

SUPERIOR COU. OF CALIFORNIA, COUNTY OF SANTA CLARA
CASE MANAGEMENT CONFERENCE MINUTE ORDER
A.D.R. ADMINISTRATOR E. STRICKLAND

PAGE: 1

Reporter: _____ Clerk: DIANE GRECO Bailiff: RICHARD ALLEN

For: 1/08/02 Tuesday Dept: 02

67. 3:00 PM Case: CV801252 LANDMARK EDUCATION v DOES 1 THROUGH 20
Type: CIVIL PETITION Date Filed: 09/06/01
Event: CASE MANAGEMENT CONFERENCE
Event Disp: 11/01/01 VACATED; DISMISSAL FILED

PLNTFF: LANDMARK EDUCATION CORPORATION ATTY: WHYMAN, MEGAN R.
DEFT: DOES 1 THROUGH 20

=====CMC09
[] NO APPEARANCE; SET OSC: Dismissal next available date; court to notice.
PRESENT IN COURT: SEE NAMES CHECKED ABOVE.

[] NO APPEARANCE;
THE COURT ORDERS THIS CASE:

[] Set for further CMC on ____/____/____ at [] 10 am [] 11 am
ADR: [] Designated a Judicial Arbitration Case per Rule 6, sec. F4(c)(iii)
[] to be at issue _____
[] to Judicial Arbitration [] Ordered to [] all parties stip to
[] To non-judicial arbitration per stip. [] Uninsured Motorist.
[] Referred to mediation per agreement of parties under CCP638.

STAYED pursuant to CCP1281.4 pending contractual arbitration/mediation.
[] Discovery to remain open until [] 30 [] _____ days before trial.
[] SETTLEMENT reported [] unconditional [] conditional [] in progress
[] SET FOR 225 Dismissal [] next available date: [] _____

[] TRIAL: [] Court [] Jury Trial ____/____/____ 8:45 am; Nbr days ____
Jury demanded by _____ Reserved by _____
Settlement Conf. on Wed. prior to trial [] No further settlement
[] Court declares case to be a [] Class 1 [] Class 2 [] Class 3 action.
[] Set for _____ on ____/____/____/ at ____ am/pm
[] NOTICE: [] WAIVED [] BY COURT [] BY _____
[] ARBITRATION EXTENSION granted for [] 30 [] 60 [] 90 [] _____ days.
[] OTHER: _____

11/1/01

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): DAVID HENRY DOLKAS (SBN #111080) MEGAN R. WHYMAN (SBN #191218) GRAY CARY WARE & FREIDENRICH LLP 1755 Embarcadero Road Palo Alto, CA 94303 ATTORNEY FOR (Name): Plaintiff	TELEPHONE NO.: (650) 833-2000	FOR COURT USE ONLY FILED 2001 NOV -1 PM 2:38 KIRI TORRE CHIEF EXECUTIVE OFFICER/CLERK SUPERIOR COURT OF CA COUNTY OF SANTA CLARA BY _____ DEPUTY <i>Ann Vizconde</i>
Insert name of court and name of judicial district and branch court, if any: SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA		
PLAINTIFF/PETITIONER: LANDMARK EDUCATION CORPORATION DEFENDANT/RESPONDENT: DOES 1 through 20		
REQUEST FOR DISMISSAL <input type="checkbox"/> Personal Injury, Property Damage, or Wrongful Death <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <input type="checkbox"/> Family Law <input type="checkbox"/> Eminent Domain <input checked="" type="checkbox"/> Other (specify): Intentional Interference		CASE NUMBER: CV801252


— A conformed copy will not be returned by the clerk unless a method of return is provided with the document. —

1. TO THE CLERK: Please dismiss this action as follows:
- a. (1) With prejudice (2) Without prejudice
- b. (1) Complaint (2) Petition
 (3) Cross-complaint filed by (name):
 (4) Cross-complaint filed by (name):
 (5) Entire action of all parties and all causes of action
 (6) Other (specify):*

on (date):
on (date):


Date: November 1, 2001

Megan R. Whyman
 (TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)
 * If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.


 (SIGNATURE)
 Attorney or party without attorney for:
 Plaintiff/Petitioner Defendant/Respondent
 Cross-complainant

2. TO THE CLERK: Consent to the above dismissal is hereby given.**
 Date:

.....
 (TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)
 ** If a cross-complaint - Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581(f) or (j).


 (SIGNATURE)
 Attorney or party without attorney for:
 Plaintiff/Petitioner Defendant/Respondent
 Cross-complainant

(To be completed by clerk)

3. Dismissal entered as requested on (date): **NOV 01 2001**
4. Dismissal entered on (date): _____ as to only (name): _____
5. Dismissal not entered as requested for the following reasons (specify): **NOV 01 2001**
6. a. Attorney or party without attorney notified on (date):
 b. Attorney or party without attorney not notified. Filing party failed to provide
 a copy to conform means to be conformed

Date: **NOV 01 2001**


KIRI TORRE
CHIEF EXECUTIVE OFFICER/CLERK
 Clerk, by _____, Deputy

CM

1 DAVID HENRY DOLKAS (Bar No. 111080)
MEGAN R. WHYMAN (Bar No. 191218)
2 **GRAY CARY WARE & FREIDENRICH LLP**
1755 Embarcadero Road
3 Palo Alto, CA 94303-3340
Tel: 650-833-2000
4 Fax: 650-320-7401

5 Attorneys for Plaintiff
LANDMARK EDUCATION CORPORATION
6

FILED

2001 SEP -6 PM 1:07

KIRI DE
CHIEF EXECUTIVE OFFICER/CLERK
SUPERIOR COURT OF CA
COUNTY OF SANTA CLARA
BY Ann Vizconde DEPUTY

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
9

10 LANDMARK EDUCATION
CORPORATION,

11 Plaintiff,

12 v.

13 DOES 1 through 20,

14 Defendants.
15

CASE NO. CV 801252

**COMPLAINT FOR INTENTIONAL
INTERFERENCE WITH PROSPECTIVE
ECONOMIC ADVANTAGE AND
DEFAMATION**

16
17 Plaintiff, LANDMARK EDUCATION CORPORATION, hereby alleges as follows:

18 **PARTIES AND VENUE**

19 1. Plaintiff LANDMARK EDUCATION CORPORATION ("Landmark") is, and at
20 all times mentioned herein was, a California corporation with its principal place of business in
21 San Francisco, California.

22 2. Plaintiff is informed and believes, and on that basis alleges, that one or more of the
23 Defendants are, and were at times relevant herein, either residents of the State of California,
24 doing business in the State of California, or otherwise engaging in activity creating sufficient
25 contact with the State of California to give rise to personal jurisdiction.

26 3. Plaintiff is informed and believes, and on that basis alleges, that venue is proper in
27 this County because at least one Defendant engaged in the conduct alleged herein within the

28 //

1 County of Santa Clara and the Internet Service Provider hosting the statements alleged herein,
2 Yahoo, Inc., is located in Santa Clara County.

3 4. Plaintiff is ignorant of the true names and capacities of the Defendants, who are
4 sued herein as Does 1 through 20 inclusive, and therefore sues these Defendants by fictitious
5 names. Plaintiff will amend this complaint to allege the Defendants' true names and capacities
6 when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the
7 fictitiously named Defendants is responsible in some manner for the occurrences alleged herein,
8 and that Plaintiff's damages as herein alleged were caused by such Defendants.

9 5. Plaintiff is informed and believes, and on that basis alleges, that at all times
10 mentioned herein, each of the Defendants was the agent of each of the remaining Defendants, and
11 in doing the things hereinafter alleged, was acting within the course and scope of such agency and
12 with the permission and consent of the other Defendants.

13 6. Upon discovering the true identities of the Defendants, and each of them, Plaintiff
14 intends to amend this complaint to add additional allegations of fact, causes of action, and
15 requests for damages and other relief, as needed.

16 COMMON ALLEGATIONS

17 7. Plaintiff Landmark offers programs and curricula to individuals, organizations,
18 communities and institutions through its 58 offices worldwide. Program participants normally
19 pay a tuition fee for each program.

20 8. Plaintiff Landmark is informed and believes, and on that basis alleges, that
21 Defendants are seeking to interfere with and damage the prospective economic relationship
22 between Landmark and its program volunteers, program participants and potential program
23 participants by disseminating false and defamatory e-mail messages to Landmark's volunteers
24 and participants.

25 9. Plaintiff has a prospective economic relationship with its program volunteers and
26 the actual and potential program participants.

27 10. Plaintiff is informed and believes, and on that basis alleges, that starting on or
28 about August 27, 2001, Defendants sent a libelous and defamatory email message (the "Email

1 Message”) to a large number of Landmark program volunteers, participants and prospective
2 participants. A true and correct copy of the Email Message is attached hereto as Exhibit A.

3 11. The Email Message includes a number of false statements concerning Landmark
4 and its programs, including false allegations that Landmark is a cult and that Landmark engages
5 in sleep deprivation, food deprivation and humiliation as coercive tactics.

6 12. Plaintiff is informed and believes, and on that basis alleges, that one or more of the
7 Defendants has authored and disseminated the false and defamatory e-mail messages using a
8 Yahoo.com e-mail account alias of “landmarkblows@yahoo.com.”

9 **FIRST CAUSE OF ACTION**

10 **(Intentional Interference with Prospective Economic Advantage)**

11 **(Against All Defendants)**

12 13. Plaintiff realleges and incorporates paragraphs 1 through 12 as though fully set
13 forth herein.

14 14. Plaintiff is informed and believes, and on that basis alleges, that Defendants have
15 intentionally engaged in the activities described herein for the purpose of interfering with the
16 prospective economic relationships between Plaintiff and its program volunteers, program
17 participants and potential program participants, among other reasons.

18 15. Plaintiff is informed and believes, and on that basis alleges, that Defendants will
19 continue to disseminate false and defamatory e-mail messages concerning Plaintiff unless they
20 are enjoined from doing so by the Court.

21 16. Plaintiff is informed and believes, and on that basis alleges, that Defendants will
22 interfere with Plaintiff’s prospective economic relationship with program volunteers and
23 participants by additional means unless they are enjoined from doing so by the Court.

24 17. Plaintiff is informed and believes, and on that basis alleges, that further
25 interference by Defendants will further disrupt Plaintiff’s business by discouraging enrollment in
26 Plaintiff’s programs and preventing or interfering with program volunteers’ performance of their
27 duties for the benefit of Landmark and its programs, among other disruptive effects.

28 //

1 18. Plaintiff is informed and believes, and on that basis alleges, that the Defendants,
2 and each of them, are guilty of fraud, oppression and malice in connection with their intentional
3 interference with Plaintiff's prospective economic relationships.

4 19. Plaintiff is informed and believes, and on that basis alleges, that Plaintiff has
5 suffered damage as a result of Defendants' intentional interference in an amount to be proven at
6 trial, but believed to be in excess of \$25,000.

7 **SECOND CAUSE OF ACTION**

8 **(Defamation)**

9 **(Against All Defendants)**

10 20. Plaintiff realleges and incorporates paragraphs 1 through 19 as though fully set
11 forth herein.

12 21. Plaintiff is informed and believes, and thereon alleges, that Plaintiff has at all times
13 enjoyed a good reputation.

14 22. Plaintiff is informed and believes, and on that basis alleges, that Defendants, and
15 each of them, have intentionally invaded the interest in reputation of Plaintiff as a result of the
16 libelous Email Message.

17 23. Plaintiff is informed and believes, and on that basis alleges, that the statements
18 within the Email Message are false and have a tendency to injure Landmark in its occupation and
19 livelihood, expose Landmark to contempt, ridicule and disgrace, and are likely to cause
20 Landmark to be shunned or avoided by volunteers, participants and/or potential participants.

21 24. Plaintiff is informed and believes, and on that basis alleges, that the Email
22 Message is libelous on its face.

23 25. Plaintiff is informed and believes, and on that basis alleges, that the average
24 reader of the Email Message would regard it as a defamatory publication.

25 26. Plaintiff is informed and believes, and on that basis alleges, that no privilege
26 applies to the libelous and defamatory statements made by Defendants.

27 27. Plaintiff is informed and believes, and on that basis alleges, that Defendants will
28 continue to defame Plaintiff unless they are enjoined from doing so by the Court.

1 28. Plaintiff is informed and believes, and on that basis alleges, that the Defendants,
2 and each of them, are guilty of fraud, oppression and malice in connection with their intentional
3 actions to defame Plaintiff.

4 29. Plaintiff is informed and believes, and on that basis alleges, that Plaintiff has
5 suffered damage as a result of Defendants' defamation in an amount to be proven at trial, but
6 believed to be in excess of \$25,000.

7 **PRAYER FOR RELIEF**

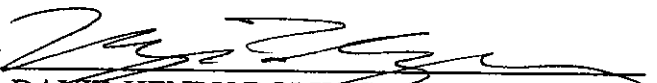
8 WHEREFORE, Plaintiff prays for judgment as follows:

- 9 1. An injunction that Defendants refrain from the unlawful and defamatory acts and
10 intentional interference alleged above;
- 11 2. For damages according to proof at the time of trial, but believed to be in excess of
12 \$25,000;
- 13 3. For exemplary damages according to proof at the time of trial;
- 14 3. For costs of suit; and
- 15 4. For such other and further relief as the court deems proper.

16 Dated: September 6, 2001

17 Respectfully submitted,

18 GRAY CARY WARE & FREIDENRICH LLP

19
20 By 
21 DAVID HENRY DOLKAS
22 MEGAN R. WHYMAN
23 Attorneys for Plaintiff
24 LANDMARK EDUCATION CORPORATION
25
26
27
28

Subj: A Breakthrough for everyone
Date: 8/27/01 12:02:43 PM Pacific Daylight Time
From: landmarkblows@yahoo.com (landmark blows)
To: blah@blah.com

Or, rather, a chance for all of you to ditch your
"landmark forum racket" for a real life...

The Forum

Landmark employs a well-tested and highly refined formula to get your money. Their methodology is neither proprietary nor unique, and is described in any scholarly work about cult dynamics.

The invitation

Recruitment is via invitation from a trusted friend, so you start out with a very open mind. This is much more effective than seeing an ad in the newspaper. In fact, Landmark does not buy advertising--instead they rely on the powerful word-of-mouth advertising from

their members. Usually advertising eats into a company's profits, but not in Landmark's case.

The speakers

Landmark's forum speakers are charismatic, that is, they are very good at being persuasive. They appear believable, trustworthy, caring, intelligent, and worthy of admiration. They are well-paid, highly trained professionals, selected for their speaking abilities. These are the only paid employees you'll see at a Landmark Forum.

The "volunteers"

The member-volunteers you meet, including the friend who brought you, are sincere in their belief that Landmark is good for you. They have been convinced themselves, and are being strongly encouraged to convince others. In fact, Landmark assigns them recruitment homework, as spreading the word is an integral part of their growth as a member. They are encouraged to take Landmark as far as possible by attending course after course, each costing hundreds of dollars. At these meetings, members are trained how to recruit.

The psychology

Landmark preys on people with low self esteem or who are somewhat depressed or dissatisfied--in other words, the majority of the population. People are looking for answers and Landmark claims to have all of them. They begin with what I call the "christmas present."

The Christmas Present

Imagine seeing a box under the Christmas tree. It's very nicely wrapped, undoubtedly placed there by someone who cares about you. It's a very large box and has a note saying "Something very special, just for you." You can only guess what's inside, but you know it's got to be something very special indeed. You can't wait to unwrap it because you know it will make you happy.

This is how Landmark gets you interested--by telling you it has something you want without actually giving you a single detail about what it is. Consider the name, "Landmark Forum." What does it mean? Absolutely nothing. This was also true of their previous name,

"Est," and of a Landmark offshoot which you may have heard of: "Dianetics."

Landmark Forum is an empty box to be filled with treasures that only your imagination can provide. This is a popular advertising technique. Think of that car commercial where you get only tantalizing glimpses of the "stunningly redesigned" product. You get no specific details, only a vague framework upon which to place your wildest dreams of what you want the product to be. It makes you want it even before you really know what it is. That's how Landmark hooks you. Their members are told they must not reveal any information to outsiders about what actually goes on in the meetings because that will somehow ruin their benefit. In truth it would just undermine Landmark's recruitment strategy and eat into their profits.

Breaking you down

Once you're hooked into attending your first Forum, the psychological work begins in earnest. This where Landmark borrows heavily from successful cult operations--operations that have been powerful enough to lead people to take their own lives in the name of the cult, like Heaven's Gate. Of course Landmark has no interest in mass suicide--they want hordes of live, happy, paying customers. Remember, Landmark's sole purpose is to collect money.

Your weekend Forum is three consecutive full days plus an extra evening. The schedule is 9 am to midnight each day. No food is provided. Breaks are three hours apart, and you are told that if you take an unscheduled break--even for the restroom--you will ruin the experience and not get the benefit for which you have paid. The idea is to create physical and mental discomfort by exposing you to marathon sessions. Such a schedule inhibits critical thinking and impairs mental alertness (true adult education professionals recommend breaks at least every 50 minutes to keep participants alert).

When you finally get home you are exhausted, it's after midnight, and yet you have a homework assignment (usually some sort of writing). And you have to be finished and back in session early the next morning. There is little time for sleep. Sleep deprivation is a common technique that cult leaders use to make

people's minds malleable and highly open to suggestion. Prisoners of war are routinely subjected to sleep deprivation in the hopes they will reveal secrets to their captors.

Another borrowed technique is public humiliation. You'll be coaxed into getting up in front of the entire group of 150 people to spill your guts, revealing your deepest and most embarrassing secrets. This often reduces people to tearful sobbing, which is amplified by the microphone. Again, if you don't do it you're sabotaging your benefit. This activity is designed to break whatever self esteem you have left and leave you desperate for something to depend on.

That something is Landmark. Exhausted, feeling worthless and helpless (but also hopeful for rescue), a charismatic speaker tells you there is an answer, that Landmark can give you the power to make yourself strong again, to make you feel good again. You've already been told that the life you've been living is unworthy, hopeless, and born of ignorance. You've even been convinced that your family, friends, and lovers are also ignorant and suffering from not knowing the benefit of Landmark. You'll believe almost anything at this point.

They don't have to convince you to go out and kill yourself--there's no need to go that far. All they have to do is convince you there's a reasonable likelihood that Landmark, through its special "technology" that no one else has, can fix you. And on the final evening you'll have your poor ignorant friends and relatives along so that Landmark can offer to fix them too. And of course you'll need to spend another \$700 or so for your next "advanced" course.

Denying reality

The only way Landmark can keep you paying is to keep you in the dark about the reality of what Landmark really is. So in a very clever twist, Landmark's mysterious technology, the one you use to make yourself happy, is centered around denying reality--pretending things are something they are not. Now here's the twist: the fantasy that Landmark helps you construct includes Landmark membership itself as its basis. Once you have become dependent on the fantasy, you will go into debt, if necessary,

attending courses and giving up your time as an unpaid "volunteer." All this because without Landmark, the unthinkable could happen: your fantasy would collapse, and you would feel the way did during those first marathon sessions.

Building the fantasy

With Landmark's help, you can look at a bad situation and through a fairly simple exercise draw conclusions about it that make you feel good. You use the power of creative interpretation to infer positive outcomes. Essentially you just make up your own reality by selectively ignoring the facts in front of you. Got a bad performance review at work? Well forget about that and remember the time last year when your boss said "Good work." Problem solved!

At Landmark you have hundreds of peers telling you it's perfectly ok to think this way, that it's ok to automatically assume, for example, that it's your partner's problems, not yours, that's causing strife in your relationship. Why face problems if you can simply decide they don't exist?

Yup, there's more where this came from. Stay tuned. And remember - One of the most beautiful experiences in life is inquisitive learning. That and being in control of your own destiny. They go hand in hand. Think about it.

Do You Yahoo!?

Make international calls for as low as \$.04/minute with Yahoo! Messenger
<http://phonecard.yahoo.com/>

----- Headers -----
Return-Path: <landmarkblows@yahoo.com>
Received: from rly-yd04.mx.aol.com (rly-yd04.mail.aol.com [172.18.150.4]) by air-yd01.mail.aol.com (v80.17) with ESMTTP id MAILINYD12-0827150243 ; Mon, 27 Aug 2001 15:02:43 -0400
Received: from web20309.mail.yahoo.com (web20309.mail.yahoo.com [216.136.226.90]) by rly-yd04.mx.aol.com (v80.17) with ESMTTP id

MAILRELAYINYD48-0827150221; Mon, 27 Aug 2001 15:02:21 -0400
Message-ID: <20010827190218.90145.qmail@web20309.mail.yahoo.com>
Received: from [165.121.124.192] by web20309.mail.yahoo.com via HT
TP; Mon, 27
Aug 2001 12:02:18 PDT
Date: Mon, 27 Aug 2001 12:02:18 -0700 (PDT)
From: landmark blows <landmarkblows@yahoo.com>
Subject: A Breakthrough for everyone
To: blah@blah.com
MIME-Version: 1.0
Content-Type: text/plain; charset=us-ascii

<HTML>

{HTML code deleted - GL}

□

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):
DAVID HENRY DOLKAS (SBN #111080)
MEGAN R. WHYMAN (SBN #191218)
GRAY CARY WARE & FREIDENRICH LLP
1755 Embarcadero Road
Palo Alto, CA 94303
TELEPHONE NO.: (650) 833-2000 FAX NO.: (650) 320-7401
ATTORNEY FOR (Name): Plaintiff

FOR COURT USE ONLY
FILED
2001 SEP -6 PM 1:07
KIRI TORE
CHIEF CLERK / CLERK
SUPERIOR COURT OF CA
COUNTY OF SANTA CLARA
DEPUTY

INSERT NAME OF COURT, JUDICIAL DISTRICT, AND BRANCH COURT, IF ANY:
Santa Clara County Superior Court
191 No. First Street
San Jose California

CASE NAME:
LANDMARK EDUCATION CORPORATION v. DOES 1 through 20

CIVIL CASE COVER SHEET
 Limited Unlimited

Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant
(Cal. Rules of Court, rule 1811)

CASE NUMBER:
ASSIGNED JUDGE: CV 801252

Please complete all five (5) items below.

1. Check one box below for the case type that best describes this case:
- | | | |
|---|--|--|
| <input type="checkbox"/> Auto Tort
<input type="checkbox"/> Auto (22) | <input type="checkbox"/> Other employment (15) | <input type="checkbox"/> Writ of mandate (02) |
| <input type="checkbox"/> Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Collections (e.g., money owed, open book accounts) (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37) | <input type="checkbox"/> Other judicial review (39) |
| Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (e.g., discrimination, false arrest) (08)
<input checked="" type="checkbox"/> Defamation (e.g., slander, libel) (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (e.g., legal malpractice) (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35) | Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (e.g., quiet title) (26) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Claims involving mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Toxic tort/Environmental (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) |
| Employment
<input type="checkbox"/> Wrongful termination (36) | Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38) | Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (e.g., sister state, foreign, out-of-county abstracts) (20) |
| | Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11) | Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42) |
| | | Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other Petition (not specified above) (43) |

2. This case is is not complex under rule 1800 of the California Rules of Court. If case is complex, mark the factors requiring exceptional judicial management:

- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination and related actions pending in one or more courts in other counties, states or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial post-disposition judicial disposition |

3. Type of remedies sought (check all that apply):
a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Two (2)

5. This case is is not a class action suit.

Date: September 6, 2001
MEGAN R.. WHYMAN (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, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 982.2.)
• File this cover sheet in addition to any cover sheet required by local court rule.
• If this case is complex under rule 1800 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.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

CV 801252

CASE NUMBER: _____

NOTICE TO LITIGANTS

1. **Service.** Timely filing and service of pleadings is required. A copy of this notice, the attached ADR *Information Sheet*, and a *Case Management Conference Questionnaire and At-Issue Memorandum* shall be served with a complaint or cross-complaint. (Local Rule 1.1C)

2. **Rules and Forms.** All parties are required to know the Local and State Rules of Court and to use proper forms. State Rules and Judicial Council forms are available on the Internet: www.courtinfo.ca.gov/forms or [/rules](http://www.courtinfo.ca.gov/rules). All forms and local rules may be purchased through:

Forms and Local Rules:
Rose Printing Company
49 North First Street
San Jose, CA 95113
408-293-8177

Local Rules:
San Jose Post-Record
90 North First Street, Suite 100
San Jose, CA 95113
408-287-4866

3. **Assignment.** Your case has been assigned to Judge Elfving, Dept. 2 for all purposes, except trial.

4. **Case Management Conference.** The Case Management Conference has been scheduled as follows: Before the ADR Administrator _____ Before your Assigned Judge

DATE: JAN 08 2002 TIME: 3:00 p.m. DEPT.: 2

Parties are required to meet and confer no later than 30 calendar days before the Case Management Conference. A completed *Case Management Questionnaire and At-Issue Memorandum* stating that the parties have met as required shall be filed and served at least 5 calendar days before the Case Management Conference. (California Rule of Court 212)

Counsel for each party and each party appearing in propria persona shall attend the Case Management Conference and shall be familiar with the case and be fully prepared to discuss all pre-trial matters stated in Local Rule 1.1F(4) including alternative dispute resolution (ADR) [Local Rule 1.1F(2)]. The Court shall evaluate each case as provided in California Rules of Court, Rule 2106 and make appropriate pre-trial orders. [Local Rule 1.1F(4)]

5. **Requirements for Voluntary Alternative Dispute Resolution (ADR).** Within 20 calendar days of a stipulation to voluntary ADR, the parties shall agree on a provider and on an ADR date. The parties shall confer with the ADR Administrator (408-299-3090) if they cannot agree on a provider. In any event, within the same 20-day period, plaintiff's counsel shall complete and submit to the ADR Administrator an *ADR Notice*, advising the ADR Administrator of the name of the ADR provider and the ADR date. [Local Rule 1.1E(4)]

6. **Sanctions.** Parties and counsel who fail to comply with the above Local Rules will be subject to the imposition of sanctions. (California Rules of Court, Rule 227 and Local Rule 1.1N)