SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

CITY OF RICHMOND; TOM BUTT; COURTLAND BOOZE; and ROES 1 through 20

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE): BRUCE WILLIAMS; and A&D TOWING



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

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.

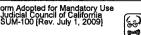
Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte v hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal 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 an	tes de que la corte pueda desechar el caso.	
The name and address of the contra Costa Countra Costa Countra Court Street Martinez, Califor	onte es): ty Superior Court	CASE NUMBER: (Número del Caso) 0 0 6 0
The name, address, and teleph (El nombre, la dirección y el nú Scott E. Jenny 706 Main Street, Martinez, CA 9455	Suite C 925-22	ut an attorney, is: del demandante que no tie g ab parces SOT & Jenny, LLP 28-1265
DATE: (Fecha)	Clerk, by (Secretari	
(For proof of service of this sur (Para prueba de entrega de es	nmons, use Proof of Service of Summons (form Posta citación use el formulario Proof of Service of Sumonice TO THE PERSON SERVED: You are 1. as an individual defendant. 2. as the person sued under the fictitious 3. on behalf of (specify): Tom Bounder: CCP 416.10 (corporation) CCP 416.20 (defunct corporation) CCP 416.40 (association or other (specify):	mmons, (POS-010)). served name of (specify): CCP 416.60 (minor) ration) CCP 416.70 (conservatee)

4. by personal delivery on (date):

www.courtinfo.ca.gov



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11	UNLIMITEI	ED JURISDICTION
12	BRUCE WILLIAMS; and A&D TOWING,) COMPLAINT FOR $C 1 3 - 00060$
13	Plaintiffs,) 1. BREACH OF CONTRACT;
14	vs.) 2. INVERSE CONDEMNATION;
15	CITY OF RICHMOND;) 3. INTENTIONAL INTERFERENCE) WITH CONTRACTUAL RIGHTS
16	TOM BUTT; COURTLAND BOOZE; and ROES 1 through 20,) AND INTERFERENCE WITH
17) PROSPECTIVE ECONOMIC) ADVANTAGE;
18	Defendants.) 4. NEGLIGENT INTERFERENCE
19) WITH CONTRACTUAL RIGHTS _) AND INTERFERENCE WITH
20		PROSPECTIVE ECONOMIC ADVANTAGE;
21	34	5. 42 U.S.C. §1983, VIOLATION OF 14 TH AMENDMENT DUE
22		14 TH AMENDMENT DUE PROCESS;
		6. VIOLATION OF 14 TH
23		AMENDMENT EQUAL PROTECTION RIGHTS; AND
24		7. CONSPIRACY TO VIOLATE
25		PLAINTIFFS' RIGHTS OF DUE PROCESS, RIGHTS OF EQUAL
26		PROTECTION, CONTRACTUAL
27		RIGHTS, AND RIGHTS TO CONDUCT BUSINESS.
28	=	COLLEGE BOSHTEDS.
		-1-

COMPLAINT

INTRODUCTORY PARAGRAPHS

- Plaintiff BRUCE WILLIAMS is the owner of A&D TOWING (hereinafter A&D Tow) at all times relevant herein and owned property rights located in Richmond, California, on which A&D Tow is situated.
- 2. Defendant CITY OF RICHMOND (hereinafter referred CITY) is a public entity organized and existing under the laws of the State of California and is vested with the power of eminent domain for the purposes of acquiring private property for public use.
- 3. Plaintiffs do not know the true names and capacities of defendants sued herein as DOES 1-20, inclusive, and therefore sue these defendants by these fictitious names. Plaintiffs will amend this complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and believe and based thereon allege that each of the fictitiously named defendants is in some manner responsible for the injury and damage to Plaintiffs' alleged herein.
- 4. Plaintiffs are informed and believe and based thereon allege that at all times herein mentioned defendants DOES 1-20 were the agents, servants and employees of their codefendants and in doing the things hereinafter mentioned were acting within the course and scope of their authority as such agents, servants and employees with the permission and consent of their co-Defendants.
- 5. All acts relevant to the allegations in this complaint occurred in Contra Costa County, California, including the entering into of the contract which was breached as set forth below. Therefore jurisdiction in Contra Costa County is proper.

INTRODUCTORY FACTS AND ALLEGATIONS

Plaintiffs refer to and incorporate herein by reference paragraphs 1 through 5 above.

6. On February 21, 2007 Richmond Police started an investigation into a complaint of collusion between Oliver's Tow and A & D Tow. After several meetings and after reviewing documents, they all agreed to a 30 day suspension)although Oliver's Tow and A & D Tow continued to deny any collusion). After serving the agreed upon 30-day suspension, Chief

Magnus blocked both companies from returning to the rotation until A & D Tow was sold to a buyer approved by Chief Magnus. A & D Towing was sold to plaintiff Bruce Williams.

- 7. Oliver's Tow and A&D Tow considered litigation against the City. The dispute was resolved in a written contract (attached hereto as Exhibit A) signed by Oliver's Tow, A&D Tow, and the City of Richmond. After the 30-day suspension, the City of Richmond, Oliver's Tow and A&D Tow entered into a "NON-COLLUSION AGREEMENT" (attached hereto as Exhibit B) which was signed by William Lindsay, City Manager for the City of Richmond. The agreement states generally:
 - A. Oliver's Tow and A&D Tow sought towing services for the City of Richmond;
- B. The City's Tow Services Agreements prohibit collusion between tow company operators;
 - C. The City determined there was collusion between Oliver's Tow and A&D Tow;
 - D. Oliver's Tow and A&D Tow disagreed with that determination;
 - E. The City suspended Oliver's Tow and A&D Tow from the rotation list;
- F. The City made reinstatement to the rotation list contingent upon the sale of one of the companies to a bona fide purchaser;
 - G. A&D Towing was sold;
 - H. Both companies sought reinstatement to the tow rotation list;
 - I. The City had concerns that collusive activities may persist;
- J. Oliver's Tow and A&D Tow will not share any facilities, equipment, management, employees, or space of any kind;
 - K. The City agreed that the lease for the same building did not violate the agreement;
- L. The City shall reinstate Oliver's Tow and A&D Towing to the rotation list effective January 1, 2008; and
- M. The only caveat to the agreement was that the City can suspend them from the rotation list if they are found to be operating in collusion.

- 8. After this agreement was signed by the City of Richmond, no evidence of further collusion was raised to either Oliver's Tow or A&D Tow and both were given a 10 year permit. Thus, according to the settlement and contract, both companies were to remain on the tow rotation list.
- 9. The City of Richmond Police department performed a site inspection at 2800 Radiant Ave. Richmond, Ca. 94801 to determine that both companies did indeed have separate locations. The inspection report concluded that both companies were indeed operating in separate capacities. Upon completion of the inspection of both companies operations City Manager Bill Lindsay issued a written approval and allowing a 10 year lease to A &D Tow.
- began working on the new tow agreement for the coming year. After several round-table meetings with the City, all 6 tow vendors were scheduled to meet at the Richmond Police Department in mid-March 2011 for the final review of the agreement that was going to be presented to the Richmond City Council within the following week. The newly elected council member defendant Courtland Booze attended the mid-March final review round table meeting. Mr. Booze had a prior history in 1999 with Oliver's Tow involving property owned by Mr. Booze, wherein Mr. Booze made it clear he desired to have the City terminate its contract with Oliver's Tow. At the meeting, Mr. Booze made it clear that he was opposed to the new towing agreement and stated that two companies were leaving the rotation. It was determined that Councilmember Booze was going to review and rework the agreement.
- 11. On or about July 15, 2011 there was an incident in Point Richmond involving a tow request by the City of Richmond Police. The Richmond Police Department ordered a tow for a vehicle parked in a clearly-marked "no parking" zone at the Farmers Market. As the Cadet was awaiting the arrival of the tow truck, the registered owner returned to the car. Unaware of the Cadet's conversation with the owner, A & D Tow was directed to tow the vehicle to storage. A & D Tow proceeded to hook up the vehicle and secure it to it's tow vehicle for safe towing when Tom Butt appeared and began to demand the Cadet not tow the vehicle. The Cadet

explained the reason for the removal and Mr. Butt became agitated and ran to the front of the tow truck to block the exit of the tow truck. Mr. Butt demanded the Cadet call her supervisor. Upon the supervisors arrival he conducted a field investigation and determined the Cadet was in compliance and the tow was to proceed. A formal complaint was filed by Mr. Butt, a formal investigation was completed and the findings show there was no wrong doing by any person involved.

12. After the incident Councilmember Butt published comments directed towards A&D Tow including but not limited to the following:

"I asked the driver again to wait a couple of minutes. He rudely refused, and started driving off. I stepped in front of the truck, which caused him to hesitate."

"In a brief discussion, he [a Richmond Police Sergeant] told me it was "policy" that after a ticket was issued, the tow had to proceed, regardless."

"There is no written policy, no law, no ordinance and no regulation that compelled either the Richmond Police Department or A&D Towing to tow that unfortunate woman's car away after she offered to move it. They were all mistaken. They made it all up."

"And there certainly was no policy, no law, no ordinance and no regulation that compelled the tow truck driver to be a complete jerk and to be so inconsiderately rude. In fact, the contract that the tow company has with the City prohibits "rude or discourteous behavior."

"That's not all. The contract under which the tow company has been operating expired a year ago, and it has never been extended or renewed."

"I have also introduced a resolution that would prohibit the City from doing any further business with A&D Towing until it has a valid contract."

- 13. Thereafter, Councilmembers Booze and Butt engaged in attempts to coerce the City of Richmond into cancelling all contracts with A&D Tow and to remove A&D Tow from the rotation list. Plaintiffs are informed that Councilmember Booze and Councilmember Butt had an outside attorney (paid for by Councilmembers Booze and Butt) draft up a new a Tow Agreement targeting A&D Tow.
- 14. The City of Richmond issued a Request for Proposal requiring certain guidelines be met to qualify. The City of Richmond's Business and Professions team performed business

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inspections to verify the information on the Request for Proposal. Upon the findings from the Business and Professions team they advised A & D Tow did not meet the required equipment causing them to be disqualified for the rotation list. The requirements were different than those that existed in 2008 when the City and A&D Tow entered into their litigation settlement contract and different from when A&D Tow was given a 10-year permit.

- 15. On January 13, 2012 a letter was sent advising A & D Tow that they did not qualify for the RFP and as of February 1, 2012 they would no longer tow for the City of Richmond. A & D Tow manager Chris Tallerico made a public records request in regards to the RFP findings. The City did not inspect the other tow companies. On January 18, 2012 Chris Tallerico sent an email to Tim Higares (code enforcement for the City of Richmond) advising him of the violation of the other vendors' equipment and requesting the public records.
- 16. On February 7, 2012 A &D Tow learned that Pinole Police Department and San Pablo Police Department rotation contacts for A &D Tow were deleted from their system. This was because Richmond Police has the master computer for the West County Police agencies. On February 7, 2012 A &D Tow sent a Cease and Desist letter to Chief Magnus in regards to the deletions from the master computer by his employees.
- 17. On February 13, 2012 Chief Magnus responded to the Cease and Desist request A & D Tow submitted for the financial loss of these deletions. The City of Richmond sent a notice to all the surrounding Police Agencies that A & D Tow does business with advising of their termination.
- 18. Thus, despite the settlement contract entered into by Oliver's Tow, A&D Tow and the City of Richmond that absent evidence of collusion the two tow companies would remain in the tow rotation, and despite the 10-year written permit, A&D Tow has been removed from that rotation in breach of the agreement.
- 19. Plaintiffs have suffered losses in business and income directly caused by the actions of all defendants.

FIRST CAUSE OF ACTION:

BREACH OF CONTRACT

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(As against defendant CITY OF RICHMOND only)

Plaintiffs refer to and incorporate herein by reference paragraphs 1 through 19 above.

- 20. Defendant City of Richmond breached and defaulted on the contract and failed to abide by the terms of the contract by failing to allow plaintiffs to remain on the tow rotation.
- 21. Plaintiffs attempted to mitigate their damages but could not because the defendants would not permit them to conduct business with the defendants.
- 22. Defendant City of Richmond was not excused from performing under the contract.
- 23. Plaintiffs fulfilled all of their obligations under the contract during the period of the contract.
- 24. Plaintiffs made a proper Claim for Damages to defendants for all allegations contained herein, and said Claim expired by operation of law.

WHEREFORE, plaintiffs pray judgment against defendants as set forth below.

SECOND CAUSE OF ACTION:

INVERSE CONDEMNATION

(Against Defendant CITYOF RICHMOND only)

Plaintiffs refer to and incorporate herein by reference paragraphs 1 through 24 above.

- 25. Defendant City of Richmond interfered with plaintiffs' contractual rights and property rights by refusing to permit plaintiffs to remain on the City of Richmond tow rotation.
- 26. Defendant City of Richmond caused damage or injury to plaintiffs' right to conduct business in the City of Richmond.
- 27. Defendant City of Richmond made it impossible for plaintiffs to pay their rent for their business because of the City's conduct.

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- The City of Richmond took action which deprived plaintiffs of a property right 28. without payment of just compensation.
- 29. As a proximate, direct and necessary result of the acts of defendant City of Richmond, plaintiffs' property has been taken from plaintiffs without payment of just compensation.
- 30. Upon demand by plaintiffs that defendant City of Richmond pay damages, the City of Richmond has refused and continues to refuse to pay any damages to plaintiffs.
- The financial damage to the plaintiffs began January 13, 2012 and continues to 31. date.
- Plaintiffs have received no compensation for their property rights taken and 32. damaged.
- As a result of the above-described damage to plaintiffs' property rights, plaintiffs 33. have been damaged in an amount to be determined at trial, which is within the jurisdictional limit of this Superior Court, Unlimited Jurisdiction. This damage includes but is not limited to the fair market value of plaintiffs' property taken, lost income, loss of business, loss of business goodwill, and litigation expenses including attorney's fees.
- Plaintiffs have incurred and will incur attorney's fees, appraisal fees, engineering 34. fees, and litigation costs and expenses because of this proceeding, in amounts that cannot yet be ascertained, which are recoverable in this action under the provisions of Code of Civil Procedure section 1036.

WHEREFORE, plaintiffs pray judgment against defendants as set forth below.

THIRD CAUSE OF ACTION:

INTENTIONAL INTERFERENCE WITH CONTRACTUAL RIGHTS AND INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

(As against all defendants.)

Plaintiffs refer to and incorporate herein by reference paragraphs 1 through 34 above.

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- 35. Defendants conduct as described above intentionally caused plaintiffs to lose business and income.
- 36. If it were not for the acts of the defendants, plaintiffs would have continued to receive income under the terms of the contract and under the normal tow rotation.
 - 37. The acts of defendants were the proximate cause of plaintiffs' damages.
 - 38. The acts of defendants caused financial damage to plaintiffs to be proven at trial. WHEREFORE, plaintiffs pray judgment against defendants as set forth below.

FOURTH CAUSE OF ACTION:

NEGLIGENT INTERFERENCE WITH CONTRACTUAL RIGHTS AND INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

(As against all defendants.)

Plaintiffs refer to and incorporate herein by reference paragraphs 1 through 38 above.

- 39. Defendants conduct as described above negligently caused plaintiffs to lose business and income.
- 40. If it were not for the negligent acts of the defendants, plaintiffs would have continued to receive income under the terms of the contract and under the normal tow rotation.
 - 41. The negligent acts of defendants were the proximate cause of plaintiffs' damages.
 - 42. Defendants had a duty to plaintiffs.
- 43. The negligent acts of defendants caused financial damage to plaintiffs to be proven at trial.

WHEREFORE, plaintiffs pray judgment against defendants as set forth below.

FIFTH CAUSE OF ACTION:

42 U.S.C. §1983, VIOLATION OF 14TH AMENDMENT DUE PROCESS

(As against all defendants.)

Plaintiffs refer to and incorporates herein by reference paragraphs 1 through 43 above.

44. The defendants, under color of statutes, ordinances, regulations, customs, and usages of the State of California and County of Contra Costa and performing government action,

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unlawfully, wrongfully, and improperly violated the plaintiffs' 14th Amendment due process rights by acting against the plaintiffs as set forth above.

- 45. The defendants knew or should have known that they were engaging in fraudulent governmental process and violating the rights of the plaintiffs.
- 46. The plaintiffs had reasonable cause to believe and did believe that the defendants would honor the contract, keep the plaintiffs on the tow rotation, and not create towing policies that discriminated against the plaintiffs.
- 47. The plaintiffs had reasonable cause to believe and did believe that the defendants would comply with the laws of the State of California in all acts.
- 48. The defendants deliberately decided to prevent the plaintiffs from operating their lawful business.
- 49. The plaintiffs were ignorant of the intentions of the defendants and believed the defendants would proceed under the terms of the contract and keep the plaintiffs in the City of Richmond tow rotation.
- 50. In reliance upon these beliefs the plaintiffs reasonable took steps to purchase the business, invest time and money in the business, and attempted to perform work within the limits of the City of Richmond, for the City of Richmond.
- 51. Neither the plaintiffs, nor a reasonably prudent person similarly situated, would have discovered the wrongful and unlawful acts of the defendants and the due process violations.
- 52. As a direct and legal result of the acts of the defendants, plaintiffs have been, are, and will continue to suffer damages by being prevented from being on the City of Richmond's tow rotation.
- 53. Plaintiff requests attorneys' fees, costs, pre-judgment interest along with damages for pain, suffering and emotional distress all in an amount according to proof at the time of trial.
 - 54. These damages are within the jurisdictional minimum of this court.

WHEREFORE, plaintiffs pray judgment against defendants as set forth below.

SIXTH CAUSE OF ACTION:

VIOLATION OF 14TH AMENDMENT EQUAL PROTECTION RIGHTS

(As against all defendants.)

Plaintiffs refer to and incorporates herein by reference paragraphs 1 through 54 above.

- 55. By only enforcing certain requirements against A&D tow and Bruce Williams, and not against other tow companies, the City of Richmond has violated the Equal Protection clause under the Fourteenth Amendment to the United States Constitution and Article I, Section 7(a) of the California Constitution.
- 56. The defendants, while acting under the color of the statutes, ordinances, regulations, customs and usages of the State of California, and the County of Contra Costa, and the City of Richmond, have applied and are applying and continue to apply in a malicious, irrational and/or plainly arbitrary manner, the tow rotation policies against the plaintiffs.
- 57. The defendants have absolutely no legitimate reason for refusing to permit the plaintiffs to operate under the tow rotation of the City of Richmond.
- 58. The defendants continue to violate the plaintiffs' 14th Amendment Equal Protection rights by the acts described above despite the fact that they have no legitimate interest to do so.
- 59. The burdens imposed upon A&D Tow fail to bear a rational relationship to the purpose the ordinance is intended to serve.
- 60. The City of Richmond has unfairly discriminated against A&D Tow as compared to its treatment of other tow companies. A&D Tow has been unfairly singled out for harmful treatment different from that accorded to similarly situated businesses in the City.
- 61. As a direct and legal result of the acts of the defendants, plaintiffs have been, are, and will continue to suffer damages by being prevented from being on the City of Richmond's tow rotation.
- 62. Plaintiff requests attorneys' fees, costs, pre-judgment interest along with damages for pain, suffering and emotional distress all in an amount according to proof at the time of trial.

63. These damages are within the jurisdictional minimum of this court.

SEVENTH CAUSE OF ACTION:

CONSPIRACY TO VIOLATE PLAINTIFFS' RIGHTS OF DUE PROCESS, RIGHTS OF EQUAL PROTECTION, CONTRACTUAL RIGHTS, AND RIGHTS TO CONDUCT BUSINESS

(As against all defendants.)

Plaintiffs refer to and incorporates herein by reference paragraphs 1 through 63 above.

- 64. The defendants under color of statutes, ordinances, regulations, customs and usages of the State of California, and County of Contra Costa, and City of Richmond, unlawfully, wrongfully and improperly conspired to violate the plaintiffs' 14th Amendment Due Process rights by the acts of defendants as set forth above.
- 65. The defendants unlawfully conspired to enter into the acts as set forth above despite the fact that they knew or should have known that they were engaging in fraudulent and improper governmental process and violating the rights of plaintiffs.
- 66. The defendants deliberately decided to conspire to prevent the plaintiffs from operating their lawful business.
- 67. The plaintiffs were ignorant of the intentions of the defendants and believed the defendants would proceed under the terms of the contract and keep the plaintiffs in the City of Richmond tow rotation. In reliance upon these beliefs the plaintiffs took reasonable steps to purchase the business and attempted to perform work within the limits of the City of Richmond, for the City of Richmond.
- 68. Neither the plaintiffs, nor a reasonably prudent person similarly situated, would have discovered the wrongful and unlawful conspiracy of the defendants and the due process violations.
- 69. As a direct and legal result of the acts of the defendants, plaintiffs have been, are, and will continue to suffer damages by being prevented from being on the City of Richmond's tow rotation.

70. These damages are within the jurisdictional minimum of this court.

PRAYER.

- A. That a jury determine and award the just compensation and damages to which plaintiffs are entitled to, including but not limited to the value of Plaintiffs' property rights taken, the decrease in value of business caused by the acts of defendants, the lost income, lost business opportunity, and loss of benefit of the bargain.
 - B. For general damages according to proof.
 - C. For special damages according to proof.
- D. For compensatory damages for losses resulting from pain, suffering, humiliation, anxiety, mental anguish and emotional distress according to proof.
- E. For interest thereon at the legal rate from the date of the damages by law and by contract.
 - F. For punitive and exemplary damages against defendants Butt and Booze.
- G. For reasonable attorney's fees, litigation expenses, appraisal fees, engineering fees and costs, and expert witness fees.
 - H. For costs of suit herein incurred.
 - I. For such other and further relief as the Court may deem just and proper.

DATED: Jan. 10, 2013.

JENNY & JENNY, LLP

SCOTTE. JENNY, ESO

ATTORNEY FOR PLAINTIFFS

Superior Court of California, County of Contra Costa

NOTICE TO DEFENDANTS

In <u>Unlimited Jurisdiction</u> Civil Actions

YOU ARE BEING SUED. The packet you have been served should contain:

- a. The Summons
- b. The Complaint
- c. The Notice of Case Management (shows hearing date and time)
- d. <u>Blank</u>: Case Management Statement (Judicial Council Form CM-110)
- e. <u>Blank</u>: Stipulation and Order to Attend ADR and Delay First Case Management Conference 90 Days (Local Court Form CV-655b)
- f. Alternative Dispute Resolution (ADR) Information (Local Court Form CV-655c)



WHAT DO I DO NOW?



You must:

- 1. Prepare your response YOU COULD LOSE YOUR CASE—even before it is heard by a judge or before you can defend yourself, if you do not prepare and file a response on time. See the other side of this page for types of responses you can prepare.
- 2. Complete the Case Management Statement (CM-110)
- 3. File and serve your court papers on time Once your court forms are complete, you must file 1 original and 2 copies of the forms at court. An adult who is NOT involved in your case must serve one set of forms on the Plaintiff. If you were served in person you must file your response in 30 days. If the server left a copy of the papers with an adult living at your home or an adult in charge at your work or you received a copy by mail you must file your response in 40 days.
- **4. Prove you served your court papers on time** by having your server complete a *Proof of Service*, (Judicial Council form POS-040), that <u>must</u> be filed at the court within <u>60</u> days.
- 5. Go to court on the date and time given in the Notice of Case Management Conference.
- 6. Consider trying to settle your case before trial If you and the other party to the case can agree to use mediation, arbitration or neutral case evaluation, the <u>Stipulation and Order to Attend ADR and Delay First Case Management Conference 90 Days</u> can be filed with your other papers. For more information read the enclosed ADR information, visit <u>www.cc-courts.org/adr</u>, or call (925) 957-5787.

IMPORTANT! The court recommends consulting an attorney for all or part of your case. While you may represent yourself, lawsuits can be complicated, and the court cannot give you legal advice.

<u>COURT FEES:</u> You must pay court fees the first time you file your papers. If you also file a motion, you must pay another fee. If you cannot afford the fees, you may ask the court to waive (allow you not to pay) fees. Use Judicial Council forms FW-001-INFO [information sheet]; FW-001 [application]; and FW-003 [order].

<u>COURT FORMS:</u> Buy forms at the Forms Window in the Family Law Building or download them for free at: <u>www.courtinfo.ca.gov/forms/</u>

Local Court Form – Instructions CV-655d/Rev. 11/05/2007

SUPERIOR COURT - MARTINEZ COUNTY OF CONTRA COSTA MARTINEZ, CA, 94553

WILLIAMS VS CITY OF RICHMOND

NOTICE OF CASE MANAGEMENT CONFERENCE

CIVMSC13-00060

NOTICE: THE CASE MANAGEMENT CONFERENCE HAS BEEN SCHEDULED FOR:

DATE: 05/30/13

DEPT: 06

TIME: 8:30

THIS FORM, A COPY OF THE NOTICE TO PLAINTIFFS, THE ADR INFORMATION SHEET, A BLANK CASE MANAGEMENT CONFERENCE QUESTIONNAIRE, AND A BLANK STIPULATION FORM ARE TO BE SERVED ON OPPOSING PARTIES. ALL PARTIES SERVED WITH SUMMONS AND COMPLAINT/CROSS-COMPLAINT OR THEIR ATTORNEY OF RECORD MUST APPEAR.

- You may stipulate to an earlier Case Management Conference. all parties agree to an early Case Management Conference, please contact the Court Clerk's Office at (925)646-4099 for Unlimited Civil and Limited Civil cases for assignment of an earlier date.
- You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference and to discuss the suitability of this case for the EASE Program, private mediation, binding or non-binding arbitration, and/or use of a Special Master.
- At any Case Management Conference the court may make pretrial orders including the following:
 - an order establishing a discovery schedule a.

an order referring the case to arbitration an order transferring the case to limited jurisdiction

an order dismissing fictitious defendants d.

an order scheduling exchange of expert witness information

an order setting subsequent conference and the trial date

an order consolidating cases

- an order severing trial of cross-complaints or bifurcating
- an order determining when demurrers and motions will be filed i.

SANCTIONS

If you do not file the Case Management Conference Questionnaire or attend the Case Management Conference or participate effectively in the Conference, the court may impose sanctions (including dismissal of the case and payment of money).

Clerk of the Superior Court of Contra Costa County I declare under penalty of perjury that I am not a party to this action, and that I delivered or mailed a copy of this notice to the person representing the plaintiff/cross-complainant.

Dated:	01/11/13					
	,,			S.	PASSOT,	Deputy

	CM-110
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
TELEPHONE NO.: FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):	
ATTORNEY FOR (Name):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF	
STREET ADDRESS: MAILING ADDRESS:	eine og sinne er er bland ikkaman i sem i
CITY AND ZIP CODE:	*
BRANCH NAME:	ويوسود والبيان فأسعموا وبرابي ومناد
PLAINTIFF/PETITIONER:	The state of the s
DEFENDANT/RESPONDENT:	the state of the s
CASE MANAGEMENT STATEMENT	CASE NUMBER:
(Check one): UNLIMITED CASE LIMITED CASE (Amount demanded (Amount demanded is	\$25,000
exceeds \$25,000) or less)	425,665
A CASE MANAGEMENT CONFERENCE is scheduled as follows:	_ U RW-NICHO
Date: Time: Dept.:	Div.: Room:
Address of court (if different from the address above):	Noon.
Notice of Intent to Appear by Telephone, by (name):	
INSTRUCTIONS: All applicable boxes must be checked, and the	anadified information must be provided
. Party or parties (answer one):	specified information must be provided.
a. This statement is submitted by party (name):	
b. This statement is submitted jointly by parties (names):	
In Continue Management and A	
 Complaint and cross-complaint (to be answered by plaintiffs and cross-complaint). a. The complaint was filed on (date): 	mplainants only)
b. The cross-complaint, if any, was filed on (date):	
Service (to be answered by plaintiffs and cross-complainants only) a. All parties named in the complaint and cross-complaint have been	
a. All parties named in the complaint and cross-complaint have beenb. The following parties named in the complaint or cross-complaint	n served, have appeared, or have been dismissed.
(1) have not been served (specify names and explain w	hy notic
(1) Lind that been served (specify frames and explain w	my nou.
(2) have been served but have not appeared and have	not been dismissed (specify names):
(3) have had a default entered against them (specify na	ames):
(e) The first of a design of the first of th	
 The following additional parties may be added (specify names, not they may be served): 	ature of involvement in case, and date by which
91.	
Description of case	
	escribe, including causes of action):
in many a sign of the flow day, grant to be a sign of the sign of	of the state of th

CM-110

PLAINTIFF/PETITION	IER:	CASE NUMBER:		
DEFENDANT/RESPONDI				
10. c. Indicate the ADR phave already partic	process or processes that the party cipated in (check all that apply and	or parties are willing to participate in, have agreed to participate in, or provide the specified information):		
)3 "	The party or parties completing this form are willing to participate in the following ADR processes (check all that apply):	participate in or have already completed an ADR process or processes, indicate the status of the processes (attach a copy of the parties' ADR		
(1) Mediation		Mediation session not yet scheduled Mediation session scheduled for (date): Agreed to complete mediation by (date): Mediation completed on (date):		
(2) Settlement conference		Settlement conference not yet scheduled Settlement conference scheduled for (date): Agreed to complete settlement conference by (date): Settlement conference completed on (date):		
(3) Neutral evaluation		Neutral evaluation not yet scheduled Neutral evaluation scheduled for (date): Agreed to complete neutral evaluation by (date): Neutral evaluation completed on (date):		
(4) Nonbinding judicial arbitration		Judicial arbitration not yet scheduled Judicial arbitration scheduled for (date): Agreed to complete judicial arbitration by (date): Judicial arbitration completed on (date):		
(5) Binding private arbitration		Private arbitration not yet scheduled Private arbitration scheduled for (date): Agreed to complete private arbitration by (date): Private arbitration completed on (date):		
(6) Other (specify):	ec an N == Sepect Hay not are Vs	ADR session not yet scheduled ADR session scheduled for (date): Agreed to complete ADR session by (date): ADR completed on (date):		

	CM-11
PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	26
17. Economic litigation	
a. This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and of Civil Procedure sections 90-98 will apply to this case.	the economic litigation procedures in Code
b. This is a limited civil case and a motion to withdraw the case from the economic discovery will be filed (if checked, explain specifically why economic litigation is should not apply to this case):	ic litigation procedures or for additional procedures relating to discovery or trial
should not apply to this case).	
18. Other issues	
The party or parties request that the following additional matters be considered of conference (specify):	r determined at the case management
te te	
 Meet and confer The party or parties have met and conferred with all parties on all subjects req of Court (if not, explain): 	uired by rule 3.724 of the California Rules
b. After meeting and conferring as required by rule 3.724 of the California Rules of Co	numt the mostice arms on the following
(specify):	ourt, the parties agree on the following
*	
20. Total number of pages attached (if any):	
I am completely familiar with this case and will be fully prepared to discuss the status of dis as well as other issues raised by this statement, and will possess the authority to enter into the case management conference, including the written authority of the party where require	stipulations on these issues at the time of
Date:	
191 m	¥ *
(TYPE OR PRINT NAME)	SIGNATURE OF PARTY OR ATTORNEY)
L	10 to
(TYPE OR PRINT NAME)	
	signature of Party or Attorney) ignatures are attached.

SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF CONTRA COSTA

Plaintiff(s) / Cross Plaintiff(s) vs.	ADR Case Management Stipula (Unlimited Jurisdiction Civ	<u>tion and Orde</u> ril Cases)
vs.	(Unlimited Jurisdiction Civ	tion and Orde vil Cases)
	CASE NO:	
Defendant(s) / Cross Defendant(s)		
► ALL PARTIES STIPULATING TO ADR AND DELAYING MUST SUBMIT THE ORDER FOR THE JUDGE'S SIGN BEFORE THEIR CASE MANAGEMENT CONFERENCE	NATURE AND FILE THIS FORM AT LEAST 1 E. (NOT AVAILABLE IN COMPLEX LITIGATION	5 DAYS ON CASES.)
 PARTIES MUST ALSO SEND A COPY OF THIS FILED FAX: (925) 957-5689 MAIL: P.O. BOX 911, MARTINEZ, 		OFFICE:
Counsel and all parties agree to delay their case managem complete pre-ADR discovery as follows:	15 N T T T T T T T T T T T T T T T T T T	
1. Selection and scheduling for Alternative Dispute Resolution a. The parties have agreed to ADR as follows: i.	ate) pinding) Private (non-binding) Private (no more than 14 days after fi (no more than 90 days after filing this fo	iling this form)
 Counsel and self-represented parties represent they are fam ADR as provided in Appendix C, will pay the fees associa without good cause, comply with this stipulation and all relev 	ated with these services, and understand the	at if they do not.
Counsel for Plaintiff (print) Fax	Counsel for Defendant (print)	Fax
Signature	Signature	
Counsel for Plaintiff (print) Fax	Counsel for Defendant (print)	Fax
Signature	Signature	
Pursuant to the Stipulation of the parties, and subject to the Casthe Case Management Conference set for	is vacated and rescheduled for	at
Dated:	Judge of the Superior Cou	-4



CONTRA COSTA COUNTY SUPERIOR COURT ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

All judges in the Civil Trial Delay Reduction Program agree that parties should consider using Alternative Dispute Resolution (ADR) to settle their cases. To tell the court you will use ADR:

- Choose ADR on the Case Management Form (CM-110);
- File a Stipulation and Order to Attend ADR and Continue First Case Management Conference 90-Days (local court form); or
- Agree to ADR at your first court appearance.

Questions? Call (925) 957-5787, or go to www.cc-courts.org/adr

MEDIATION

Mediation is often faster and less expensive than going to trial. Mediators help people who have a dispute talk about ways they can settle their case. Parties call or visit the ADR Programs office to get a list of mediators. After parties have agreed on a mediator, they must write a summary (5 pages or less) explaining the facts, legal arguments, and legal authority for their position. They must send this summary to the other parties and the mediator at least 5 court days before mediation starts.

ALL parties and attorneys must go to mediation. Mediation can be held whenever and wherever the parties and the mediator want, as long as they finish before the court deadline. In some kinds of court cases, parties have the chance to mediate in the courthouse on their trial day.

Most mediators begin by talking with the parties together, helping them focus on the important issues. The mediator may also meet with each party alone. Mediators often ask parties for their ideas about how to settle the case. Some mediators tell the parties how much money they think a case is worth, or tell them what they think might happen if the case went to trial. Other mediators help the parties decide these things for themselves. No matter what approach a mediator takes, decisions about settling a case can only be made when all the parties agree.

If the parties go through the court ADR program, mediators do not charge fees for the first half hour spent scheduling or preparing for mediation. They also do not charge fees for the first two hours of mediation. If parties need more time, they must pay that person's regular fees. Some mediators ask for a deposit before mediation starts. Mediators who do this must give back whatever is left after counting the time he or she spent preparing for or doing the mediation. A party whose court fees have been waived (cancelled) may ask if their mediation fees or deposit can be waived.

If parties agree about how they will settle their case, they can choose to keep it private, write it up as a contract, or ask the judge to make it a court order. What parties say and agree to in mediation is confidential (private).

PRIVATE MEDIATION

Private mediation works in the same way as judicial mediation, but the parties do not go through the ADR Programs office. Parties choose a mediator on their own, and pay the mediator's normal fees.

TEMPORARY JUDGE

Some parties want a trial, but want to choose who will decide the case and when the trial will take place. Parties can agree on an attorney that they want the court to appoint as a temporary judge for their case. (See Article 6, Section 21 of the State Constitution and Rule 2.830 of the California Rules of Court.) Temporary judges have nearly the same authority as a superior court judge to conduct a trial and make decisions. As long as the parties meet the court deadline, they can schedule the trial at their own and the temporary judge's convenience.

Each of the temporary judges on the court's panel has agreed to serve at no charge for up to 5 court days. If the parties need more time, they must pay that person's regular fees. All parties and their lawyers must attend the trial, and provide a copy of all briefs or other court documents to the temporary judge at least two weeks before the trial. These trials are similar to other civil trials, but are usually held outside the court. The temporary judge's decision can be appealed to the superior court. There is no option for a jury trial. The parties must provide their own court reporter.

SPECIAL MASTER

A special master is a private lawyer, retired judge, or other expert appointed by the court to help make day-to-day decisions in a court case. The special master's role can vary, but often includes making decisions that help the discovery (information exchange) process go more smoothly. He or she can make decisions about the facts in the case. Special masters can be especially helpful in complex cases. The trial judge defines what the special master can and cannot do in a court order.

Special masters often issue both interim recommendations and a final report to the parties and the court. If a party objects to what the special master decides or reports to the court, that party can ask the judge to review the matter. In general, the parties choose (by stipulation) whom they want the court to appoint as the special master, but there are times (see California Code of Civil Procedure Section 639), when the court may appoint a special master or referee without the parties' agreement. The parties are responsible to pay the special master's regular fees.

COMMUNITY MEDIATION SERVICES

Mediation Services are available through non-profit community organizations. These low-cost services are provided by trained volunteer mediators. For more information about these programs contact the ADR Program at (925) 957-5787

Local Court Form - Information CV-655c/Rev. 11/05/2007

		CIVI-UTU		
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Ste Scott E. Jenny 166111 Jenny & Jenny, LLP 706 Main Street, Suit Martinez, CA 94553 TELEPHONE NO.: 925-228-126 ATTORNEY FOR (Name): Plaintiffs	e C	FOR COURT USE ONLY		
superior court of california, county o street address: 725 Court St mailing address: city and zip code: Martinez, Ca Branch name:	reet	JAN 1 1 2013		
CASE NAME: A&D Towing v.	City of Richmond, et al.	SUPERIOR COURT OF THE STATE OF CALIFORN COUNTY OF CONTRA COSTA - MARTINEZ By S PASSO To putty Clerk		
CIVIL CASE COVER SHEET Unlimited Limited (Amount (Amount demanded is exceeds \$25,000) \$25,000 or less)	Complex Case Designation Counter Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: C 1 3 - 0 0 0 6 0 JUDGE: DEPT.:		
1. Check one box below for the case type Auto Tort Auto (22) Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Proper 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 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)	A-6 below must be completed (see instructions of the ethat best describes this case: 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) JudIclal 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 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 f. Substantial postjudgment judicial supervision 3. Remedies sought (check all that apply): a. Imponetary b. Imponetary consumers a class action suit. 4. Number of causes of action (specify): 7 (seven) 5. This case is complex, mark the factors requiring exceptional judicial management: a. Large number of witnesses Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court function of substantial postjudgment judicial supervision nonmonetary; declaratory or injunctive relief c. Impunitive function suit. 6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.) Date: January 11, 2013 Richard K. Jenny				
(TYPE OR PRINT NAME)	(SIGNA	ATURE 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. 				



SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA

NOTICE RE UNAVAILABILITY OF REPORTING SERVICES

EFFECTIVE JANUARY 1, 2013

Consistent with California Rules of Court, Rule 2.956(b) and (c), Govt. Code 70044, Local Court Rules 5 and 24, and the Court's Notice of Availability of Court Reporting Services:

Court reporters will not normally be available in CIVIL cases:

Department 9

Hon. Judith Craddick

Department 6

Hon. David Flinn

Department 31

Hon. Laurel Brady

Department 33

Hon. Steven Austin

Parties may hire their own Certified Shorthand Reporter at their own cost to create an official record of their court proceedings¹. The Court does not make referrals to outside Reporters.

When hiring Pro Tempore Certified Shorthand Reporters, the parties must:

- Make their own arrangements² (often available through a deposition or reporting firm)
- Pay all court reporter fees, including appearance and transcript fees
- Direct the outside court reporter to contact the court reporter manager <u>before</u> the hearing at: <u>courtreportercontact@contracosta.courts.ca.gov</u> to provide required contact information
- Get and read the court's requirements for use of private Reporters:
 - o Online www.cc-courts.org/forms
 - o At the forms window (\$5.00 fee applies)
 - o From the assigned department when court is not in session
- Instruct the court reporter to appear in court no later than 15 minutes before the start of the court calendar, and submit a fully executed original of Form CV-300 Stipulation and Order to Use Certified Shorthand Reporter Pro Tempore and Reporter Agreement (available in the court information packet)

<u>For contested trials</u>, parties intending to provide their own court reporter must notify the department and all parties at least three (3) business days in advance of their hearing date.

¹ No Reporter fee will be collected by the Court pursuant to Government Code Section 68086.

² In accordance with California Rules of Court, Rule 2.950 and Local Court Rule 24.