SUMMONS
(CITACION JUDICIAL)

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

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
URBAN DEVELOPMENT CORPORATION, a California corporation; JACK BURK, an individual; and DOES 1 through 50, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
PEOPLE OF THE STATE OF CALIFORNIA ex rel. CITY OF SAN CLEMENTE; and CITY OF SAN CLEMENTE, a California municipal corporation

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):
Orange County Superior Court - Central Justice Center
700 Civic Center Drive West, Santa Ana, California 927001

CASE NUMBER: *(Número del Caso):*
30-2022-01261890-CU-OR-CJC
Judge Gregory H. Lewis

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):*
Matthew R. Silver, Daniel K. Ohl; 3 Corporate Park, Suite 100, Irvine, California 92606; (949)-385-6431

DATE: *(Fecha)* 05/27/2022 DAVID H. YAMASAKI, Clerk of the Court
Clerk, by *(Secretario)* Katie Trent , Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citation use el formulario Proof of Service of Summons, *(POS-010)).*
Katie Trent

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 416.20 (defunct corporation)
☐ CCP 416.40 (association or partnership)
☐ other *(specify)*:
☐ CCP 416.60 (minor)
☐ CCP 416.70 (conservatee)
☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on *(date)*:

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)*:
Matthew R. Silver, SBN 245528; Daniel K. Ohl, SBN 109372
Silver & Wright, LLP
3 Corporate Park, Suite 100, Irvine CA 92606

TELEPHONE NO.: 949 385-6431 FAX NO. *(Optional)*: 949 385-6428
ATTORNEY FOR *(Name)*: DOhl@SilverWrightLaw.com

FOR COURT USE ONLY

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

CASE NAME:
People of the State of California, et al. v Urban Development Corporation, et al.

CIVIL CASE COVER SHEET

[x] **Unlimited** (Amount demanded exceeds $25,000)
[ ] **Limited** (Amount demanded is $25,000)

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

CASE NUMBER: 30-2022-01261890-CU-OR-CJC

JUDGE: Judge Gregory H. Lewis
DEPT.:

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

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

Auto Tort
[ ] Auto (22)
[ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
[ ] Asbestos (04)
[ ] Product liability (24)
[ ] Medical malpractice (45)
[ ] Other PI/PD/WD (23)

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

Employment
[ ] Wrongful termination (36)
[ ] Other employment (15)

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

Real Property
[ ] Eminent domain/Inverse condemnation (14)
[ ] Wrongful eviction (33)
[x] Other real property (26)

Unlawful Detainer
[ ] Commercial (31)
[ ] Residential (32)
[ ] Drugs (38)

Judicial Review
[ ] Asset forfeiture (05)
[ ] Petition re: arbitration award (11)
[ ] Writ of mandate (02)
[ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
[ ] Antitrust/Trade regulation (03)
[ ] Construction defect (10)
[ ] Mass tort (40)
[ ] Securities litigation (28)
[ ] Environmental/Toxic tort (30)
[ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
[ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
[ ] RICO (27)
[ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
[ ] Partnership and corporate governance (21)
[ ] Other petition *(not specified above)* (43)

2. This case [ ] is [x] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [ ] monetary b. [x] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action *(specify)*: 3: Public Nuisance, Nuisance Per Se, Unlawful Business Practices
5. This case [ ] is [x] 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 27, 2022
Daniel K. Ohl
(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 (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

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Attorneys for Plaintiffs
People of the State of California, ex rel. City of San Clemente and the City of San Clemente

Exempt from filing fees pursuant to Government Code section 6103.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

CENTRAL JUSTICE CENTER

PEOPLE OF THE STATE OF CALIFORNIA, ex rel. CITY OF SAN CLEMENTE, a California municipal corporation; and
CITY OF SAN CLEMENTE, a California municipal corporation,

Plaintiffs,

v.

URBAN DEVELOPMENT CORPORATION, a California corporation;
JACK BURK, an individual; and
DOES 1 through 50, inclusive,

Defendants.

Case Number: 30-2022-01261890-CU-OR-CJC
Action Filed:

VERIFIED COMPLAINT FOR NUISANCE ABATEMENT

Assigned for All Purposes

Judge: Judge Gregory H. Lewis
Dept.:

Filed concurrently with:
1. Summons.
2. Civil Case Cover Sheet.

VERIFIED COMPLAINT FOR NUISANCE ABATEMENT

1. Plaintiff People of the State of California, ex rel. City of San Clemente, a California municipal corporation ("People" or "Plaintiff People") and the City of San Clemente, a California municipal corporation ("City or "Plaintiff City"), (collectively, "Plaintiffs") bring this action pursuant to Code of Civil Procedure ("CCP") sections 526(a) and 731, Civil Code ("CC") sections 3479, 3480, 3491, and 3494, Business and Professions Code ("B&P") section 17203, and the San Clemente Municipal Code ("SCMC") to ensure the remediation of the violations of law and nuisances upon the parcel of commercial property known as 422 North Avenida De La Estrella, San Clemente, California 92672, Assessor's Parcel Number 057-132-28 ("Subject Property").

2. Plaintiffs seek injunctions, nuisance abatement, and other necessary remedies over the Subject Property to bring it into compliance with the law, and to abate the nuisance conditions present on the Subject Property.

PARTIES

3. City is, and at all times relevant herein was, a municipal corporation organized and existing under the laws of the State of California and is located in the County of Orange.

4. Plaintiff is informed and believes that the Subject Property is owned by Defendant Urban Development Corporation, a California Corporation, ("Defendant Owner").

5. Defendant Owner does business in the State of California as a California Corporation and at all relevant times herein, has operated as a California Corporation within the State.

6. Defendant Jack Burk ("Defendant Burk") is a Director, the Chief Executive Officer, and Secretary of Defendant Owner. Defendant Burk is the responsible agent of Defendant Owner and at all relevant times, has been in a position of responsibility which allowed and currently allows Defendant Burk to influence policies or activities of the Defendant Owner. Defendant Burk has been acting as an agent and representative of the Defendant Owner pertaining to the Subject Property. Defendant Burk maintains substantial participation in and influence in the decision-making, maintenance, and management of the Subject Property, and is responsible in some manner for the unlawful conditions and violations on the Subject Property.

7. The true names and capacities of Defendants Does 1 through 50 are unknown to Plaintiffs, and for that reason, they are sued under fictitious names. Plaintiffs will amend this Complaint to allege the Doe Defendants' true names and capacities when they have been ascertained. Plaintiffs allege that each of the Doe Defendants is responsible in some manner for the maintenance and care of the Subject Property, as well as the unlawful business conditions and other nuisance activities taking place on the Subject Property.

FACTS

8. The Subject Property is located within the City of San Clemente, County of Orange, California.

9. The Subject Property consists of a vacant and fenced off abandoned gas station in a densely populated area near many businesses. What was once a productive use of commercial space has now become an eyesore for the community and public at large. For over 9 years, since at least March of 2013 the Subject Property has been closed and abandoned, and a source of blight in the City.

10. Instead of remediating the Subject Property, the Defendants have only made unfulfilled promises, none of which came to fruition. Despite being given ample time and opportunity to remediate, demolish, or bring the Subject Property into a code compliance status, all efforts to seek compliance have been virtually ignored while the Subject Property continues to sit in its abandoned and dangerous nuisance condition.

11. The Subject Property has been the focus of City code enforcement efforts since at least March of 2013, when the City discovered, and then confirmed, the service station was no longer open and operating. Per SCMC 17.28.290, service stations that are vacant and cease operations for 180 days shall be deemed abandoned, and at the City's discretion, which it exercised, the owner is required to remove all underground tanks, all fuel pumps, pump islands, and free-standing canopies. Recently, the underground tank was removed; however, the islands and canopies remain. In addition, a large pole sign, an air compressor, and an abandoned kiosk structure remain on the Subject Property. The Subject Property is not consistently properly maintained against trash and debris, nor against entry.

12. The City has attempted to gain Defendants' voluntary compliance and rehabilitation of the Subject Property since at least March of 2013 to no avail. The City has received complaints about the

Subject Property from the public and neighbors and, despite several notices and other contacts, Defendants have made little effort to rehabilitate or remediate the Subject Property. The City has confirmed the continuing presence of violations of law on the Subject Property. The City has notified Defendants of the need to abate these unlawful conditions and granted Defendants considerable time and opportunity to bring the Subject Property into compliance, but Defendants has failed to take reasonable measures and efforts to do so.

13. As part of its efforts to obtain Defendants' voluntary compliance and the rehabilitation of the Subject Property, the City's Code Compliance officers have issued several correction notices regarding the violations, followed by administrative citations after compliance deadlines expired without compliance.

14. On October 19, 2006, the City sent the Defendants a letter regarding the removal of the pole sign on the Subject Property due to its non-conforming use under SCMC Section 17.72. The pole sign remains on the Subject Property to this dat.

15. On November 4, 2019, the City issued an Administrative Citation to Defendants for $1,000 regarding the existence of free-standing canopies on abandoned property, deteriorated paint and weatherproof coating causing rust and rust stains, temporary fencing, defective and unsightly maintenance of property, and inadequate or broken security lighting. Correction notices were issued on April 25, 2019, May 8, 2019, and on August 2, 2019 prior to the issuance of this Administrative Citation.

16. On November 18, 2019, the City issued a second Administrative Citation to Defendants for $2,500 after verifying that none of the violations on the Subject Property were remedied.

17. On February 18, 2020, the City issued a third Administrative Citation to Defendants for $1,000 regarding the existence of free-standing canopies on abandoned property and maintenance of property "so out of harmony or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment, use or property values of such adjacent properties."

18. On May 12, 2021, the City issued a fourth Administrative Citation to Defendants for $200 regarding the existence of free-standing canopies on abandoned property. On June 2, 2021, the City issued a fifth Administrative Citation to Defendants for $500 after the City verified that the free-standing

canopies remained on the Subject Property. On June 22, 2021, the City issued a sixth Administrative Citation to Defendants for $500 after verifying that the free-standing canopies remained on the Subject Property despite the issuance of the five prior administrative citations. The free-standing canopies remain on the Subject Property today.

19. The fine amounts for the six Administrative Citations total $5,700. None of the citations were appealed or challenged by the Defendants, and as such, have become final, and are now delinquent.

20. In August 2021, in a further effort to gain voluntary compliance, the City sent a notice to the Defendants to cease and desist the violations existing on the Subject Property. The cease and desist notice had a compliance deadline of September 14, 2021. Prior to the compliance deadline, the Defendants' attorney requested an extension of the deadline to allow the Defendants the opportunity to prepare and present plans to the City. The City agreed to a 90-day extension of the deadline to December 14, 2021, and then agreed to another 60-day extension, resulting in a new compliance deadline of February 6, 2022.

21. In early February 2022, Defendants and their agents met with City staff and represented that the Defendants intended to submit a redevelopment plan to the City for review and comments. Defendants requested another 30-day continuance, which, this time, City staff denied due to the failure of Defendants to meet their prior promises and timelines. Defendants have not submitted plans or provided timelines by which they would commit to providing them.

22. In late February 2022, the Defendants were sent a Final Notice To Comply. The Final Notice To Comply directed the Defendants to remove the small brick kiosk structure between the two canopies, the large pole sign, free-standing canopies, pump island, tire pump/air compressor, damaged lights containing exposed electrical wiring, and to secure the fencing on the Subject Property. The Final Notice included a compliance deadline of April 18, 2022. The Final Notice also noted that any intentions to develop the site were separate and apart from any existing code violations, and thus, the Defendants were free to submit any proposals for review, but nonetheless, must comply by the compliance deadline of April 18, 2022.

23. On April 18, 2022, City Code Compliance inspected the Subject Property and observed that none of the violations had been corrected, nor had any permits been applied for or issued. The

compliance deadline for the Final Notice To Comply had not been met and Defendants made no effort comply by this deadline or otherwise.

24. On April 19, 2022, City Code Compliance officers reinspected the Subject Property and observed that all of the violations remained on the Subject Property. Accordingly, the City Council has directed filing of this enforcement action.

25. Over the past several years, the City has drained public resources attempting through all feasible methods to obtain compliance, rehabilitation of the Subject Property, and abatement of the violations of law. However, nothing has worked. Defendants have failed to take any meaningful action in response to any of the City's notices and has maintained the Subject Property in the same condition.

26. Without the imposition of injunctive relief by this Court, Defendants will continue the unlawful maintenance of the Subject Property, and the Subject Property will continue to remain abandoned and sit in its dilapidated, potentially dangerous, and blighted condition.

27. Due to Defendants' continuing failure and refusal to abate or correct violations of law, unlawful business activities, and nuisances on the Subject Property, the City has incurred expenses, including, but not limited to, attorneys' fees, litigation costs, staff costs, abatement costs, and other incidental costs, which it is entitled to recover from Defendants pursuant to the SCMC, and other laws.

SILVER & WRIGHT LLP
IRVINE | INLAND EMPIRE | BAY AREA | SACRAMENTO

FIRST CAUSE OF ACTION

(Public Nuisance—Plaintiff The People Against All Defendants)

(Civil Code sections 3479, 3480, 3491, and 3494; CCP sections 526(a) and 731)

28. The People re-alleges and incorporates all previous paragraphs as though set forth herein.

29. The People bring this action pursuant to CCP sections 526(a) and 731, and Civil Code sections 3479, 3480, 3491, and 3494.

30. According to Civil Code section 3479, anything that is injurious to health, is indecent or offensive to the senses, or is an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, is a nuisance.

31. Civil Code section 3480 defines a public nuisance as one, which affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.

32. Defendant's operation, use, and maintenance of the Subject Property is in violation of numerous State and local laws—including existence of a prohibited abandoned service station containing violations such as a small brick kiosk structure between the two canopies, large pole sign, free-standing canopies, pump island, tire pump/air compressor, damaged lights containing exposed electrical wiring, and unsecured fencing—is injurious to the public health, offensive to the senses, and interferes with the public's comfortable enjoyment of life and property.

33. As set forth in this Complaint, the numerous violations of law that currently exist on the Subject Property pose a significant and immediate threat to the health, safety, and senses of the public, neighbors, and the community at large. Further, the activities and related problems that the Subject Property creates for the community also harms neighboring property values.

34. Defendants are individually liable for, and have individually contributed to, permitted, or allowed the maintenance of the aforementioned public nuisances on the Subject Property.

35. Unless Defendants and all other responsible parties are enjoined by the Court from maintaining or allowing the continued nuisance activity on the Subject Property, the Defendants' actions or inactions will continue to threaten the public's comfortable enjoyment of life and property.

36. The People have no plain, speedy, or adequate alternative remedy at law to abate the public nuisances alleged herein other than injunctive relief, which is authorized by CCP sections 526, 527, and 731.

37. For these reasons, the Subject Property constitutes a public nuisance and is subject to injunctive relief to prohibit continuing violations, future violations, and to cause compliance with the law pursuant to CCP sections 526(a), 527(a), and 731.

38. The People have attempted to gain compliance for many years to no avail. Given the Defendants' track record of non-compliance and failure to comply with the People's efforts to obtain compliance, the Defendants will continue to maintain and allow conditions on the Subject Property that violate numerous State and local laws and threaten the health, safety, and welfare of the public.

39. Given the immediate harm to the health and safety of the public and the harm to the free use and enjoyment of other property in the area, a temporary restraining order, preliminary injunction, and

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permanent injunctions are necessary to prevent any further illegal conditions and activities on the Subject Property.

40. Injunctive relief is necessary in this matter because: (1) pecuniary compensation would not afford adequate relief to the continuing threat to the public posed by the violations of law on the Subject Property; (2) it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief to each affected member of the public; (3) individual lawsuits by the adversely affected members of the public would be a waste of judicial resources; and (4) the ongoing nature of the violations would result in a multiplicity of judicial proceedings.

41. Due to Defendants' failure to abate public nuisance conditions on the Subject Property, the People have and will continue to incur nuisance abatement costs, including, but not limited to, attorneys' fees, litigation costs, staff costs, and other incidental costs, which it is entitled to recover pursuant to law.

SECOND CAUSE OF ACTION

(Nuisance Per Se—Plaintiff City of San Clemente Against All Defendants)

(San Clemente Municipal Code—SCMC)

42. The City re-alleges and incorporates all previous paragraphs as through set forth herein.

43. The City brings this action pursuant to SCMC section 1.16.010, which permits the City to enforce any violation of the SCMC by seeking injunctive relief, among other remedies.

44. Government Code section 38771 authorizes cities to declare by ordinance what constitutes a nuisance. Any condition caused, maintained, allowed, or permitted to exist in violation of the SCMC or its adopted codes is a public nuisance. (SCMC, § 8.52.010.)

45. When a City's municipal code declares certain conditions to be a nuisance, those conditions are a nuisance per se and no proof is required beyond the existence of the condition itself. (*City of Costa Mesa v. Soffer* (1992) 11 Cal.App.4th 378, 382.)

46. SCMC section 8.52.030, among other sections, enumerates specific conditions on real property which constitute a nuisance per se. For example, buildings which are abandoned like the Subject Property's service station and not in compliance with SCMC section 17.28.290, constitute a nuisance per se under SCMC section 8.52.030(D). Defendants' maintenance of the Subject Property in

its unsightly and out of harmony or conformity with the maintenance standards of adjacent properties is a nuisance per se under SCMC section 8.52.030(Q)-(R).

47. The Defendants have continued to allow nuisances per se to persist on the Subject Property and, unless enjoined from continuing the nuisance activity, will continue to allow the nuisances to persist. Therefore, a temporary restraining order and preliminary and permanent injunctions issued by this Court are necessary to prevent the continuation of these and other public nuisances on the Subject Property.

48. Due to Defendants' continued failure to abate nuisances per se on the Subject Property, the City has incurred expenses, including, but not limited to, attorneys' fees, litigation costs, staff costs, abatement costs, and other incidental costs.

49. Pursuant to *Mangini v. Aerojet General Corp.* (1991) 230 Cal.App.3d 1125, 1143, "[e]very repetition of a continuing nuisance is a separate wrong for which the person may bring successive actions for damages until the nuisance is abated . . ."

THIRD CAUSE OF ACTION

(Unlawful Business Practices—Plaintiff The People Against All Defendants)

(Business and Professions Code, § 17203)

50. The People re-alleges and incorporates all previous paragraphs as though set forth herein.

51. The People bring this action pursuant to B&P section 17203 ("Unfair Competition Law").

52. The Unfair Competition Law provides that unfair competition includes "any unlawful, unfair or fraudulent business act or practice." An unlawful business activity includes "anything that can properly be called a business practice and that at the same time is forbidden by law." (*People v. McKale* ["*McKale*"] (1979) 25 Cal.3d 626, 632; *Olszewski v. Scripps Health* (2003) 30 Cal.4th 798, 827.)

53. Failure to comply with local codes constitutes an unlawful business practice. (See *McKale* (1979) 25 Cal.3d 626, 632; *Stoiber v. Honeychuck* (1980) 101 Cal.App.3d 903, 928.)

54. B&P section 17203 provides that "[a]ny person who engages, has engaged, or proposed to engage in unfair competition may be enjoined," and that the court may make any order necessary to prevent unfair competition.

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55. Person includes "natural persons, corporations, firms, partnerships, joint stock companies, associations and other organizations of persons." (B&P, § 17201.) Defendants and all, therefore, are included in the definition of "person" under the Unfair Competition Law.

56. The remedies provided by the Unfair Competition Law are cumulative to the other remedies sought and are not exclusive of any penalties available under all other laws of this State. (B&P, § 17205.)

57. B&P section 17203 authorizes the Plaintiff City, in the name of the People of the State of California, to bring an action for relief pursuant to the Unfair Competition Law, and this section exempts the City from any other standing requirements.

58. At all times relevant to this Complaint, Defendants have engaged in, maintained, suffered, and/or otherwise permitted illegal business activities and conditions on the Subject Property including maintenance of the Subject Property in its closed, inoperable, and abandoned state with exterior blight.

59. Defendants have maintained, allowed, and operated the Subject Property in a manner which violates applicable laws, including the Civil Code and the SCMC. By allowing the violations alleged above to exist on the Subject Property, Defendants have engaged in unlawful business practices constituting unfair competition within the meaning of the Unfair Competition Law. (See *McKale* (1979) 25 Cal.3d 626, 632; *Stoiber v. Honeychuck* (1980) 101 Cal.App.3d 903, 928; *Olszewski v. Scripps Health* (2003) 30 Cal.4th 798, 827.)

60. Defendants are responsible for conducting, maintaining, and directly or indirectly permitting the practice of unfair competition on the Subject Property in violation of the Unfair Competition Law.

61. These violations render Defendants subject to the remedies in B&P section 17203. B&P section 17203 authorizes Plaintiff City, in the name of the People of the State of California, to bring an action under this section.

62. In addition, the Court has authority to make any order necessary to prevent the unfair competition practice.

63. Due to Defendants' operation of unlawful business practices and activities, the People have incurred expenses, including, but not limited to, attorneys' fees, litigation costs, staff costs, abatement costs, and other incidental costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs prays for judgment against Defendants as follows:

1. For the Court to find and declare that the Subject Property, its uses and conditions are a public nuisance and a nuisance per se.

2. For the Court to find and declare that Defendants have engaged in unpermitted business activities and business practices on the Subject Property in violation of applicable laws, including the Civil Code, SCMC, and B&P section 17203.

3. For the Court to find and declare that Defendants failed to correct the nuisance conditions on the Subject Property despite having been afforded an adequate and reasonable opportunity to do so.

4. For the Court to enjoin Defendants from maintaining, causing, permitting or continuing the nuisances and violations on the Subject Property.

5. For all nuisance abatement costs incurred relating to this action, including the costs of investigation and discovery, reasonable attorneys' fees and costs, staff and enforcement costs, pursuant to SCMC section 1.16.030, and other laws.

6. For the Court to issue a temporary restraining order and preliminary and permanent injunctions pursuant to the SCMC, Civil Code, and B&P, prohibiting Defendants, his lessees, and agents, including any subsequent owners who acquire the Subject Property with notice of the temporary restraining order or injunction, from maintaining or allowing any public nuisances on the Subject Property or in the City, requiring Defendants to abate all violations of law on the Subject Property, and prohibiting Defendants from continuing to cause, permit, or allow unlawful business practices which constitute unfair competition.

7. For the costs and fees awarded in this action to become a lien or special assessment on the Subject Property pursuant to Government Code sections 38773.1 and 38773.5, SCMC sections 1.16.030, and other law.

8. For the Court to retain ongoing jurisdiction over the Subject Property to ensure continued compliance on the Subject Property

9. For any and all remedies authorized by the SCMC and State law, including, but not limited to, the B&P, and the Civil Code.

10. For other relief to abate the nuisance conditions on the Subject Property.

11. For any other relief as the Court may deem proper or necessary.

Dated: May 27, 2022

SILVER & WRIGHT LLP

By: ______________________
MATTHEW R. SILVER
DANIEL K. OHL
Attorneys for Plaintiffs
PEOPLE OF STATE OF CALIFORNIA, EX REL. CITY OF SAN CLEMENTE & CITY OF SAN CLEMENTE, A CALIFORNIA MUNICIPAL CORPORATION

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 W. Civic Center DRIVE MAILING ADDRESS: 700 W. Civic Center Drive CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME: Central Justice Center	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE May 27, 2022 Clerk of the Court By: Katie Trent, Deputy
PLANTIFF: People of the State of California et.al.	
DEFENDANT: Urban Development Corporation et.al.	
Short Title: PEOPLE OF THE STATE OF CALIFORNIA VS. URBAN DEVELOPMENT CORPORATION	
NOTICE OF HEARING **CASE MANAGEMENT CONFERENCE**	CASE NUMBER: 30-2022-01261890-CU-OR-CJC

Please take notice that a(n), Case Management Conference has been scheduled for hearing on 10/31/2022 at 08:30:00 AM in Department C22 of this court, located at Central Justice Center.

Plaintiff(s)/Petitioner(s) to provide notice to all defendant(s)/respondent(s). Parties who file pleadings that add new parties to the proceeding must provide notice of the Case Management Conference to the newly added parties.

IMPORTANT: Prior to your hearing date, please check the Court's website for the most current instructions regarding how to appear for your hearing and access services that are available to answer your questions.
Civil Matters - https://www.occourts.org/media-relations/civil.html
Probate/Mental Health - https://www.occourts.org/media-relations/probate-mental-health.html
Appellate Division - https://www.occourts.org/media-relations/appeals-records.html

IMPORTANTE: Antes de la fecha de su audiencia, visite el sitio web de la Corte para saber cuáles son las instrucciones más actuales para participar en la audiencia y tener acceso a los servicios disponibles para responder a sus preguntas.
Casos Civiles - https://www.occourts.org/media-relations/civil.html
Casos de Probate y Salud Mental - https://www.occourts.org/media-relations/probate-mental-health.html
División de apelaciones - https://www.occourts.org/media-relations/appeals-records.html

QUAN TRỌNG: Trước ngày phiên tòa của quý vị, vui lòng kiểm tra trang mạng của tòa án để biết những hướng dẫn mới nhất về cách ra hầu phiên tòa của quý vị và tiếp cận những dịch vụ hiện có để giảI đáp những thắc mắc của quý vị.
Vấn Đề Dân Sự - https://www.occourts.org/media-relations/civil.html
Thủ Tục Di Chúc/Sức Khỏe Tinh Thần - https://www.occourts.org/media-relations/probate-mental-health.html
Ban phúc thẩm - https://www.occourts.org/media-relations/appeals-records.html

Clerk of the Court, By: Katie Trent, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Central Justice Center
700 W. Civic Center DRIVE
Santa Ana 92701

SHORT TITLE: PEOPLE OF THE STATE OF CALIFORNIA VS. URBAN DEVELOPMENT CORPORATION

CLERK'S CERTIFICATE OF SERVICE BY MAIL	CASE NUMBER: **30-2022-01261890-CU-OR-CJC**

I certify that I am not a party to this cause. I certify that a true copy of the above Notice of Hearing has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practices and addressed as indicated below. The certification occurred at Santa Ana, California, on 05/27/2022. Following standard court practice the mailing will occur at Sacramento, California on 05/31/2022.

Clerk of the Court, by: Katie Trent, Deputy

SILVER & WRIGHT LLP
3 CORPORATE PARK # SUITE 100
IRVINE, CA 92606

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

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

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

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

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

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

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

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

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

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

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

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

ADR Information

Introduction.

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

BENEFITS OF ADR.

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

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

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

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

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

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

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

DISADVANTAGES OF ADR.

ADR may not be suitable for every dispute.

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

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

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

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

TYPES OF ADR IN CIVIL CASES.

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

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

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

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

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

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

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

Neutral Evaluation. In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

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

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

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

ADDITIONAL INFORMATION.

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

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

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

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

- OC Human Relations (714) 480-6575, mediator@ochumanrelations.org
- Waymakers (949) 250-4058

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

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

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: E-MAIL ADDRESS: ATTORNEY FOR (name):	FOR COURT USE ONLY For your protection and privacy, please press the Clear This Form button after you are done printing this form.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE JUSTICE CENTER: ☐ Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 ☐ Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512 ☐ Harbor – Newport Beach Facility – 4601 Jamboree Rd., Newport Beach, CA 92660-2595 ☐ North – 1275 N. Berkeley Ave., P.O. Box 5000, Fullerton, CA 92838-0500 ☐ West – 8141 13th Street, Westminster, CA 92683-4593	
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION	CASE NUMBER:

Plaintiff(s)/Petitioner(s), ______________________________

____

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

____

agree to the following dispute resolution process:

☐ Mediation

☐ Arbitration (must specify code)

☐ Under section 1141.11 of the Code of Civil Procedure

☐ Under section 1280 of the Code of Civil Procedure

☐ Neutral Case Evaluation

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

☐ I have an Order on Court Fee Waiver (FW-003) on file, and the selected ADR Neutral(s) are eligible to provide pro bono services.

☐ The ADR Neutral Selection and Party List is attached to this Stipulation.

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

Date: ______________ ______________________________ ______________________________

(SIGNATURE OF PLAINTIFF OR ATTORNEY) (SIGNATURE OF PLAINTIFF OR ATTORNEY)

Date: ______________ ______________________________ ______________________________

(SIGNATURE OF DEFENDANT OR ATTORNEY) (SIGNATURE OF DEFENDANT OR ATTORNEY)