

**SUMMONS
Cross-Complaint
(CITACION JUDICIAL-CONTRADEMANDA)**

**NOTICE TO CROSS-DEFENDANT:
(AVISO AL CONTRA-DEMANDADO):**

JORGE CERVANTES

**YOU ARE BEING SUED BY CROSS-COMPLAINANT:
(LO ESTÁ DEMANDANDO EL CONTRADEMANDANTE):**

JBM SPORT TRUCK ACCESSORIES, INC.

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

FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

SEP 13 2012

ALAN CARLSON, Clerk of the Court.

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 cross-complainant. 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.

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 contrademandante. 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 uniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Orange County Superior Court
700 Civic Center Drive West, Santa Ana, CA 92701

SHORT NAME OF CASE (from Complaint): (Nombre de Caso):
Cervantes vs. JBM Sport Truck Access.
CASE NUMBER: (Número del Caso):
30-2012-00581058

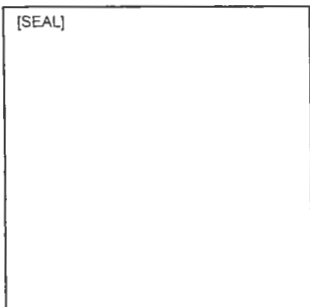
The name, address, and telephone number of cross-complainant's attorney, or cross-complainant without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del contrademandante, o del contrademandante que no tiene abogado, es):

David Jafari, JAFARI LAW GROUP, INC. 120 Vantis #430, Aliso Viejo, CA 92656 (949) 362-0100
ALAN CARLSON (Secretario) TOMMIE V. TALLABAS, Deputy (Adjunto)

DATE: SEP 13 2012
(Fecha)

(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 cross-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):

David V. Jafari, SBN: 207881
JAFARI LAW GROUP, INC.
120 Vantis Drive, Suite 430
Aliso Viejo, California, 92656
Telephone: (949) 362-0100
Facsimile: (949) 362-0101
djafari@jafarilawgroup.com

Attorney for Defendant & Cross-complainant
JBM SPORT TRUCK ACCESSORIES, INC.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

SEP 13 2012

ALAN CARLSON, Clerk of the Court

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
700 CIVIC CENTER DRIVE WEST, SANTA ANA, CALIFORNIA 92701

JORGE CERVANTES,

Plaintiff,

vs.

JBM SPORT TRUCK ACCESSORIES, INC. (A)
CALIFORNIA CORPORATION) d/b/a JBM
MOTORING;
T-REX TRUCK PRODUCTS, INC. (A)
CALIFORNIA CORPORATION) d/b/a JBM
MOTORING;
BEHROUZ MIZBAN;
JENNIFER MIZBAN; and
DOES 1 TO 50, inclusive,

Defendants.

) Case No.: 30-2012-00581058

)
) ASSIGNED FOR ALL PURPOSES TO:
) JUDICIAL OFFICER JOHN C. GASTELUM
) DEPARTMENT C-9

) **DEFENDANT & CROSS-COMPLAINANT JBM**
) **SPORT TRUCK ACCESSORIES, INC.'S**
) **CROSS-COMPLAINT FOR:**

- 1. BREACH OF DUTY OF LOYALTY
- 2. CONVERSION

) Complaint filed: July 3, 2012

) Trial date: None set

JBM SPORT TRUCK ACCESSORIES, INC.,

Cross-complainant

v.

JORGE CERVANTES,

Cross-defendant

Defendant and Cross-complainant JBM SPORT TRUCK ACCESSORIES, INC. ("JBM" or "X-

complainant”) alleges as follows:

1 1. Cross-defendant JORGE CERVANTES (“Cervantes”) is, and at all times relevant herein
2 was, an individual residing in the County of Los Angeles.

3 2. JBM is, and at all times mentioned in the cross-complaint was, a corporation incorporated
4 under the laws of the state of California and authorized to do business in California, with its principal
5 place of business in the County of Orange, California at 428 W. Katella Avenue, Orange, California
6 92867. Plaintiff has been and is now doing business under the fictitious name of “JBM MOTORING.”

7 3. JBM is, and at all times mentioned in the cross-complaint was, engaged in the retail sales
8 and installation of automobile accessories, including wheels and tires.

9 4. All relevant events or acts alleged in this cross-complaint occurred from on or about
10 December 2009 to April 1, 2011 at JBM’s place of business on 428 W. Katella Avenue.

11 5. All of the allegations in this cross-complaint are made on information and belief, and they
12 are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

13 **FIRST CAUSE OF ACTION (Breach of Duty of Loyalty)**

14 6. On or about December 2009, Cervantes orally agreed to act as JBM’s agent, for
15 compensation, in procuring new business for JBM by overseeing local dealer sales and installation.

16 7. Cervantes agreed to refrain from attending to any business other than JBM’s while acting
17 as JBM’s agent, and assented to be subject to JBM’s control and authority. JBM also assented to have
18 Cervantes act as its agent.

19 8. Cervantes was JBM’s agent until April 1, 2011.

20 9. Cervantes knowingly acted against JBM’s interest by converting JBM’s properties for his
21 own use and benefit, including wheels and tires, and by engaging in business other than JBM’s while
22 using JBM’s resources (e.g., office, telephone, computer, furniture) for the benefit of Cervantes’ own
23 business.

24 10. JBM did not give informed consent to Cervantes’ conduct.

25 11. JBM was harmed in an amount not less than five hundred thousand dollars (\$500,000).

26 12. Cervantes’ conduct was a substantial factor in causing JBM’s harm.

27 **SECOND CAUSE OF ACTION (Conversion)**

28 13. Plaintiff incorporates by this reference each and all of the allegations contained in
Paragraphs 1 through 8 of this cross-complaint, as fully as though set forth at length herein

 14. JBM was, and still is the owner and was, and still is, entitled to the possession of the
following personal property, namely: wheels and tires.

 15. Cervantes, while acting as JBM’s agent, intentionally took and carried away the property

1 described above from JBM's possession, and Cervantes thereon converted the property for his own use.
2 Cervantes also sold to third parties, wheels that belonged to JBM, and failed to return to JBM the monies
3 received for said wheels.

4 16. The properties described above had a combined value of not less than fifty thousand
5 dollars (\$50,000).

6 17. JBM did not consent to Cervantes's acts.

7 18. JBM was harmed.

8 19. Cervantes' conduct was a substantial factor in causing JBM's harm.

9 **WHEREFORE**, X-defendant prays for judgment against cross-defendant as follows:

10 1. For value of property converted in an amount to be determined at trial, but not less than
11 fifty thousand dollars (\$50,000).

12 2. For interest at the legal rate on the foregoing sum pursuant to Section 3336 from and after
13 the time of conversions.

14 3. For damages in an amount to be determined at trial, but not less than five hundred
15 thousand dollars (\$500,000).

16 4. For disgorgement of compensation paid to Cervantes and recovery of Cervantes' secret
17 profits, in an amount to be determined at trial, but not less than one hundred fifty thousand dollars
18 (\$150,000), and for interest at the legal rate.

19 5. For punitive and exemplary damages.

20 6. For costs of suit incurred herein; and

21 7. For such other and further relief as to the court may deem proper.

22 **DEMAND FOR JURY TRIAL**

23 Cross-complainant hereby demands a trial by a jury.

24 Dated: 9/13/12

25 **JAFARI LAW GROUP, INC.**

26 

27 DAVID V. JAFARI, attorney for
28 JBM SPORT TRUCK ACCESSORIES, INC.

- DO NOT FILE WITH THE COURT-
-UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): David V. Jafari JAFARI LAW GROUP, INC. 120 VANTIS, SUITE 430 Aliso Viejo, CA 92656 ATTORNEY FOR (name): JBM Sport Truck Accessories, Inc.	TELEPHONE NO.: 949-362-0100	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central		
PLAINTIFF: JBM Sport Truck Accessories, Inc. DEFENDANT: Jorge Cervantes		
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)		CASE NUMBER: 30-2012-00581058


To (name of one defendant only): **Jorge Cervantes**
Plaintiff (name of one plaintiff only): **JBM Sport Truck Accessories, Inc.**
seeks damages in the above-entitled action, as follows:

	AMOUNT
1. General damages	
a. <input type="checkbox"/> Pain, suffering, and inconvenience	\$ _____
b. <input type="checkbox"/> Emotional distress	\$ _____
c. <input type="checkbox"/> Loss of consortium	\$ _____
d. <input type="checkbox"/> Loss of society and companionship (wrongful death actions only)	\$ _____
e. <input type="checkbox"/> Other (specify)	\$ _____
f. <input type="checkbox"/> Other (specify)	\$ _____
g. <input type="checkbox"/> Continued on Attachment 1.g.	
2. Special damages	
a. <input type="checkbox"/> Medical expenses (to date)	\$ _____
b. <input type="checkbox"/> Future medical expenses (present value)	\$ _____
c. <input type="checkbox"/> Loss of earnings (to date)	\$ _____
d. <input type="checkbox"/> Loss of future earning capacity (present value)	\$ _____
e. <input type="checkbox"/> Property damage	\$ _____
f. <input type="checkbox"/> Funeral expenses (wrongful death actions only)	\$ _____
g. <input type="checkbox"/> Future contributions (present value) (wrongful death actions only)	\$ _____
h. <input type="checkbox"/> Value of personal service, advice, or training (wrongful death actions only)	\$ _____
i. <input type="checkbox"/> Other (specify)	\$ _____
j. <input type="checkbox"/> Other (specify)	\$ _____
k. <input type="checkbox"/> Continued on Attachment 2.k.	
3. <input checked="" type="checkbox"/> Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ <u>500,000</u> when pursuing a judgment in the suit filed against you.	

Date: **9/13/2012**

David V. Jafari (attorney)

(TYPE OR PRINT NAME)


(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)

PLAINTIFF: JBM Sport Truck Accessories, Inc.	CASE NUMBER:
DEFENDANT: Jorge Cervantes	30-2012-00581058

PROOF OF SERVICE

(After having the other party served as described below, with any of the documents identified in item 1, have the person who served the documents complete this Proof of Service. Plaintiff cannot serve these papers.)

1. I served the
- a. Statement of Damages Other (specify):
 - b. on (name): **JORGE CERVANTES**
 - c. by serving defendant other (name and title or relationship to person served): **Cristian Peirano, attorney**
 - d. by delivery at home at business
 - (1) date:
 - (2) time:
 - (3) address:
 - e. by mailing
 - (1) date: **09/13/2012**
 - (2) place: **1212 N. Broadway, Suite 150, Santa Ana, CA 92701**

2. Manner of service (check proper box):
- a. **Personal service.** By personally delivering copies. (CCP § 415.10)
 - b. **Substituted service on corporation, unincorporated association (including partnership), or public entity.** By leaving, during usual office hours, copies in the office of the person served with the person who apparently was in charge and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP § 415.20(a))
 - c. **Substituted service on natural person, minor, conservatee, or candidate.** By leaving copies at the dwelling house, usual place of abode, or usual place of business of the person served in the presence of a competent member of the household or a person apparently in charge of the office or place of business, at least 18 years of age, who was informed of the general nature of the papers, and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP § 415.20(b)) **(Attach separate declaration or affidavit stating acts relied on to establish reasonable diligence in first attempting personal service.)**
 - d. **Mail and acknowledgment service.** By mailing (by first-class mail or airmail, postage prepaid) copies to the person served, together with two copies of the form of notice and acknowledgment and a return envelope, postage prepaid, addressed to the sender. (CCP § 415.30) **(Attach completed acknowledgment of receipt.)**
 - e. **Certified or registered mail service.** By mailing to an address outside California (by first-class mail, postage prepaid, requiring a return receipt) copies to the person served. (CCP § 415.40) **(Attach signed return receipt or other evidence of actual delivery to the person served.)**
 - f. Other (specify code section): **by mailing to X-dft's att'y at the address in 1(e). CCP 1010; 425.11(d)(2)**
 additional page is attached.

3. At the time of service I was at least 18 years of age and not a party to this action.

4. Fee for service: \$ none

5. Person serving:

- a. California sheriff, marshal, or constable
- b. Registered California process server
- c. Employee or independent contractor of a registered California process server
- d. Not a registered California process server
- e. Exempt from registration under Bus. & Prof. Code § 22350(b)

f. Name, address and telephone number and, if applicable, county of registration and number:

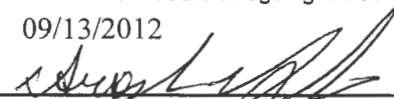
Arash Alizadeh
120 Vantis #430
Aliso Viejo, CA 92656
949-362-0100

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(For California sheriff, marshal, or constable use only)
I certify that the foregoing is true and correct.

Date: 09/13/2012

Date:

▶ 
 (SIGNATURE)

▶ _____
 (SIGNATURE)

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

**ALTERNATIVE DISPUTE RESOLUTION (ADR)
INFORMATION PACKAGE**

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

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

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

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

- (1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes.
- (2) Information about the ADR programs available in that court, including citations to any applicable local court rules and directions for contacting any court staff responsible for providing parties with assistance regarding ADR.
- (3) Information about the availability of local dispute resolution programs funded under the Dispute Resolutions Program Act (DRPA), in counties that are participating in the DRPA. This information may take the form of a list of the applicable programs or directions for contacting the county's DRPA coordinator.
- (4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

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

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

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

ADR Information

Introduction.

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

BENEFITS OF ADR.

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

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

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

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

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

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

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

DISADVANTAGES OF ADR.

ADR may not be suitable for every dispute.

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

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

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

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

TYPES OF ADR IN CIVIL CASES.

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

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

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

Cases for Which Arbitration May 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.

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

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

Cases for Which Mediation May 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.

Neutral Evaluation. In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is

often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

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

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

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

ADDITIONAL INFORMATION.

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

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

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

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

- Community Service Programs, Inc. (949) 851-3168
- Orange County Human Relations (714) 834-7198

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

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

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name & Address</i>): Telephone No.: _____ Fax No. (Optional): _____ E-Mail Address (Optional): _____ ATTORNEY FOR (<i>Name</i>): _____ Bar No: _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE JUSTICE CENTER: <input type="checkbox"/> Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 <input type="checkbox"/> Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512 <input type="checkbox"/> Harbor-Laguna Hills Facility – 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251 <input type="checkbox"/> Harbor – Newport Beach Facility – 4601 Jamboree Rd., Newport Beach, CA 92660-2595 <input type="checkbox"/> North – 1275 N. Berkeley Ave., P.O. Box 5000, Fullerton, CA 92838-0500 <input type="checkbox"/> West – 8141 13 th Street, Westminster, CA 92683-0500	
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION	CASE NUMBER: _____

Plaintiff(s)/Petitioner(s), _____

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

agree to the following dispute resolution process:

- Mediation
- Arbitration (must specify code)
- Under section 1141.11 of the Code of Civil Procedure
- Under section 1280 of the Code of Civil Procedure
- Neutral Case Evaluation

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

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

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

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

Date: _____ (SIGNATURE OF PLAINTIFF OR ATTORNEY) _____ (SIGNATURE OF PLAINTIFF OR ATTORNEY)

Date: _____ (SIGNATURE OF DEFENDANT OR ATTORNEY) _____ (SIGNATURE OF DEFENDANT OR ATTORNEY)

ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): David Jafari, sbn 207881 JAFARI LAW GROUP, INC. 120 Vantis #430 Aliso Viejo, CA 92656 TELEPHONE NO.: 949-362-0100 FAX NO. (Optional): 949-362-0101 E-MAIL ADDRESS (Optional): djafari@jafarilaw group.com ATTORNEY FOR (Name): JBS SPORT TRUCK ACCESSORIES	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 CIVIC CENTER DRIVE WEST MAILING ADDRESS: 700 CIVIC CENTER DRIVE WEST CITY AND ZIP CODE: SANTA ANA, CA 92701 BRANCH NAME: CENTRAL	
PLAINTIFF/PETITIONER: JORGE CERVANTES DEFENDANT/RESPONDENT: JBM SPORT TRUCK ACCESSORIES	CASE NUMBER: 30-2012-00581058
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.:

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons
 - b. complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross-complaint
 - f. other (specify documents): Statement of damages
3. a. Party served (specify name of party as shown on documents served):
 JORGE CERVANTES
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
 Cristian Peirano, attorney
4. Address where the party was served:
 1212 N. Broadway Ave, #150, Santa Ana, CA 92705
5. I served the party (check proper box)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): _____ (2) at (time): _____
 - b. **by substituted service.** On (date): _____ at (time): _____ I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3): _____
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): _____ from (city): _____ or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: JORGE CERVANTES	CASE NUMBER: 30-2012-00581058
DEFENDANT/RESPONDENT: JBM SPORT TRUCK ACCESSORIES	

5. c. **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): _____ (2) from (city): _____
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (Attach completed Notice and Acknowledgment of Receipt.) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. **by other means** (specify means of service and authorizing code section):
By mailing it to party's attorney in 3(b). CCP 428.60; 1010; 425.11(d)(2)

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:
- a. as an individual defendant.
- b. as the person sued under the fictitious name of (specify): _____
- c. as occupant.
- d. On behalf of (specify): _____
under the following Code of Civil Procedure section:
- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: _____ |

7. **Person who served papers**

- a. Name: **Arash Alizadeh**
- b. Address: **120 Vantis #430, Aliso Viejo, CA 92656**
- c. Telephone number: **949-362-0100**
- d. **The fee** for service was: **\$ none**
- e. I am:

- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) a registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.: _____
- (iii) County: _____

8. **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

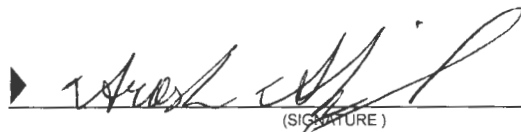
or

9. **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: **9/13/12**

Arash Alizadeh

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)