

**SUMMONS  
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**  
ROBERT HAUGH, an individual and DOES 1 through 10, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
SANTA CLARA EAGLE PUBLISHING COMPANY, a California corporation  
d/b/a The Santa Clara Weekly and MILES BARBER, an individual

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

**ENDORSED**

2017 FEB -6 P 12:35

CLERK OF THE COURT  
SUPERIOR COURT OF CA  
COUNTY OF SANTA CLARA  
DEPUTY

C. Page

**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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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):*  
**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA**  
Downtown Superior Court  
191 N. First Street, San Jose, CA 95113

CASE NUMBER:  
*(Número del Caso):*  
**17CV306012**

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):*  
**William W. Winters (Bar # 302818)** Fax No.: (408) 919-0188  
**The Mlnarik Law Group, Inc.** Phone No.: (408) 919-0088  
2930 Bowers Avenue, Santa Clara, CA 95051

DATE: **FEB 6 2017** Clerk, by \_\_\_\_\_, Deputy  
*(Fecha)* *(Secretario)* *(Adjunto)*

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

[SEAL]

**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):

1 THE MLNARIK LAW GROUP, INC.  
2 JOHN L. MLNARIK (SBN 257882)  
3 NINA C. DECKER (SBN 284983)  
4 WILLIAM W. WINTERS (SBN 302818)  
5 2930 Bowers Avenue  
6 Santa Clara, CA 95051  
7 Telephone: (408) 919-0088  
8 Facsimile: (408) 919-0188

9 Attorneys for Plaintiffs  
10 SANTA CLARA EAGLE PUBLISHING COMPANY and MILES BARBER

ENDORSED

2017 FEB -6 A 9: 22

CLERK OF THE COURT  
SUPERIOR COURT OF CA  
COUNTY OF SANTA CLARA

L. QUACH-MARCELLANA

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SANTA CLARA  
UNLIMITED JURISDICTION**

SANTA CLARA EAGLE PUBLISHING  
COMPANY, INC., a California Corporation  
d/b/a The Santa Clara Weekly; MILES  
BARBER, an individual;

Plaintiffs,

v.

ROBERT HAUGH, an individual; and DOES 1  
through 10, inclusive,

Defendants.

Case No.: 17CV306012

**VERIFIED COMPLAINT FOR  
DAMAGES**

- 1) Intentional Interference with Prospective Economic Advantage
- 2) Misappropriation of Trade Names
- 3) Defamation
- 4) False Light
- 5) Trade Libel

**DEMAND FOR JURY TRIAL**

29 COMES NOW PLAINTIFFS, SANTA CLARA EAGLE PUBLISHING COMPANY, INC. and  
30 MILES BARBER, who allege as follows:

- 31 1. At all relevant times, Plaintiff SANTA CLARA EAGLE PUBLISHING COMPANY,  
32 INC. is a California Corporation doing business primarily in Santa Clara County under the dba  
33 "The Santa Clara Weekly."
- 34 2. At all relevant times, Plaintiff MILES BARBER was an adult resident of Santa Clara  
35 County.
- 36 3. Defendant ROBERT HAUGH is and was at all times herein mentioned an adult resident  
37 of Santa Clara County, California.

BY FAX

1 4. Plaintiff is ignorant of the true name and capacities of each Defendants sued herein under  
2 the fictitious names DOES 1 through 10, inclusive, and Plaintiff will amend this complaint to  
3 allege such names and capacities as soon as they are ascertained. Each of said fictitiously named  
4 Defendants is responsible in some manner for the wrongful acts for which Plaintiff has  
5 complained herein.  
6

7 5. Plaintiff is informed and believe and thereon alleges that at all times herein mentioned,  
8 each Defendant was acting as the agent, servant, employee, partner, co-conspirator, and/or joint  
9 venture of each remaining Defendants. Each Defendant was acting in concert with each  
10 remaining Defendants in all matters alleged, and each Defendant has inherited any and all  
11 violations or liability of their predecessors-in-interest. Additionally, each Defendant has passed  
12 any and all liability to their successors-in-interest, and at all times were acting within the course  
13 and scope of such agency, employment, partnership, and/or concert of action.  
14

#### 15 GENERAL ALLEGATIONS

16 6. Plaintiff SANTA CLARA EAGLE PUBLISHING COMPANY, INC. publishes a weekly  
17 newspaper called the "Santa Clara Weekly" which functions as Santa Clara's only weekly  
18 newspaper. The CEO and sole shareholder of Plaintiff SANTA CLARA WEEKLY  
19 PUBLISHING COMPANY, Inc. is an individual named MILES BARBER.  
20

21 7. Defendant ROBERT HAUGH is an individual who operates an online newsletter entitled  
22 "Santa Clara News Online." HAUGH worked for Plaintiff for nearly ten years until he was  
23 terminated for poor performance.

24 8. Defendants despise Plaintiffs and want to put Plaintiff SANTA CLARA EAGLE  
25 PUBLISHING COMPANY (herein referred to as the "Weekly") out of business.

26 9. Plaintiffs allege, on information and belief that Defendants conspired to put the Weekly  
27 out of business. The Weekly's business relies on endorsement from the city of Santa Clara and  
28

1 has been Santa Clara's only weekly newspaper and the home of its legal notices and police log for  
2 over 30 years. Defendants have conspired to disrupt this relationship and are attempting to coopt  
3 it for themselves by printing falsehoods about Plaintiff.

4 10. Robert Haugh publishes a newsletter online called the Santa Clara News Online which  
5 was devoted primarily to disparaging Plaintiffs. In the process of this disparagement, he has  
6 knowingly published many falsehoods with the intent to disrupt Plaintiff's business.

7 11. Robert Haugh also publishes false information about the Weekly to an individual named  
8 Burt Fields, who operates the shell advocacy group, Stand Up for Santa Clara, which directly  
9 influences Mayor Lisa M. Gillmor and the City Council. Burt Fields repeats Haugh's false and  
10 disparaging statements regarding the Santa Clara Weekly to the Mayor and the City Council.  
11

12  
13 **FIRST CAUSE OF ACTION**

14 **Intentional Interference with Prospective Economic Advantage**  
15 **(By The Weekly Against all Defendants)**

16 12. Plaintiffs incorporate all allegations of this complaint and re-allege them as though they  
17 were fully set forth herein.

18 13. The Weekly has an ongoing business relationship with the City of Santa Clara.  
19 Defendants are now and were at all relevant times knowledgeable about the benefits the Weekly  
20 derives from this relationship. The Weekly relies on official endorsement from and business with  
21 the City of Santa Clara to maintain its local readership. Without this business, which Plaintiff has  
22 had for more than 30 years, the Weekly's readership would diminish greatly and revenue would  
23 be adversely impacted.

24 14. Beginning in or around October of 2016, Defendants, intending to interfere with the  
25 business relationship between the Weekly and the City of Santa Clara, conspired to embark on  
26 public relations campaign in which Defendants publish falsehoods in various media with the  
27 intent to destroy the business relationship between the Weekly and the City of Santa Clara.

28 15. This campaign involved publishing numerous false statements of fact in various media.

1 Some of the more egregious false statements of fact are that were published were (1) that the  
2 49'ers had bought out the weekly and that the weekly serves as nothing more than a proxy for the  
3 49'ers business interest, (2) that Miles Barber is a misogynist and the Weekly's criticism of the  
4 women of the city council were based on a desire to remove all women from the council, (3) that  
5 the Weekly was not authorized to publish legal notices, (4) that the Weekly's advertisers do not  
6 see a return on investment, (5) that Plaintiff had been skipping publication dates, and (6) that  
7 numerous facts published by the weekly were not true. Defendants knew that all of these  
8 representations are false and published them with the intent to destroying Plaintiffs' business  
9 interests.

10  
11 16. As a result of Defendants' intentional interference with the relationship between the  
12 Weekly and the City of Santa Clara, the Weekly has lost advertising revenue, readers and now  
13 has its business relationship with Santa Clara imminently threatened.

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15 **SECOND CAUSE OF ACTION**

16 **Misappropriation of Trade Names**

17 (By the Weekly Against Defendant Robert Haugh)

18 17. Plaintiffs incorporate all allegations of this complaint and re-allege them as though they  
19 were fully set forth herein.

20 18. Defendant Robert Haugh created his website the Santa Clara News Online with the  
21 business purpose of stealing the Weekly's business relationship with the City of Santa Clara. To  
22 accomplish this end, he has conspired with Burt Fields to engage in unlawful actions affecting the  
23 Weekly's business.

24 19. In furtherance of this objective, Defendant Robert Haugh began publishing defamatory  
25 statements regarding the Weekly using the trade name "Santa Clara News Online."

26 20. "Santa Clara News Online" is a DBA which has been registered by the Weekly and is still  
27 registered to the Weekly. Until Defendant Robert Haugh began using it, the Weekly had been  
28 beginning to introduce the d/b/a as a trade name for an associated online business.

1 21. Defendants knew "Santa Clara News Online" was a DBA used by the Weekly and chose it  
2 for their online newsletter in order to confuse the Weekly's subscribers and cost the Weekly  
3 business.

4 22. As a result of Defendants' misappropriation of trade name, The Weekly has lost  
5 advertising revenue, readers and now has its business relationship with Santa Clara imminently  
6 threatened.  
7

8 **THIRD CAUSE OF ACTION**

9 **Defamation**

10 (By all Plaintiffs Against all Defendants)

11 23. Plaintiffs incorporate all allegations of this complaint and re-allege them as though they were  
12 fully set forth herein.

13 24. The Weekly has an ongoing business relationship with the City of Santa Clara.  
14 Defendants are now and were at all relevant times knowledgeable about the benefits the Weekly  
15 derives from this relationship. The Weekly relies on official endorsement from and business with  
16 the City of Santa Clara to maintain its local readership. Without this business, which the Weekly  
17 has had for more than 30 years, the Weekly's readership would diminish greatly and revenue  
18 would be adversely impacted.  
19

20 25. Beginning in or around June of 2016, Defendants, intending to destroy Plaintiffs'  
21 business, conspired to embark on a campaign in which Defendants published falsehoods in  
22 various media with the intent to destroy Plaintiffs' business and steal said business for Defendant  
23 Robert Haugh's Santa Clara News Online.

24 26. This campaign involved publishing numerous false statements of fact in various media.  
25 Some of the more egregious false statements of fact are that were published were (1) that the  
26 49'ers had bought out the weekly and that the weekly serves as nothing more than a proxy for the  
27 49'ers business interest, (2) that Miles Barber is a misogynist and Plaintiff's criticism of the  
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1 women of the city council were based on a desire to remove all women from the council, (3) that  
2 Plaintiff was not authorized to publish legal notices, (4) that Plaintiff's advertisers do not see a  
3 return on investment, (5) that Plaintiff had been skipping publication dates, and (6) that numerous  
4 facts published by the weekly were not true. Defendants knew that all of these representations are  
5 false and published them with the intent to destroying Plaintiffs' business interests.  
6

7 27. As a result of Defendants' defamation, the Weekly has lost advertising revenue, readers  
8 and now has its business relationship with Santa Clara imminently threatened and Miles Barber  
9 has suffered severe reputational harm impairing numerous business ventures.

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11 **FOURTH CAUSE OF ACTION**

12 **False Light**

13 (By all Plaintiffs Against All Defendants)

14 28. Plaintiffs incorporate all allegations of this complaint and re-alleges them as though they were  
15 fully set forth herein.

16 29. The Weekly has an ongoing business relationship with the City of Santa Clara.  
17 Defendants are now and were at all relevant times knowledgeable about the benefits the Weekly  
18 derives from this relationship. The Weekly relies on official endorsement from and business with  
19 the City of Santa Clara to maintain its local readership. Without this business, which Plaintiff has  
20 had for more than 30 years, the Weekly's readership would diminish greatly and revenue would  
21 be adversely impacted.

22 30. Beginning in or around June of 2016, Defendants, intending to destroy the Plaintiffs'  
23 business, conspired to embark on public relations campaign in which Defendants publish  
24 falsehoods in various media with the intent to destroy Plaintiffs' business and steal said business  
25 for Defendant Robert Haugh's Santa Clara News Online.

26 31. This campaign involved publishing numerous false statements of fact in various media.  
27 Some of the more egregious false statements of fact are that were published were (1) that the  
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1 49'ers had bought out the weekly and that the weekly serves as nothing more than a proxy for the  
2 49'ers business interest, (2) that Miles Barber is a misogynist and Plaintiff's criticism of the  
3 women of the city council were based on a desire to remove all women from the council, (3) that  
4 Plaintiff was not authorized to publish legal notices, (4) that Plaintiff's advertisers do not see a  
5 return on investment, (5) that Plaintiff had been skipping publication dates, and (6) that numerous  
6 facts published by the weekly were not true. Defendants knew that all of these representations are  
7 false and published them with the intent to destroying Plaintiffs' business interests.

9 32. As a result of Defendants' portrayal of Plaintiffs in a false light, the Weekly has lost  
10 advertising revenue, readers and now has its business relationship with Santa Clara imminently  
11 threatened and Miles Barber has suffered severe reputational harm impairing numerous business  
12 ventures.

14 **FIFTH CAUSE OF ACTION**

15 **Trade Libel**

16 (Against all Defendants)

17 33. Plaintiffs incorporate all allegations of this complaint and re-allege them as though they were  
18 fully set forth herein.

19 34. The Weekly has an ongoing business relationship with the City of Santa Clara.  
20 Defendants are now and were at all relevant times knowledgeable about the benefits the Weekly  
21 derives from this relationship. The Weekly relies on official endorsement from and business with  
22 the City of Santa Clara to maintain its local readership. Without this business, which the Weekly  
23 has had for more than 30 years, the Weekly's readership would diminish greatly and revenue  
24 would be adversely impacted.

25 35. Beginning in or around June of 2016, Defendants, intending to destroy Plaintiffs' business  
26 interests, conspired to embark on public relations campaign in which Defendants publish  
27 falsehoods in various media with the intent to destroy Plaintiffs' business and steal said business  
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1 for Defendant Robert Haugh's Santa Clara News Online.

2 36. This campaign involved publishing numerous false statements of fact in various media.  
3 Some of the more egregious false statements of fact are that were published were (1) that the  
4 49'ers had bought out the weekly and that the weekly serves as nothing more than a proxy for the  
5 49'ers business interest, (2) that Miles Barber is a misogynist and Plaintiff's criticism of the  
6 women of the city council were based on a desire to remove all women from the council, (3) that  
7 Plaintiff was not authorized to publish legal notices, (4) that Plaintiff's advertisers do not see a  
8 return on investment, (5) that Plaintiff had been skipping publication dates, and (6) that numerous  
9 facts published by the weekly were not true. Defendants knew that all of these representations are  
10 false and published them with the intent to destroying Plaintiffs' business interests.  
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12 37. As a result of Defendants' trade libel, the Weekly has lost advertising revenue, readers  
13 and, now, has its business relationship with Santa Clara imminently threatened and Miles Barber  
14 has suffered severe reputational harm impairing numerous business ventures.  
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**DEMAND FOR JURY TRIAL AND PRAYER FOR DAMAGES**


WHEREFORE, Plaintiffs demands a trial by jury. Plaintiffs pray for judgment and order against Defendants, as follows:

1. That judgment is entered in Plaintiff's favor and against Defendants;
2. For compensatory and statutory damages, attorneys' fees, and costs according to proof at trial;
3. For such other and further relief as the Court may deem just and proper.

DATED: February 3, 2017

Respectfully submitted,

THE MLNARIK LAW GROUP

  
\_\_\_\_\_  
William W. Winters  
Attorney for Plaintiffs

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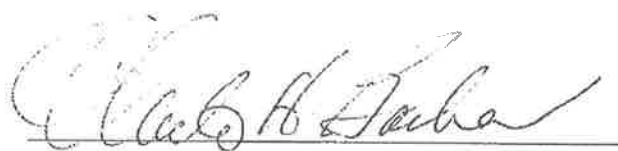
**VERIFICATION**

I, Miles Barber, declare:

I am a Plaintiff in the above-entitled action, and as such am authorized to make this verification for that reason.

I have read the attached Complaint, and know the contents thereof, and based on information or belief, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 3rd day of February, 2017, in Santa Clara, California.



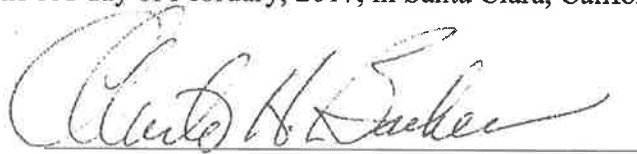
Miles Barber

I, Miles Barber, declare:

I am CEO of Plaintiff SANTA CLARA EAGLE PUBLISHING COMPANY in the above-entitled action, and as such am authorized to make this verification for that reason.

I have read the attached Complaint, and know the contents thereof, and based on information or belief, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 3rd day of February, 2017, in Santa Clara, California.



Miles Barber  
CEO of Santa Clara Eagle Publishing Company

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
William W. Winters (Bar # 302818)  
The Mlnarik Law Group, Inc.  
2930 Bowers Avenue  
Santa Clara, CA 95051  
TELEPHONE NO.: (408) 919-0088 FAX NO.: (408) 919-0188  
ATTORNEY FOR (Name): Santa Clara Eagle Publishing Company and Miles Barber, Plaintiffs

FOR COURT USE ONLY  
**ENDORSED**  
2017 FEB -6 A 9:22  
CLERK OF THE COURT  
SUPERIOR COURT OF CA  
COUNTY OF SANTA CLARA  
BY: J. QUACH-MARCELLANA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA  
STREET ADDRESS: 191 N. First Street  
MAILING ADDRESS: Same  
CITY AND ZIP CODE: San Jose 95113  
BRANCH NAME: Downtown Superior Court

CASE NAME:  
Santa Clara Eagle Publishing Company, et al. vs. Robert Haugh, 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: 17CV306012  
JUDGE:  
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

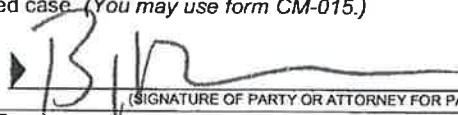
1. Check one box below for the case type that best describes this case:

- |   |  |  |
|---|--|--|
| <p><b>Auto Tort</b></p> <p><input type="checkbox"/> Auto (22)<br/><input type="checkbox"/> Uninsured motorist (46)</p> <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <p><input type="checkbox"/> Asbestos (04)<br/><input type="checkbox"/> Product liability (24)<br/><input type="checkbox"/> Medical malpractice (45)<br/><input type="checkbox"/> Other PI/PD/WD (23)</p> <p><b>Non-PI/PD/WD (Other) Tort</b></p> <p><input checked="" type="checkbox"/> Business tort/unfair business practice (07)<br/><input type="checkbox"/> Civil rights (08)<br/><input type="checkbox"/> Defamation (13)<br/><input type="checkbox"/> Fraud (16)<br/><input type="checkbox"/> Intellectual property (19)<br/><input type="checkbox"/> Professional negligence (25)<br/><input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p><b>Employment</b></p> <p><input type="checkbox"/> Wrongful termination (36)<br/><input type="checkbox"/> Other employment (15)</p> | <p><b>Contract</b></p> <p><input type="checkbox"/> Breach of contract/warranty (06)<br/><input type="checkbox"/> Rule 3.740 collections (09)<br/><input type="checkbox"/> Other collections (09)<br/><input type="checkbox"/> Insurance coverage (18)<br/><input type="checkbox"/> Other contract (37)</p> <p><b>Real Property</b></p> <p><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br/><input type="checkbox"/> Wrongful eviction (33)<br/><input type="checkbox"/> Other real property (26)</p> <p><b>Unlawful Detainer</b></p> <p><input type="checkbox"/> Commercial (31)<br/><input type="checkbox"/> Residential (32)<br/><input type="checkbox"/> Drugs (38)</p> <p><b>Judicial Review</b></p> <p><input type="checkbox"/> Asset forfeiture (05)<br/><input type="checkbox"/> Petition re: arbitration award (11)<br/><input type="checkbox"/> Writ of mandate (02)<br/><input type="checkbox"/> Other judicial review (39)</p> | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)<br/><input type="checkbox"/> Construction defect (10)<br/><input type="checkbox"/> Mass tort (40)<br/><input type="checkbox"/> Securities litigation (28)<br/><input type="checkbox"/> Environmental/Toxic tort (30)<br/><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p><b>Enforcement of Judgment</b></p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p><b>Miscellaneous Civil Complaint</b></p> <p><input type="checkbox"/> RICO (27)<br/><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p><b>Miscellaneous Civil Petition</b></p> <p><input type="checkbox"/> Partnership and corporate governance (21)<br/><input type="checkbox"/> Other petition (not specified above) (43)</p> |
|---|--|--|

BY FAX

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. <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 with 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 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): FIVE (5)
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: February 6, 2017  
William W. Winters  
(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.

**CIVIL LAWSUIT NOTICE**

Superior Court of California, County of Santa Clara  
191 North First St., San José, CA 95113

CASE NUMBER:

17 CV 306012**PLEASE READ THIS ENTIRE FORM**

**PLAINTIFF** (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

**DEFENDANT** (The person sued): You must do each of the following to protect your rights:

1. You must file a written response to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within 30 days of the date you were served with the *Summons* and *Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions, you may automatically lose this case.

**RULES AND FORMS:** You must follow the California Rules of Court and the Superior Court of California, County of Santa Clara Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 201 North First Street, San José (408-882-2900 x-2926).

- State Rules and Judicial Council Forms: [www.courts.ca.gov/forms.htm](http://www.courts.ca.gov/forms.htm) and [www.courts.ca.gov/rules.htm](http://www.courts.ca.gov/rules.htm)
- Local Rules and Forms: [www.scscourt.org](http://www.scscourt.org)

**CASE MANAGEMENT CONFERENCE (CMC):** You must meet with the other parties and discuss the case, in person or by telephone, at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

*You or your attorney must appear at the CMC. You may ask to appear by telephone – see Local Civil Rule 8.*

Your Case Management Judge is: Mary E. Arand Department: 9

The 1<sup>st</sup> CMC is scheduled for: (Completed by Clerk of Court)

Date: MAY 30 2017 Time: 1:30pm in Department: 9

The next CMC is scheduled for: (Completed by party if the 1<sup>st</sup> CMC was continued or has passed)

Date: \_\_\_\_\_ Time: \_\_\_\_\_ in Department: \_\_\_\_\_

**ALTERNATIVE DISPUTE RESOLUTION (ADR):** If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at [www.scscourt.org](http://www.scscourt.org) or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

**WARNING:** Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.