

**SUMMONS**  
**(CITACION JUDICIAL)**

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

DARRYL COTTON, an individual; and DOES 1 through 50, inclusive

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

CITY OF SAN DIEGO, a municipal corporation

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)  
CENTRAL DIVISION  
  
2016 FEB 18 PM 3:42  
  
CLERK-SUPERIOR  
SAN DIEGO COUNTY, CA

**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 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 desechar el caso.

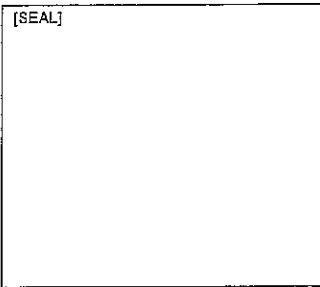
The name and address of the court is:  
*(El nombre y dirección de la corte es):*  
Superior Court of California, County of San Diego  
330 W. Broadway, San Diego, California 92101

CASE NUMBER:  
*(Número del Caso):*  
**37-2016-00005526-CU-MC-CTL**

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):*  
Jan I. Goldsmith, City Attorney, Onu Omordia, Deputy City Attorney, Office of the City Attorney  
1200 Third Avenue, Suite 700, San Diego, CA 92101 Telephone: 619-533-5655 Fax: 619-533-5655

DATE: **FEB 19 2016** Clerk, by M. Ariaga, Deputy  
*(Fecha)* *(Secretario)* *(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

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)*:

31

FILED  
CIVIL BUSINESS OFFICE  
CENTRAL DIVISION  
No Fee GC §6103

2016 FEB 18 PM 3:42

CLERK-SUPERIOR COURT  
SAN DIEGO COUNTY, CA

1 JAN I. GOLDSMITH, City Attorney  
JOHN C. HEMMERLING, Assistant City Attorney  
2 ONU O. OMORDIA, Deputy City Attorney  
California State Bar No. 231583  
3 Office of the City Attorney  
Community Justice Division/Code Enforcement Unit  
4 1200 Third Avenue, Suite 700  
San Diego, California 92101-4103  
5 Telephone: (619) 533-5500  
Fax: (619) 533-5696  
6 oomordia@sandiego.gov

7 Attorneys for Plaintiff

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF SAN DIEGO

10 CITY OF SAN DIEGO, a municipal  
corporation,

11 Plaintiff,

12 v.

13 DARRYL COTTON, an individual; and  
14 DOES 1 through 50, inclusive,

15 Defendants.

Case No. 37-2016-00005526-CU-MC-CTL

UNLIMITED JURISDICTION

COMPLAINT FOR INJUNCTION,  
CIVIL PENALTIES, AND OTHER  
EQUITABLE RELIEF

16  
17 Plaintiff City of San Diego, appearing through its attorneys, Jan I. Goldsmith, City  
18 Attorney, and Onu Omordia, Deputy City Attorney, alleges the following, based on information  
19 and belief:

20 JURISDICTION AND VENUE

21 1. Plaintiff City of San Diego, by this action and pursuant to San Diego Municipal Code  
22 (SDMC) sections 12.0202 and 121.0311, and California Code of Civil Procedure section 526,  
23 seeks to enjoin Defendants from using or maintaining a property in violation of the SDMC as  
24 alleged in this Complaint, and seeks a temporary restraining order, a preliminary injunction, and a  
25 permanent injunction prohibiting Defendants from operating or maintaining a marijuana  
26 dispensary, cooperative, collective, or other distribution or sales business; and also seeks to obtain  
27 civil penalties, costs and other equitable relief for the Defendants' violations of law.  
28 . . . . .

3.2

1 2. The omission or commission of acts and violations of law by Defendants as alleged in  
2 this Complaint occurred within the City of San Diego, State of California. Each Defendant at all  
3 times mentioned in this Complaint has transacted business within the City of San Diego, State of  
4 California, or is a resident of San Diego County, within the State of California, or both.

5 3. The property, where the business acts and practices described in this Complaint are or  
6 were performed, is located in the City of San Diego.

7 **THE PARTIES**

8 4. At all times mentioned in these pleadings, Plaintiff, City of San Diego, was and is a  
9 municipal corporation and a chartered city, organized and existing under the laws of the State of  
10 California.

11 5. Defendant Darryl Cotton (COTTON) is an individual and resident of the County of  
12 San Diego, State of California. COTTON, at all times relevant to this action, was and is the  
13 owner of record of the property located at 6176 Federal Boulevard, San Diego, California, 92114  
14 (PROPERTY), where a marijuana dispensary is conducting business.

15 6. COTTON is a "Responsible Person"<sup>1</sup> within the meaning of SDMC section 11.0210  
16 for allowing and maintaining violations of the SDMC at the PROPERTY.

17 7. As the property owner, Defendant COTTON is also strictly liable for all code  
18 violations occurring at the PROPERTY pursuant to SDMC section 121.0311 and applicable  
19 California law.

20 8. Defendants DOES 1 through 50, inclusive, are sued as fictitious names, under the  
21 provisions of California Code of Civil Procedure section 474, their true names and capacities  
22 being unknown to Plaintiff. The City is informed and believes that each of Defendants DOES 1  
23 through 50 is in some manner responsible for conducting, maintaining or directly or indirectly  
24 permitting the unlawful activity alleged in this Complaint. Plaintiff will ask leave of the court to  
25 . . . . .

26  
27  
28 <sup>1</sup> SDMC section 11.0210 defines "Responsible Person" as "[a] person who a Director determines is responsible for causing or maintaining a public nuisance or a violation of the Municipal Code or applicable state codes. The term "Responsible Person" includes but is not limited to a property owner, tenant, person with a Legal Interest in real property or person in possession of real property."  
L:\ACEU\CASE.ZN\1904.00\Pleadings\Complaint.docx 2

1 amend this Complaint and to insert in lieu of such fictitious names the true names and capacities  
2 of DOES 1 through 50 when ascertained.

3 9. At all relevant times mentioned in this Complaint, all Defendants were and are agents,  
4 principals, servants, lessors, lessees, employees, partners, associates and/or joint ventures of each  
5 other and at all times were acting within the course, purpose and scope of said relationship and  
6 with the authorization or consent of each of their co-defendants.

7 **PROPERTY**

8 10. The legal address of the PROPERTY where a marijuana dispensary is operating is  
9 6176 Federal Boulevard, San Diego, California, 92114, also identified as Assessor's Parcel  
10 Number 543-020-02, according to the San Diego County Recorder's Grant Deed, document  
11 number 1998-0102763, recorded February 27, 1998.

12 11. The legal description of the PROPERTY is:

13 THAT PORTION OF BLOCK 25, TRACK NO. 2 OF ENCANTO  
14 HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN  
15 DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP  
16 THEREOF NO. 1100, FILED IN THE OFFICE OF THE  
17 COUNTY RECORDER OF SAN DIEGO, DECEMBER 5, 1907,  
18 AS SHOWN ON MAP NO. 2121 OF JOFAINA VISTA, FILED IN  
19 THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO  
20 COUNTY, JULY 20, 1928, NOW ABANDONED AND  
21 DESCRIBED AS LOT 20.

22 12. The Grant Deed recorded with the San Diego County Recorder's Office on  
23 February 27, 1998 lists the owner of the PROPERTY as "DARRYL COTTON, A Single Man."

24 13. The PROPERTY is located in a Commercial-Office (CO-2-1) zone in the City of  
25 San Diego. The PROPERTY consists of a single story building.

26 **FACTUAL ALLEGATIONS**

27 14. SDMC sections 131.0520 and 131.0522 and Table 131-05B list the permitted uses  
28 in a Commercial-Office (CO-2-1) zone in the City of San Diego where the PROPERTY is  
located. The operation or maintenance of a marijuana dispensary, collective, or cooperative is not  
one of the enumerated permitted uses.

1 15. On or about October 21, 2015, the City of San Diego's Development Services  
2 Department, Code Enforcement Division (CED), commenced an investigation of a marijuana  
3 dispensary by the name of "Pure Meds" operating at the PROPERTY in violation of local zoning  
4 laws.

5 16. In February of 2016, an undercover detective with the San Diego Police  
6 Department (SDPD) went to "Pure Meds" located at the PROPERTY to purchase marijuana. The  
7 detective purchased \$25 worth of marijuana. Because the detective was a first time patient, the  
8 detective was given an additional 3.3 grams of marijuana and one marijuana cigarette for free.

9 17. Inside the dispensary, the undercover detective observed the odor of marijuana, a  
10 lobby, sitting area, and a male receptionist. The detective observed security cameras, a reception  
11 window, and an interior door with security locking device to restrict access. Once allowed to  
12 enter the product room, the undercover detective saw a large display case containing marijuana,  
13 THC infused edibles, and concentrated cannabis. The detective observed a menu with pricing  
14 and different types of marijuana or THC products, a cash register, an ATM, and a female  
15 employee. The detective completed the transaction with the female employee. The undercover  
16 detective noticed that the male receptionist was wearing a drop holster with a semi-automatic  
17 handgun in the holster although the male receptionist had nothing identifying him as a security  
18 guard.

19 18. Plaintiff is informed and believes that Defendants are blatantly and willfully in  
20 violation of the SDMC and will continue to maintain the unlawful code violations in the future  
21 unless the Court enjoins and prohibits such conduct. Absent the relief requested by Plaintiff, the  
22 City is unable to enforce its zoning laws and therefore unable to ensure the compatibility between  
23 land uses for its residents. The land use scheme and regulations under the Municipal Code  
24 become meaningless and the public is left unprotected from the direct and indirect negative  
25 effects associated with unpermitted and incompatible uses in their neighborhoods. Absent  
26 injunctive relief, the City will be irreparably harmed and the ongoing violations will continue to  
27 harm the public health, safety, and welfare of the citizens of San Diego.

3.5

**FIRST AND ONLY CAUSE OF ACTION**

**VIOLATIONS OF THE SAN DIEGO MUNICIPAL CODE  
ALLEGED BY PLAINTIFF CITY OF SAN DIEGO AGAINST  
ALL DEFENDANTS**

19. Plaintiff City of San Diego incorporates by reference all allegations in paragraphs 1 through 18 of this Complaint as though fully set forth here in their entirety.

20. SDMC section 121.0302(a) states, "It is unlawful for any person to maintain or use any premises in violation of any of the provisions of the Land Development Code<sup>2</sup>, without a required permit, contrary to permit conditions, or without a required variance."

21. The PROPERTY is located in a Commercial-Office (CO-2-1) zone in the City of San Diego. SDMC sections 131.0520 and 131.0522, and corresponding Table 131-05B, list the permitted uses in a CO-2-1 zone where the PROPERTY is located. The operation or maintenance of a marijuana dispensary, collective, or cooperative is not one of the enumerated permitted uses.

22. Beginning on an exact date unknown to Plaintiff, but since at least February of 2016, and continuing to the present, Defendants have maintained and used the PROPERTY for a purpose or activity not listed in Table 131-05B, in direct violation of SDMC sections 131.0520, 131.0522, and 121.0302(a).

23. Plaintiff has no adequate remedy at law other than this action. Defendants' use of the PROPERTY in this manner cannot be remedied merely by the payment of monetary damages. As the property owner, Defendant COTTON also has the ability, power, and duty to permanently cease to maintain the illegal business.

24. Absent the relief requested by Plaintiff, the City is unable to enforce its zoning laws and therefore unable to ensure the compatibility between land uses. Irreparable harm will be suffered by Plaintiff in that the City's land use scheme and regulations under the Municipal Code become meaningless and the public is left unprotected from the direct and indirect negative effects associated with unpermitted and incompatible uses in their neighborhoods.

<sup>2</sup> SDMC § 111.0101 (a) Chapters 11 through 15 of the City of San Diego Municipal Code shall be known collectively, and may be referred to, as the Land Development Code.

3.6

PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1. That the PROPERTY be declared in violation of:

San Diego Municipal Code sections

121.0302(a) 131.0520
131.0522 Table 131-05B

2. That pursuant to SDMC sections 12.0202, and 121.0311, Code of Civil Procedure section 526, and the Court's inherent equity powers, the Court grant a preliminary injunction and permanent injunction enjoining and restraining Defendants and their agents, servants, employees, partners, associates, officers, representatives and all persons acting under or in concert with or for Defendants, from engaging in any of the following acts:

a. Maintaining, operating, or allowing at the PROPERTY or anywhere within the City of San Diego, any commercial, retail, collective, cooperative, or group establishment for the growth, storage, sale, or distribution of marijuana, including but not limited to any marijuana dispensary, collective, or cooperative organized pursuant to the California Health and Safety Code;

b. Maintaining, operating, or allowing the operation of any unpermitted use at the PROPERTY or anywhere in the City of San Diego; and

c. Violating any provisions of the SDMC at the PROPERTY.

3. That immediately from the date of entry of judgment, Defendants cease maintaining a marijuana dispensary business at the PROPERTY and remove all signs advertising the business.

4. That Defendants allow personnel from the City of San Diego access to the PROPERTY to inspect and monitor for compliance upon 24-hour verbal or written notice. Inspections shall occur between the hours of 8:00 a.m. and 5:00 p.m.

5. That Plaintiff City of San Diego, recover all costs incurred by Plaintiff, including the costs of investigation, as appropriate.

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6. That pursuant to SDMC section 12.0202(b), Defendants are assessed a civil penalty of \$2,500 per day for each and every SDMC violation maintained at the PROPERTY.

7. That Plaintiff be granted such other and further relief as the nature of the case may require and the Court deems appropriate.

Dated: February 17, 2016

JAN I. GOLDSMITH, City Attorney

By Onu Omordia  
Onu Omordia  
Deputy City Attorney

Attorneys for Plaintiff



3.8

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS: 330 W Broadway	
MAILING ADDRESS: 330 W Broadway	
CITY AND ZIP CODE: San Diego, CA 92101-3827	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7070	
PLAINTIFF(S) / PETITIONER(S): City Of San Diego	
DEFENDANT(S) / RESPONDENT(S): DARRYL COTTON	
CITY OF SAN DIEGO VS COTTON [IMAGED]	
<b>NOTICE OF CASE ASSIGNMENT and CASE MANAGEMENT CONFERENCE</b>	CASE NUMBER: 37-2016-00005526-CU-MC-CTL

**CASE ASSIGNMENT**

Judge: Randa Trapp

Department: C-70

**COMPLAINT/PETITION FILED: 02/18/2016**

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	08/12/2016	10:10 am	C-70	Randa Trapp

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR\* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

\*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).



Superior Court of California  
County of San Diego

**NOTICE OF ELIGIBILITY TO eFILE  
AND ASSIGNMENT TO IMAGING DEPARTMENT**

**This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order 051414 at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov) for rules and procedures or contact the Court's eFiling vendor at [www.onelegal.com](http://www.onelegal.com) for information.**

**This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).**

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words **"IMAGED FILE"** in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

**Please refer to the General Order - Imaging located on the San Diego Superior Court website at:**

<http://www.sdcourt.ca.gov/CivillmagingGeneralOrder>

3.10



# SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

## ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2016-00005526-CU-MC-CTL CASE TITLE:

City of San Diego vs Cotton [IMAGED]

**NOTICE:** All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

### Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

#### **Potential Advantages**

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

#### **Potential Disadvantages**

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

### Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

**Mediation:** A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

**Settlement Conference:** A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

**Arbitration:** A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

**Other ADR Processes:** There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

**Local ADR Programs for Civil Cases**

**Mediation:** The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

**On-line mediator search and selection:** Go to the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

**Settlement Conference:** The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

**Arbitration:** The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

**More information about court-connected ADR:** Visit the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) or contact the court's Mediation/Arbitration Office at (619) 450-7300.

**Dispute Resolution Programs Act (DRPA) funded ADR Programs:** The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at [www.ncrconline.com](http://www.ncrconline.com) or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at [www.nclifeline.org](http://www.nclifeline.org) or (760) 726-4900.

**Private ADR:** To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

**Legal Representation and Advice**

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at [www.courtinfo.ca.gov/selfhelp/lowcost](http://www.courtinfo.ca.gov/selfhelp/lowcost).

3.12

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	<b>FOR COURT USE ONLY</b>
PLAINTIFF(S): City Of San Diego	
DEFENDANT(S): DARRYL COTTON	
SHORT TITLE: CITY OF SAN DIEGO VS COTTON [IMAGED]	CASE NUMBER: 37-2016-00005526-CU-MC-CTL
<b>STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>	

Judge: Randa Trapp

Department: C-70

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- |   |  |
|---|--|
| <input type="checkbox"/> Mediation (court-connected)  | <input type="checkbox"/> Non-binding private arbitration   |
| <input type="checkbox"/> Mediation (private)  | <input type="checkbox"/> Binding private arbitration   |
| <input type="checkbox"/> Voluntary settlement conference (private)                            | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private)   | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ |  |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) \_\_\_\_\_

Alternate neutral (for court Civil Mediation Program and arbitration only): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Plaintiff

\_\_\_\_\_  
Name of Defendant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Plaintiff's Attorney

\_\_\_\_\_  
Name of Defendant's Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

**IT IS SO ORDERED.**

Dated: 02/19/2016

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT