

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: AUTOMOTIVE ELITE INVESTMENTS, INC.,
(AVISO AL DEMANDADO): a California corporation, d/b/a
CHICO VOLKSWAGEN and CHICO MAZDA, and DOES 1 through 10,
inclusive

YOU ARE BEING SUED BY PLAINTIFF: RICK BROWER, on behalf of
(LO ESTÁ DEMANDANDO EL DEMANDANTE): himself and all
"aggrieved employees" pursuant to Labor Code § 2698 et
seq.

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

Superior Court of California
County of Butte
1/6/2022
By Sharif Elmallah, Clerk Deputy
Electronically FILED

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:
(El nombre y dirección de la corte es):
Superior Court of California, County of Butte
1775 Concord Avenue
Chico, California 95928

CASE NUMBER:
(Número del Caso): **22CV00032**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Alex P. Katofsky, Esq., SBN: 202754
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Gaines & Gaines, APLC
27200 Agoura Road, Suite 101, Calabasas, CA 91301

DATE: **1/6/2022** Sharif Elmallah Clerk, by Sharif Elmallah Deputy
(Fecha) (Secretario) Sharif Elmallah (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

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ 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):	
4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Alex P. Katofsky, Esq. SBN: 202754 Gaines & Gaines, APLC 27200 Agoura Road, Suite 101, Calabasas, CA 91301 TELEPHONE NO.: 818-703-8985 FAX NO. (Optional): 818-703-8984 E-MAIL ADDRESS: alex@gainestlawfirm.com ATTORNEY FOR (Name): Plaintiff, Rick Brower		FOR COURT USE ONLY F I L E D Superior Court of California County of Butte 1/6/2022 By D. Hattip Shirley Emelian, Clerk Deputy Electronically FILED F I L E D
SUPERIOR COURT OF CALIFORNIA, COUNTY OF BUTTE STREET ADDRESS: 1775 Concord Avenue MAILING ADDRESS: 1775 Concord Avenue CITY AND ZIP CODE: Chico, 95928 BRANCH NAME: North Butte County Courthouse		
CASE NAME: Brower v. Automotive Elite Investments, Inc., et al.		

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: 22CV00032 JUDGE: DEPT.:
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To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

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

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
EVAN S. GAINES ESQ. SBN 287668
evan@gaineslawfirm.com
GAINES & GAINES, APLC
27200 Agoura Rd., Suite 101
Calabasas, CA 91301
Telephone: (818) 703-8985
Facsimile: (818) 703-8984



Attorneys for Plaintiff Rick Brower, on behalf of himself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF BUTTE**

RICK BROWER, on behalf of himself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

AUTOMOTIVE ELITE INVESTMENTS,
INC., a California corporation, d/b/a CHICO
VOLKSWAGEN and CHICO MAZDA, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO: **22CV00032**

**REPRESENTATIVE ACTION
COMPLAINT FOR PENALTIES
PURSUANT TO LABOR CODE § 2699(f)
FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 226(a), 226.7, 510, 512, AND
1194, AND PURSUANT TO LABOR
CODE § 2699(a) FOR VIOLATIONS OF
LABOR CODE §§ 226.3 AND 558**

1 Plaintiff RICK BROWER (“Plaintiff”), on behalf of himself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of MEDIC
3 AUTOMOTIVE ELITE INVESTMENTS, INC., a California corporation, d/b/a CHICO
4 VOLKSWAGEN and CHICO MAZDA, and/or any subsidiaries or affiliated companies (hereinafter
5 referred to as “Defendants”), as follows:

6 **I.**

7 **INTRODUCTION AND FACTUAL BACKGROUND**

8 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
9 Plaintiff and other non-exempt California employees who currently work or formerly worked for
10 Defendants (“Aggrieved Employees”).

11 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
12 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
13 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
14 consistent policies of:

15 a. Failing to pay Plaintiff and other Aggrieved Employees all wages due during
16 the course of their employment, including, but not limited to, all minimum and overtime wages due.
17 Defendants paid Plaintiff and Aggrieved Employees piece-rate, and/or commission wages. However,
18 some tasks had no compensable piece-rate or commission unit associated with them, such that they
19 went uncompensated. This includes rest periods, which must be separately paid; however, Defendants
20 failed to provide compensated rest periods and denied rest periods altogether. Plaintiff and Aggrieved
21 Employees were not compensated for all hours worked (and thus, all minimum and overtime wages
22 due) when they performed tasks for which no piece-rate or commission was associated, including rest
23 periods. This violates Labor Code §§ 510, 558, and 1194;

24 b. Failing to pay premium wages to Plaintiff and Aggrieved Employees who were
25 denied rest periods, in violation of Labor Code §§ 226.7 and 558 and IWC Wage Order 7-2001.
26 Plaintiff and all other Aggrieved Employees were routinely not authorized and unable to take a 10-
27 minute rest period for every four (4) hours of work or major fraction thereof, but were not paid
28 premium wages of one hour’s pay for each missed rest period. Furthermore, as discussed above,

1 Defendants paid Plaintiff and certain Aggrieved Employees on a commission/piece-rate basis for
2 completing and performing certain tasks. However, some tasks had no compensable
3 commission/piece-rate unit associated with that task, such that those tasks went uncompensated,
4 including rest periods, which must be separately paid. Plaintiff and other Aggrieved Employees are
5 entitled to all wages due for unpaid rest periods. Plaintiff and other Aggrieved Employees were also
6 denied off-duty, paid rest periods altogether, but were never paid rest period premium wages as a
7 result. This violates Labor Code §§ 226.7 and 558 and IWC Wage Order 7-2001;

8 c. Failing to pay Plaintiff and all other Aggrieved Employees premium wages for
9 missed and denied meal periods, in violation of Labor Code §§ 226.7, 512 and 558 and IWC Wage
10 Order 7-2001. Plaintiff and other Aggrieved Employees were routinely denied, and not authorized to
11 take, an uninterrupted, 30-minute meal period for every shift worked over five hours in duration, and
12 a second 30-minute meal period for every shift worked over ten hours in duration, but were not paid
13 premium wages of one hour's pay for each missed meal period. Further, when meal periods were
14 provided, they were typically late, short, or interrupted in the middle. This violates Labor Code §§
15 226.7, 512, and 558 and IWC Wage Order 7-2001;

16 d. Failing to provide Plaintiff and Aggrieved Employees with wage statements
17 that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3.
18 Plaintiff and other Aggrieved Employees were not paid all minimum and overtime wages and
19 premium meal and rest period wages due, as stated above. As such, the wage statements provided by
20 Defendants failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1)
21 and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned,
22 in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the
23 pay period and the corresponding number of hours worked at each rate, in violation of Labor Code
24 §§ 226(a)(9) and 226.3; and

25 e. Failing to pay Plaintiff and certain other Aggrieved Employees all wages due
26 at the separation of their employment based on the time frames required by Labor Code §§ 201 and
27 202. As stated above, Plaintiff and other Aggrieved Employees were not paid all wages due during
28

1 the course of their employment and, as a result of this failure, they were not timely paid all wages due
2 at the separation of their employment. This violates Labor Code §§ 201-202.

3 3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §
4 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

5 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
6 The Labor Code violations alleged against Defendants herein arose in Butte County, California.

7 **II.**

8 **PARTIES**

9 **A. Plaintiff**

10 5. Plaintiff RICK BROWER was employed by Defendants from January 2021 through
11 September 2021 as a non-exempt employee in Butte County, California.

12 **B. Defendant**

13 6. Defendant AUTOMOTIVE ELITE INVESTMENTS, INC., is a California
14 corporation, doing business as CHICO VOLKSWAGEN and CHICO MAZDA, and which employed
15 Plaintiff and Aggrieved Employees throughout the State of California, including Butte County,
16 California.

17 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
18 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
19 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
20 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
21 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
22 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
23 designated hereinafter as DOES when such identities become known.

24 8. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
25 in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme,
26 business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally
27 attributable to the other Defendants.

9. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS

**PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR
CODE §§ 201, 202, 226(a), 226.7, 510, 512, AND 1194, AND PURSUANT TO LABOR CODE
§ 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

11. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to penalties and other relief in an amount to be shown at the time of trial subject to the following formula:

a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, and 1194; and

b. Pursuant to Labor Code § 2699(f), the penalties as authorized by Labor Code §§ 226.3 and 558.

13. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

14. On October 27, 2021, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendant, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)

1 calendar days of October 27, 2021. Plaintiff may therefore commence this action to seek civil
2 penalties pursuant to Labor Code § 2698 *et seq.*

3 Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as
4 described below.

5 **IV.**

6 **RELIEF REQUESTED**

7 WHEREFORE, Plaintiff prays for the following relief:

- 8 1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other
9 Aggrieved Employees;
- 10 2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1)
11 and other applicable law;
- 12 3. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable
13 law; and
- 14 4. Such other and further relief as this Court may deem just and proper.

15 Dated: January 5, 2022

Respectfully submitted,

16 GAINES & GAINES
17 A Professional Law Corporation

18 By: Daniel F. Gaines
19 DANIEL F. GAINES
20 EVAN S. GAINES
21 Attorneys for Plaintiff
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name & Address): TELEPHONE NO: ATTORNEY FOR (Name): SUPERIOR COURT OF CALIFORNIA, COUNTY OF BUTTE ☐ Butte County Courthouse One Court Street, Oroville, CA 95965 (530) 532-7002 ☒ North Butte County Courthouse 1775 Concord Avenue, Chico, CA 95928 (530) 532-7009	FOR COURT USE ONLY F Superior Court of California County of Butte F I JAN 06 2022 I L Sharif Elmallah, Clerk L E By <u>D. HATTRUP</u> E D Deputy D
PLAINTIFF(S): RICK BROWER DEFENDANT(S): AUTOMOTIVE ELITE INVESTMENTS, INC, A CALIFORNIA CORPORATION	
NOTICE OF ASSIGNMENT & CASE MANAGEMENT CONFERENCE	CASE NUMBER: 22CV00032

1. NOTICE is given of Assignment of the above entitled case for all purposes to Judge **Stephen E Benson**.
2. NOTICE is given that the Case Management Conference is scheduled as follows:
 Date: **June 29, 2022** Time: **10:30 A.M.** Court Facility: ☒ **CHICO (1775 CONCORD AVE, CHICO)**

PLAINTIFF/CROSS COMPLAINANT MUST SERVE THIS NOTICE WITH SUMMONS AND COMPLAINT/CROSS COMPLAINT
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3. You **must** file and serve a completed Case Management Statement at least fifteen days before the conference.
4. You **must** be familiar with the case and be fully prepared to participate effectively in the Case Management Conference by personal or telephonic appearance. (Telephonic appearances are arranged by calling Court Call at 1-888-882-6878).
5. At the Case Management Conference, the court shall make pretrial orders, including but not limited to:
 - a. Establishing a discovery schedule.
 - b. Ordering the case to mediation or arbitration.
 - c. Dismissing fictitious defendants.
 - d. Scheduling exchange of expert witness information.
 - e. Setting subsequent conferences and the trial date.
 - f. Consolidating cases.
 - g. Severing trial of cross-complaints or bifurcating trial of issues.
 - h. Determining when demurrers, motions to strike and other motions are to be noticed.

*** * * Note: Counsel and Parties Should Review CRC §3.720-3.730. * * ***

Tentative Rulings: Although not applicable to Case Management Conferences, the Court advises counsel that for law and motion matters, the Court follows the tentative ruling procedure set forth in CRC § 3.1308(a)(1) and in Local Rule 2.9: tentative rulings on law and motion matters will be available on the Court's website at www.buttecourt.ca.gov and by telephone at (530) 532-7022 by 3:00 p.m. on the Court day preceding the hearing. By 4 p.m. that same day, a party must notify all other parties and the Court of their intention to argue. If timely notice is not given, no oral argument will be permitted unless the court has directed the parties to provide further argument in its tentative ruling.

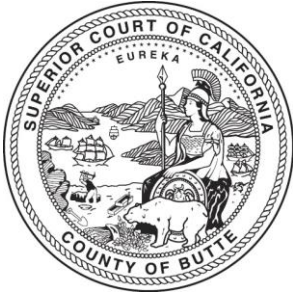
*** * Sanctions * ***

If you do not, (1) file the Case Management Statement, (2) attend the Case Management Conference personally or by telephone (or have counsel attend for you), and/or (3) you (or counsel appearing for you) do not participate effectively in the conference, the court may impose sanctions (including dismissal of the case and payment of money).

I declare under penalty of perjury that I am not a party to this action, am at least 18 years of age and that I personally Mailed a copy of this Notice of Assignment & Case Management Conference with the conference date and hearing time inserted to Alex Paul Katofsky, a person representing the plaintiff/cross-complainant.

Date: January 06, 2022

Sharif Elmallah, Clerk of the Court, by Dawn Hattrup, Deputy.



SUPERIOR COURT OF CALIFORNIA, COUNTY OF BUTTE

ALTERNATIVE DISPUTE RESOLUTION

PACKET

KIMBERLY FLENER
Court Executive Officer
Superior Court of California, County of Butte
1775 Concord Avenue
Chico, CA 95928
(530) 532-7009

This packet contains information regarding Alternative Dispute Resolution (ADR) and the form to stipulate to ADR.

Note: This packet must be served to the opposing party along with the complaint. (*California Rule of Court 3.221*)

Alternative Dispute Resolution Program Information

YOU DON'T HAVE TO GO TO TRIAL: Other Ways to Resolve a Civil Dispute

*Did you know that most civil lawsuits settle without a trial? There are a number of ways to resolve civil disputes without having to go to trial. These alternatives to a lawsuit are known as **Alternative Dispute Resolution (ADR)** an increasingly popular option that allows people to resolve disputes outside of court in a cooperative manner.*

Butte County's ADR department is dedicated to helping you determine the type of ADR that is most likely to help you resolve your dispute. For more questions, please contact Butte County Superior Court at (530) 532-7009 or visit our ADR website at <http://www.buttecourt.ca.gov/apps/CivilADR/Default.htm>

What Are The Advantages Of Using ADR?

- *Faster* – Litigation can take years to complete but ADR usually takes weeks or months.
- *Cheaper* – Parties can save on attorneys' fees and litigation costs.
- *Cooperative and less stressful* – In mediation, parties cooperate to find a mutually agreeable resolution.
- *Preserve Relationships* – A mediator can help you effectively communicate your interests and point of view to the other side. This is an important benefit when you want to preserve a relationship.

What Are The Disadvantages Of Using ADR?

- *ADR may not be suitable for every dispute*
- *You may go to court anyway* – If you cannot resolve your dispute using ADR, you may still have to spend time and money resolving your lawsuit through the courts.
- *Loss of protections*– If ADR is binding, then you may give up some 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.

What types of Disputes are suitable for ADR?

ADR techniques have been used successfully in a variety of disputes:

- Business disputes- contracts, partnerships
- Property / Land use disputes- property transfers, boundaries, easements
- Consumer / Collection disputes- repairs, services, warranties, debts
- Employment disputes- employment contracts, terminations
- Landlord/tenant disputes- evictions, rent, repairs, security deposits
- Neighborhood disputes / Relational disputes or other civil or personal conflicts
- Personal Injury / Insurance disputes- accidents, coverage, liability

Types of ADR Available in Butte County

□ **Mediation (Local Rule 6)**

In mediation, the mediator (a neutral) assists the parties in reaching a mutually acceptable resolution of their dispute. The mediator does not decide how the dispute is to be resolved. The parties do. It is a cooperative process in which the parties work together toward a resolution that tries to meet everyone's interests. Mediation often leads to better communication between the parties and lasting resolutions.

- *Cases for Which Mediation May Be Appropriate:* Mediation may be particularly useful when parties have a relationship they want to preserve (family members, neighbors, business partners). Mediation is also useful 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 a 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.

□ **Arbitration (Local Rule 6)**

In arbitration, the arbitrator (a neutral) reviews evidence, hears arguments, and makes a decision (award) to resolve the dispute. Arbitration normally is more informal, quicker, and less expensive than a lawsuit. In a matter of hours, an arbitrator often can hear a case that otherwise may take a week in court to litigate. *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. However, if that party does not receive a more favorable result at trial, they may have to pay a penalty.

- *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 may not be 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.

□ **Settlement Conferences (Local Rule 3)**

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.

Neutral Selection

The selection of a neutral is an important decision. For your convenience, the court has made available a list of neutrals that can assist parties in resolving their disputes. The two-tiered panel is comprised of individuals that have met the requirements set forth by the court to provide dispute resolution services. Neutrals from the "Random Select" Panel will provide up to three hours of mediation free of charge and will be randomly assigned by the court. Neutrals from the "Party Select" Panel can be chosen by you and are available to assist you on a fee-for-service basis.

Panelists are not Court employees; therefore service, style and expertise will vary by individual provider.

There are several types of ADR beside mediation, arbitration and settlement conferences, including case evaluation, conciliation, and mini-trials. The important thing is to try to find the type or types of ADR that are most likely to help you resolve your dispute.

Who Should I Contact?

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

The Consumer Information Center at 1-800-952-5210;

The Butte County Bar Association at (530) 345-1940;

Look in the Yellow Pages under "Arbitrators" or "Mediators";

Or contact Butte County Superior Court at (530) 532-7009

<http://www.buttecourt.ca.gov/apps/CivilADR/Default.htm>

BUTTE COUNTY SUPERIOR COURT PANEL MEDIATORS

Random Select Mediators

Melissa Atteberry
Lorie Brooks
Sharon Cohen
Joel P. Franciosa
Anthony Galyean
Peter Geissler
Mark Habib
Les Hait
John T. Harris
Kimberly Henderson
Mark Johnson
Gilbert Jones
Dawn Kusumoto
Joel Massae
Erin McIntosh
Miriam McNally
Chester Morris
Michael Polsan
Joseph Selby
Frances Simmons
Jane Stansell
Kenneth Turner
Cheryl L. Tyree
Matthew Watkins
Stephan R. Wattenberg
Erwin Williams
Martha Wilson

Party Select Mediators

Darrel Lewis
Kimberly Steffenson

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name & Address): TELEPHONE NO: ATTORNEY FOR (Name):	FOR COURT USE ONLY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF BUTTE ☐ Butte County Courthouse One Court Street Oroville, CA 95965 (530) 538-7002 ☐ North Butte County Courthouse 1775 Concord Avenue, Chico, CA 95926 (530) 532-7009		
PETITIONER/PLAINTIFF(S): RESPONDENT/DEFENDANT(S):		
STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)		CASE NUMBER:

The undersigned parties stipulate to participate in Alternative Dispute Resolution (ADR) in the above-entitled action, as follows:

1. ALTERNATIVE DISPUTE RESOLUTION PROCESS:

- ☐ Mediation
- ☐ Mediator assigned from the “Random Select” panel. (*Pursuant to Local Rule 6.8, mediators on the Court’s “random select” panel will provide up to three (3) hours of mediation free of charge*)
- ☐ Mediator chosen by the parties from the “Party Select” panel. (*Pursuant to Local Rule 6.8, parties will be charged an amount as agreed upon by the mediator and will be the responsibility of the parties*)
- ☐ Private mediator chosen by the parties – not on Court panel.

Mediator Name: _____

- ☐ Non-Binding Arbitration
- ☐ Binding Arbitration
- ☐ Arbitrator chosen by the parties from the Court panel. (*Pursuant to Local Rule 6.8, parties will receive up to three hours of arbitration hearing time free of charge. Compensation for additional hours will be negotiated between the parties and the arbitrator and will be the responsibility of the parties*)
- ☐ Private arbitrator chosen by the parties – not on Court panel

Arbitrator Name : _____

Dated: _____

 Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

 Name of Party or Attorney Executing Stipulation

► _____
 Signature of Party or Attorney

 Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

 Name of Party or Attorney Executing Stipulation

► _____
 Signature of Party or Attorney

☐ Additional Signature(s) on reverse

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Signature of Party or Attorney

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Signature of Party or Attorney

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Signature of Party or Attorney

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Signature of Party or Attorney

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Signature of Party or Attorney

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Signature of Party or Attorney

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Signature of Party or Attorney

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Signature of Party or Attorney

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Signature of Party or Attorney