

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: *LOWE'S HIW INC*
(AVISO AL DEMANDADO): *LG SOURCING INC; AND*
DOES 1-25 INCLUSIVE

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

16 MAR 14 PM 1:09

CLERK OF SUPERIOR COURT
SAN DIEGO COUNTY, CA

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

Evelyn Wimberley

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

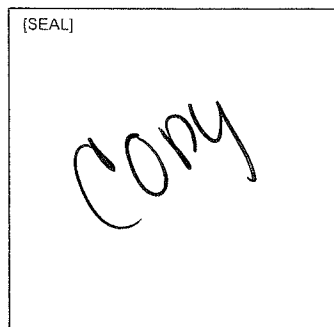
The name and address of the court is:
(El nombre y dirección de la corte es): **California Superior Court**
County of San Diego
325 S. McRose Dr.
Vista, CA 92081

CASE NUMBER:
(Número del Caso):
37-2016-00008397-CU-NP-NC

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):

DATE: **MAR 14 2016** Clerk, by _____, Deputy
(Fecha) (Secretario) **A LOPEZ** (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

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

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address).
Stephen Ure, Esq. 188244
11622 El Camino Real, Suite 100, San Diego CA 92130
TELEPHONE NO.: 619.235.5400 FAX NO.:
ATTORNEY FOR (Name): Evelyn Wimberley

FOR COURT USE ONLY
16 MAR 16 PM 1:09
SUPERIOR COURT
SAN DIEGO COUNTY, CA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego
STREET ADDRESS: 325 S. MELROSE DR.
MAILING ADDRESS:
CITY AND ZIP CODE: Vista, CA 92081
BRANCH NAME:

CASE NAME:
Evelyn Wimberley v. Lowe's HW 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: 37-2016-00008397-CU-NP-NC
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:

Auto Tort

- Auto (22)
- Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
- Product liability (24)
- Medical malpractice (45)
- Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- Business tort/unfair business practice (07)
- Civil rights (08)
- Defamation (13)
- Fraud (16)
- Intellectual property (19)
- Professional negligence (25)
- Other non-PI/PD/WD tort (35)

Employment

- Wrongful termination (36)
- Other employment (15)

Contract

- Breach of contract/warranty (06)
- Rule 3.740 collections (09)
- Other collections (09)
- Insurance coverage (18)
- Other contract (37)

Real Property

- Eminent domain/Inverse condemnation (14)
- Wrongful eviction (33)
- Other real property (26)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38)

Judicial Review

- Asset forfeiture (05)
- Petition re: arbitration award (11)
- Writ of mandate (02)
- Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

- Antitrust/Trade regulation (03)
- Construction defect (10)
- Mass tort (40)
- Securities litigation (28)
- Environmental/Toxic tort (30)
- Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- Enforcement of judgment (20)

Miscellaneous Civil Complaint

- RICO (27)
- Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- Partnership and corporate governance (21)
- Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- 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: 3-14-16
Stephen Ure

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

FILED
CLERK OF SUPERIOR COURT
16 MAR 14 PM 1:09
SAN DIEGO COUNTY, CA

1 Stephen Ure, Esq., (CSB# 188244)
2 **LAW OFFICES OF STEPHEN URE, PC**
3 11622 El Camino Real, Suite 100
4 San Diego, CA 92130
5 Telephone: 619-235-5400

6 *Attorneys for Plaintiff, Evelyn Wimberley*

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10 **UNLIMITED CIVIL JURISDICTION**

11
12
13 **EVELYN WIMBERLEY,**) **CASE NO.: 37-2016-00008397-CU-NP-NC**
14)
15 **Plaintiff,**) **COMPLAINT FOR CIVIL PENALTIES**
16) **AND INJUNCTIVE RELIEF**
17 **and**) *(Cal. Health & Safety Code § 25249.6 et seq.)*
18)
19 **LOWE’S HIW INC.,**)
20 **LG SOURCING INC; AND,**)
21 **DOES 1 -25 INCLUSIVE**)
22 **Defendant.**)

23 **NATURE OF THE ACTION**

24 1. This Complaint is a representative action brought by plaintiff Evelyn Wimberley,
25 in the public interest of the citizens of the State of California, to enforce the people’s right to be
26 informed of the dangers from exposures to carbon monoxide, (hereafter “Listed Chemical”).

27 2. By this Complaint, plaintiff seeks to remedy DEFENDANTS continuing failures to
28 warn California citizens about their exposure to the Listed Chemical produced as a result of
combustion during the normal and intended use of the Garden Treasures Fire Pit

1 (UPC883432102067), (hereafter "Product(s)"), that the DEFENDANTS manufactured,
2 distributed and sold, in the State of California and Products that DEFENDANTS continue to
3 manufacture, distribute and offer for sale in the State of California.

4 3. High levels of Listed Chemical are common combustion byproducts produced
5 during the normal and intended use of the PRODUCT that DEFENDANTS manufacture,
6 distribute and/or offer for sale to consumers throughout the State of California.

7 4. Under California's Safe Drinking Water and Toxic Enforcement Act of 1986,
8 California Health & Safety Code § 25249.6 et seq. (Proposition 65), "No person in the course of
9 doing business shall knowingly and intentionally expose any individual to a chemical known to
10 the state to cause cancer or reproductive toxicity without first giving clear and reasonable
11 warning to such individual..." (*Cal. Health & Safety Code § 25249.6.*)

12 5. California identified and listed Carbon Monoxide as a chemical known to cause
13 birth defects and other reproductive harm. Carbon Monoxide became subject to the warning
14 requirements of Proposition 65 for developmental toxicity beginning on July 1, 1989. (*27 CCR §*
15 *27002; Cal. Health & Safety Code § 25249.6.*)

16 6. DEFENDANT'S past and continuing failure to warn consumers and/or other
17 individuals in the State of California about their exposure to the LISTED CHEMICAL in
18 conjunction with DEFENDANT'S sale of the PRODUCTS is a violation of Proposition 65 and
19 subjects DEFENDANTS to enjoinder of such conduct as well as civil penalties for each such
20 violation.

21 7. For DEFENDANT'S violations of Proposition 65, Plaintiff seeks preliminary
22 injunctive and permanent injunctive relief to compel DEFENDANTS to provide purchasers or
23 users of the PRODUCTS with the required warning regarding the health hazards of the LISTED
24 CHEMICAL. (*Cal. Health & Safety Code § 25249.7(a).*)

25 8. Plaintiff also seeks civil penalties against DEFENDANTS for their violations of
26 Proposition 65, as provides for by California Health & Safety Code § 25249.7(b).
27
28

1 **PARTIES**

2 9. Plaintiff Evelyn Wimberley is a citizen of the City of Redondo Beach, County of
3 Los Angeles, in the State of California, who is dedicated to protecting the health of California
4 citizens through the elimination o reduction of toxic exposures from consumer products, and
5 brings this action in the public interest pursuant to California Health & Safety Code § 25249.7.

6 10. Defendant Lowe’s HIW, Inc (“Lowe’s or "DEFENDANTS") is a person doing
7 business within the meaning of California Health & Safety Code Sec. 25249.11.

8 11. Defendant Lowe’s manufactures, distributes, and/or offers the PRODUCTS for
9 sales or use in the State of California or implies by its conduct that it manufactures, distributes
10 and/or offers the PRODUCTS for sale or use in the State of California.

11 12. Defendant LG Sourcing, Inc (“LG” or “DEFENDANTS”) is a person doing
12 business within the meaning of California Health & Safety Code Sec. 25249.11.

13 13. Defendant LG manufactures, distributes, and/or offers the PRODUCTS for sales or
14 use in the State of California or implies by its conduct that it manufactures, distributes and/or
15 offers the PRODUCTS for sale or use in the state of California.

16 **VENUE AND JURISDICTION**

17 14. Venue is proper in the San Diego County Superior Court, pursuant to Code of
18 Civil Procedure § 394, 495, 395.5, because this Court is a court of competent jurisdiction,
19 because one or more instances of wrongful conduct occurred, and continues to occur, in the
20 County of San Diego and/or because DEFENDANTS conducted, and continue to conduct,
21 business in this County with respect to the PRODUCTS.

22 15. The California Superior Court has jurisdiction over this action pursuant to
23 California Constitution Article VI, § 10, which grants the Superior Court “original jurisdiction in
24 all causes except those given by statute to other trial courts.” The statute under which this action
25 is brought does not specify any other basis of subject matter jurisdiction.

26 16. The California Superior Court has jurisdiction over DEFENDANTS based on
27 plaintiff’s information and good faith belief that each defendant is a person, firm, corporation or
28 association that either are citizens of the State of California, have sufficient minimum contacts in

1 the State of California, or otherwise purposefully avail themselves of the California market.
2 DEFENDANTS' purposeful availment renders the exercise of personal jurisdiction by California
3 courts consistent with traditional notions of fair play and substantial justice.

4 **FIRST CAUSE OF ACTION**

5 **(Violation of Proposition 65 – Against Defendant)**

6 17. Plaintiff realleges and incorporates by reference, as if full reference, as if full set
7 forth herein, Paragraphs 1 through 19, inclusive.

8 18. The citizens of the State of California have expressly stated in the Safe Drinking
9 Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.5, et seq.
10 (Proposition 65) that they must be informed “about exposures to chemicals that cause cancer,
11 birth defects and order reproductive harm.” (*Cal. Health & Safety Code § 25249.6.*)

12 19. Proposition 65 states, “No person in the course of doing business shall knowingly
13 and intentionally expose any individual to a chemical known to the state to cause cancer or
14 productive toxicity without first giving clear and reasonable warning to such individual (*Id.*)”

15 20. On or about June 30, 2015 , a sixty-day notice violation, together with the requisite
16 certificate of merit, was provided to DEFENDANTS and various public enforcement agencies
17 stating that as a result of the DEFENDANTS' sales of the PRODUCTS, purchasers and users in
18 the State of California were being exposed to the LISTED CHEMICAL resulting from the
19 reasonably foreseeable use of the PRODUCTS, without the individual purchasers and users first
20 having been provided with a “clear and reasonable warning” regarding such toxic exposures.

21 21. On or about September 4, 2015 the sixty-day notice violation was amended to
22 withdraw carbon black as a violating chemical.

23 22. DEFENDANTS have engaged in the manufacture, distribution and/or offering of
24 the PRODUCTS for sale or use in violation of California Health & Safety Code § 25249.6 and
25 DEFENDANTS' manufacture, distribution and/or offering of the PRODUCTS for sale or use in
26 violation of California Health & Safety Code § 25249.6 has intentionally continued to occur
27 beyond DEFENDANTS' receipt of Plaintiff's sixty-day notice of violation. Plaintiff further
28 alleges and believes that such violations will continue to occur into the future.

1 23. After receipt of the claims asserted in the sixty-day notices of violation, the
2 appropriate public enforcement agencies failed to commence and diligently prosecute a cause of
3 action against DEFENDANTS under Proposition 65.

4 24. The PRODUCTS manufactured, distributed, and/or offered for sale or use in
5 California by DEFENDANTS expose users to the LISTED CHEMICALS above the allowable
6 state limits.

7 25. DEFENDANTS knew or should have known that the PRODUCTS manufactured,
8 distributed, and/or for sale or use in California would expose users to the LISTED CHEMICAL.

9 26. The PRODUCTS, through normal use produces the LISTED CHEMICAL in such
10 a way as to expose individuals to the LISTED CHEMICAL through inhalation, dermal contact
11 and/or ingestion during the reasonably foreseeable use of the PRODUCTS.

12 27. The normal and reasonably foreseeable use of the PRODUCTS has caused and
13 continues to cause consumer exposures to the LISTED CHEMICAL, as such exposure is defined
14 by 27 CCR§ 25602(b).

15 28. DEFENDANTS had knowledge that the normal and reasonably foreseeable use of
16 the PRODUCTS would expose individuals to the LISTED CHEMICAL.

17 29. DEFENDANTS intended that such exposures to the LISTED CHEMICAL from
18 the reasonably foreseeable use of the PRODUCTS would occur by their deliberate, non-
19 accidental participation in the manufacture, distribution and/or offer for sale or use of
20 PRODUCTS to individuals in the State of California.

21 30. DEFENDANTS failed and continue to fail to provide a “clear and reasonable
22 warning” to those consumers and/or other individuals in the State of California who were or who
23 could become exposed to the LISTED CHEMICAL during the reasonably foreseeable use of the
24 PRODUCTS.

25 31. Contrary to the express policy and statutory prohibition of Proposition 65, enacted
26 directly by California voters, individuals exposed to the LISTED CHEMICAL resulting from the
27 reasonably foreseeable use of the PRODUCTS, sold by DEFENDENT without a “clear and
28

1 reasonable warning,” have suffered, and continue to suffer, irreparable harm, for which harm
2 they have no plain, speedy or adequate remedy at law.

3 32. As a consequence of the above-described acts, each DEFENDANT is liable for a
4 maximum civil penal of \$2,500 per day for each violation pursuant to California Health & Safety
5 Code § 25249.7(b).

6 33. As a consequence of the above-described acts, California Health & Safety Code §
7 25249.7(a) also specifically authorizes the Court to grant injunctive relief against
8 DEFENDANTS.

9 34. Wherefore, plaintiff prays for judgment against DEFENDANTS as set forth
10 hereinafter.

11 **PRAYER FOR RELIEF**

12 Wherefore, plaintiff prays for judgment against DEFENDANTS as follows:

13 1. That the Court, pursuant to California Health & Safety Code § 25249.7(b), assess
14 civil penalties against DEFENDANTS, in the amount of \$2,500 per day for each violation
15 alleged herein;, pursuant to

16 2. That the Court, pursuant to California Health & Safety Code § 25249.7(a),
17 preliminarily and permanently enjoin DEFENDANTS from manufacturing, distributing or
18 offering the PRODUCTS for sale or use in California, without providing “clear and reasonable
19 warnings” as detailed by 27 CCR § 25601, as to the harms associated with exposures to the
20 LISTED CHEMICAL;


21 3. That the Court grant plaintiff his reasonable attorneys’ fees and cost of suit; and

22 4. That the Court grant such other and further relief as may be just and proper.

23
24
25 Dated: 3/14/16

Respectfully Submitted,

Law Offices of Stephen Ure, PC.

26
27 By: 
28 Stephen Ure, Esq.
Attorney for Plaintiff



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2016-00008397-CU-NP-NC CASE TITLE:
Wimberley vs. Lowes HIW Inc

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 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 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 or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at 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.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 325 S. Melrose MAILING ADDRESS: 325 S. Melrose CITY, STATE, & ZIP CODE: Vista, CA 92081-6695 BRANCH NAME: North County	<i>FOR COURT USE ONLY</i>
PLAINTIFF(S): Evelyn Wimberley	
DEFENDANT(S): Lowes HIW Inc et.al.	
SHORT TITLE: WIMBERLEY VS. LOWES HIW INC	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2016-00008397-CU-NP-NC

Judge: Jacqueline M. Stern

Department: N-27

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.

JUDGE OF THE SUPERIOR COURT

Dated: 03/14/2016

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

STREET ADDRESS: 325 S Melrose DRIVE
 MAILING ADDRESS: 325 S Melrose DRIVE
 CITY AND ZIP CODE: Vista, CA 92081-6695
 BRANCH NAME: North County
 TELEPHONE NUMBER: (760) 201-8027

PLAINTIFF(S) / PETITIONER(S): Evelyn Wimberley

DEFENDANT(S) / RESPONDENT(S): Lowes HIW Inc et.al.

WIMBERLEY VS. LOWES HIW INC

**NOTICE OF CASE ASSIGNMENT
and CASE MANAGEMENT CONFERENCE**

CASE NUMBER:
37-2016-00008397-CU-NP-NC

CASE ASSIGNMENT

Judge: Jacqueline M. Stern

Department: N-27

COMPLAINT/PETITION FILED: 03/14/2016

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	11/18/2016	09:00 am	N-27	Jacqueline M. Stern

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 for rules and procedures or contact the Court's eFiling vendor at 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>