

**SUMMONS
(CITACION JUDICIAL)**

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

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

DEC 09 2010

John A. Clarke, Executive Officer/Clerk
By A.E. LaFleur-Clayton Deputy
A.E. LaFLEUR-CLAYTON

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

DEFENDANT DOE 1; DEFENDANT DOE 2; DEFENDANT DOE 3; DEFENDANT DOE 4;
DEFENDANT DOE 5; DEFENDANT DOE 6 and DEFENDANT DOES 7 through 1000, inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

OSCAR NEGRETE, an individual

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):

LOS ANGELES COUNTY SUPERIOR COURT, CENTRAL DISTRICT
111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

BC450928

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):

Anthony M. De Marco (Bar # 189153) Fax No.: (310) 854-0812
KIESEL, BOUCHER & LARSON, LLP, 8648 Wilshire Blvd, Beverly Hills, CA 90211 Phone No.: (310) 854-4444

DATE:

(Fecha)

JOHN A. CLARKE, CLERK
Clerk, by

(Secretario)

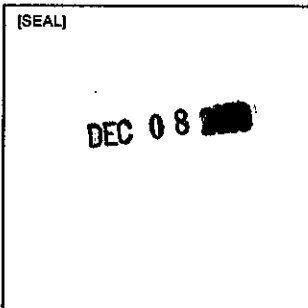
AMBER LaFLEUR-CLAYTON

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)).



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):

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John A. Clarke, Executive Officer/Clerk
By A.E. LaFleur-Clayton, Deputy

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9 Attorneys for Plaintiff,
OSCAR NEGRETE

10
11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES

14 OSCAR NEGRETE, an individual,)
15)
16 Plaintiff,)
17)
18 v.)
19 DEFENDANT DOE 1; DEFENDANT DOE)
20 2; DEFENDANT DOE 3; DEFENDANT)
21 DOE 4; DEFENDANT DOE 5;)
22 DEFENDANT DOE 6 and DOES 7 through)
1000, inclusive,)
23)
24 Defendants.)

CASE NUMBER: BC450928

- COMPLAINT FOR DAMAGES FOR:
- 1. Negligence;
 - 2. Negligent Supervision;
 - 3. Negligent Hiring and Retention
 - 4. Breach of Fiduciary Duty and/or Confidential Relationship
 - 5. Negligent Failure to Warn, Train, or Educate Plaintiff
 - 6. Sexual Battery

DEMAND FOR JURY TRIAL

25 Based upon information and belief available to Plaintiff at the time of the filing of this
26 Complaint, Plaintiff makes the following allegations:
27
28

1 **BACKGROUND FACTS**

2 1. The Catholic Bishops in the United States, Mexico and other Latin
3 American countries have long facilitated the sexual molestation of children by engaging in
4 the international trafficking of known child molesting priests. The Bishops have done so to
5 prevent the priests from being prosecuted and to avoid scandal. The Bishops have
6 subjected Catholic families and children in these communities to known pedophiles,
7 counting on the devotion and reverence in the communities to keep any further abuse by
8 the priests secret.

9 2. Father Nicholas Aguilar-Rivera, (Hereafter "Father Aguilar-Rivera"), a priest
10 at San Sabastian Martyr church in the town of Cuacnopalan, Puebla, Mexico, sexually
11 molested numerous children in 1986. When the abuse became known in the community, a
12 group of parents physically confronted Father Aguilar-Rivera. Local police became aware
13 of the incident. Father Aguilar-Rivera sought the assistance of his bishop, DEFENDANT
14 DOE 6, then the bishop of DEFENDANT DOE 5 a Roman Catholic Diocese in Tehuacan,
15 in Mexico. DEFENDANT DOE 6 and DEFENDANT DOE 5, despite being aware that
16 Father Aguilar-Rivera was accused of molesting numerous boys, facilitated the transfer of
17 Father Aguilar-Rivera to Los Angeles and the DEFENDANT DOE 1 Archdiocese.
18 DEFENDANT DOES 5 and 6 also counseled Father Aguilar-Rivera to have psychiatric help
19 because of the incident. In January and March of 1987, using coded language used by the
20 Bishops to facilitate the international transfer of child molesting priests, DEFENDANT DOE
21 6 informed Cardinal Roger Mahony and the DEFENDANT DOE 1, Archdiocese that there
22 were accusations of Father Aguilar-Rivera molesting children.

23 3. Despite this knowledge and these warnings, Cardinal Mahony and
24 DEFENDANT DOE 1, Archdiocese assigned Father Aguilar-Rivera as an associate pastor
25 at DEFENDANT DOE 2, a Catholic parish in a predominately immigrant Hispanic
26 community known as Rose Hill, just east of downtown Los Angeles. Immediately after his
27 arrival, Father Aguilar-Rivera began having altar boys and students from the parish school
28 come to his rectory bedroom. This conduct was known by Defendants and their

1 employees at DEFENDANT DOE 2, including a parish secretary. This conduct was known
2 by the Defendants to be strongly suspicious of child sexual abuse.

3 4. One of the children Father Aguilar-Rivera was bringing to his bedroom
4 complained to an employee of DEFENDANT DOE 2 about Father Aguilar-Rivera's
5 conduct. On information and belief, Plaintiff alleges that said employee communicated
6 Father Aguilar-Rivera's conduct to officials with DEFENDANT DOES 1-4. Instead of
7 investigating, disciplining, or reporting the complaint to law enforcement, DEFENDANT
8 DOE 1 reassigned Father Aguilar-Rivera to a different parish, DEFENDANT DOE 3,
9 several miles away. On information and belief, Plaintiff alleges the DEFENDANT DOE 1,
10 informed DEFENDANT DOE 3 of Father Aguilar-Rivera's penchant for having children in
11 his living quarters.

12 5. Once at DEFENDANT DOE 3 parish, Father Aguilar-Rivera continued his
13 conduct of bringing children to his rectory and pulling children out of classes at the nearby
14 school. He also continued visiting families of children from DEFENDANT DOE 2. Father
15 Aguilar-Rivera also had children from DEFENDANT DOE 2 visit him at DEFENDANT DOE
16 3, and had their children, including Plaintiff, assist him as altar boys at masses at
17 DEFENDANT DOE 3. It was at all times known and understood within each of the
18 Defendants that part of a parish priests expected functions was ministering to families in
19 their homes. It was at all times known and understood by officials with each Defendant
20 that Father Aguilar-Rivera continued visiting the homes of families from DEFENDANT DOE
21 2 and well as DEFENDANT DOE 3. During these visits Father Aguilar-Rivera performed
22 masses in families homes, gave officials blessings, engaged in spiritual counseling and
23 other priestly functions, at all times carrying with him the purported authority of the Roman
24 Catholic church and the Defendants to act as a priest of the Defendants with full authority
25 known as faculties.

26 6. In January of 1988, several children from DEFENDANT DOE 2 parish
27 complained to their parents of Father Aguilar-Rivera's abuse. On January 8, 1988, the
28 parents reported these complaints to the parish school teacher, principal and priest pastor

1 of DEFENDANT DOE 2. Instead of immediately contacting police, DEFENDANT DOE 1
2 Archdiocese was contacted. In the morning of January 9, 1988, Bishop Thomas Curry,
3 who was then the Vicar for Clergy of DEFENDANT DOE 1, instead of contacting police, or
4 even waiting for police to be contacted, personally met with Father Aguilar-Rivera in his
5 rectory bedroom at St. Agatha Catholic parish. Curry actively aided and abetted Father
6 Aguilar-Rivera's flight from justice by informing Father Aguilar-Rivera of the complaints
7 against him, telling him police would be contacts, telling him he would be in a lot of trouble
8 and encouraging Father Aguilar-Rivera to leave Los Angeles. Father Aguilar-Rivera
9 informed Curry he would leave Los Angeles and go to Mexico that day. By the end of the
10 day, Father Aguilar-Rivera had fled California and was in Mexico. Two days later, the
11 principal of DEFENDANT DOE 2's school, a nun, contacted law enforcement.

12 7. When the Los Angeles Police department began investigating Father Aguilar-
13 Rivera and the complaints, DEFENDANT DOES 1-4 obstructed the investigation by
14 refusing to provide to police the names of altar boys at DEFENDANT DOES 2-4.
15 Eventually, without assistance from the Defendants, police interviewed not less than 26
16 children who had been abused by Father Aguilar-Rivera during his 9 month stay in Los
17 Angeles.

18 8. When Father Aguilar-Rivera fled to Mexico, officials with the DEFENDANT
19 DOE 5 in Tehuacan were informed of the charges against him. No effort was taken by
20 DEFENDANT DOE 5 OR 6 to discipline, investigate or terminate Father Aguilar-Rivera
21 from his position as a priest of DEFENDANT DOE 5. Instead, Father Aguilar-Rivera was
22 allowed to continue working as a parish priest at numerous Catholic parishes in Mexico,
23 where he continued to sexually molest children. Not until the summer of 2009 did the
24 Defendants in Mexico finally defrock or remove Father Aguilar-Rivera as a priest.

25 9. Plaintiff was one of the children sexually abused by Father Aguilar-Rivera
26 while he was in Los Angeles. Plaintiff 12 years old when he was sexually abused by
27 Father Aguilar-Rivera. Father Aguilar-Rivera gained access to Plaintiff because of his and
28 his family's relationship with Defendants. Father Aguilar-Rivera acting as a managing

1 agent of the Defendants, utilized his position of trust, reverence, and access to isolate and
2 abuse Plaintiff. Plaintiff was taught by Defendants to trust, revere and obey priests. He
3 was taught by the Defendants and believed that priests are God's representatives on earth.
4 Father Aguilar-Rivera used his position of trust and authority to manipulate Plaintiff, who
5 was 12 years old. Plaintiff was sexually molested by Aguilar Rivera in the living quarters on
6 the grounds of Defendant Doe 2. The abuse by Aguilar Rivera started on or after March
7 of 1987 and continued until just before Aguilar Rivera was assigned to Defendant Doe 3 in
8 May or June of 1987. Plaintiff was both terrified of Father Aguilar-Rivera's conduct and
9 frozen because of his obedience to and reverence of Father Aguilar-Rivera.

10 TOLLING OF STATUTE OF LIMITATIONS

11 10. Starting in January of 1988, DEFENDANT DOES 1-4 engaged in a pattern of
12 conduct designed to minimize the liabilities of the Defendants because of Father Nicholas
13 Aguilar-Rivera's conduct. This conduct included: (1) Aiding and abetting Father Nicholas
14 Aguilar-Rivera's flight from the United States before police could reach him; (2) Refusing to
15 provide to police investigators the names of altar boys at DEFENDANT DOES 2 AND 3; (3)
16 Falsely stating to law enforcement and to the press that DEFENDANT DOE 6 Bishop in
17 Mexico had not warned Cardinal Mahony of prior accusations of molestation before Father
18 Aguilar-Rivera was accepted for service in Los Angeles; (4) Attempting to pacify victims
19 and their families by paying to have them visit a counselor that was sympathetic to the
20 Defendants, without advising the victims or their families of the statute of limitations for
21 their injuries.

22 11. California Insurance Code Section 11583 provides that whenever a
23 Defendant or its insurance company makes a partial payment of compensation to an
24 injured person, the Defendant or the insurance company is obligated to inform the the
25 victim in writing of the statute of limitations on their claims. Insurance Code Section 11583
26 was enacted to prevent Defendants and insurance companies from attempting to pacify
27 victims by providing minimal services or compensation so as to allow those victims statutes
28 of limitations to expire. Insurance Code Section 11583 required the Defendants to provide

1 to Plaintiff in this case written notice of his statute of limitations at the time of providing
2 therapy.

3 12. In the Spring of 1988 Plaintiff and his parents were encouraged by
4 DEFENDANT DOES 1 AND 2 to go to their handpicked counselor to address the sexual
5 abuse Plaintiff had suffered. Plaintiff and his parents did attend at least one session with
6 the counselor. The private counseling session was paid for by DEFENDANT 1 and its
7 insurance carrier. That insurance carrier, under the terms of its policy provided coverage
8 to all of Plaintiff's claims against DEFENDANT DOES 1-4. None of the DEFENDANT
9 DOES provided any notice to Plaintiff or his parents, via writing or otherwise of his or their
10 statutes of limitation for filing an action. Plaintiff did not retain an attorney until 2007.

11 13. The DEFENDANTS as with other Roman Catholic institutions have
12 systematically for many years thwarted investigations of pedophile priests, while
13 simultaneously attempting to pacify their victims and families through use of church loyalty.
14 This has routinely included steering victims of abuse and their families to private
15 counselors loyal to the church, while at the same time failing to inform those victims and
16 their families that they have legal rights and that there are statutes of limitations that could
17 preclude later bringing an action. When such victims unknowingly wait until their limitations
18 have expired, the DEFENDANTS and other Roman Catholic entities have then argued for
19 dismissal of the victims case because statutes of limitation have expired.

20 **DELAYED DISCOVERY OF CAUSAL CONNECTION**

21 14. Because of Father Aguilar-Rivera's position, Plaintiff's age, inexperience, and
22 his trust and reverence of priests, Plaintiff internalized feelings of shame, self-blame, and
23 self-loathing, while blocking out and disassociating from those feelings, rendering him
24 unable to perceive the injuries he suffered from Father Aguilar-Rivera's conduct and the
25 effects it was having on his life. As a young adult Plaintiff subconsciously began self-
26 medicating himself through the use of alcohol and drugs.

27 15. After December of 2007, at the behest of his family, plaintiff began
28 counseling for the abuse he suffered at the hands of Father Nicholas Aguilar

1 Rivera. For the first time, plaintiff began to focus on the conduct of Aguilar Rivera and its
2 effects on his life. Plaintiff after December of 2007 slowly began remembering the details
3 of the abuse Aguilar Rivera committed upon him as well as the effects that abuse has had
4 on him as an adult. Plaintiff has now begun for the first time to understand his own
5 feelings surrounding the abuse, how the abuse has affected him, and how it continues to
6 affect him. Prior to January of 2008, Plaintiff did not know or understand his own feelings
7 regarding the abuse. As a 12 year-old child, during the abuse and after, Plaintiff
8 disassociated himself from the abuse as a means of coping with it. Consciously and
9 subconsciously, Plaintiff suppressed the memories and experiences of the abuse, out of
10 fear, guilt, shame, and deep confusion. To survive the abuse, Plaintiff as a young boy, and
11 thereafter did everything he could not to think about the abuse, and therefore did not think
12 about the effects the abuse was having on his life.

13 16. Prior to January of 2008, Plaintiff did not know, and reasonably did not
14 discover that the abuse he suffered from as a child at the hands of Father Aguilar-Rivera,
15 had caused him injuries as an adult. Those injuries include, but are not limited to,
16 problems including trust, and control issues, depression, anxiety, anger, nervousness, fear,
17 loss of faith, alienation from family and friends, loss of intimacy, identity issues, alcohol and
18 drug abuse.

19 17. The international trafficking of known child molesting priests between
20 California and Latin America has been engaged in by Bishops for many years. Father
21 Nicholas Aguilar-Rivera is one of a long string of known pedophile priests that Bishops in
22 Los Angeles and California have knowingly accepted from Latin America or sent to Latin
23 America. Such other priests include Father Willebaldo Castro, Father Fernando Lopez,
24 Father Gustavo Benson, Father Eleuterio Ramos, Father Jose Chavarin, Father Gerardo
25 Beltran, Father Xavier Ochoa, Father Luis Jaramillo and many others.

26 **TOLLING OF STATUTE OF LIMITATIONS PURSUANT TO CALIFORNIA CODE OF**
27 **CIVIL PROCEDURE SECTION 351.**

28 18. Defendant Doe 5, is headquartered in Tehuacan, Mexico. Defendant Doe 6

1 has at all times since plaintiff's abuse resided in Mexico. At no time since the abuse of
2 Plaintiff was committed, has Defendant Doe 5 or Doe 6 (1) been physically located within
3 California; (2) had any employees in California; (3) owned or operated any property in
4 California; (4) held any legal interest in any entity in California; (5) held any leasehold or
5 other financial asset in California; (6) had any agent for service of process in California; (7)
6 had any telephone number, P.O. Box, or address in California; nor engaged in any
7 marketing or fundraising activity in California.

8 19. Pursuant to California Code of Civil Procedure Section 351 at all times since
9 the abuse of plaintiff Defendant Doe 5 and Defendant Doe 6 have been located outside of
10 California and thus at all times since the abuse the statute of limitations for the abuse
11 plaintiff suffered has been tolled.

12 PARTIES

13 20. Plaintiff OSCARE NEGRETE was approximately 12 years old when he was
14 sexually molested by Father Nicholas Aguilar-Rivera, his parish priest. The abuse
15 occurred in 1987. Plaintiff was born in 1974.

16 21. DEFENDANT DOE 1 is a corporation sole, and an Archdiocese, authorized to
17 conduct business and conducting business in the State of California, with its principal place
18 of business in Los Angeles County, California. Defendant Archdiocese has responsibility
19 for Roman Catholic Church operations in Ventura County, Santa Barbara County and Los
20 Angeles County, California. DEFENDANT DOE 1 is the Archdiocese in which the sexual
21 abuse occurred. Plaintiff was a parishioner of DEFENDANT DOE 1. Father Aguilar-Rivera
22 was a priest and an agent of DEFENDANT DOE 1 at all times relevant when he met
23 Plaintiff and Plaintiff's family and while the sexual abuse of Plaintiff was occurring.

24 22. DEFENDANT DOE 2 is a Roman Catholic church, parish or school located in
25 the City of Los Angeles, in Los Angeles County, California. DEFENDANT DOE 2 is the
26 parish that Father Aguilar-Rivera was assigned to by the DEFENDANT DOE 1 upon his
27 arrival in southern California. DEFENDANT DOE 2 is also the parish and school at which
28 Plaintiff and his family were parishioners and students.

1 23. DEFENDANT DOE 3 is a Roman Catholic church, parish or school located in
2 the City of Los Angeles, in Los Angeles County, California. DEFENDANT DOE 3 is the
3 parish that Nicholas Father Aguilar-Rivera was assigned to by DEFENDANT DOE 1
4 immediately after his assignment to DEFENDANT DOE 2.

5 24. DEFENDANT DOE 4 is a corporate entity controlled by DEFENDANT DOE 1
6 that exercises ownership and/or control and/or supervision over the elementary schools of
7 the DEFENDANT DOE 1. Plaintiff was a student at one of the elementary schools under
8 the ownership and control of the DEFENDANT DOE 4. Father Nicholas Aguilar-Rivera as
9 a priest of DEFENDANT DOE 1 and acted as an agent of the DEFENDANT DOE 4,
10 assisting in classrooms, providing religious instruction, by taking custody of altar boys
11 during school hours and by other means.

12 25. DEFENDANT DOE 5 is a Mexican Nonprofit organization with its principal
13 place of operation in Tehuacan, Puebla, Mexico. DEFENDANT DOE 5 is incorporated
14 under the laws of the Republic of Mexico. DEFENDANT DOE 5 has responsibility for
15 Roman Catholic Church operations in the state of Puebla, Mexico. Father Nicholas
16 Aguilar-Rivera was at all times relevant a priest and agent of DEFENDANT DOE 5.

17 26. DEFENDANT DOE 6 was the Bishop in charge of DEFENDANT DOE 5.
18 DEFENDANT DOE 6 is now the Cardinal Archbishop of the Roman Catholic Archdiocese
19 of Mexico City, Mexico.

20 27. Defendant Does 7 through 100, inclusive, are individuals and/or business or
21 corporate private or public entities incorporated in and/or doing business in California
22 whose true names and capacities are unknown to Plaintiff who therefore sues such
23 Defendants by such fictitious names, and who will amend the Complaint to show the true
24 names and capacities of each such Doe Defendants when ascertained. Each such
25 Defendant Doe is legally responsible in some manner for the events, happenings and/or
26 tortious and unlawful conduct that caused the injuries and damages alleged in this
27 Complaint.

28 28. DEFENDANT DOES 1-6, and Does 7 through 100 are hereinafter referred to

1 as the "Defendants."

2 29. Each Defendant is the agent, servant and/or employee of other Defendants,
3 and each Defendant was acting within the course and scope of his, her or its authority as
4 an agent, servant and/or employee of the other Defendants. Defendants, and each of
5 them, are individuals, corporations, alter egos and partnerships of each other and other
6 entities which engaged in, joined in and conspired with the other wrongdoers in carrying
7 out the tortious and unlawful activities described in this Complaint, and Defendants, each
8 of them, ratified the acts of the other Defendants as described in this Complaint.

9 **FIRST CAUSE OF ACTION**

10 **NEGLIGENCE**

11 **(Plaintiff Against All Defendants)**

12 30. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth
13 herein.

14 31. Defendants had a duty to protect the minor Plaintiff when he was entrusted
15 to their care by Plaintiff's parents. Plaintiff's care, welfare, and/or physical custody was
16 temporarily entrusted to Defendants, and Defendants accepted the entrusted care of
17 Plaintiff. As such, Defendants owed Plaintiff, a minor child, a special duty of care, in
18 addition to a duty of ordinary care, and owed Plaintiff the higher duty of care that adults
19 dealing with children owe to protect them from harm.

20 32. Father Nicholas Aguilar-Rivera was able, by virtue of his unique authority and
21 position as a Roman Catholic Priest, to identify vulnerable victims and their families upon
22 which he could perform such sexual abuse; to manipulate his authority to procure
23 compliance with his sexual demands from his victims; to induce the victim to continue to
24 allow the abuse; and to coerce him not to report it to any other persons or authorities. As a
25 Priest, Nicholas Aguilar-Rivera had unique access to an position of authority within Roman
26 Catholic families like Plaintiffs'. Such access, authority and reverence was known to the
27 Defendants and encouraged by them.

28 33. Defendants, by and through their agents, servants and employees, knew or

1 reasonably should have known of Father Nicholas Aguilar-Rivera's dangerous and
2 exploitive propensities and/or that Father Aguilar-Rivera was an unfit agent. It was
3 foreseeable that if Defendants did not adequately exercise or provide the duty of care
4 owed to children in their care, including but not limited to the Plaintiff, the children
5 entrusted to Defendants' care would be vulnerable to sexual abuse by Father Aguilar-
6 Rivera.

7 34. Defendants breached their duty of care to the minor Plaintiff by allowing
8 Father Aguilar-Rivera to come into contact with the minor Plaintiff without supervision; by
9 failing to adequately supervise, or negligently retaining Father Aguilar-Rivera who they
10 permitted and enabled to have access to Plaintiff; by failing to investigate or otherwise
11 confirm or deny such facts about Father Aguilar-Rivera; by failing to tell or concealing from
12 Plaintiff, Plaintiff's parents, guardians, or law enforcement officials that Father Aguilar-
13 Rivera was or may have been sexually abusing minors; by facilitating the flight of Father
14 Nicholas Aguilar-Rivera out of the country before he could be questioned or detained by
15 law enforcement due to his abuse of Plaintiff and other victims; and/or by holding out
16 Father Aguilar-Rivera to the Plaintiff and his parents or guardians as being in good
17 standing and trustworthy. Defendants cloaked within the facade of normalcy Defendants'
18 and/or Father Aguilar-Rivera's contact and/or actions with the Plaintiff and/or with other
19 minors who were victims of the Father Aguilar-Rivera, and/or disguised the nature of the
20 sexual abuse and contact.

21 35. As a direct result of the wrongful conduct alleged herein, Plaintiff has
22 suffered, and continues to suffer great pain of mind and body, shock, emotional distress,
23 physical manifestations of emotional distress, embarrassment, loss of self-esteem,
24 disgrace, humiliation, and loss of enjoyment of life; was prevented and will continue to be
25 prevented from performing Plaintiff's daily activities and obtaining the full enjoyment of life;
26 and/or has incurred and will continue to incur expenses for medical and psychological
27 treatment, therapy, and counseling.

28 **SECOND CAUSE OF ACTION**

1 **NEGLIGENT SUPERVISION**

2 **(Plaintiff Against All Defendants)**

3 36. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth
4 herein.

5 37. Defendants had a duty to provide reasonable supervision of both Father
6 Nicholas Aguilar-Rivera and the Plaintiff; to use reasonable care in investigating Father
7 Nicholas Aguilar-Rivera; and to provide adequate warning to the Plaintiff, the Plaintiff's
8 family, and minor students, of Father Nicholas Aguilar-Rivera dangerous propensities and
9 unfitness.

10 38. Defendants, by and through their agents, servants and employees, knew or
11 reasonably should have known of Father Nicholas Aguilar-Rivera's dangerous and
12 exploitive propensities and/or that Father Nicholas Aguilar-Rivera was an unfit agent.
13 Despite such knowledge, Defendants negligently failed to supervise Father Nicholas
14 Aguilar-Rivera in the position of trust and authority as a parish priest, where he was able to
15 commit the wrongful acts against the Plaintiff. Defendants failed to provide reasonable
16 supervision of Father Nicholas Aguilar-Rivera, failed to use reasonable care in investigating
17 Father Nicholas Aguilar-Rivera, and failed to provide adequate warning to Plaintiff and
18 Plaintiff's family of Father Nicholas Aguilar-Rivera dangerous propensities and unfitness.
19 Defendants further failed to take reasonable measures to prevent future sexual abuse.

20 39. As a direct result of the wrongful conduct alleged herein, Plaintiff has
21 suffered, and continues to suffer great pain of mind and body, shock, emotional distress,
22 physical manifestations of emotional distress, embarrassment, loss of self-esteem,
23 disgrace, humiliation, and loss of enjoyment of life; was prevented and will continue to be
24 prevented from performing Plaintiff's daily activities and obtaining the full enjoyment of life;
25 and/or has incurred and will continue to incur expenses for medical and psychological
26 treatment, therapy, and counseling.

27 **THIRD CAUSE OF ACTION**

28 **NEGLIGENT HIRING AND RETENTION**

1 **(Plaintiff Against All Defendants)**

2 40. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth
3 herein.

4 41. Defendants had a duty to not hire and/or retain Father Nicholas Aguilar-
5 Rivera given his dangerous and exploitive propensities.

6 42. Defendants, by and through their agents, servants and employees, knew or
7 reasonably should have known of Father Nicholas Aguilar-Rivera dangerous and exploitive
8 propensities and/or that Father Nicholas Aguilar-Rivera was an unfit agent. Despite such
9 knowledge, Defendants negligently hired and retained Father Nicholas Aguilar-Rivera in
10 the position of trust and authority as a parish priest, where he was able to commit the
11 wrongful acts against the Plaintiff. Defendants failed to use reasonable care in
12 investigating Father Nicholas Aguilar-Rivera and failed to provide adequate warning to
13 Plaintiff and Plaintiff's family of Father Nicholas Aguilar-Rivera dangerous propensities and
14 unfitness. Defendants further failed to take reasonable measures to prevent future sexual
15 abuse.

16 43. As a direct result of the wrongful conduct alleged herein, Plaintiff has
17 suffered, and continues to suffer great pain of mind and body, shock, emotional distress,
18 physical manifestations of emotional distress, embarrassment, loss of self-esteem,
19 disgrace, humiliation, and loss of enjoyment of life; was prevented and will continue to be
20 prevented from performing Plaintiff's daily activities and obtaining the full enjoyment of life;
21 and/or has incurred and will continue to incur expenses for medical and psychological
22 treatment, therapy, and counseling.

23 **FOURTH CAUSE OF ACTION**

24 **BREACH OF FIDUCIARY DUTY AND/OR CONFIDENTIAL RELATIONSHIP**

25 **(Plaintiff Against All Defendants)**

26 44. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth
27 herein.

28 45. Because of Plaintiff's young age, and because of the status of Nicholas

1 Father Aguilar-Rivera as an authority figure to Plaintiff, Plaintiff was vulnerable to the
2 Perpetrator. Father Nicholas Aguilar-Rivera sought Plaintiff out and was empowered by
3 and accepted Plaintiff's vulnerability. Plaintiff's vulnerability also prevented Plaintiff from
4 effectively protecting himself.

5 46. By holding Father Nicholas Aguilar-Rivera out as a qualified priest and by
6 undertaking the instruction, supervision, assistance, and counseling of Plaintiff, Defendants
7 entered into a fiduciary and/or confidential relationship with the minor Plaintiff.

8 47. Defendants and each of them breached their fiduciary duty to Plaintiff by
9 engaging in the negligent and wrongful conduct described herein.

10 48. As a direct result of the wrongful conduct alleged herein, Plaintiff has
11 suffered, and continues to suffer great pain of mind and body, shock, emotional distress,
12 physical manifestations of emotional distress, embarrassment, loss of self-esteem,
13 disgrace, humiliation, and loss of enjoyment of life; was prevented and will continue to be
14 prevented from performing Plaintiff's daily activities and obtaining the full enjoyment of life;
15 and/or has incurred and will continue to incur expenses for medical and psychological
16 treatment, therapy, and counseling.

17 **FIFTH CAUSE OF ACTION**

18 **NEGLIGENT FAILURE TO WARN, TRAIN, OR EDUCATE PLAINTIFF**

19 **(Plaintiff Against All Respective Defendants)**

20 49. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth
21 herein.

22 50. Defendants breached their duty to take reasonable protective measures to
23 protect Plaintiff and other minor students from the risk of childhood sexual abuse by Father
24 Nicholas Aguilar-Rivera, such as the failure to properly warn, train, or educate Plaintiff and
25 other minor students about how to avoid such a risk, pursuant to Juarez v. Boy Scouts of
26 America, Inc., 97 Cal. Rptr. 2d 12, 81 Cal. App. 4th 377 (2000). Defendants assumed a
27 duty to inform parents and students about the risks of childhood sexual abuse, the warning
28 signs and consequences. Defendants however failed to adequately communicate their

1 policies, and means of enforcement of those policies to Plaintiff and his parents.

2 51. As a direct result of the wrongful conduct alleged herein, Plaintiff has
3 suffered, and continues to suffer great pain of mind and body, shock, emotional distress,
4 physical manifestations of emotional distress, embarrassment, loss of self-esteem,
5 disgrace, humiliation, and loss of enjoyment of life; was prevented and will continue to be
6 prevented from performing Plaintiff's daily activities and obtaining the full enjoyment of life;
7 and/or has incurred and will continue to incur expenses for medical and psychological
8 treatment, therapy, and counseling.

9 **SIXTH CAUSE OF ACTION**

10 **SEXUAL BATTERY**

11 **(Plaintiff Against All Defendants)**

12 52. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth
13 herein.

14 53. Defendants are vicariously liable for the sexual battery committed upon
15 Plaintiff by Father Nicholas Aguilar Rivera: 1. The Defendants authorized the wrongful
16 conduct; 2. The Defendants ratified the wrongful conduct; and/or 3. Public policy dictates
17 that the Defendants should be held responsible for the wrongful conduct under the theory
18 commonly referred to as *Respondeat Superior*.

19 54. For the reasons set forth in the incorporated paragraphs of this Complaint,
20 the sexual abuse of Plaintiff by Father Nicholas Aguilar-Rivera arose from, was incidental
21 to, and was in the course and scope of Father Nicholas Aguilar-Rivera employment with
22 Defendants, and each of these Defendants ratified or approved of that sexual contact.
23 Defendants ratified and/or approved of the sexual misconduct by failing to adequately
24 investigate, discharge, discipline or supervise Father Nicholas Aguilar-Rivera or other
25 priests known by Defendants to have sexually abused children, or to have been accused of
26 sexually abusing children. Defendants and each of them ratified Father Aguilar-Rivera's
27 abuse by concealing evidence of prior sexual abuse of other children by Father Aguilar-
28 Rivera and other priests from Plaintiff, Plaintiff's parents, other families with children, law

1 enforcement, and personnel of Defendants who could have been in a position to prevent
2 the abuse of Plaintiff and others if they had known of complaints of Father Nicholas
3 Aguilar-Rivera's sexual abuse children, and prior complaints of other priests of sexual
4 abuse of children.

5 55. Defendants ratified Father Nicholas Aguilar Rivera's conduct by engaging him
6 to work with families and children despite being warned before employment that he had
7 sexually abused children at his prior assignment. Defendants further ratified his conduct
8 Defendants further ratified the sexually abusive conduct of Father Nicholas Aguilar Rivera
9 by failing to investigate, discipline, restrict his activities or terminate him after it was learned
10 that he was taking boys to his bedroom at Our Lady of Guadalupe Parish and abusing
11 them there. Aguilar-Rivera, by assisting and aiding and abetting his flight from justice after
12 families and reported to church officials that Father Aguilar-Rivera had sexually molested
13 their children. Defendants have further ratified the sexual abuse of children by priests by
14 systematically protecting the rights of priests who sexually molest children over the rights
15 and well being of child parishioners that were sexually abused by priests.

16 56. Defendants are further, vicariously liable because after knowledge of or
17 opportunity to learn of Father Nicholas Aguilar-Rivera's misconduct, Defendants continued
18 Father Nicholas Aguilar-Rivera in service as a catholic priest working for Defendants.
19 Defendants are also vicariously liable because Defendants, as Father Nicholas Aguilar-
20 Rivera employers, expressly authorized him to engage in the tortious conduct.

21 57. The risk of abuse of a Catholic priest's authority, the risk of misuse of church,
22 parish and school resources, facilities, rituals, procedures and responsibilities, and the risk
23 of misuse of access to young, vulnerable children, and their families all to allow them to
24 commit sexual abuse upon children, are, and have been for decades, risks known to the
25 officers and directors of Defendants who have enacted policies and procedures, prior to
26 Plaintiff's molestation by Father Nicholas Aguilar-Rivera, to address such conduct and its
27 consequences. The central tenants of the policies and procedures of Defendants was the
28 avoidance of scandal, secrecy and loyalty to fellow clergy, including child molesting clergy,

1 rather than the protection of the safety of children.

2 58. Defendants have routinely over the years failed to discipline, investigate or
3 terminate known child molesting priests. Instead Defendants condoned the conduct of
4 priests molesting children by protecting offending clerics from public scorn and civil
5 authorities, often transferring them from town to town, county to county, state to state, and
6 country to country, all to allow child molesting priests to escape prosecution and protect
7 their reputations, as well as the reputation of the Defendants. By doing so, Defendants
8 have systematically encouraged and condoned this conduct by more priests, including
9 Father Nicholas Aguilar-Rivera.

10 59. Further as stated above, Defendants could have and should
11 have reasonably foreseen that Father Nicholas Aguilar-Rivera's tortious conduct might
12 occur in conjunction with his assigned duties.

13 60. Since they could have foreseen, should have foreseen, and did foresee the
14 possibility of this tortious conduct occurring as an outgrowth of Father Nicholas Aguilar-
15 Rivera duties, and therefore within the course and scope of his duties to Defendants,
16 Defendants are vicariously liable under the theory of *respondeat superior*, for the tortious
17 conduct.

18 61. As a direct result of the wrongful conduct alleged herein, Plaintiff has
19 suffered, and continues to suffer great pain of mind and body, shock, emotional distress,
20 physical manifestations of emotional distress, embarrassment, loss of self-esteem,
21 disgrace, humiliation, and loss of enjoyment of life; was prevented and will continue to be
22 prevented from performing Plaintiff's daily activities and obtaining the full enjoyment of life;
23 and/or has incurred and will continue to incur expenses for medical and psychological
24 treatment, therapy, and counseling.

25 WHEREFORE, Plaintiff prays for damages; injunctive relief; costs; interest;
26 attorneys' fees; statutory/civil penalties according to law; and such other relief as the court
27 deems appropriate and just.

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JURY TRIAL DEMAND

Plaintiff demands a jury trial on all issues so triable.

DATE: December 9, 2010

KIESEL BOUCHER LARSON LLP

By: 
Raymond P. Boucher, Esq.
Anthony M. De Marco, Esq.
Attorneys for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Anthony M. De Marco (Bar # 189153)
KIESEL, BOUCHER & LARSON, LLP
8648 Wilshire Blvd.
Beverly Hills, CA 90211
TELEPHONE NO.: (310) 854-4444 FAX NO.: (310) 854-0812

ATTORNEY FOR (Name): Plaintiff, OSCAR NEGRETE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: same
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central District

CASE NAME:
OSCAR NEGRETE v. DEFENDANT DOE 1, et al.

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

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

FOR COURT USE ONLY
CONFORMED COPY OF ORIGINAL FILED
Los Angeles Superior Court
DEC 09 2010
John A. Clarke, Executive Officer/Clerk
By A.E. LaFleur-Clayton Deputy
A.E. LaFLEUR-CLAYTON

CASE NUMBER: **BC450928**
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:
- | | | |
|--|---|---|
| <p>Auto Tort</p> <input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <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) <p>Non-PI/PD/WD (Other) Tort</p> <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) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | <p>Contract</p> <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) <p>Real Property</p> <input type="checkbox"/> Eminent domain/inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <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) | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <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) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <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): 6
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: Anthony M. De Marco, Esq.
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

<p>Auto Tort</p> <ul style="list-style-type: none"> Auto (22)—Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <ul style="list-style-type: none"> Asbestos (04) <ul style="list-style-type: none"> Asbestos Property Damage Asbestos Personal Injury/Wrongful Death Product Liability (<i>not asbestos or toxic/environmental</i>) (24) Medical Malpractice (45) <ul style="list-style-type: none"> Medical Malpractice—Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/WD (23) <ul style="list-style-type: none"> 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 <p>Non-PI/PD/WD (Other) Tort</p> <ul style="list-style-type: none"> Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) <ul style="list-style-type: none"> Legal Malpractice Other Professional Malpractice (<i>not medical or legal</i>) Other Non-PI/PD/WD Tort (35) <p>Employment</p> <ul style="list-style-type: none"> Wrongful Termination (36) Other Employment (15) 	<p>Contract</p> <ul style="list-style-type: none"> Breach of Contract/Warranty (06) Breach of Rental/Lease Contract (<i>not unlawful detainer or wrongful eviction</i>) Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>) 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 (<i>not provisionally complex</i>) (18) <ul style="list-style-type: none"> Auto Subrogation Other Coverage Other Contract (37) <ul style="list-style-type: none"> Contractual Fraud Other Contract Dispute <p>Real Property</p> <ul style="list-style-type: none"> Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) <ul style="list-style-type: none"> Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>) <p>Unlawful Detainer</p> <ul style="list-style-type: none"> Commercial (31) Residential (32) Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>) <p>Judicial Review</p> <ul style="list-style-type: none"> Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) <ul style="list-style-type: none"> Writ—Administrative Mandamus Writ—Mandamus on Limited Court Case Matter Writ—Other Limited Court Case Review Other Judicial Review (39) <ul style="list-style-type: none"> Review of Health Officer Order Notice of Appeal—Labor Commissioner Appeals 	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</p> <ul style="list-style-type: none"> Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41) <p>Enforcement of Judgment</p> <ul style="list-style-type: none"> Enforcement of Judgment (20) <ul style="list-style-type: none"> Abstract of Judgment (Out of County) Confession of Judgment (<i>non-domestic relations</i>) Sister State Judgment Administrative Agency Award (<i>not unpaid taxes</i>) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case <p>Miscellaneous Civil Complaint</p> <ul style="list-style-type: none"> RICO (27) Other Complaint (<i>not specified above</i>) (42) Declaratory Relief Only Injunctive Relief Only (<i>non-harassment</i>) Mechanics Lien Other Commercial Complaint Case (<i>non-tort/non-complex</i>) Other Civil Complaint (<i>non-tort/non-complex</i>) <p>Miscellaneous Civil Petition</p> <ul style="list-style-type: none"> Partnership and Corporate Governance (21) Other Petition (<i>not specified above</i>) (43) <ul style="list-style-type: none"> 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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SHORT TITLE: OSCAR NEGRETE v. DEFENDANT DOE 1, et al.	CASE NUMBER BC450928
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 30/45 HOURS/ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|--|
| 1. Class Actions must be filed in the County Courthouse, Central District. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office. |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 2., 4.
<input type="checkbox"/> A7240 Other Professional Health Care Malpractice		1., 2., 4.	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 2., 3.
		<input checked="" type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.	
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.	
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.	
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.	

Non-Personal Injury/Property Damage/
 Wrongful Death Tort (Cont'd.)
 Employment
 Contract
 Real Property
 Unlawful Detainer
 Judicial Review

SHORT TITLE: OSCAR NEGRETE v. DEFENDANT DOE 1, et al.	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: OSCAR NEGRETE v. DEFENDANT DOE 1, et al.	CASE NUMBER
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Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

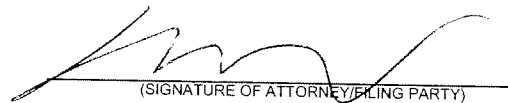
SHORT TITLE: OSCAR NEGRETE v. DEFENDANT DOE 1, et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input checked="" type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 2610 South Mansfield Avenue
CITY: Los Angeles	STATE: CA	ZIP CODE: 90016

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subs. (b), (c) and (d)).

Dated: 12/9/2010


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LASC Approved CIV 109 03-04 (Rev. 03/06).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE

Case Number _____

D 0450928

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 7.3(c)). There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Elihu M. Berle	1	534	Hon. Holly E. Kendig	42	416
Hon. J. Stephen Czuleger	3	224	Hon. Mel Red Recana	45	529
Hon. Luis A. Lavin	13	630	Hon. Debre Katz Weintraub	47	507
Hon. Terry A. Green	14	300	Hon. Elizabeth Allen White	48	506
Hon. Richard Fruin	15	307	Hon. Conrad Aragon	49	509
Hon. Rita Miller	16	306	Hon. John Shepard Wiley Jr.	50	508
Hon. Richard E. Rico	17	309	Hon. Abraham Khan	51	511
Hon. Rex Heeseman	19	311	Hon. Susan Bryant-Deason	52	510
Hon. Kevin C. Brazile	20	310	Hon. John P. Shook	53	513
Hon. Zaven V. Sinanian	23	315	Hon. Ernest M. Hiroshige	54	512
Hon. Robert L. Hess	24	314	Hon. Malcolm H. Mackey	55	515
Hon. Mary Ann Murphy	25	317	Hon. <i>Michael Johnson</i>	56	514
Hon. James R. Dunn	26	316	Hon. Ralph W. Dau	57	517
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Hon. John A. Kronstadt	30	400	Hon. David L. Minning	61	632
Hon. Alan S. Rosenfield	31	407	Hon. Michael L. Stern	62	600
Hon. Mary H. Strobel	32	406	Hon. Kenneth R. Freeman	64	601
Hon. Charles F. Palmer	33	409	Hon. Mark Mooney	68	617
Hon. Amy D. Hogue	34	408	Hon. Ramona See	69	621
Hon. Daniel Buckley	35	411	Hon. Soussan G. Bruguera	71	729
Hon. Gregory Alarcon	36	410	Hon. Ruth Ann Kwan	72	731
Hon. Joanne O'Donnell	37	413	Hon. Teresa Sanchez-Gordon	74	735
Hon. Maureen Duffy-Lewis	38	412	Hon. William F. Fahey	78	730
Hon. Michael C. Solner	39	415	Hon. Emilie H. Elias*	324	CCW
Hon. Michelle R. Rosenblatt	40	414	Other		
Hon. Ronald M. Sohigian	41	417			

***Class Actions**

All class actions are initially assigned to Judge Emilie H. Elias in Department 324 of the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005). This assignment is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ JOHN A. CLARKE, Executive Officer/Clerk
By _____, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Seven Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Seven Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Seven Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Seven Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Seven Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Seven Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court ADR web application at www.lasuperiorcourt.org (click on ADR).

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (**Civil only**).

What is ADR:

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation (NE), and settlement conferences, are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

Mediation:

In mediation, a neutral 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 dispute between or among family members, neighbors, or business partners. 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 Not Be Appropriate

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Arbitration:

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. *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 Not 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.

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.

LOS ANGELES SUPERIOR COURT ADR PROGRAMS

CIVIL:

- **Civil Action Mediation** (Governed by Code of Civil Procedure (CCP) sections 1775-1775.15, California Rules of Court, rules 3.850-3.868 and 3.870-3.878, Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, chapter 12.)
- **Retired Judge Settlement Conference**
- **Neutral Evaluation** (Governed by Los Angeles Superior Court Rules, chapter 12.)
- **Judicial Arbitration** (Governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, rules 3.810-3.830, and Los Angeles Superior Court Rules, chapter 12.)
- **Eminent Domain Mediation** (Governed by Code of Civil Procedure section 1250.420.)
- **Civil Harassment Mediation**
- **Small Claims Mediation**

FAMILY LAW (non-custody):

- **Mediation**
- **Forensic Certified Public Accountant (CPA) Settlement Conference**
- **Settlement Conference**
- **Nonbinding Arbitration** (Governed by Family Code section 2554.)

PROBATE:

- **Mediation**
- **Settlement Conference**

NEUTRAL SELECTION

Parties may select a mediator, neutral evaluator, or arbitrator from the Court Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Mediation or Arbitration Panel, the parties will be assigned on a random basis the name of one neutral who meets the case criteria entered on the court's website.

COURT ADR PANELS

- Party Select Panel** The Party Select Panel consists of mediators, neutral evaluators, and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged \$150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Random Select Panel** The Random Select Panel consists of trained mediators, neutral evaluators, and arbitrators who have not yet gained the experience to qualify for the Party Select Panel, as well as experienced neutrals who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that all Random Select Panel volunteer mediators, neutral evaluators, and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Private Neutral** The market rate for private neutrals can range from \$300-\$1,000 per hour.

ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURTHOUSE	ADDRESS	ROOM	CITY	PHONE	FAX
Antonovich	42011 4th St. West	None	Lancaster, CA 93534	(661)974-7275	(661)974-7060
Chatsworth	9425 Penfield Ave.	1200	Chatsworth, CA 91311	(818)576-8565	(818)576-8687
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	(310)603-3072	(310)223-0337
Glendale	600 E. Broadway	273	Glendale, CA 91206	(818)500-3160	(818)548-5470
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	(562)491-6272	(562)437-3802
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	(562)807-7243	(562)462-9019
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	(626)356-5685	(626)666-1774
Pomona	400 Civic Center Plaza	106	Pomona, CA 91766	(909)620-3183	(909)629-6283
San Pedro	505 S. Centre	209	San Pedro, CA 90731	(310)519-6151	(310)514-0314
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	(310)260-1829	(310)319-6130
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	(213)974-5425	(213)633-5115
Torrance	825 Maple Ave.	100	Torrance, CA 90503	(310)222-1701	(310)782-7326
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	(818)374-2337	(818)902-2440

Partially Funded by the Los Angeles County Dispute Resolution Program
A complete list of the County Dispute Resolution Programs is available online and upon request in the Clerk's Office