

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>FREDERIC L. GORDON</b> <b>GORDON AND HOLMES</b> <b>223 WEST DATE ST.</b>  <b>SAN DIEGO, CA 92101</b> TELEPHONE NO.: 619-696-0444 FAX NO.: 619-696-1144 ATTORNEY FOR (Name): <b>PLAINTIFF JESSIE WITHERS</b>		<div style="transform: rotate(-15deg);"> <b>ENDORSED CM-010</b>  <b>FOR COURT USE ONLY</b>  <b>SAN FRANCISCO COUNTY</b>  <b>SUPERIOR COURT</b>  <b>2013 NOV 25 PM 2:22</b>  <b>CLERK OF THE COURT</b>  <b>DEPUTY CLERK</b>  <b>Deborah Stepp</b> </div>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister St. MAILING ADDRESS: 400 McAllister St. CITY AND ZIP CODE: SAN FRANCISCO, 94102 BRANCH NAME: CIVIC CENTER COURTHOUSE			
CASE NAME: <b>WITHERS V. ATHERSTONE INC.</b>			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>CGC-13-535697</b> JUDGE: 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:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <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) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input 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) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <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)	<b>Provisionally Complex Civil Litigation</b> (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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |                                                                                                                                |                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <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): 4; 2 Strict Liability; Negligence; Breach of Warranty  
 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: November 25, 2013

**FREDERIC L. GORDON**

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

BY FAX

#### 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.

Page 1 of 2

**SUMMONS  
(CITACION JUDICIAL)**

SUM-100

NOTICE TO DEFENDANT: ATHERSTONE FOODS INC., DBA, GLASS  
(AVISO AL DEMANDADO): ONION CATERING & GOURMET FOODS,  
INC.; AND DOES 1-20, INCLUSIVE

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

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

**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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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 desear el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA  
400 McAllister St.  
400 McAllister St.  
SAN FRANCISCO, CA 94102

CASE NUMBER:  
(Número del Caso):

CGC-13-535697

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):

FREDERIC L. GORDON  
GORDON AND HOLMES  
223 WEST DATE ST.  
SAN DIEGO, CA 92101

619-696-0444 619-696-1144

DATE:

(Fecha)

NOV 25 2013

CLERK OF THE COURT  
(Secretario)

Deborah Stepp

Deputy  
(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)).

**BY FAX**

(SEAL)

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1

ENDORSED  
FILED  
SAN FRANCISCO COUNTY  
SUPERIOR COURT  
2013 NOV 25 PM 2:22  
CLERK OF THE COURT  
BY: DEPUTY CLERK  
Deborah Stepp

1 Frederic L. Gordon, Esq. SBN 98994  
2 GORDON & HOLMES  
3 223 W. Date Street  
4 San Diego, California 92101-3571  
5 Tel: 619-696-0444  
6 Fax: 619-696-1144  
7 Email: fgordon@gordonandholmes.com

8 Associated with:  
9 William D. Marler  
10 (pro hac vice pending)  
11 MARLER CLARK, LLP, PS  
12 1301 Second Avenue, Suite 2800  
13 Seattle, WA 98101  
14 Tel: 206-346-1888  
15 Fax: 206-346-1898  
16 Email: bmarler@marlerclark.com

17 Attorneys for Plaintiff JESSIE WITHERS

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **COUNTY OF SAN FRANCISCO**

20 JESSIE WITHERS,

21 Plaintiff,

22 v.

23 AATHERSTONE FOODS INC., dba,  
24 GLASS ONION CATERING &  
25 GOURMET FOODS, INC.; and DOES  
26 1-20, inclusive,

27 Defendants.

Case No.: CGC-13-535697

COMPLAINT FOR PERSONAL INJURIES

IMAGED FILE

JURY TRIAL DEMANDED

Trial Date: None set

BY FAX

28 JESSIE WITHERS, by and through her attorneys of record, allege as follows:

**PARTIES**

1. The plaintiff JESSIE WITHERS is a resident of San Francisco, San Francisco County, California.

2. The Atherstone Foods Inc., d.b.a., Defendant Glass Onion Catering and Gourmet Foods, Inc., (Glass Onion) is a corporation organized and existing under the laws of the State of California, and based in 200 West Ohio Avenue, Richmond, California. At all

1 Frederic L. Gordon, Esq. SBN 98994  
GORDON & HOLMES  
2 223 W. Date Street  
San Diego, California 92101-3571  
3 Tel: 619-696-0444  
Fax: 619-696-1144  
4 Email: fgordon@gordonandholmes.com

5 Associated with:  
William D. Marler  
6 (pro hac vice pending)  
MARLER CLARK, LLP, PS  
7 1301 Second Avenue, Suite 2800  
Seattle, WA 98101  
8 Tel: 206-346-1888  
Fax: 206-346-1898  
9 Email: bmarler@marlerclark.com

10 Attorneys for Plaintiff JESSIE WITHERS

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF SAN FRANCISCO**  
13

14 JESSIE WITHERS,  
15 Plaintiff,  
16 v.

17 ATHERSTONE FOODS INC., dba,  
GLASS ONION CATERING &  
18 GOURMET FOODS, INC.; and DOES  
1-20, inclusive,  
19 Defendants.  
20

Case No.:

**COMPLAINT FOR PERSONAL INJURIES**  
**IMAGED FILE**

**JURY TRIAL DEMANDED**

Trial Date: None set

21 JESSIE WITHERS, by and through her attorneys of record, allege as follows:  
22

23 **PARTIES**

24 1. The plaintiff JESSIE WITHERS is a resident of San Francisco, San Francisco  
County, California.

25 2. The Atherstone Foods Inc., d.b.a., Defendant Glass Onion Catering and  
26 Gourmet Foods, Inc., (Glass Onion) is a corporation organized and existing under the laws of  
27 the State of California, and based in 200 West Ohio Avenue, Richmond, California. At all  
28

1 times relevant to the allegations contained in this complaint, Glass Onion was registered to  
2 do business, and did conduct business, in the State of California. Glass Onion is a gourmet  
3 caterer and also a manufacturer and seller of prepackaged, “grab and go” items sold at a  
4 variety of retail locations. Glass Onion manufactured and sold the prepackaged food  
5 products that are the subject of this action at Trader Joe’s.

6 3. The true names and capacities, whether individual, corporate, associate or  
7 otherwise, of Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiffs,  
8 who therefore sue said Defendants by such fictitious names. Plaintiffs will amend this  
9 complaint to show their true names and capacities when the same have been ascertained.

10 4. Plaintiffs are informed and believe and thereon allege that at all time herein  
11 mentioned, Defendants, and each of them, were the agents or employees of their co-  
12 defendants and were acting within the scope and course of their agency and employment,  
13 and with the permission and consent of the other co-defendants, and that said Defendants,  
14 and each of them, are responsible in some manner for the events and happenings herein  
15 referred to or otherwise proximately caused the acts, omissions or events hereinafter alleged.

#### 16 **JURISDICTION AND VENUE**

17 5. This Court is vested with jurisdiction over the defendants, because the  
18 defendants are corporations incorporated in the State of California, and are doing business  
19 within the State of California.

20 6. The venue of this action is proper in San Francisco County, because the  
21 defendants transacted business in this county.

#### 22 **FACTS**

##### 23 **The Health Department Investigation**

24 7. A total of 32 individuals infected with a rare strain of *E. coli* O157:H7 have  
25 been reported from four states. The number of ill persons identified in each state is as  
26 follows: Arizona (1), California (27), Washington (3) and Texas (1).

27 8. Among persons for whom information is available, illness onset dates range  
28 from September 29, 2013 to October 26, 2013. Ill persons range in age from 4 years to 78

1 years, with a median age of 28 years. Sixty-one percent of ill persons are female. Among 21  
2 persons with available information, 6 (28%) reported being hospitalized. Two ill persons  
3 have developed HUS, and no deaths have been reported.

4 9. Epidemiologic and traceback investigations conducted by officials in local,  
5 state, and federal public health, agriculture, and regulatory agencies indicate that two ready-  
6 to-eat salads, Field Fresh Chopped Salad with Grilled Chicken and Mexicali Salad with Chili  
7 Lime Chicken, produced by Glass Onion are the likely source of this outbreak of *E. coli*  
8 O157:H7 infections.

9 10. On November 10, 2013, Glass Onion voluntarily recalled numerous ready-to-  
10 eat salads and sandwich wrap products that may be contaminated with *E. coli* O157:H7.

11 ***E. coli* O157:H7**

12 11. *Escherichia coli* is the name of a common family of bacteria, most members of  
13 which do not cause human disease. The *E. coli* O157:H7 bacteria, unlike the vast majority  
14 of *E. coli* family members, are pathogenic. Specifically, *E. coli* O157:H7 can cause painful,  
15 bloody diarrhea (hemorrhagic colitis) in humans.

16 12. After someone ingests a sufficient quantity of *E. coli* O157:H7 (also known as  
17 the infectious dose), the bacteria attaches to the inside surface of the large intestine and  
18 initiates an inflammatory reaction. The result is the bloody diarrhea and abdominal cramps  
19 characteristic of this intestinal illness.

20 13. A wide spectrum of disease is possible as a result of an *E. coli* O157:H7  
21 infection, extending from mild, and non-bloody diarrhea, to severe diarrhea that is grossly  
22 bloody and accompanied by abdominal pain.

23 14. While the acute symptoms usually resolve without complications within seven  
24 to ten days, with further convalescence taking up to weeks, an *E. coli* O157:H7 infection can  
25 also develop into hemolytic uremic syndrome, a life-threatening condition for which there is  
26 no known treatment.

27 ///

28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8

2  
3  
4

5  
6

7  
8  
9  
0  
1  
2

3  
4  
5

## 6

## 7

8  
920  
21

22  
23  
24  
25

26  
27

8

1           22. Defendants prepared, distributed and sold food that was adulterated and  
2 contaminated with *E. coli* O157:H7 bacteria, by which the food was rendered adulterated,  
3 unwholesome and injurious to health, in violation of California's Sherman Food, Drug and  
4 Cosmetic Laws, California Health and Safety Code Sections 109875, et seq. and particularly  
5 110620, and similar federal health and safety standards and regulations.

6           23. Plaintiffs have been injured by their consumption of food, which was  
7 adulterated, contaminated, unwholesome, and injurious to their health and unfit for human  
8 consumption.

9                                   **SECOND CAUSE OF ACTION**

10                           **BREACH OF IMPLIED WARRANTY CLAIM**

11           24. Defendants impliedly warranted that the food products were of merchantable  
12 quality, and were safe and fit for human consumption. Plaintiffs purchased and consumed  
13 the food product, and reasonably relied upon the skill and judgment of defendants as to  
14 whether the products were of merchantable quality and fit for human consumption.

15           25. Defendants breached these implied warranties in that defendants' food products  
16 were contaminated with *E. coli* O157:H7. As a direct, legal and proximate result of the  
17 breach of implied warranties, plaintiffs suffered and may continue to suffer injury, harm,  
18 special damages and economic loss.

19                                   **THIRD CAUSE OF ACTION**

20                           **NEGLIGENCE CLAIM**

21           26. Defendants were negligent in manufacturing, distributing and selling a product  
22 which was not reasonably safe because adequate warnings or instructions were not provided,  
23 including but not limited to the warning that the food product may contain *E. coli* O157:H7,  
24 and thus should not be given to, or eaten by, people.

25           27. Defendants had a duty to comply with all statutory and regulatory provisions  
26 that pertained or applied to the manufacture, distribution, storage, labeling, and sale of food  
27 products, including, but not limited to, the Federal Food, Drug, and Cosmetics Act, which  
28 bans the manufacture, sale and distribution of any "adulterated" food. Defendants failed to



1 do so. Plaintiffs are among the class of persons designed to be protected by the statutory and  
2 regulatory provisions pertaining to the defendants' manufacture, distribution, storage,  
3 labeling, and sale of its food.

4 28. Defendants had a duty to use supplies and/or raw materials in producing the  
5 food product which were in compliance with applicable federal, state, and local laws,  
6 ordinances and regulations, which were from safe and reliable sources, which were clean,  
7 wholesome and free from spoilage and adulteration, and which were safe for human  
8 consumption, but failed to do so.

9 29. Defendants were negligent in the selection of their material and ingredient  
10 suppliers, or other subcontractors, and failed to adequately supervise them, or provide them  
11 with adequate standards, in writing, and as a result, purchased and used products  
12 contaminated with *E. coli* O157:H7.

13 30. As a result of the defendants' negligence, the plaintiffs suffered severe and  
14 permanent personal injuries, as well as economic loss.

#### 15 **FOURTH CAUSE OF ACTION**

#### 16 **STRICT LIABILITY CLAIM**

17 31. Defendants are in the business of manufacturing and selling food products,  
18 including the contaminated product that is at issue herein.

19 32. Defendants sold the food products used by Plaintiffs knowing the products  
20 would be used by Plaintiffs without inspection for defects.

21 33. Plaintiffs utilized the products as anticipated by Defendants.

22 34. As a proximate cause of Plaintiff's use of the products in a fashion anticipated  
23 by the Defendants, Plaintiffs suffered injury and damages as described herein.

#### 24 **DAMAGES**

25 35. The plaintiffs have suffered general and special, incidental and consequential  
26 damages, including loss of consortium, as the direct and proximate result of the acts and  
27 omissions of the defendants, which damages shall be fully proven at the time of trial,  
28 including, but not limited to, damages for loss of enjoyment of life, both past and future;

1 medical and medical related expenses, both past and future; wage and economic loss, past  
2 and future; emotional distress, and future emotional distress; medical and pharmaceutical  
3 expenses, past and future; and other ordinary, incidental and consequential damages as  
4 would be anticipated to arise under the circumstances.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, plaintiffs pray as follows:

7 (1) That the court award plaintiffs judgment against the defendants, jointly and  
8 severally, in such sums as shall be determined to fully and fairly compensate plaintiffs for all  
9 general, special, incidental and consequential damages incurred, or to be incurred, by  
10 plaintiffs as the direct and proximate result of the acts and omissions of the defendant;

11 (2) That the court award plaintiffs their costs, disbursements and reasonable  
12 attorneys' fees incurred;

13 (3) That the court award plaintiffs the opportunity to amend or modify the  
14 provisions of this complaint as necessary or appropriate after additional or further discovery  
15 is completed in this matter, and after all appropriate parties have been served; and

16 (4) That the court awards such other and further relief as it deems necessary and  
17 proper in the circumstances.

18 **JURY TRIAL DEMANDED**

19  
20 Respectfully submitted,

21 Dated: November 25, 2013

GORDON & HOLMES

22  
23 Bv:

  
24 FREDERIC L. GORDON, ESQ.  
25 Attorneys for Plaintiff  
26 JESSIE WITHERS  
27  
28

**NOTICE TO PLAINTIFF**

A Case Management Conference is set for:

**DATE: APR-30-2014**

**TIME: 10:30AM**

**PLACE: Department 610  
400 McAllister Street  
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference.

However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state.

**ALTERNATIVE DISPUTE RESOLUTION POLICY REQUIREMENTS**

IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE PARTICIPATE IN EITHER MEDIATION, JUDICIAL OR NON-JUDICIAL ARBITRATION, THE EARLY SETTLEMENT PROGRAM OR SOME SUITABLE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.  
(SEE LOCAL RULE 4)

Plaintiff must serve a copy of the Alternative Dispute Resolution Information Package on each defendant along with the complaint. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the Alternative Dispute Resolution Information Package prior to filing the Case Management Statement.

**[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]**

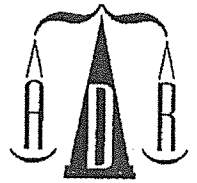
Superior Court Alternative Dispute Resolution Coordinator  
400 McAllister Street, Room 103  
San Francisco, CA 94102  
(415) 551-3876

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.



# Superior Court of California, County of San Francisco

## Alternative Dispute Resolution Program Information Package



The plaintiff must serve a copy of the ADR information package on each defendant along with the complaint. (CRC 3.221(c))

### WHAT IS ADR?

Alternative Dispute Resolution (ADR) is the term used to describe the various options available for settling a dispute without a trial. There are many different ADR processes, the most common forms of which are mediation, arbitration and settlement conferences. In ADR, trained, impartial people decide disputes or help parties decide disputes themselves. They can help parties resolve disputes without having to go to court.

### WHY CHOOSE ADR?

"It is the policy of the Superior Court that every noncriminal, nonjuvenile case participate either in an early settlement conference, mediation, arbitration, early neutral evaluation or some other alternative dispute resolution process prior to trial." (Local Rule 4)

ADR can have a number of advantages over traditional litigation:

- **ADR can save time.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money,** including court costs, attorney fees, and expert fees.
- **ADR encourages participation.** The parties may have more opportunities to tell their story than in court and may have more control over the outcome of the case.
- **ADR is more satisfying.** For all the above reasons, many people participating in ADR have reported a high degree of satisfaction.

### HOW DO I PARTICIPATE IN ADR?

Litigants may elect to participate in ADR at any point in a case. General civil cases may voluntarily enter into the court's ADR programs by any of the following means:

- Filing a Stipulation to ADR: Complete and file the Stipulation form (attached to this packet) at the clerk's office located at 400 McAllister Street, Room 103;
- Indicating your ADR preference on the Case Management Statement (also attached to this packet); or
- Contacting the court's ADR office (see below) or the Bar Association of San Francisco's ADR Services at 415-982-1600 or [www.sfbar.org/adr](http://www.sfbar.org/adr) for more information.

**For more information about ADR programs or dispute resolution alternatives, contact:**

Superior Court Alternative Dispute Resolution  
400 McAllister Street, Room 103, San Francisco, CA 94102  
415-551-3876

*Or, visit the court ADR website at [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org)*

The San Francisco Superior Court currently offers three ADR programs for general civil matters; each program is described below:

## **1) EARLY SETTLEMENT CONFERENCES**

The goal of early settlement is to provide participants an opportunity to reach a mutually acceptable settlement that resolves all or part of a dispute.

**(A) THE BAR ASSOCIATION OF SAN FRANCISCO (BASF) EARLY SETTLEMENT PROGRAM (ESP):** This program, provided in conjunction with the court, pairs parties with a two-member volunteer attorney panel. The panels are comprised of one plaintiff and one defense attorney, each with at least 10 years of trial experience. On occasion, a panelist with extensive experience in both plaintiff and defense roles serves as a sole panelist.

**Operation:** The settlement conference typically occurs 2 to 3 months prior to the trial date. BASF informs the participants of the conference date well in advance and provides the names of the panelists and location of the conference approximately 2 weeks prior to the conference. Panelists provide at **no cost** up to 2 hours of their time at each conference, and many panelists provide additional time at no cost if a settlement is imminent. A conference typically begins with a brief meeting with all parties and their attorneys during which each side presents an initial statement. The panelists then assist the parties in understanding and candidly discussing the strengths and weaknesses of their cases, utilizing private meetings as appropriate. If a case does not settle during the first two hours, parties have the option to hire the panelists to continue the conference.

**Cost:** BASF charges an administrative fee of \$250 per party. For information on fees for cases involving multiple parties, please contact BASF. Parties who meet certain eligibility requirements may request a waiver of the fee. For more information, please contact BASF's ESP Coordinator at 415-782-9000 ext. 8717 or visit [www.sfbar.org/esp](http://www.sfbar.org/esp).

**(B) COURT SETTLEMENT CONFERENCE:** Parties may elect to apply to the Presiding Judge's department for a specially-set mandatory settlement conference. See Local Rule 5.0 for further instructions. Upon approval of the Presiding Judge, the court will schedule the conference and assign the case for a settlement conference.

## **2) MEDIATION**

Mediation is a voluntary, flexible, and confidential process in which a neutral third party facilitates negotiations. The goal of mediation is to reach a mutually satisfactory agreement, before incurring the expense of going to court, that resolves all or part of a dispute after exploring the interests, needs, and priorities of the parties in light of relevant evidence and the law. A mediator strives to bring the parties to a mutually beneficial settlement of the dispute.

**(A) MEDIATION SERVICES OF THE BAR ASSOCIATION OF SAN FRANCISCO,** in cooperation with the Superior Court, is designed to help civil litigants resolve disputes before they incur substantial costs in litigation. While it is best to utilize the program at the outset of litigation, parties may use the program at any time while a case is pending.

**Operation:** A mediator provides at **no cost** one hour of preparation time and two hours of mediation time. After those three hours, if the case is not resolved, parties have the option to continue the process and pay the mediator at his or her regular hourly rate. BASF pre-screens all mediators based upon strict educational and experience requirements. Parties may select a specific mediator or BASF will help the parties make a selection. The BASF website contains photographs, biographies, and videos of the mediators as well as testimonials to assist with the selection process.

**Cost:** BASF charges an administrative fee of \$250 per party. For information on fees for cases involving multiple parties, please contact BASF. The hourly mediator fee beyond the first three hours will vary depending on the mediator selected. Parties who meet certain eligibility requirements may request a waiver of the fee. For more information, please contact BASF's Mediation Coordinator at 415-782-9000 ext. 8787 or visit [www.sfbar.org/mediation](http://www.sfbar.org/mediation).

**(B) PRIVATE MEDIATION:** Although not currently a part of the court's ADR program, civil disputes may also be resolved through private mediation. Parties may elect any private mediator or mediation organization of their choice; the selection and coordination of private mediation is the responsibility of the parties. Parties may find mediators and organizations on the Internet. The cost of private mediation will vary depending on the mediator selected.

### 3) ARBITRATION

An arbitrator is neutral attorney who presides at a hearing where the parties present evidence through exhibits and testimony. The arbitrator applies the law to the facts of the case and makes an award based upon the merits of the case.

**(A) JUDICIAL ARBITRATION:** When the court orders a case to arbitration it is called "judicial arbitration". The goal of arbitration is to provide parties with an adjudication that is earlier, faster, less formal, and usually less expensive than a trial.

**Operation:** Pursuant to CCP 1141.11 and Local Rule 4, all civil actions in which the amount in controversy is \$50,000 or less, and no party seeks equitable relief, shall be ordered to arbitration. (Upon stipulation of all parties, other civil matters may be submitted to judicial arbitration.) A case is ordered to arbitration after the Case Management Conference. An arbitrator is chosen from the court's Arbitration Panel. Arbitrations are generally held between 7 and 9 months after a complaint has been filed. Judicial arbitration is not binding unless all parties agree to be bound by the arbitrator's decision. Any party may request a trial within 30 days after the arbitrator's award has been filed.

Local Rule 4.2 allows for mediation in lieu of judicial arbitration, so long as the parties file a stipulation to mediate after the filing of a complaint. If settlement is not reached through mediation, a case proceeds to trial as scheduled.

**Cost:** There is no cost to the parties for judicial arbitration.

**(B) PRIVATE ARBITRATION:** Although not currently a part of the court's ADR program, civil disputes may also be resolved through private arbitration. Here, the parties voluntarily consent to arbitration. If all parties agree, private arbitration may be binding and the parties give up the right to judicial review of the arbitrator's decision. In private arbitration, the parties select a private arbitrator and are responsible for paying the arbitrator's fees.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address)  TELEPHONE NO.:  ATTORNEY FOR (Name): SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO 400 McAllister Street San Francisco, CA 94102-4514 PLAINTIFF/PETITIONER:  DEFENDANT/RESPONDENT:	FOR COURT USE ONLY          CASE NUMBER:   DEPARTMENT 610
STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION (ADR)	

- 1) The parties hereby stipulate that this action shall be submitted to the following ADR process:
- ☐ Early Settlement Program of the Bar Association of San Francisco (BASF) - Pre-screened experienced attorneys provide a minimum of 2 hours of settlement conference time for a BASF administrative fee of \$250 per party. Waivers are available to those who qualify. BASF handles notification to all parties, conflict checks with the panelists, and full case management. [www.sfbar.org/esp](http://www.sfbar.org/esp)
- ☐ Mediation Services of BASF - Experienced professional mediators, screened and approved, provide one hour of preparation and the first two hours of mediation time for a BASF administrative fee of \$250 per party. Mediation time beyond that is charged at the mediator's hourly rate. Waivers of the administrative fee are available to those who qualify. BASF assists parties with mediator selection, conflicts checks and full case management. [www.sfbar.org/mediation](http://www.sfbar.org/mediation)
- ☐ Private Mediation - Mediators and ADR provider organizations charge by the hour or by the day, current market rates. ADR organizations may also charge an administrative fee. Parties may find experienced mediators and organizations on the Internet.
- ☐ Judicial Arbitration - Non-binding arbitration is available to cases in which the amount in controversy is \$50,000 or less and no equitable relief is sought. The court appoints a pre-screened arbitrator who will issue an award. There is no fee for this program. [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org)
- ☐ Other ADR process (describe) \_\_\_\_\_
- 2) The parties agree that the ADR Process shall be completed by (date): \_\_\_\_\_
- 3) Plaintiff(s) and Defendant(s) further agree as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name of Party Stipulating

\_\_\_\_\_  
Name of Party Stipulating

\_\_\_\_\_  
Name of Party or Attorney Executing Stipulation

\_\_\_\_\_  
Name of Party or Attorney Executing Stipulation

\_\_\_\_\_  
Signature of Party or Attorney

\_\_\_\_\_  
Signature of Party or Attorney

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

☐ Additional signature(s) attached

ATTORNEY OR PARTY WITHOUT ATTORNEY ( <i>Name, State Bar number, and address</i> ):		FOR COURT USE ONLY	
TELEPHONE NO.: E-MAIL ADDRESS ( <i>Optional</i> ): ATTORNEY FOR ( <i>Name</i> ):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:			
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:			
CASE MANAGEMENT STATEMENT (Check one): <input type="checkbox"/> UNLIMITED CASE (Amount demanded exceeds \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded is \$25,000 or less)		CASE NUMBER:	
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: _____ Time: _____ Dept.: _____ Div.: _____ Room: _____ Address of court ( <i>if different from the address above</i> ): _____ <input type="checkbox"/> Notice of Intent to Appear by Telephone, by ( <i>name</i> ): _____			

**INSTRUCTIONS:** All applicable boxes must be checked, and the specified information must be provided.

1. **Party or parties (answer one):**
  - a. ☐ This statement is submitted by party (name):
  - b. ☐ This statement is submitted jointly by parties (names):
2. **Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)**
  - a. The complaint was filed on (date):
  - b. ☐ The cross-complaint, if any, was filed on (date):
3. **Service (to be answered by plaintiffs and cross-complainants only)**
  - a. ☐ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
  - b. ☐ The following parties named in the complaint or cross-complaint
    - (1) ☐ have not been served (specify names and explain why not):
    - (2) ☐ have been served but have not appeared and have not been dismissed (specify names):
    - (3) ☐ have had a default entered against them (specify names):
  - c. ☐ The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):
4. **Description of case**
  - a. Type of case in ☐ complaint ☐ cross-complaint (Describe, including causes of action):



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:  
 e. E-mail address:  
 f. Fax number:  
 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:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

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 (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other ( <i>specify</i> ):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

**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)

\_\_\_\_\_  
(TYPE OR PRINT NAME)

▶ \_\_\_\_\_  
(SIGNATURE OF PARTY OR ATTORNEY)

▶ \_\_\_\_\_  
(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

**EXPERIENCED MEDIATORS  
ARE AVAILABLE IN THE  
FOLLOWING AREAS**

**Business**  
**Civil Rights**  
**Commercial**  
**Construction**  
**Contracts**  
**Disability**  
**Discrimination**  
**Education**  
**Employment/Workplace**  
**Environmental**  
**Family**  
**Family-Certified Specialists**  
**Fee Disputes**  
**Financial**  
**Government**  
**Insurance**  
**Intellectual Property**  
**Intra-Organizational**  
**Labor**  
**Landlord/Tenant**  
**Land Use**  
**LGBT Issues**  
**Malpractice: Legal-Medical-Professional**  
**Partnership Dissolutions**  
**Personal Injury**  
**Probate/Trust**  
**Products Liability**  
**Real Estate**  
**Securities**  
**Taxation**  
**Uninsured Motorist**  
**Women's Issues**  
**And more...**

## TESTIMONIALS

"This was the third attempt to mediate this case, and the BASF mediator was far and away the best mediator. I dare say that we would not have settled today but for his efforts."

*George Yuhas, Esq.  
Orrick, Herrington & Sutcliffe LLP*

"We had an excellent experience and, after 8 1/2 hours of mediation, [the BASF mediator] settled a very difficult case involving claims against four clients of ours by a wealthy investor who claimed inadequate disclosure was made."

*Robert Charles Friese, Esq.  
Sharfiss Friese LLP*

"When the other side made their offer, I thought there was no way we would reach an agreement – we were too far apart, but the mediator brought us together. He saved me a lot of time and aggravation by facilitating a settlement. Thanks!"

*Leslie Caplan  
Global Warming Campaign Manager  
Bluewater Network*

"BASF staff was very helpful – stayed on the task and kept after a hard to reach party. The mediator was great!"

*Mark Abelson, Esq.  
Campagnoli, Abelson & Campagnoli*

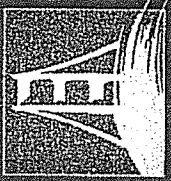
"The [BASF] mediator was excellent! He was effective with some strong, forceful personalities."

*Denise A. Leadbetter, Esq.  
Zacks, Utrecht & Leadbetter*

**PROCEDURES, PODCASTS,  
FORMS, MEDIATOR BIOGRAPHIES  
AND PHOTOGRAPHS:**

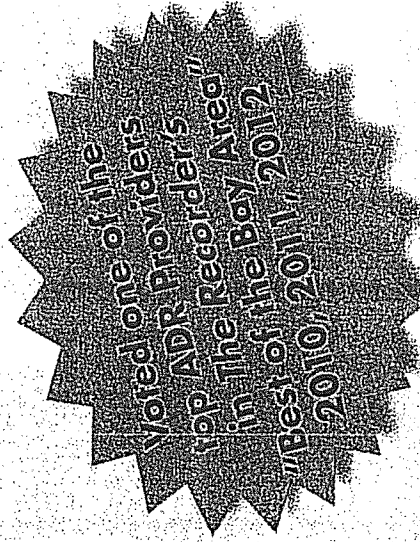
**[www.sfbar.org/mediation](http://www.sfbar.org/mediation)**

**[adr@sfbar.org](mailto:adr@sfbar.org) or 415-982-1600**



THE BAR ASSOCIATION OF  
SAN FRANCISCO

# MEDIATION SERVICES



### WHAT IS BASF'S MEDIATION SERVICE?

The Bar Association of San Francisco's Mediation Services is a private mediation service which will assist you with almost any type of dispute, from simple contract disputes to complex commercial matters.

§

### WHO ARE THE MEDIATORS?

They are established mediators who have private mediation practices and have met our extensive experience requirements. By going through BASF you receive the services of these highly qualified mediators at a great value.

§

### HOW DO I LEARN MORE ABOUT THE MEDIATORS?

BASF's website ([www.sfbat.org/mediation](http://www.sfbat.org/mediation)) provides bios, photos and hourly rates of mediators. You can search by name or by area of law needed for your case. BASF staff is also always available to assist you with selection or to answer questions.

§

### HOW MUCH DOES THE SERVICE COST?

A \$250 per party administrative fee is paid to BASF at the time the Consent to Mediate form is filed. This fee covers the first hour of mediator preparation time and the first two hours of session time. Time beyond that is paid at the mediator's normal hourly rate.

### HOW IS THE MEDIATOR CHOSEN?

You may request a specific mediator from our website ([www.sfbat.org/mediation](http://www.sfbat.org/mediation)) and indicate your choice on the BASF Consent to Mediate form, or you may indicate on the form that you would like BASF staff to assist with the selection.

§

### WHY SHOULD I GO THROUGH BASF? CAN'T I JUST CALL THE MEDIATOR DIRECTLY?

BASF mediators have agreed to provide three free hours as a service to BASF. If you go directly to one of our mediators, you do not qualify for the free hours unless you notify us. Once you have filed with us, you will talk directly to the mediator to ask questions and to set a convenient mediation date and time.

§

### HOW LONG IS THE MEDIATION SESSION?

The time spent in mediation will vary depending on your dispute. BASF mediators are dedicated to reaching a settlement, whether you need a few hours or several days.

§

### WHO CAN USE THE SERVICE?

BASF mediation can be utilized by anyone and is NOT limited to San Francisco residents or issues. Also, the service may be used before a court action is filed or at any time during a court action.

### OUR CASE IS FILED IN COURT; HOW DO WE USE BASF'S MEDIATION SERVICES?

When you file the San Francisco Superior Court's Stipulation to ADR form, check the box indicating "Mediation Services of BASF." Then complete BASF's Consent to Mediate form found on our website and file it with us. (If the matter was filed in a different county, please check with that court for the appropriate process.)

§

### WE ARE ON A DEADLINE; HOW QUICKLY CAN WE MEDiate?

Once all parties have filed all the paperwork, BASF can normally have you in touch with the mediator within a day or two. If there is a deadline, BASF staff will give the matter top priority.

§

### WHAT TYPES OF DISPUTES CAN I MEDiate?

BASF mediators are trained in 30+ areas of law. If you don't see the area you need on our website or in this brochure, contact us; it is very likely we can match your need with one of our panelists.

§

### MORE INFORMATION

Visit our website ([www.sfbat.org/mediation](http://www.sfbat.org/mediation)) where you can search by name or by area of law. For personal assistance, please call 415-982-1600.

## San Francisco Superior Court Proposes Local Rules Changes That Would Mandate eFiling & eService Effective January 1, 2014

Please be advised that the Superior Court of California, County of San Francisco has published Proposed Local Rules that if adopted may require law firms to Electronically File and Serve almost all civil documents effective January 1, 2014.

We applaud the courts desire to create efficiencies for themselves and the filing public by expanding their eFiling project.

You may not know that the California rules of court were revised on July 1, 2013, those rules established statewide guidelines that were meant to ensure that all courts uniformly adopt local rules for their eFiling projects. **The San Francisco Proposed Local Rule 2.10 doesn't appear to be consistent with the statewide rules of court; specifically, CRC 2.253 (b), CRC 3.400 (c), CRC 3.403, and Code of Civil Procedure section 1010.6.**

The rules state that if a Court wishes to implement a mandated program for other than Complex and cases designated as Complex they must allow eFiling directly with the court, or directly with the court and through one or more approved electronic filing service providers, or through more than one approved electronic filing service provider. The Proposed Local Rules do not appear to satisfy this requirement.

**If you and your firm want a choice of eFiling vendors, a competitive eFiling environment and adherence with the Rules of Court we ask that you write the Court in response to the proposed Local Rules by November 1, 2013.**

For more information about the proposed Local Rules we encourage you to visit the Court's website at:

<http://www.sfsuperiorcourt.org/sites/default/files/images/Proposed%20local%20Rules%201-1-14%20%289-17-13%20version%29.pdf>

