-4220

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

OCT 29 2010

A. Sanchez

ATTORNEY FOR (Name) Lexani International, Inc.

Petitioner:

Respondent:

CERTIFICATE OF COUNSEL

CASE NUMBER

RIC 10021142

The undersigned certifies that this matter should be tried or heard in the

FILED BY FAX
CRC 2005☒ Riverside ☐ Indio ☐ Hemet ☐ Blythe ☐ Southwest (Murrieta) (reason for the following reason(s):☒ The domestic dispute is located within the geographic boundaries☐ Other (specify):

Dated: 10/29/2010


Esolent

RI-1A

119M32522924.01 - 10/29/2010 12:30:43 PM

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE**

Alternative Dispute Resolution
<http://riverside.courts.ca.gov/adr/adr.htm>

Serving the Alternative Dispute Resolution (ADR) Information Package

Pursuant to California Rule of Court 3.221(c), in all general civil cases the plaintiff must serve a copy of the Alternative Dispute Resolution (ADR) information package on each defendant together with the complaint.

Cross-complainants must serve a copy of the Alternative Dispute Resolution (ADR) information package on any new parties to the action together with the cross-complaint.

To obtain a copy of the Court's Alternative Dispute Resolution information package, access the Court's website and type the following link <http://riverside.courts.ca.gov/adr/adrciv.pdf> or go to the [Fees & Forms](#) link and click on the ADR Information Package.

Copies of the Court's Alternative Dispute Resolution information package are also available at the Clerk's Office.



SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

www.riverside.courts.ca.gov

Self-represented parties: <http://riverside.courts.ca.gov/selfhelp/selfhelp.htm>

ALTERNATIVE DISPUTE RESOLUTION (ADR)

INFORMATION PACKAGE

(California Rules of Court, Rule 3.221; Local Rule, Title 4)

***** THE PLAINTIFF MUST SERVE THIS INFORMATION PACKAGE
ON EACH PARTY WITH THE COMPLAINT. *****

What is ADR?

Alternative Dispute Resolution (ADR) is a way of solving legal disputes without going to trial. The main types are mediation, arbitration and settlement conferences.

Advantages of ADR:

- **Faster:** ADR can be done in a 1-day session within months after filing the complaint.
- **Less expensive:** Parties can save court costs and attorneys' and witness fees.
- **More control:** Parties choose their ADR process and provider.
- **Less stressful:** ADR is done informally in private offices, not public courtrooms.

Disadvantages of ADR:

- **No public trial:** Parties do not get a decision by a judge or jury.
- **Costs:** Parties may have to pay for both ADR and litigation.

Main Types of ADR:

Mediation: In mediation, the mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to create a settlement agreement that is acceptable to everyone. If the parties do not wish to settle the case, they go to trial.

Mediation may be appropriate when the parties:

- want to work out a solution but need help from a neutral party; or
- have communication problems or strong emotions that interfere with resolution; or
- have a continuing business or personal relationship.

Mediation is not appropriate when the parties:

- want their public "day in court" or a judicial determination on points of law or fact;
- lack equal bargaining power or have a history of physical/emotional abuse.

Arbitration: Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration the arbitrator's decision is final; there is no right to trial. In "non-binding" arbitration, any party can request a trial after the arbitrator's decision. The court's mandatory Judicial Arbitration program is non-binding.

Arbitration may be appropriate when the parties:

want to avoid trial, but still want a neutral person to decide the outcome of the case.

Arbitration is not appropriate when the parties:

- do not want to risk going through both arbitration and trial (Judicial Arbitration)
- do not want to give up their right to trial (binding arbitration)

Settlement Conferences: Settlement conferences are similar to mediation, but the settlement officer usually tries to negotiate an agreement by giving strong opinions about the strengths and weaknesses of the case, its monetary value, and the probable outcome at trial. Settlement conferences often involve attorneys more than the parties and often take place close to the trial date.

RIVERSIDE COUNTY SUPERIOR COURT ADR REQUIREMENTS

ADR information and forms are posted on the ADR website: <http://riverside.courts.ca.gov/adr/adr.htm>

General Policy:

Parties in most general civil cases are expected to participate in an ADR process before requesting a trial date and to participate in a settlement conference before trial. (Local Rule 4.0000)

Court-Ordered ADR:

Certain cases valued at under \$50,000 may be ordered to judicial arbitration or mediation. This order is usually made at the Case Management Conference. See the "Court-Ordered Mediation Information Sheet" on the ADR website for more information.

Private ADR (for cases not ordered to arbitration or mediation):

Parties schedule and pay for their ADR process without Court involvement. Parties may schedule private ADR at any time; there is no need to wait until the Case Management Conference. See the "Private Mediation Information Sheet" on the ADR website for more information.

BEFORE THE CASE MANAGEMENT CONFERENCE (CMC), ALL PARTIES MUST:

1. Discuss ADR with all parties at least 30 days before the CMC. Discuss:
 - Your preferences for mediation or arbitration.
 - Your schedule for discovery (getting the information you need) to make good decisions about settling the case at mediation or presenting your case at an arbitration.
2. File the attached "Stipulation for ADR" along with the Case Management Statement, if all parties can agree.
3. Be prepared to tell the judge your preference for mediation or arbitration and the date when you could complete it.

(Local Rule 4.0018)

RIVERSIDE COUNTY ADR PROVIDERS INCLUDE:

- The Court's Civil Mediation Panel (available for both Court-Ordered Mediation and Private Mediation). See <http://adr.riverside.courts.ca.gov/adr/civil/panelist.php> or ask for the list in the civil clerk's office, attorney window.
- Riverside County ADR providers funded by DRPA (Dispute Resolution Program Act): Dispute Resolution Service (DRS) Riverside County Bar Association: (951) 682-1015 Dispute Resolution Center, Community Action Partnership (CAP): (951) 955-4500

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE ☐ Banning - 135 N. Alessandro Road, Banning, CA 92220 ☐ Hemet - 880 N. State Street, Hemet, CA 92343 ☐ Indio - 45-200 Oasis Street, Indio, CA 92201 ☐ Riverside - 4050 Main Street, Riverside, CA 92501 ☐ Temecula - 41002 County Center Drive, Bldg. C - Suite 100, Temecula, CA 92591		
PLAINTIFF(S):		CASE NUMBER:
DEFENDANT(S):		CASE MANAGEMENT CONFERENCE DATE(S):
STIPULATION FOR ALTERNATIVE DISPUTE RESOLUTION (ADR) (CRG 3.221; Local Rule, Title 4)		

Court-Ordered ADR:

Eligibility for Court-Ordered Mediation or Judicial Arbitration will be determined at the Case Management Conference. If eligible, the parties agree to participate in:

☐ Mediation ☐ Judicial Arbitration (non-binding)

Private ADR:

If the case is not eligible for Court-Ordered Mediation or Judicial Arbitration, the parties agree to participate in the following ADR process, which they will arrange and pay for without court involvement:

☐ Mediation ☐ Judicial Arbitration (non-binding)
☐ Binding Arbitration ☐ Other (describe): _____

Proposed date to complete ADR: _____

SUBMIT THIS FORM ALONG WITH THE CASE MANAGEMENT STATEMENT.

PRINT NAME OF PARTY OR ATTORNEY ☐ Plaintiff ☐ Defendant	SIGNATURE OF PARTY OR ATTORNEY	DATE
PRINT NAME OF PARTY OR ATTORNEY ☐ Plaintiff ☐ Defendant	SIGNATURE OF PARTY OR ATTORNEY	DATE
PRINT NAME OF PARTY OR ATTORNEY ☐ Plaintiff ☐ Defendant	SIGNATURE OF PARTY OR ATTORNEY	DATE
PRINT NAME OF PARTY OR ATTORNEY ☐ Plaintiff ☐ Defendant	SIGNATURE OF PARTY OR ATTORNEY	DATE
☐ Additional signature(s) attached		

**ALTERNATIVE DISPUTE RESOLUTION (ADR)
STIPULATION**