

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

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

NISSAN NORTH AMERICA, INC., a California Corporation, and
DOES 1 through 10, inclusive

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

[REDACTED] and [REDACTED]

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

FILED
19 MAY 21 PM 1:36
Rosa Junqueira Clerk
BY _____
DEPUTY

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): San Joaquin County Superior Court
180 E. Weber Avenue Ste. 200
Stockton, CA 95202

[REDACTED]

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):
Romano Stancroff PC, 360 N. Pacific Coast Hwy., Ste. 1010, El Segundo, CA 90245 (310) 477-7990

DATE: MAY 21 2019 ROSA JUNQUEIRO Clerk, by _____, Deputy
(Fecha) (Secretario) Angela Constantino (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): Nissan North America, Inc., a California Corporation
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):

(SEAL)

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19 MAY 21 PM 1:36

ROSA JUNQUEIRO, CLERK

BY Angela Constantino

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Mark Romano, Esq. (SBN 244113)
ROMANO STANCROFF PC
360 N. Pacific Coast Hwy. Ste. 1010
El Segundo, CA 90245
TELEPHONE NO.: (310) 477-7990 FAX NO.: (310) 477-7995

ATTORNEY FOR (Name):
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Joaquin
STREET ADDRESS: 180 E. Weber Avenue Ste. 200
MAILING ADDRESS: same as above
CITY AND ZIP CODE: Stockton, CA 95202
BRANCH NAME: Stockton Courthouse

CASE NAME:
[Redacted] et al v. Nissan North America, 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)

JUDGE: Holly
DEPT: 10B

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 <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> 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): 2
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: May 14, 2019
Mark Romano, Esq.

(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.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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 (30)
- 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

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8 Fax: (310) 477-7995
9 mark@themonlawattorneys.com

10 Attorneys for Plaintiffs,
11 [REDACTED]

12 SUPERIOR COURT OF CALIFORNIA
13 COUNTY OF SAN JOAQUIN

14 [REDACTED]

15 Plaintiffs,

16 vs.

17 NISSAN NORTH AMERICA, INC., a
18 California Corporation, and DOES 1
19 through 10, inclusive,

20 Defendants.

Case No.:

[REDACTED]

COMPLAINT

1. SONG-BEVERLY ACT
2. MAGNUSON-MOSS ACT

Assigned for All Purposes to the
Honorable

Department

THIS CASE HAS BEEN ASSIGNED TO
JUDGE CARTER P. HOLLY IN
DEPARTMENT 108 FOR ALL PURPOSES,
INCLUDING TRIAL

21 Plaintiffs, [REDACTED] and [REDACTED], allege as follows against
22 Defendants, NISSAN NORTH AMERICA, INC., and DOES 1 through 10 inclusive, on
23 information and belief, formed after an inquiry reasonable under the circumstances:
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25 GENERAL ALLEGATIONS

26 1. Plaintiffs are individuals residing in the City of Stockton, County of San Joaquin, and
27 State of California.
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REGA JUNQUEIRO, CLERK

Angela Constantino

1 2. Defendant NISSAN NORTH AMERICA, INC. is and was a California corporation
2 registered to do business in the State of California with its registered office in the City of
3 Sacramento, County of Sacramento, State of California.

4 3. This cause of action arises out of the sale of the vehicle in question from Nissan of
5 Stockton in the City of Stockton, County of San Joaquin, State of California.

6 4. Plaintiffs do not know the true names and capacities, whether corporate, partnership,
7 associate, individual or otherwise of Defendant issued herein as Does 1 through 10, inclusive,
8 under the provisions of section 474 of the California Code of Civil Procedure. Defendants Does
9 1 through 10, inclusive, are in some manner responsible for the acts, occurrences and
10 transactions set forth herein, and are legally liable to Plaintiffs. Plaintiffs will seek leave to
11 amend this Complaint to set forth the true names and capacities of the fictitiously named
12 Defendants together with appropriate charging allegations when ascertained.

13 5. All acts of corporate employees as alleged were authorized or ratified by an officer,
14 director or managing agent of the corporate employer.

15 6. Each Defendant whether actually or fictitiously named herein, was the principal, agent
16 (actual or ostensible) or employee of each other Defendant and in acting as such principal or
17 within the course and scope of such employment or agency, took some part in the acts and
18 omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiffs for the
19 relief prayed for herein.

20 7. On October 28, 2016, Plaintiffs purchased a new 2016 Nissan Titan, VIN:
21 1N6BA1F22GN [REDACTED], ("the vehicle").

22 8. Express warranties accompanied the sale of the vehicle to Plaintiffs by which NISSAN
23 NORTH AMERICA, INC. undertook to preserve or maintain the utility or performance of
24 Plaintiffs' vehicle or provide compensation if there was a failure in such utility or performance.

25 9. The vehicle was delivered to Plaintiffs with serious defects and nonconformities to
26 warranty and developed other serious defects and nonconformities to warranty including, but not
27 limited to, various engine, steering/suspension, coolant system, HVAC, and electrical defects.

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1 FIRST CAUSE OF ACTION

2 (Violation of the Song-Beverly Consumer Warranty Act)

3 10. Plaintiff incorporates herein by reference each and every allegation contained in the
4 preceding and succeeding paragraphs as though herein fully restated and realleged.

5 11. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil
6 Code section 1790 *et seq.*, the vehicle constitutes "consumer goods" or a "new motor vehicle"
7 and Plaintiffs have used the vehicle primarily for those purposes.

8 12. Plaintiffs are "buyers" of consumer goods under the Act.

9 13. Defendant NISSAN NORTH AMERICA, INC. is a "manufacturer" and/or "distributor"
10 under the Act.

11 14. The sale of the vehicle to Plaintiffs was accompanied by an implied warranty that the
12 vehicle was merchantable. The sale of the vehicle to Plaintiffs was also accompanied by
13 Defendants' implied warranty of fitness.

14 15. The foregoing defects and nonconformities to warranty manifested themselves within
15 the applicable express warranty period. The nonconformities substantially impair the use, value
16 and/or safety of the vehicle.

17 16. Plaintiffs delivered the vehicle to NISSAN NORTH AMERICA, INC. authorized repair
18 facilities for repair of the nonconformities on numerous occasions.

19 17. Defendants were unable to conform Plaintiffs' vehicle to the applicable express and
20 implied warranties after a reasonable number of attempts.

21 18. The defects and nonconformities rendered the vehicle unmerchantable.

22 19. In addition, Defendants were unable to conform Plaintiff's vehicle to the applicable
23 warranties within thirty (30) days from delivery by Plaintiff to its authorized dealer in violation
24 of Cal. Civ. Code Sect. 1793.2(b).

25 20. Notwithstanding Plaintiff's entitlement, Defendant manufacturer has failed to either
26 promptly replace the new motor vehicle or promptly make restitution in accordance with the
27 Song-Beverly Consumer Warranty Act.

1 21. By failure of Defendants to remedy the defects as alleged above, or to issue a refund or
2 replacement, Defendants are in breach of their obligations under the Act.

3 22. Plaintiffs are entitled to justifiably revoke acceptance of the vehicle under the Act.

4 23. Under the Act, Plaintiffs are entitled to reimbursement of the purchase price paid for
5 the vehicle less that amount directly attributable to use by the Plaintiffs prior to discovery of the
6 nonconformities.

7 24. Plaintiffs are entitled to all incidental, consequential and general damages resulting
8 from Defendants' failure to comply with their obligations under the Act.

9 25. Plaintiffs are entitled under the Act to recover as part of the judgment a sum equal to
10 the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in
11 connection with the commencement and prosecution of this action.

12 26. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up to two
13 times the amount of actual damages in that NISSAN NORTH AMERICA, INC. has willfully
14 failed to comply with its responsibilities under the Act.

15 SECOND CAUSE OF ACTION

16 (Violation of the Federal Magnuson-Moss Warranty Act - Against All Defendants)

17 27. Plaintiff incorporates herein by reference each and every allegation contained in the
18 preceding and succeeding paragraphs as though herein fully restated and realleged.

19 28. Plaintiffs are "consumers" as defined in the Magnuson-Moss Warranty Act (referred to
20 as "Mag-Moss"), 15 U.S.C. § 2301(3).

21 29. Defendant, NISSAN NORTH AMERICA, INC. is a "supplier" and "warrantor" as
22 defined in the Mag-Moss Act, 15 U.S.C. § 2301(4), 15 U.S.C. § 2301(5).

23 30. The vehicle is a "consumer product" as defined in the Mag-Moss Act, 15 U.S.C. §
24 2301(1).

25 31. In addition to the express warranty, in connection with the sale of the vehicle to
26 Plaintiffs, an implied warranty of merchantability was created under California law. The
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1 vehicle's implied warranties were not disclaimed using a Buyer's Guide displayed on the
2 vehicle; thus any purported disclaimers were ineffective pursuant to 15 U.S.C. § 2308(c).

3 32. Defendants violated the Mag-Moss Act when they breached the express warranty and
4 implied warranties by failing to repair the defects and nonconformities, or to replace or
5 repurchase the vehicle.

6 33. Plaintiffs performed all terms, conditions, covenants, promises and obligations required
7 to be performed on Plaintiffs' part under the terms of the sales agreement, and express warranty
8 and implied warranty except for those terms and conditions, covenants, promises and obligations
9 or payments for which performance and/or compliance has been excused by the acts and/or
10 conduct of the Defendants and/or by operation of law.

11 34. As a direct and proximate result of the acts and omissions of the Defendants, Plaintiffs
12 have been damaged in the form of general, special and actual damages in an amount within the
13 jurisdiction of this Court, according to proof at trial.

14 35. Under the Act, Plaintiffs are entitled to rescission of the contract, reimbursement of the
15 purchase price paid for the vehicle.

16 36. Plaintiffs are entitled to all incidental, consequential and general damages resulting
17 from Defendants' failure to comply with their obligations under the Mag-Moss Act.

18 37. Plaintiffs are entitled under the Mag-Moss Act to recover as part of the judgment a sum
19 equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably
20 incurred in connection with the commencement and prosecution of this action pursuant to 15
21 U.S.C. § 2310(d)(2).

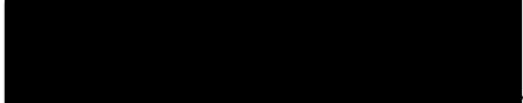
22
23 WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

- 24 1. For general, special and actual damages according to proof at trial;
- 25 2. For rescission of the purchase contract and restitution of all monies expended;
- 26 3. For diminution in value;
- 27 4. For incidental and consequential damages according to proof at trial;

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- 5. For civil penalty in the amount of two times Plaintiffs' actual damages;
- 6. For prejudgment interest at the legal rate;
- 7. For reasonable attorney's fees and costs of suit; and
- 8. For such other and further relief as the Court deems just and proper under the circumstances.

ROMANO STANCROFF PC



Mark Románo, Esq. (SBN 244113)
Timothy Whelan, Esq. (SBN 255037)
Aliaksandra Valitskaya, Esq. (SBN 320680)
Attorneys for Plaintiffs



Dated: 5/14/19

EXHIBIT 1

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE (WITH ARBITRATION)

Dealer Number 1504670

Contract Number 10728716

R.O.S. Number _____

Stock Number _____

Buyer Name and Address (Including County and Zip Code) 4405 [REDACTED] STOCKTON CA [REDACTED]	Co-Buyer Name and Address (Including County and Zip Code) 4405 [REDACTED] STOCKTON CA [REDACTED]	Seller-Creditor (Name and Address) NISSAN OF STOCKTON 3077 E. HAMMER LANE STOCKTON, CA 95212
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2016	NISSAN TITAN	138	1N6BA1F27GN [REDACTED]	Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$7092.00
5.34 %	\$ 9119.21 (e)	\$ 44837.35 (e)	\$ 53956.56 (e)	\$ 71048.56 (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
One Payment of	N/A	N/A
83	642.34	Monthly beginning 12/12/2016
N/A	N/A	N/A
One final payment	642.34	11/12/2023

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. Prepayment. If you pay early, you may be charged a minimum finance charge. Security Interest. You are giving a security interest in the vehicle being purchased. Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price
 - A. Cash Price of Motor Vehicle and Accessories

	\$ 53260.00 (A)
1. Cash Price Vehicle	\$ 53260.00
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable)	\$ N/A
Describe N/A	\$ N/A
Describe N/A	\$ N/A
 - B. Document Processing Charge (not a governmental fee) \$ 80.00 (B)
 - C. Emissions Testing Charge (not a governmental fee) \$ N/A (C)
 - D. (Optional) Theft Deterrent Device(s)
 1. (paid to) N/A \$ N/A (D1)
 2. (paid to) N/A \$ N/A (D2)
 3. (paid to) N/A \$ N/A (D3)
 - E. (Optional) Surface Protection Product(s)
 1. (paid to) N/A \$ N/A (E1)
 2. (paid to) N/A \$ N/A (E2)
 - F. EV Charging Station (paid to) N/A \$ N/A (F)
 - G. Sales Tax (on taxable items in A through F) \$ 4800.60 (G)
 - H. Electronic Vehicle Registration or Transfer Charge

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
S. N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
S. N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A
Medical N/A	N/A Mos.	\$ N/A
		\$ N/A

Total Vehicle Insurance Premiums \$ _____

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X [REDACTED]
Co-Buyer [REDACTED]
Seller X [REDACTED]

OPTIONAL DEBT CANCELLATION AGREEMENT

A debt cancellation agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation, the charge is shown in item 1K of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

Term _____ Mos. Debt Cancellation Agreement
I want to buy a debt cancellation agreement:
Buyer Signs [REDACTED]

OPTIONAL SERVICE CONTRACT(S)

You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 11.

11 Company N/A	N/A	Miles
Term _____ Mos. or _____		
12 Company PDR	SEE SERV	Miles
Term _____ Mos. or _____		
13 Company LIFETIME OIL	SEE SERVICE CONTRACT	Miles
Term _____ Mos. or _____		
14 Company N/A	N/A	Miles
Term _____ Mos. or _____		
15 Company N/A	N/A	Miles
Term _____ Mos. or _____		

Buyer X [REDACTED]

EV Charging Station (paid to)	N/A	\$	N/A (F)
G. Sales Tax (on taxable items in A through F)		\$	4800.60 (G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to)	NVSC	\$	29.00 (H)
I. (Optional) Service Contract(s)			
1. (paid to)	N/A	\$	N/A (I1)
2. (paid to)	PDR	\$	1099.00 (I2)
3. (paid to)	LITHIA LIFETIME OIL	\$	949.00 (I3)
4. (paid to)	N/A	\$	N/A (I4)
5. (paid to)	N/A	\$	N/A (I5)
J. Prior Credit or Lease Balance (e) paid by Seller to Vehicle 1	N/A	\$	N/A (J)
Vehicle 2	N/A	\$	N/A (J)
(see downpayment and trade-in calculation)			
K. (Optional) Debt Cancellation Agreement	CUCAP	\$	895.00 (K)
L. (Optional) Used Vehicle Contract Cancellation Option Agreement		\$	N/A (L)
M. Other (paid to)	N/A	\$	N/A (M)
For	N/A		
N. Other (paid to)	N/A	\$	N/A (N)
For			
Total Cash Price (A through N)		\$	61112.60 (1)
2. Amounts Paid to Public Officials			
A. Vehicle License Fees		\$	354.00 (A)
B. Registration/Transfer/Titling Fees		\$	444.00 (B)
C. California Tire Fees		\$	8.75 (C)
D. Other	N/A	\$	N/A (D)
Total Official Fees (A through D)		\$	816.75 (2)
3. Amount Paid to Insurance Companies			
(Total premiums from Statement of Insurance)		\$	N/A (3)
4. <input type="checkbox"/> State Emissions Certification Fee or <input type="checkbox"/> State Emissions Exemption Fee		\$	N/A (4)
5. Subtotal (1 through 4)		\$	61929.35 (5)
6. Total Downpayment			
A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)):		\$	18000.00 (A)
Vehicle 1 \$	18000.00	Vehicle 2 \$	N/A
B. Total Less Prior Credit or Lease Balance (e)		\$	14908.00 (B)
Vehicle 1 \$	14908.00	Vehicle 2 \$	N/A
C. Total Net Trade-In (A-B) (Indicate if negative number)		\$	3092.00 (C)
Vehicle 1 \$	3092.00	Vehicle 2 \$	N/A
D. Deferred Downpayment Payable to Seller		\$	N/A (D)
E. Manufacturer's Rebate		\$	7000.00 (E)
F. Other	N/A	\$	N/A (F)
G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card		\$	7000.00 (G)
Total Downpayment (C through G)		\$	17092.00 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J above)			
7. Amount Financed (5 less 6)		\$	44837.35 (7)

16 Company N/A
 Term N/A N/A
 Buyer X [REDACTED]

Trade-In Vehicle(s)

1. Vehicle 1
 Year 2009 Make CHEVROLET
 Model SILVERADO 84840
 VIN 2GCEC29J691
 a. Agreed Value of Property \$ 18000.00
 b. Buyer/Co-Buyer Retained Trade Equity \$ N/A
 c. Agreed Value of Property Being Traded-In (a-b) \$ 18000.00
 d. Prior Credit or Lease Balance \$ 14908.00
 e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ 3092.00

2. Vehicle 2
 Year N/A Make N/A
 Model N/A Odometer N/A
 VIN N/A
 a. Agreed Value of Property \$ N/A
 b. Buyer/Co-Buyer Retained Trade Equity \$ N/A
 c. Agreed Value of Property Being Traded-In (a-b) \$ N/A
 d. Prior Credit or Lease Balance \$ N/A
 e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

Total Agreed Value of Property Being Traded-In (1c+2c) \$ 18000.00
 Total Prior Credit or Lease Balance (1d+2d) \$ 14908.00
 Total Net Trade-In (1e+2e) \$ 3092.00
 (*See item 6A-6C in the Itemization of Amount Financed)

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____ Year _____
 SELLER'S INITIALS _____

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.
 Buyer Signs: _____
 Co-Buyer Signs: _____

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.
 Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, no assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.
 Buyer Signature X: _____ Co-Buyer Signature X: _____

AUTOBROKER FEE DISCLOSURE
 If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:
 Name of autobroker receiving fee, if applicable: _____

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.
 Buyer Signs X: _____ Co-Buyer Signs X: _____

SELLER'S RIGHT TO CANCEL. If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section of the contract shall apply. If the Seller is unable to assign this contract to a financial institution will apply.
 Buyer X: _____ Co-Buyer X: _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
 WARNING:
 YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING

Buyer Signature _____ Co-Buyer Signature X _____

AUTOBROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable: _____

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us related to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X _____ Co-Buyer Signs X _____

SELLER'S RIGHT TO CANCEL. If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer X _____ Co-Buyer X _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE YOU SHOULD CONTACT YOUR INSURANCE AGENT.
THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY LIMITS AND COVERAGE.

S/S X _____

W/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X _____ Co-Buyer Signature X _____

The Annual Percentage Rate may be negotiable with the Seller; the Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.
YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, YOU GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING. BELOW, YOU CONFIRM THAT YOU RECEIVED A COPY OF THE CONTRACT AND YOU HAVE KEPT IT.

Buyer Signature X _____ Date 10/28/16 Co-Buyer Signature X _____ Date 10/28/16

Co-Buyers and Other Owners: A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person who has an interest in the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time; and of any demands upon the Buyer.

Guarantor X _____ Date 10/28/16 Guarantor X _____ Date 10/28/16
Address _____ Address _____

Seller Signs NISSAN OF STOCKTON Date 10/28/16 By _____ Title MGR

SUPERIOR COURT OF CALIFORNIA

County of San Joaquin
180 E Weber Avenue
Stockton, CA 95202

NOTICE OF CASE ASSIGNMENT AND NOTICE OF HEARING

Case Number: [REDACTED]

A Case Management Conference has been scheduled for your case as indicated below. A copy of this information must be provided with the complaint or petition, and with any cross-complaint that names a new party to the underlying action. Disregard hearing date if that date has expired.

Hearing: Case Management Conference	Date: 11/14/2019	Time: 8:45 AM	
JUDGE	COURT LOCATION	DEPARTMENT	PHONE Numbers:
Carter Holly	Stockton	10B	Stockton: 209-992-5693 Lodi: 209-992-5522

[x] ADR & Scheduling Information is available on court website @ sjcourts.org/self-help

1. You must:

- a. **Serve** all named defendant's and file proofs of service on those defendants with the court Within 60 days of the filing of the complaint. (CRC 3.110)
- b. **File and serve** a completed Case Management Conference Statement (use of JC form CM-110 is mandatory) at least 15 days before the Case Management Conference.
- c. **Meet and Confer**, in person or by telephone, to consider each of the issues identified in CRC 3.727 no later than 30 calendar days before the date set for the Case Management Conference. (CRC 3.724)
- d. **Collection cases** are managed pursuant to CRC 3.740.

2. You may appear in person or by telephone at the Case Management Conference. To make arrangements for telephonic appearance you must call Court Call, at (310) 572-4670 or (888) 882-6878 at least five (5) court days prior to the hearing.

Visit our website @ www.sjcourts.org for more information regarding civil cases, local rules and forms.

Date: 05/21/2019

Angela Constantino, Deputy Clerk

NOTICE OF CASE ASSIGNMENT AND NOTICE OF HEARING



Superior Court of California, County of San Joaquin Alternative Dispute Resolution (ADR) Information Packet

The person who files a civil lawsuit (plaintiff) must include the ADR Information Packet with the complaint when serving the defendant. Cross complainants must serve the ADR Information Packet on any new parties named to the action.

The Court *strongly encourages* the parties to use some form of ADR before proceeding to trial. You may choose ADR by:

- *Indicating your preference on Case Management Statement form CM-110;
- *Filing the Stipulation and Order to Participate in Alternative Dispute Resolution (ADR) *local court form Sup Crt 441*; or
- *Agree to ADR at your initial Case Management Conference.

Questions? Call (209) 992-5693 and ask for the ADR Clerk,
email at adr@sjcourts.org or visit the court website at www.sjcourts.org

What is Alternative Dispute Resolution?

Alternative Dispute Resolution (ADR) is the general term applied to a wide variety of dispute resolution processes which are alternatives to lawsuits. Trained impartial persons, called 'neutrals', resolve disputes or help parties resolve disputes without having to go to court. The most common forms of ADR are mediation and arbitration. There are several other types of ADR such as case evaluation, conciliations, settlement conferences, fact finding, mini-trials and summary jury trials. It is important to find the type or types of ADR that are most likely to resolve your dispute.

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 attorney's fees and litigation costs.
- **More control and flexibility** – Parties choose the ADR process appropriate for their case.
- **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 is the Disadvantage of using ADR?

- **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.
- **Cost** – The neutral may charge a fee for their services.
- **Timelines** – 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 and ADR process.

What ADR options are available?

- **Mediation** – The Civil Mediation Program is a voluntary court-connected program designed to deliver high-quality affordable mediation services to attorneys and litigants in all general civil cases. Mediation gives litigants a voice in settlement decisions and thereby allows them to play a more direct role in managing the outcome of their own case. The Superior Court of California, County of San Joaquin, is pleased to offer this important and valuable option for resolution of litigation.
 - Mediation is an informal, confidential, flexible and non-binding process which a neutral person (mediator) helps the parties to understand the interest of everyone involved, and their practical and legal choices. 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.**
 - Mediators are experienced attorneys who have completed a Court-approved formal mediation training program. A copy of the Civil Mediation Program Panelist is available on the court website at www.sjcourts.org
See Local Rule 3-123 for additional Civil Mediation Program information.
- **Arbitration** – A neutral person (arbitrator) hears arguments and evidence from each side and makes a decision (award) to resolve the dispute. Arbitration normally is more informal and much speedier and less expensive than a lawsuit.
 - **Judicial Arbitration Program** (non-binding): The judge can refer a case or the parties can agree to use judicial arbitration. The parties select an arbitrator from a list provided by the court. If the parties cannot agree on an arbitrator, one will be assigned by the court. The arbitrator must send the decision (award of the arbitrator) to the court. The parties have the right to reject the award **and proceed to trial**. See Local Rule 3-122 for additional Judicial Arbitration information.
 - **Private Arbitration** (binding and non-binding): Occurs when parties involved in a dispute either agree or are contractually obligated. This option takes place outside of the courts and is normally binding meaning the arbitrator's decision is final.
- **Additional Information** regarding San Joaquin County Superior Court's ADR programs is available on the Court's website at www.sjcourts.org

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*

(If more space is needed, check this box and attach a page designated as Attachment 4b.)

5. **Jury or nonjury trial**

The party or parties request a jury trial a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):*

6. **Trial date**

a. The trial has been set for *(date)*:

b. No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain)*:

c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability)*:

7. **Estimated length of trial**

The party or parties estimate that the trial will take *(check one)*:

a. days *(specify number)*:

b. hours (short causes) *(specify)*:

8. **Trial representation (to be answered for each party)**

The party or parties will be represented at trial by the attorney or party listed in the caption by the following:

a. Attorney:

b. Firm:

c. Address:

d. Telephone number:

f. Fax number:

e. E-mail address:

g. Party represented:

Additional representation is described in Attachment 8.

9. **Preference**

This case is entitled to preference *(specify code section)*:

10. **Alternative dispute resolution (ADR)**

a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel has has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party has has not reviewed the ADR information package identified in rule 3.221.

b. **Referral to judicial arbitration or civil action mediation (if available).**

(1) This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2) Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3) This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption)*:

PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	CASE NUMBER: _____
--	-----------------------

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes (<i>check all that apply</i>):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (<i>attach a copy of the parties' ADR stipulation</i>):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for <i>(date)</i> : <input type="checkbox"/> Agreed to complete mediation by <i>(date)</i> : <input type="checkbox"/> Mediation completed on <i>(date)</i> :
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for <i>(date)</i> : <input type="checkbox"/> Agreed to complete settlement conference by <i>(date)</i> : <input type="checkbox"/> Settlement conference completed on <i>(date)</i> :
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for <i>(date)</i> : <input type="checkbox"/> Agreed to complete neutral evaluation by <i>(date)</i> : <input type="checkbox"/> Neutral evaluation completed on <i>(date)</i> :
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for <i>(date)</i> : <input type="checkbox"/> Agreed to complete judicial arbitration by <i>(date)</i> : <input type="checkbox"/> Judicial arbitration completed on <i>(date)</i> :
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for <i>(date)</i> : <input type="checkbox"/> Agreed to complete private arbitration by <i>(date)</i> : <input type="checkbox"/> Private arbitration completed on <i>(date)</i> :
(6) Other (<i>specify</i>):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for <i>(date)</i> : <input type="checkbox"/> Agreed to complete ADR session by <i>(date)</i> : <input type="checkbox"/> ADR completed on <i>(date)</i> :

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
--	--------------

11. Insurance

- a. Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights: Yes No
- c. Coverage issues will significantly affect resolution of this case (*explain*):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

- Bankruptcy Other (*specify*):

Status:

13. Related cases, consolidation, and coordination

- a. There are companion, underlying, or related cases.
- (1) Name of case:
- (2) Name of court:
- (3) Case number:
- (4) Status:
- Additional cases are described in Attachment 13a.
- b. A motion to consolidate coordinate will be filed by (*name party*):

14. Bifurcation

- The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

15. Other motions

- The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

16. Discovery

- a. The party or parties have completed all discovery.
- b. The following discovery will be completed by the date specified (*describe all anticipated discovery*):
- | <u>Party</u> | <u>Description</u> | <u>Date</u> |
|--------------|--------------------|-------------|
| | | |
- c. The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

PLAINTIFF/PETITIONER: _____	CASE NUMBER:
DEFENDANT/RESPONDENT: _____	

17. **Economic litigation**

- a. This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. **Other issues**

- The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

19. **Meet and confer**

- a. The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):

20. Total number of pages attached (if any): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE OF PARTY OR ATTORNEY)

Additional signatures are attached.

