

SUMMONS (CITACION JUDICIAL)

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

R E CONTRACTORS CO., INC.; ALLIED PAVING COMPANY;
ALPAV, INC.; SANDERS PAVING, INC.; (Additional Parties
Attachment form is attached)

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

CONSUMER ADVOCACY GROUP, INC., in the public interest

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

ENDORSED
FILED
ALAMEDA COUNTY

MAY 12 2008

CLERK OF THE SUPERIOR COURT
By CHERYL CLARK
Deputy

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.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en este 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.courtinfo.ca.gov/selfhelp/espanol/), 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.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of the State of California for the County of Alameda
Rene C. Davidson Alameda County Courthouse
1225 Fallon St, Oakland, CA 94612

CASE NUMBER
(Número del Caso) **RG 08386836**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

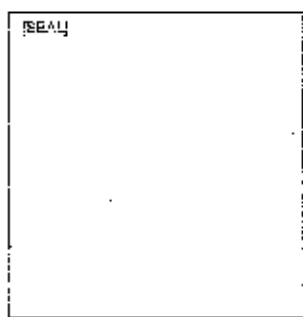
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Ben Yeroushalmi, Yeroushalmi & Associates, 3700 Wilshire Blvd., Suite 480,
Los Angeles, CA 90010, 213-382-3183

DATE: **MAY 12 2008**
(Fecha)

CHERYL CLARK
EXECUTIVE OFFICER/CLERK

Clerk, by **CHERYL CLARK**, Deputy
(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

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
- by personal delivery on (date):

SHORT TITLE: Consumer Advocacy Group Inc. v. R E Contractors Co., Inc., et al.	CASE NUMBER: RG 08386836
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant

CALIBER PAVING COMPANY, INC.; TLG PAVING COMPANY, INC.; ALLSTAR PAVING COMPANY, INC.; CURCIO ENTERPRISES, INC.; HALF MOON BAY GRADING & PAVING, INC.; NO FAULT ASPHALT, INC.; and DOES 1-100;

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Ben Yeroushalmi (SBN 232540)
 YERUSHALMI & ASSOCIATES
 3700 WILSHIRE BLVD., SUITE 480
 LOS ANGELES, CA 90010
 TELEPHONE NO.: 213-382-3183 FAX NO.: 213-382-3430
 ATTORNEY FOR (Name): Consumer Advocacy Group, Inc.

FOR COURT USE ONLY

ENDORSED
 FILED
 ALAMEDA COUNTY

MAY 12 2008

CLERK OF THE SUPERIOR COURT
 By CHERYL CLARK
 Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
 STREET ADDRESS: 1225 Fallon St.
 MAILING ADDRESS: 1225 Fallon St.
 CITY AND ZIP CODE: Oakland, 94612
 BRANCH NAME: René C. Davidson Alameda County Courthouse

CASE NAME:
 Consumer Advocacy Group Inc. v. R E Contractors Co., Inc., 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)

CASE NUMBER:
RG 08386836

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> <p><input type="checkbox"/> Auto (22); <input type="checkbox"/> Uninsured motorist (46)</p> <p>Other PIP/D/W (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p><input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/W (23)</p> <p>Non-PIP/D/W (Other) Tort</p> <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/W tort (35)</p> <p>Employment</p> <p><input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)</p>	<p>Contract</p> <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> <p>Real Property</p> <p><input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (25)</p> <p>Unlawful Detainer</p> <p><input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)</p> <p>Judicial Review</p> <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>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <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 checked="" type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p>Enforcement of Judgment</p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p>Miscellaneous Civil Complaint</p> <p><input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)</p> <p>Miscellaneous Civil Petition</p> <p><input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)</p>
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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. Large number of separately represented parties d. Large number of witnesses
 b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. Substantial amount of documentary evidence f. 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): One

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: May 7, 2008
 Ben Yeroushalmi
 (TYPE OR PRINT NAME)

[Signature]
 (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.

Page 1 of 2

APPENDUM TO CIVIL CASE COVER SHEET

Suit Title: **CONSUMER ADVOCACY GROUP V. R.E. CONTRACTORS, INC.** Case Number: **2608386836**

CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

		<input type="checkbox"/>	Hayward Hall of Justice (447)	
<input checked="" type="checkbox"/> Oakland, Rene C. Davidson Alameda County Courthouse (446)		<input type="checkbox"/>	Pleasanton, Gale-Schenone Hall of Justice (448)	
Civil Case/Contract Sheet Category	Civil Case/Contract Sheet Type	Alameda County Case Type (check only one)		
Auto Tort	Auto tort (22)	<input type="checkbox"/>	34 Auto tort (G)	Is this an uninsured motorist case? <input type="checkbox"/> yes <input type="checkbox"/> no
Other PI /PD /WD Tort	Asbestos (04)	<input type="checkbox"/>	75 Asbestos (D)	
	Product liability (24)	<input type="checkbox"/>	89 Product liability (not asbestos or toxic tort/environmental) (G)	
	Medical malpractice (45)	<input type="checkbox"/>	97 Medical malpractice (G)	
	Other P/DPD/WD tort (23)	<input type="checkbox"/>	33 Other P/DPD/WD tort (G)	
Non - PI /PD /WD Tort	Bus tort / unfair bus. practice (07)	<input type="checkbox"/>	79 Bus tort / unfair bus. practice (G)	
	Civil rights (08)	<input type="checkbox"/>	80 Civil rights (G)	
	Defamation (13)	<input type="checkbox"/>	84 Defamation (G)	
	Fraud (16)	<input type="checkbox"/>	24 Fraud (G)	
	Intellectual property (19)	<input type="checkbox"/>	67 Intellectual property (G)	
	Professional negligence (25)	<input type="checkbox"/>	59 Professional negligence - non-medical (G)	
	Other non-PI/DPD/WD tort (35)	<input type="checkbox"/>	63 Other non-PI/DPD/WD tort (G)	
Employment	Wrongful termination (36)	<input type="checkbox"/>	38 Wrongful termination (G)	
	Other employment (15)	<input type="checkbox"/>	85 Other employment (G)	
		<input type="checkbox"/>	53 Labor comm award confirmation	
		<input type="checkbox"/>	54 Notice of appeal - L.C.A.	
Contract	Breach contract / Wrnty (06)	<input type="checkbox"/>	04 Breach contract / Wrnty (G)	
	Collections (09)	<input type="checkbox"/>	81 Collections (G)	
	Insurance coverage (18)	<input type="checkbox"/>	86 Ins. coverage - non-complex (G)	
	Other contract (37)	<input type="checkbox"/>	98 Other contract (G)	
Real Property	Eminent domain / Inv Cdm (14)	<input type="checkbox"/>	18 Eminent domain / Inv Cdm (G)	
	Wrongful eviction (33)	<input type="checkbox"/>	17 Wrongful eviction (G)	
	Other real property (26)	<input type="checkbox"/>	36 Other real property (G)	
Unlawful Detainer	Commercial (31)	<input type="checkbox"/>	94 Unlawful Detainer - commercial	Is the deft. in possession of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Residential (32)	<input type="checkbox"/>	47 Unlawful Detainer - residential	
	Drugs (38)	<input type="checkbox"/>	21 Unlawful detainer - drugs	
Judicial Review	Asset forfeiture (05)	<input type="checkbox"/>	41 Asset forfeiture	
	Petition re: arbitration award (11)	<input type="checkbox"/>	32 Pet. re: arbitration award	
	Writ of Mandate (02)	<input type="checkbox"/>	49 Writ of mandate	
	Other judicial review (39)	<input type="checkbox"/>	64 Other judicial review	Is this a CEQA action (Publ.Res.Code section 21000 et seq) <input type="checkbox"/> Yes <input type="checkbox"/> No
Provisionally Complex	Antitrust / Trade regulation (03)	<input type="checkbox"/>	77 Antitrust / Trade regulation	
	Construction defect (10)	<input type="checkbox"/>	82 Construction defect	
	Claims involving mass tort (40)	<input type="checkbox"/>	78 Claims involving mass tort	
	Securities litigation (28)	<input type="checkbox"/>	91 Securities litigation	
	Toxic tort / Environmental (30)	<input checked="" type="checkbox"/>	93 Toxic tort / Environmental	
	Ins covrg from complex case type (41)	<input type="checkbox"/>	95 Ins covrg from complex case type	
Enforcement of Judgment	Enforcement of judgment (20)	<input type="checkbox"/>	19 Enforcement of judgment	
		<input type="checkbox"/>	08 Confession of judgment	
Misc Complaint	RICO (27)	<input type="checkbox"/>	90 RICO (G)	
	Partnership / Corp. governance (21)	<input type="checkbox"/>	38 Partnership / Corp. governance (G)	
	Other complaint (42)	<input type="checkbox"/>	68 All other complaints (G)	
Misc. Civil Petition	Other petition (43)	<input type="checkbox"/>	05 Change of name	
		<input type="checkbox"/>	69 Other petition	

**ALTERNATIVE DISPUTE RESOLUTION
INFORMATION PACKAGE
Effective April 15, 2005 (Revised March 2008)**

Instructions to Plaintiff / Cross-Complainant

In all general civil cases filed in the trial courts after June 30, 2001, the plaintiff is required to serve a copy of this ADR information package on each defendant.

California Rules of Court, Rule 3.221 (excerpt)

(a) Court to provide information package

Each court must make available to the plaintiff, at the time the complaint is filed in all general civil cases, an alternative dispute resolution (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....
- (3) In counties that are participating in the Dispute Resolution Programs Act (DRPA), information about the availability of local dispute resolution programs funded under the DRPA....
- (4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

(b) Court may make package available on Web site....

(c) Plaintiff to serve information package

In all general civil cases, the plaintiff must serve a copy of the ADR information package on each defendant together with the complaint. Cross-complainants must serve a copy of the ADR information package on any new parties to the action together with the cross-complaint.

GENERAL INFORMATION ABOUT ADR

Introduction to Alternative Dispute Resolution

Did you know that most civil lawsuits settle without a trial? And did you know that there are a number of ways to resolve civil disputes without having to sue somebody? These alternatives to a lawsuit are known as alternative dispute resolution (also called ADR). The most common forms of ADR are mediation, arbitration, and neutral evaluation. There are a number of other kinds of ADR as well.

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. In mediation, for example, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help parties resolve disputes without having to go to court.

ADR is not new. ADR is available in many communities through court-connected and community dispute resolution programs and private neutrals.

Advantages of Alternative Dispute Resolution

ADR can have a number of advantages over a lawsuit:

- **ADR can be speedier.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money.** Court costs, attorney fees, and expert witness fees can be saved.
- **ADR can permit more participation.** With ADR, the parties may have more chances to tell their side of the story than in court and may have more control over the outcome.
- **ADR can be flexible.** The parties can choose the ADR process that is best for them.
- **ADR can be cooperative.** In mediation, for example, the parties having a dispute may work together with the neutral to resolve the dispute and agree to a remedy that makes sense to them, rather than work against each other.
- **ADR can reduce stress.** There are fewer, if any, court appearances. And because ADR can be speedier, cheaper, and can create an atmosphere in which the parties are normally cooperative, ADR is easier on the nerves. The parties do not have a lawsuit hanging over their heads. For all the above reasons, many people have reported a high degree of satisfaction with ADR.

Because of these advantages, many parties choose ADR to resolve a dispute instead of filing a lawsuit. Even when a lawsuit has been filed, ADR can be used before the parties' positions harden and the lawsuit becomes costly. ADR has been used to resolve disputes even after a trial, when the result is appealed.

Disadvantages of Alternative Dispute Resolution

ADR may not be suitable for every dispute.

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.

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.

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.

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

Three Common Types of Alternative Dispute Resolution

This section describes the forms of ADR most often found in the California state courts and discusses when each may be right for a dispute.

Mediation

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the mediator does not decide how the dispute is to be resolved; the parties do.

Mediation is a cooperative process in which the parties work together toward a resolution that tries to meet everyone's interests, instead of working against each other where at least one party loses. Mediation normally leads to better relations between the parties and to resolutions that hold up. For example, mediation has been very successful in family disputes, particularly with child custody and visitation.

Mediation is particularly effective when the parties have a continuing relationship, like neighbors or business people. Mediation also is very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to let out their feelings and find out how they each see things.

Mediation may not be a good idea when one party is unwilling to discuss a resolution or when one party has been a victim of the other or has unequal bargaining power in the mediation. However, mediation can be successful for victims seeking restitution from offenders. A mediator can meet with the parties separately when there has been violence between them.

Arbitration

In arbitration, a neutral (the arbitrator) reviews evidence, hears arguments, and makes a decision (award) to resolve the dispute. Arbitration normally is more informal, much quicker, and less expensive than a lawsuit. Often a case that may take a week to try in court can be heard by an arbitrator in a matter of hours, because evidence can be submitted by documents (like medical reports and bills and business records) rather than by testimony.

There are two kinds of arbitration in California:

(1) Private arbitration, by agreement of the parties involved in the dispute, takes place outside of the courts and is normally binding. In most cases, "binding" means that the arbitrator's decision (award) is final and there will not be a trial or an appeal of that decision.

(2) "Judicial arbitration" takes place within the court process and is not binding unless the parties agree at the outset to be bound. A party to this kind of arbitration who does not like a judicial arbitration award may file a request for trial with the court within a specified time. However, if that party does not do better in the trial than in arbitration, he or she may have to pay a penalty.

Arbitration is best for cases where the parties want a decision without the expense of a trial. Arbitration may be better than mediation when the parties have no relationship except for the dispute.

Arbitration may not be a good idea when the parties want to decide on the outcome of their dispute themselves.

Neutral Evaluation

In evaluation, a neutral (the evaluator) gives an opinion on the strengths and weaknesses of each party's evidence and arguments and makes an evaluation of the case. Each party gets a chance to present his or her side and hear the other side. This may lead to a settlement or at least help the parties prepare to resolve the dispute later on. If the neutral evaluation does not resolve the dispute, the parties may go to court or try another form of ADR.

Neutral evaluation, like mediation, can come early in the dispute and save time and money.

Neutral evaluation is most effective when a party has an unrealistic view of the dispute, when the only real issue is what the case is worth, or when there are technical or scientific questions to be worked out.

Neutral evaluation may not be a good idea when it is too soon to tell what the case is worth or if the dispute is about something besides money, like a neighbor playing loud music late at night.

Other Types of Alternative Dispute Resolution

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

The selection of a neutral is an important decision. There is no legal requirement that the neutral be licensed or hold any particular certificate. However, some programs have established qualification requirements for neutrals. You may wish to inquire about the qualifications of any neutral you are considering.

Agreements reached through ADR normally are put in writing by the neutral and, if the parties wish, may become binding contracts that can be enforced by a judge.

You may wish to seek the advice of an attorney about your legal rights and other matters relating to the dispute.

Help Finding an Alternative Dispute Resolution Provider in Your Community

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

- **Visit the Court's Web site.** The Alameda County Superior Court maintains a list of court-connected mediators, neutral evaluators, and private arbitrators at <http://www.alameda.courts.ca.gov/adr/index.html>
- **Contact the Small Claims Court Legal Advisor.** The small claims legal advisor for Alameda County is located at the Wiley W. Manuel Courthouse, Self-Help Center. The phone number is 510-268-7665.
- **Visit the California Department of Consumer Affairs' Web site.** The Department of Consumer Affairs (also called the DCA) has posted a list of conflict resolution programs throughout the state. The list can be found at http://www.dca.ca.gov/consumer/mediation_programs.shtml

You can also call the Department of Consumer Affairs, Consumer Information Center, at 1-800-952-5210.

- **Contact your local bar association.** You can find a list of local bar associations in California on the State Bar Web site at http://members.calbar.ca.gov/search/ba_results.aspx?txtan=&txtin=&County=&District=&ClassTypes=C

If you cannot find a bar association for your area on the State Bar Web site, check the yellow pages of your telephone book under "Associations."

- **Look in the yellow pages of your telephone book under "Arbitrators" or "Mediators".**
- **Automotive Repair, Smog Check:** The California Bureau of Automotive Repair (also known as BAR) offers a free mediation service for consumers who are dissatisfied with an auto repair or a smog check, or who dispute an invoice for such services. BAR registers and regulates California automotive repair facilities and licenses smog, lamp, and brake inspection stations. Learn more at <http://www.smogcheck.ca.gov/StdPage.asp?Body=/Geninfo/Otherinfo/Mediation.htm#What%20is%20a%20Mediator> or call 800-952-5210.
- **Attorney Fees:** The State Bar of California administers a mandatory fee arbitration program to resolve attorney fee disputes between lawyers and their clients. The program is an informal, low-cost forum and is mandatory for a lawyer if a client requests it. Mediation of attorney fees disputes may also be available in some areas of California. Learn more at <http://www.calbar.org/2bar/3arb/3arbndx.htm> or call 415-538-2020.

DISPUTE RESOLUTION PROGRAMS IN ALAMEDA COUNTY

East Bay Community Mediation
1968 San Pablo Avenue, Berkeley, CA 94702-1612

Phone: (510) 548-2377; Fax: (510) 548-4051

<http://www.ebcm.org/>

EBCM is a community-based mediation program created by the union of Berkeley Dispute Resolution Service and Conciliation Forums of Oakland. EBCM offers counseling on options and approaches to resolving a dispute, mediation, large-group conflict facilitation, and conflict resolution skills workshops.

Catholic Charities of the East Bay: Oakland – Main Office
433 Jefferson Street, Oakland, CA 94607

Phone: (510) 768-3100; Fax: (510) 451-6998

<http://www.cccb.org/>

Mediators are responsible for mediation sessions involving the youth, victim and family members to work towards a mutually agreeable restitution agreement. Also, provide free workshops in anger management and mediation.

Center for Community Dispute Settlement
291 McLeod Street, Livermore, CA 94550

Phone: (925) 373-1035; Fax: (925) 449-0945

<http://www.trivalleymediation.com/>

Provides services in Tri-Valley for all of Alameda County. Program goals are to increase the number of court cases resolved, mediating small claims cases four days per week, and training youth in listening and conflict resolution skills.

**ALAMEDA COUNTY SUPERIOR COURT
ADR PROGRAM**

ADR Program Administrator

Pursuant to California Rules of Court, rule 10.783, the presiding judge of the Superior Court of California, County of Alameda designated the Court Executive Officer to serve as ADR program administrator.

A Plaintiff may elect, the parties may stipulate, or a judge may refer a case to Judicial Arbitration. The Judicial Arbitration Program Coordinator may be contacted during regular court business hours at (510) 690-2705.

The Judicial Arbitration Process

Appointment of Arbitrator (must be appointed within 30 days after referral per CRC 3.815(c)(2)).

- ⇒ Parties mailed list of five names from which to select (list mailed within 5-10 business days after receipt of referral).
- ⇒ Each party may reject one of the names listed (10 calendar days per CRC 3.815(b)(3)).
- ⇒ The administrator randomly appoints the arbitrators from the names remaining on the list or if one name remains then that name is deemed appointed (CRC 3.815(4)).

Assignment of Case (CRC 3.817)

- ⇒ Within 15 days of notice of the appointment, the arbitrator shall contact parties in writing about time, date, and place of the hearing. The parties shall receive at least 30 days notice prior to the hearing.

Hearings (CRC 3.817)

- ⇒ Must be scheduled to be completed not more than 90 days from the date the arbitrator was assigned. For good cause shown, a Judge may continue the case beyond this 90-day period.

Award of Arbitrator

- ⇒ The arbitrator must file an award within 10 days of the conclusion of the arbitration hearing. The arbitrator may apply to the court for an additional 20 days in cases of unusual length or complexity (CRC 3.825(b)).
- ⇒ Within 30 days of the filing of the award, a party may file a request for trial (CRC 3.826(a)).
- ⇒ The clerk must immediately enter the arbitration award as a judgment if no party has served and filed a request for trial during the 30-day period after the award is filed (CRC 3.827).

Return of Case to Court

- ⇒ Upon the filing of a request for trial, the action must proceed as provided under an applicable case management order or, if there is no pending order, promptly set for a case management conference. (CRC 3.826(b)).
- ⇒ When a judgment is entered, the clerk will notify all parties who have appeared in the case including the judge to whom the case is assigned if there is one (CRC 3.827(b)).
- ⇒ If a case is settled then each plaintiff or other party must notify the arbitrator and the court as required under California Rules of Court, rule 3.1385 (CRC 3.829).

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

<input type="checkbox"/> Berkeley Courthouse 2000 Center Street, 2 nd Fl., Berkeley, CA 94704	<input type="checkbox"/> Fremont Hall of Justice 39439 Paseo Padre Parkway, Fremont, CA 94538	<input type="checkbox"/> Gale/Schenone Hall of Justice 5672 Stoneridge Drive, Pleasanton, CA 94588
<input type="checkbox"/> George E. McDonald Hall of Justice 2233 Shoreline Drive, Alameda, CA 94601	<input type="checkbox"/> Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544	<input type="checkbox"/> René C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612
	<input type="checkbox"/> Wiley W. Manuel Courthouse 681 Washington Street, Oakland, CA 94607	

Case No.:

Plaintiff

vs.

**STIPULATION FOR ALTERNATIVE
DISPUTE RESOLUTION (ADR)**

Defendant

The parties by and through their attorneys of record hereby stipulate to submit the within controversy to the following Alternative Dispute Resolution process:

ORDER

The foregoing stipulation having been read and considered and good cause appearing, now therefore, IT IS SO ORDERED.

IT IS FURTHER ORDERED that the matter be set for Order to Show Cause Hearing RE:

Dismissal on _____ at _____ a.m./p.m. in Department _____

Dated:

JUDGE OF THE SUPERIOR COURT

(SEAL)

ENDORSED
FILED
ALAMEDA COUNTY

MAY 12 2008

CLERK OF THE SUPERIOR COURT
By CHERYL CLARK
Deputy

1 REUBEN YEROUSHALMI (SBN 193981)
2 DANIEL D. CHO (SBN 165409)
3 BEN YEROUSHALMI (SBN 232549)
4 YEROUSHALMI & ASSOCIATES
5 3700 WILSHIRE BLVD., SUITE 480
6 LOS ANGELES, CA 90010
7 Telephone: 213-382-3183
8 Facsimile: 213-382-3430
9 Email: lawfirm@yeroushalmi.com
10 Attorneys for Plaintiff, Consumer Advocacy Group, Inc.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ALAMEDA--UNLIMITED

11 CONSUMER ADVOCACY GROUP, INC.,) CASE NO. **RG 08386836**
12 in the public interest,)
13 Plaintiff,) COMPLAINT FOR PENALTY,
14) INFUNCTION, AND RESTITUTION
15 v.)
16) Violation of Proposition 65, the Safe
17) Drinking Water and Toxic Enforcement
18) Act of 1986 (Health & Saf. Code., §§
19) 25249.5, et seq.)
20) ACTION IS AN UNLIMITED CIVIL
21) CASE (exceeds \$25,000)
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24 COMES NOW plaintiff, Consumer Advocacy Group, Inc., who, for a cause of action, alleges
25 as follows.

BACKGROUND AND PRELIMINARY FACTS

1. In 1986, California voters approved an initiative to address growing concerns about exposure to toxic chemicals. The initiative, The Safe Drinking Water and Toxic Enforcement Act of 1986, codified at Health and Safety Code sections 25249.5 et seq. ("Proposition 65"), helps to protect California's drinking water sources from contamination, to allow consumers to make informed choices about the products they buy, and to enable persons to protect themselves from toxic chemicals as they see fit.
2. Proposition 65 requires the Governor of California to publish a list of chemicals known to the state to cause cancer, birth defects, or other reproductive harm. Health & Saf. Code, § 25249.8. The list, which the Governor updates at least once a year, contains over 550 chemicals. Proposition 65 imposes warning requirements and other controls that apply to Proposition 65 listed chemicals.
3. All businesses with ten or more employees that operate or sell products in California must comply with Proposition 65. Under Proposition 65, businesses are: (1) prohibited from knowingly discharging Proposition 65 listed chemicals into sources of drinking water (Health & Saf. Code, § 25249.5), and (2) required to provide "clear and reasonable" warnings before exposing a person, knowingly and intentionally, to a Proposition 65 listed chemical (Health & Saf. Code, § 25249.6.)
4. Plaintiff, Consumer Advocacy Group, Inc. ("Plaintiff") is a non-profit California corporation. It brings this action in the public interest as defined under Health and Safety Code section 25249.7, subdivision (d).
5. Plaintiff is informed, believes, and thereon alleges that defendants, R E Contractors Co., Inc.; Allied Paving Company; Alpav, Inc.; Senders Paving, Inc.; Caliber Paving

1 Company, Inc.; TLG Paving Company, Inc.; Alistar Paving Company, Inc.; Curcio
2 Enterprises, Inc.; Half Moon Bay Grading & Paving, Inc.; and No Fault Asphalt, Inc. are
3 and at all times mentioned herein have been California Corporations qualified to do
4 business in the State of California, and at all times mentioned herein have conducted
5 business within the State of California.
6

- 7 6. Plaintiff is ignorant of the true names and capacities of defendants sued as Does 1-100,
8 and therefore Plaintiff sues these defendants by such fictitious names. Plaintiff will
9 amend this complaint to allege their true names and capacities when ascertained.

10 Plaintiff is informed, believes, and thereon alleges that each fictitiously named defendant
11 is responsible in some manner for the occurrences herein alleged and the damages caused
12 thereby.
13

- 14 7. At all times mentioned herein, "Defendants" include R E Contractors Co., Inc.; Allied
15 Paving Company; Alpav, Inc.; Sanders Paving, Inc.; Caliber Paving Company, Inc.; TLG
16 Paving Company, Inc.; Alistar Paving Company, Inc.; Curcio Enterprises, Inc.; Half
17 Moon Bay Grading & Paving, Inc.; No Fault Asphalt, Inc.; and Does 1-100.

- 18 8. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each
19 defendant was a person doing business within the meaning of Health and Safety Code
20 section 25249.11, subdivision (a), and that each defendant has had 10 or more employees.
21

- 22 9. In 2000 and 2001, Plaintiff conducted research, from which it identified an industry-wide
23 practice among California companies involved in paving operations, of exposing,
24 knowingly and intentionally, persons to the numerous Proposition 65 listed constituents
25 of asphalt and asphalt paving products without first providing clear and reasonable
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1 warnings of such to the exposed persons prior to exposure. Plaintiff later discerned that
2 Defendants engaged in such industry-wide practice.

3 10. Defendants have been exposing persons, knowingly and intentionally, by using asphalt or
4 asphalt paving products, including Hot Mix Asphalt, to the constituent Proposition 65
5 listed chemicals of such substances without first giving clear and reasonable warning of
6 such to the exposed persons, in violation of Proposition 65. Defendants' violations of
7 Proposition 65 have been ongoing and continuous and have continued to the date of the
8 signing of this complaint.

9
10
11 11. Plaintiff mailed a separate Proposition 65 Sixty-day Notice of intent to sue to each named
12 defendant. Such notices stated that each respective defendant, by failing to warn persons
13 of exposures to Proposition 65 listed chemicals before exposing them, knowingly and
14 intentionally, to such chemicals, had violated Proposition 65. CAG also served copies of
15 the notices upon the California Attorney General and the County District Attorneys and
16 City Attorneys for each city containing a population of at least 750,000 people, for the
17 locations within which Defendants allegedly violated Proposition 65.

18
19 12. The Court has jurisdiction over this lawsuit pursuant to California Constitution Article
20 VI, Section 10, which grants the Superior Court original jurisdiction in all causes except
21 those given by statute to other trial courts. Plaintiff brings this lawsuit under statutes that
22 do not specify any other basis of jurisdiction.
23

24
25 **FIRST CAUSE OF ACTION BY CONSUMER ADVOCACY GROUP, INC AND**
26 **AGAINST DEFENDANTS RE CONTRACTORS CO., INC.; ALLIED PAVING**
27 **COMPANY; ALPAV, INC.; SANDERS PAVING, INC.; CALIBER PAVING COMPANY,**
28 **INC.; TLG PAVING COMPANY, INC.; ALLSTAR PAVING COMPANY, INC.;**
CURCIO ENTERPRISES, INC.; HALF MOON BAY GRADING & PAVING, INC.; NO
FAULT ASPHALT, INC.; and DOES 1-100 FOR VIOLATIONS OF PROPOSITION 65.

1 **THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986**
2 **HEALTH & SAF. CODE, §§ 25249.5, ET SEQ.**

3 13. Plaintiff repeats and incorporates by reference the preceding paragraphs of this complaint
4 as though fully set forth here.

5
6 14. Plaintiff is informed, believes, and thereon alleges that Defendants are and at all times
7 mentioned here have been engaged in the business of paving of roads, berms, pathways,
8 parking lots, or other surfaces, or stripping asphalt, which has entailed the use of asphalt
9 or asphalt paving products or the handling of the same.

10
11 15. Plaintiff is informed, believes, and thereon alleges that Defendants have been exposing
12 persons, knowingly and intentionally, by deliberately using asphalt or asphalt paving
13 products or stripping the same, to the constituent Proposition 65 listed chemicals of
14 asphalt, without first giving clear and reasonable warning of such to the exposed persons
15 before the time of exposure.

16
17 16. On or about August 29, 2006, Plaintiff sent a Proposition 65 Sixty-Day Notice of Intent
18 to Sue to R E Contractors Co., Inc. alleging the facts found in Paragraphs 11 and 15 of
19 this pleading.

20
21 17. On or about March 9, 2006, Plaintiff sent a Proposition 65 Sixty-Day Notice of Intent to
22 Sue to Allied Paving Company alleging the facts found in Paragraphs 11 and 15 of this
23 pleading.

24 18. On or about March 9, 2006, Plaintiff sent a Proposition 65 Sixty-Day Notice of Intent to
25 Sue to Alpav, Inc. alleging the facts found in Paragraphs 11 and 15 of this pleading.
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- 1 19. On or about March 9, 2006, Plaintiff sent a Proposition 65 Sixty-Day Notice of Intent to
2 Sue to Sanders Paving, Inc. alleging the facts found in Paragraphs 11 and 15 of this
3 pleading.
4
- 5 20. On or about March 9, 2006, Plaintiff sent a Proposition 65 Sixty-Day Notice of Intent to
6 Sue to Caliber Paving Company, Inc. alleging the facts found in Paragraphs 11 and 15 of
7 this pleading.
8
- 9 21. On or about March 9, 2006, Plaintiff sent a Proposition 65 Sixty-Day Notice of Intent to
10 Sue to TLG Paving Company, Inc. alleging the facts found in Paragraphs 11 and 15 of
11 this pleading.
12
- 13 22. On or about March 9, 2006, Plaintiff sent a Proposition 65 Sixty-Day Notice of Intent to
14 Sue to Alistar Paving Company, Inc. alleging the facts found in Paragraphs 11 and 15 of
15 this pleading.
16
- 17 23. On or about March 9, 2006, Plaintiff sent a Proposition 65 Sixty-Day Notice of Intent to
18 Sue to Curcio Enterprises, Inc. alleging the facts found in Paragraphs 11 and 15 of this
19 pleading.
20
- 21 24. On or about August 29, 2006, Plaintiff sent a Proposition 65 Sixty-Day Notice of Intent
22 to Sue to Half Moon Bay Grading & Paving, Inc. alleging the facts found in Paragraphs
23 11 and 15 of this pleading.
24
- 25 25. On or about August 29, 2006, Plaintiff sent a Proposition 65 Sixty-Day Notice of Intent
26 to Sue to No Fault Asphalt, Inc. alleging the facts found in Paragraphs 11 and 15 of this
27 pleading.
28
26. Each Proposition 65 Sixty-Day Notice of Intent to Sue listed above included a certificate
of merit executed by the attorney for the noticing party, Plaintiff. The certificate of merit

1 stated that the attorney for Plaintiff who executed the certificate had consulted with at
2 least one person with relevant and appropriate expertise who had reviewed data regarding
3 the exposure to Proposition 65 listed chemicals relevant to this action. Based on that
4 information, the attorney for Plaintiff who executed the certificate believed there was a
5 reasonable and meritorious case for this private action. The attorney for Plaintiff attached
6 to the certificate of merit served on the Attorney General information sufficient to
7 establish the basis of the certificate of merit.
8

9
10 27. Plaintiff is commencing this action more than sixty days (plus five calendar days because
11 the places of address were within California) from the date that Plaintiff gave notice of
12 the alleged violations of Proposition 65 to each respective named defendant, applicable
13 public prosecutors in whose jurisdictions the violations allegedly occurred.

14 28. Plaintiff is informed, believes, and thereon alleges that neither the Attorney General nor
15 any applicable district attorney or city attorney has commenced and is diligently
16 prosecuting an action against the violation.
17

18 ENVIRONMENTAL EXPOSURES

19 29. Between three years before the sending of each respective Proposition 65 Sixty-Day
20 Notice of Intent to Sue and the present, in the normal course of business, Defendants
21 conducted operations involving or relating to the paving or stripping of roads, pathways,
22 berms, parking lots, or other surfaces. Defendants have been knowingly and intentionally
23 exposing reasonably foreseeable members of the public, including residents, passersby,
24 motorists, engineers, and inspectors not employed by Defendants and found within 100
25 feet of where paving work was performed, to the Proposition 65 listed chemical
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1 constituents of asphalt or related materials, including Hot Mix Asphalt, without first
2 giving clear and reasonable warning of such to exposed persons.

3
4 30. The sources of exposures are the constituent chemicals of asphalt or related materials,
5 and the use of such. The locations of the exposures include areas within 100 feet of
6 Defendants' places of business, where asphalt or asphalt products have been heated or
7 otherwise readied for use, to the area along and within 100 feet of the route traveled
8 between said places of business and paving work sites. Persons at those locations have
9 breathed in smoke and associated fumes from asphalt or asphalt products causing contact
10 with their mouths, throats, esophagi, and lungs.

11
12 31. The route of exposure for environmental exposures has been the inhalation contact
13 described above. Exposures took place in the California counties whose District
14 Attorneys received copies of the operative Sixty-Day Notices. Exposures took place both
15 on and beyond property owned or controlled by Defendants

16 OCCUPATIONAL EXPOSURE

17
18 32. Between three years before the sending of each respective Proposition 65 Sixty-Day
19 Notice of Intent to Sue and the present, in the normal course of business, Defendants, by
20 storing, heating, installing, laying, or stripping asphalt or asphalt products, have
21 knowingly and intentionally exposed their employees to the constituent Proposition 65
22 listed chemicals of such substances without first giving clear and reasonable warning of
23 such to their employees.

24
25 33. The sources of exposures include the constituent Proposition 65 listed chemicals of
26 asphalt or materials, and the use or stripping of such substances. Employees of
27 Defendants sustaining exposures include, but are not limited to, paving contractors, flag
28

1 persons, drivers, paving machine operators, or workers involved in grading and raking
2 asphalt at work sites. Exposures occurred in locations including storage facilities/garage
3 areas where asphalt or asphalt products were stored or readied for use, on and in the
4 vicinity of work vehicles transporting asphalt, work sites, and areas along the routes
5 traveled between storage facilities/garage areas and paving work sites, by which the
6 asphalt or asphalt products were transported. The route of exposure for occupational
7 exposures to the relevant chemicals has been from asphalt or asphalt products, including
8 Hot Mix Asphalt, asphalt smoke, diesel smoke, or associated fumes breathed in via the
9 ambient air by exposed persons (and was a direct result of helping apply or strip asphalt,
10 or being near where asphalt was mixed, heated, or transported) causing inhalation contact
11 with their mouths, throats, esophagi, and lungs. Employees also sustained a route of
12 exposure of dermal contact by touching asphalt with their bare skin while mixing,
13 heating, transporting, applying, or stripping asphalt at work locations, as well as by
14 touching asphalt with work gloves and then touching their bare skin. Exposures occurred
15 in the counties whose district attorneys received copies of the operative notices.

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19 34. For each such type and means of exposure, the violators have exposed and are continuing
20 to expose the above referenced persons to:

21 **CARCINOGENS:** Benz[a]anthracene; Chrysene; Toluene; diisocyanate;
22 Formaldehyde (gas); 5-Methylchrysene; Nickel and Certain Nickel Compounds;
23 Dichloromethane (Methylene Chloride); Benzene; Lead and Lead Compounds;
24 Benzo[b]flouranthene; Benzo[k]flouranthene; Benzo[a]pyreneIndeno[1,2,3-cd]; pyrene;
25 Acetaldehyde; Beryllium and Beryllium compounds; Arsenic (inorganic arsenic
26 compounds); Cadmium and Cadmium compounds; Chromium (hexavalent compounds);
27
28

1 Tetrachloroethylene (Perchloroethylene); Trichloroethylene; Chrysene; Dibenz[a,h];
2 anthracene; Carbazole; Dibenzof[a,i]pyrene; Dibenzof[a,e]pyrene; Dibenz[a,j]acridine;
3 Dibenzof[a,h]pyrene; Dibenzof[a,i]pyrene; Acetaldehyde; Benz[a]anthracene; 1,3
4 Butadiene; Diesel Engine Exhaust; Silica, crystalline (airborne particles of respirable
5 size)

6
7 **REPRODUCTIVE TOXINS:** Toluene; Carbon Disulfide; Benzene; Lead; Mercury and
8 Mercury compounds; Arsenic (inorganic oxides); Cadmium; Methyl Chloride

9
10 35. Each Proposition 65 listed chemical listed above first appeared on the Governor's
11 Proposition 65 list more than twenty months before Plaintiff sent a Proposition 65 Sixty-
12 Day Notice of intent to sue to each respective named defendant. Therefore, each
13 Proposition 65 listed chemical was subject fully to Proposition 65 warning requirements
14 and discharge prohibitions.

15
16 36. For the past several years, both the Attorney General and Plaintiff have investigated and
17 prosecuted Asphalt Paving entities as an industry for alleged violations of Proposition 65.
18 Plaintiff and its counsel expended and continue to expend significant resources in trying
19 to bring all members of the Asphalt Paving Industry into compliance with Proposition 65.
20 The Attorney General and Plaintiff co-litigated a previous action that resulted in a
21 universal settlement with over 100 asphalt paving entities. That settlement had an
22 extensive opt-in period that allowed all paving entities, including Defendants, to join the
23 settlement and end their continual violations of Proposition 65 and their potential
24 liabilities for such violations. Accordingly, Defendants had many opportunities to
25 comply with Proposition 65.
26
27
28

1 37. Instead, Defendants flouted their various opportunities to comply with Proposition 65,
2 and chose instead to ignore the win-win settlement agreement offered by both the
3 Attorney General and CAG. The settlement would have benefited all parties involved,
4 requiring Defendants to reduce significantly occupational and environmental exposures,
5 and to post statutory warnings. By choosing to continue their violations, Defendants
6 have significantly enlarged their potential liabilities for violating Proposition 65.
7


8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff in the FIRST CAUSE OF ACTION demands against each defendant as
10 follows:
11

- 12 1. A permanent injunction pursuant to Health and Safety Code section 25249.7, subdivision (a),
13 and the equitable powers of the court, for the posting of statutory warnings;
- 14 2. Penalties pursuant to Health and Safety Code section 25249.7, subdivision (b) of \$2,500 per
15 day per violation;
- 16 4. Costs of suit;
- 17 5. Reasonable attorney fees and costs; and
- 18 6. Any further relief that the court may deem just and equitable.
19

20
21
22 Dated: May 7, 2008

23 YEROUSHALMI & ASSOCIATES

24 
25 Ben Yeroushalmi
26 Attorneys for Plaintiff,
27 Consumer Advocacy Group, Inc.
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