

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Ray E. Gallo (SBN 158903)
rgallo@gallo.law
Dominic Valerian (SBN 240001)
dvalerian@gallo.law
GALLO LLP
1604 Solano Ave., Suite B
Berkeley, CA 94707
Phone: 415.257.8800

ENDORSED
FILED
ALAMEDA COUNTY

JAN 28 2019

SUE PESKO

Alexander Darr (*pro hac vice* motion forthcoming)
Darr@Darr.Law
Darr Law LLC
1391 W. 5th Ave., Ste. 313
Columbus, OH 43212
Phone: 312.857.3277

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

JEFFREY CHEN,

Plaintiff,

v.

CHASE BANK USA, N.A.; and DOES 1-
100, inclusive,

Defendants.

Case No. **RG19004405**

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

BY FAX

1 Plaintiff Jeffrey Chen, individually and on behalf of all others similarly situated, alleges as
2 follows:

3 **Introduction**

4 1. Plaintiff brings this class action against Defendant Chase Bank USA, N.A. for
5 violating the Equal Credit Opportunity Act (the "ECOA"), 15 U.S.C. § 1691 *et seq.* The ECOA
6 entitles credit applicants against whom adverse action is taken to a statement of reasons for such
7 action from the creditor. 15 U.S.C. § 1691(d). To satisfy this mandate, a creditor must provide a
8 written notice that includes the specific reasons for the adverse action or states that the applicant
9 has the right to a statement of reasons. 15 U.S.C. § 1691(d)(2) and (3).

10 2. Defendant failed to provide Plaintiff and class members with the requisite notice
11 after denying their credit applications. Instead, Defendant sent Plaintiff and class members
12 uniform letters in the form of Exhibit A hereto stating: "[we] can't approve your request at this
13 time because: Previous unsatisfactory relationship with this bank". This vague statement is
14 insufficient because it does not provide the specific reasons for the adverse action. Defendant's
15 form letter also omits any mention of the applicant's right to a statement of specific reasons.

16 3. Plaintiff and the class seek statutory punitive damages of up to \$500,000, a halt to
17 Defendant's unlawful practices, notice of the specific reasons for Defendant's adverse actions,
18 and attorneys' fees and costs.

19 4. The allegations herein that relate to Plaintiff's personal actions are made based on
20 Plaintiff's personal knowledge. The balance are made on information and belief based on the
21 investigation of counsel.

22 **Parties**

23 5. Plaintiff Jeffrey Chen is an individual who applied for a credit card issued by
24 Defendant and received a notice from Defendant giving "previous unsatisfactory relationship with
25 this bank" as the only reason for denying his credit application.

26 6. Defendant Chase Bank USA, N.A. is a national bank with its main office located
27 in Wilmington, Delaware. Defendant provides banking services to consumers throughout
28 California and the United States.

1 (2) Each applicant [for credit] against whom adverse action is taken
2 shall be entitled to a statement of reasons for such action from the
3 creditor. A creditor satisfies this obligation by—

4 (A) providing statements of reasons in writing as a matter of
5 course to applicants against whom adverse action is taken; or

6 (B) giving written notification of adverse action which discloses
7 (i) the applicant's right to a statement of reasons within thirty
8 days after receipt by the creditor of a request made within sixty
9 days after such notification, and (ii) the identity of the person or
10 office from which such statement may be obtained. Such
11 statement may be given orally if the written notification advises
12 the applicant of his right to have the statement of reasons
13 confirmed in writing on written request.

14 (3) A statement of reasons meets the requirements of this section
15 only if it contains the specific reasons for the adverse action taken.

16 13. Regulation B provides that "a creditor shall notify an applicant of action taken
17 within: (i) 30 days after receiving a completed application concerning the creditor's ... adverse
18 action on the application" 12 CFR § 1002.9(a)(1). The notice must include, among other
19 things either "a statement of specific reasons for the action taken" or "a disclosure of the
20 applicant's right to a statement of specific reasons within 30 days, if the statement is requested
21 within 60 days of the creditor's notification." 12 CFR § 1002.9(a)(2).

22 14. Regulation B defines "applicant" as "any person who requests or who has received
23 an extension of credit from a creditor...." 12 C.F.R. § 1002.2(e). Plaintiff requested an extension
24 of credit from Defendant by applying for a World of Hyatt Visa Signature credit card issued by
25 Defendant, so Plaintiff is an "applicant."

26 15. Regulation B defines "creditor" as "a person who, in the ordinary course of
27 business, regularly participates in a credit decision, including setting the terms of the credit." 12
28 C.F.R. § 1002.2(l). Defendant regularly participates in credit decisions, including setting the
terms of credit, in the ordinary course of business, so it is a "creditor."

16. Regulation B defines "adverse action" as:

(i) A refusal to grant credit in substantially the amount or on
substantially the terms requested in an application unless the
creditor makes a counteroffer (to grant credit in a different amount
or on other terms) and the applicant uses or expressly accepts the
credit offered;

(ii) A termination of an account or an unfavorable change in the

1 terms of an account that does not affect all or substantially all of a
2 class of the creditor's accounts; or

3 (iii) A refusal to increase the amount of credit available to an
4 applicant who has made an application for an increase.

5 12 C.F.R. § 1002.2(c)(1). Regulation B also excludes several actions from the definition of
6 "adverse action." 12 C.F.R. § 1002.2(c)(2). Defendant denied Plaintiff's credit card application
7 and Defendant's conduct is not excluded from the definition of "adverse action" under 12 C.F.R.
8 § 1002.2(c)(2). Defendant thus took an "adverse action" against Plaintiff.

9 17. Defendant failed to provide Plaintiff with a "statement of specific reasons for the
10 action taken" or "a disclosure of the applicant's right to a statement of specific reasons" within 30
11 days after receiving Plaintiff's credit application.

12 18. On or about September 19, 2018, Defendant sent a letter to Plaintiff at his
13 Berkeley, California address regarding the denial of Plaintiff's credit application, a copy of which
14 is attached hereto as Exhibit A. This letter does not include a "statement of specific reasons for
15 the action taken" or "a disclosure of the applicant's right to a statement of specific reasons."

16 19. Rather than include a "statement of specific reasons for the action taken," Exhibit
17 A states that Defendant "can't approve your request at this time because: Previous unsatisfactory
18 relationship with this bank". "Previous unsatisfactory relationship with this bank" does not
19 constitute a "specific reason" under the ECOA.

20 20. Regulation B requires that the statement of reasons "be specific and indicate the
21 principal reason(s) for the adverse action. Statements that the adverse action was based on the
22 creditor's internal standards or policies or that the applicant, joint applicant, or similar party failed
23 to achieve a qualifying score on the creditor's credit scoring system are insufficient." 12 C.F.R. §
24 1002.9(b)(2). The CFPB's official interpretation of Regulation B provides that: "[t]he specific
25 reasons disclosed under §§ 1002.9(a)(2) and (b)(2) must relate to and accurately describe the
26 factors actually considered or scored by a creditor." 12 C.F.R. Pt. 1002, Supp. I, ¶ 9(b)(2)-2.

27 21. Defendant's explanation for the adverse action taken is not specific and does not
28 accurately describe the factor(s) defendant considered in terminating Plaintiff's account.
Defendant's explanation is comparable to attributing the adverse action to "the creditor's internal

1 standards or policies,” which is expressly insufficient under the regulations. 12 CFR §
2 1002.9(b)(2).

3 22. Likewise, Exhibit A does not include a disclosure of Plaintiff’s “right to a
4 statement of specific reasons within 30 days, if the statement is requested within 60 days of the
5 creditor’s notification.” “The disclosure shall include the name, address, and telephone number of
6 the person or office from which the statement of reasons can be obtained.” 12 CFR §
7 1002.9(a)(2). Exhibit A lacks any such disclosure.

8 **Class Action Allegations**

9 23. Defendant violated the ECOA in the same way against other persons similiary
10 situated to Plaintiff. Plaintiff therefore brings this action on behalf of the following class pursuant
11 to Code of Civil Procedure § 382:

12 All natural persons to whom Defendant sent a letter giving
13 “Previous unsatisfactory relationship with this bank” as the only
14 reason for denying a credit application in the period beginning 5
15 years before the the filing of this action and ending on the day of
16 class certification.

17 24. The following individuals are excluded from the class: officers and directors of
18 Defendant and its parents, subsidiaries, affiliates, and any entity in which Defendant has a
19 controlling interest; and all judges assigned to hear any aspect of this litigation, as well as their
20 immediate family members.

21 25. Class certification is appropriate under Code of Civil Procedure § 382 because this
22 action satisfies the applicable numerosity, commonality, typicality, adequacy, predominance, and
23 superiority requirements.

24 26. Numerosity: The potential members of the class are so numerous that joinder of all
25 the members of the class is impracticable. Plaintiffs are informed and believe that there are at
26 least hundreds of class members.

27 27. Commonality: There are questions of law and fact common to the class that
28 predominate over any individualized questions, including but not limited to:

- a. Whether class members are “applicants” under the ECOA;
- b. Whether Defendant is a “creditor” under the ECOA;

- 1 c. Whether Defendant's denials of Plaintiff and class members' credit
- 2 applications constitute "adverse actions" under the ECOA;
- 3 d. Whether "previous unsatisfactory relationship with this bank" constitutes a
- 4 specific reason for the adverse actions taken;
- 5 e. Whether Plaintiff and the class are entitled to an award of punitive
- 6 damages under the ECOA;
- 7 f. Whether Plaintiff and the class are entitled to injunctive relief halting
- 8 Defendant's unlawful practices; and
- 9 g. Whether Plaintiff and the class are entitled to injunctive relief requiring
- 10 Defendant to notify them of the specific reason(s) why the adverse action
- 11 was taken.

12 28. Typicality: Plaintiff's claims are typical of the claims of the class in that Plaintiff
13 and the other class members each: (a) requested an extension of credit from Defendant, (b) had an
14 adverse action taken against them by Defendant, (c) was given "Previous unsatisfactory
15 relationship with this bank" as the only reason for Defendant's denial of their credit application;
16 and (d) was not provided a "a disclosure of the applicant's right to a statement of specific reasons"
17 within 30 days after Defendant received their credit applications. Defendant's conduct is common
18 to all class members and represents a common thread of conduct resulting in injury to all
19 members of the class. Plaintiff has suffered the harm alleged and has no interests antagonistic to
20 any other class member.

21 29. Adequacy: Plaintiff is a member of the class and will fairly and adequately
22 represent and protect the interests of the class. Plaintiff's interests do not conflict with the
23 interests of other class members. Furthermore, counsel for Plaintiff and the class are competent
24 and experienced in class action litigation and consumer protection litigation. Plaintiff's counsel
25 will fairly and adequately protect and represent the interests of the class.

26 30. Superiority: A class action is superior to other available means for the fair and
27 efficient adjudication of this controversy. The claims of individual class members are too small to
28 warrant individual action. Individual joinder of all class members is impracticable, and questions

1 of law and fact common to the class predominate over any questions affecting only individual
2 members of the class. Class treatment will allow those similarly situated persons to litigate their
3 claims in the manner that is most efficient and economical for the parties and the judicial system.

4 **First Cause of Action for Violation of the ECOA**

5 31. Plaintiff incorporates the foregoing paragraphs as though repeated here.

6 32. Plaintiff and class members are “applicants” under 12 C.F.R. § 1002.2(e) because
7 they requested an extension of credit from Defendant.

8 33. Defendant is a “creditor” under 12 C.F.R. § 1002.2(e) because it regularly
9 participates in credit decisions, including setting the terms of credit, in the ordinary course of
10 business.

11 34. Plaintiff and class members each had an “adverse action” taken against them by
12 Defendant under 12 C.F.R. § 1002.2(c) in that Defendant denied Plaintiff and each class
13 member’s credit application.

14 35. Defendant failed to provide Plaintiff and class members with a “statement of
15 specific reasons for the action taken” or “a disclosure of the applicant’s right to a statement of
16 specific reasons” within 30 days after receiving their credit application.

17 **Prayer for Relief**

18 WHEREFORE, Plaintiff, individually and on behalf of the class, prays for judgment as
19 follows:

- 20 1. For punitive damages of up to \$500,000 pursuant to 15 U.S.C. § 1691e(b) in an
21 amount to be proven at trial;
- 22 2. For injunctive relief pursuant to 15 U.S.C. § 1691e(c) including:
- 23 a. An order halting Defendant’s unlawful practices; and
- 24 b. An order requiring Defendant to notify class members of the specific
25 reason(s) why the adverse action was taken against them;
- 26 3. For attorneys’ fees and costs of suit pursuant to applicable law including, without
27 limitation, Code of Civil Procedure § 1021.5, Code of Civil Procedure § 1032, and
28 15 U.S.C. § 1691e(d); and

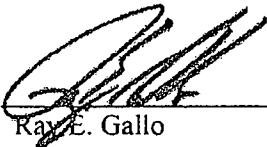
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4. For such other and further relief as the Court deems just and proper.

DATED: January 28, 2019

RESPECTFULLY SUBMITTED,

GALLO LLP

By: 
Ray E. Gallo

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial of all issues, claims, and causes of action so triable.

DATED: January 28, 2019

RESPECTFULLY SUBMITTED,

GALLO LLP

By: 

Ray E. Gallo

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006.

REDACTED

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Ray E. Gallo (SBN #158903); Dominic R. Valerian (SBN #240001) Gallo LLP 1604 Solano Ave., Suite B Berkeley, CA 94707 TELEPHONE NO.: 415-257-8800 FAX NO.: ATTORNEY FOR (Name): Jeffrey Chen	FOR COURT USE ONLY ENDORSED FILED ALAMEDA COUNTY JAN 28 2019 SUE RESKO
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1225 Fallon St. MAILING ADDRESS: 1225 Fallon St. CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME: Oakland - René C. Davidson Courthouse	CASE NAME: Jeffrey Chen v. Chase Bank USA, N.A.
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: RG19004405	JUDGE: DEPT:

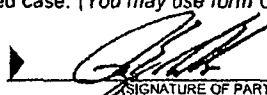
Items 1-6 below must be completed (see instructions on page 2).

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

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/IP/D/W/D (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 P/IP/D/W/D (23) Non-P/IP/D/W/D (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/IP/D/W/D tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input checked="" 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 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): 1
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: January 28, 2019
 Ray E. Gallo


 (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.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

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

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

F. ADDENDUM TO CIVIL CASE COVER SHEET

Short Title: Chen v. Chase Bank USA	Case Number:
--	--------------

CIVIL CASE COVER SHEET ADDENDUM

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

<input checked="" type="checkbox"/> Oakland, Rene C. Davidson Alameda County Courthouse (446)		<input type="checkbox"/> Hayward Hall of Justice (447)	<input type="checkbox"/> Pleasanton, Gale-Schenone Hall of Justice (448)
Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)	
Auto Tort	Auto tort (22)	<input type="checkbox"/> 34 Auto tort (G)	Is this an uninsured motorist case? <input type="checkbox"/> yes <input type="checkbox"/> no
Other PI /PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	<input type="checkbox"/> 75 Asbestos (D) <input type="checkbox"/> 89 Product liability (not asbestos or toxic tort/environmental) (G) <input type="checkbox"/> 97 Medical malpractice (G) <input type="checkbox"/> 33 Other PI/PD/WD tort (G)	
Non - PI/PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	<input type="checkbox"/> 79 Bus tort / unfair bus. practice (G) <input type="checkbox"/> 80 Civil rights (G) <input type="checkbox"/> 84 Defamation (G) <input type="checkbox"/> 24 Fraud (G) <input type="checkbox"/> 87 Intellectual property (G) <input type="checkbox"/> 59 Professional negligence - non-medical (G) <input type="checkbox"/> 03 Other non-PI/PD/WD tort (G)	
Employment	Wrongful termination (36) Other employment (15)	<input type="checkbox"/> 38 Wrongful termination (G) <input type="checkbox"/> 85 Other employment (G) <input type="checkbox"/> 53 Labor comm award confirmation <input type="checkbox"/> 54 Notice of appeal - L.C.A.	
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	<input type="checkbox"/> 04 Breach contract / Wrnty (G) <input type="checkbox"/> 81 Collections (G) <input type="checkbox"/> 86 Ins. coverage - non-complex (G) <input type="checkbox"/> 98 Other contract (G)	
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	<input type="checkbox"/> 18 Eminent domain / Inv Cdm (G) <input type="checkbox"/> 17 Wrongful eviction (G) <input type="checkbox"/> 36 Other real property (G)	
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	<input type="checkbox"/> 94 Unlawful Detainer - commercial <input type="checkbox"/> 47 Unlawful Detainer - residential <input type="checkbox"/> 21 Unlawful detainer - drugs	Is the deft. in possession of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	<input type="checkbox"/> 41 Asset forfeiture <input type="checkbox"/> 62 Pet. re: arbitration award <input type="checkbox"/> 49 Writ of mandate <input type="checkbox"/> 64 Other judicial review	Is this a CEQA action (Publ.Res.Code section 21000 et seq) <input type="checkbox"/> Yes <input type="checkbox"/> No
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	<input type="checkbox"/> 77 Antitrust / Trade regulation <input type="checkbox"/> 82 Construction defect <input type="checkbox"/> 78 Claims involving mass tort <input type="checkbox"/> 91 Securities litigation <input type="checkbox"/> 93 Toxic tort / Environmental <input type="checkbox"/> 95 Ins covrg from complex case type	
Enforcement of Judgment	Enforcement of judgment (20)	<input type="checkbox"/> 19 Enforcement of judgment <input type="checkbox"/> 08 Confession of judgment	
Misc Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	<input type="checkbox"/> 90 RICO (G) <input type="checkbox"/> 88 Partnership / Corp. governance (G) <input checked="" type="checkbox"/> 68 All other complaints (G)	
Misc. Civil Petition	Other petition (43)	<input type="checkbox"/> 06 Change of name <input type="checkbox"/> 69 Other petition	



Superior Court of California, County of Alameda Alternative Dispute Resolution (ADR) Information Packet

The person who files a civil lawsuit (plaintiff) must include the ADR Information Packet with the complaint when serving the defendant. Cross complainants must serve the ADR Information Packet on any new parties named to the action.

The Court *strongly encourages* the parties to use some form of ADR before proceeding to trial. You may choose ADR by:

- Indicating your preference on Case Management Form CM-110;
- Filing the Stipulation to ADR and Delay Initial Case Management Conference for 90 Days (a local form included with the information packet); or
- Agree to ADR at your Initial Case Management Conference.

QUESTIONS? Call (510) 891-6055. Email adrprogram@alameda.courts.ca.gov
Or visit the court's website at <http://www.alameda.courts.ca.gov/adr>

What Are The Advantages Of Using ADR?

- *Faster* – Litigation can take years to complete but ADR usually takes weeks or months.
- *Cheaper* – Parties can save on attorneys' fees and litigation costs.
- *More control and flexibility* – Parties choose the ADR process appropriate for their case.
- *Cooperative and less stressful* – In mediation, parties cooperate to find a mutually agreeable resolution.
- *Preserve Relationships* – A mediator can help you effectively communicate your interests and point of view to the other side. This is an important benefit when you want to preserve a relationship.

What Is The Disadvantage Of Using ADR?

- *You may go to court anyway* – If you cannot resolve your dispute using ADR, you may still have to spend time and money resolving your lawsuit through the courts.

What ADR Options Are Available?

- *Mediation* – A neutral person (mediator) helps the parties communicate, clarify facts, identify legal issues, explore settlement options, and agree on a solution that is acceptable to all sides.
 - o Court Mediation Program: Mediators do not charge fees for the first two hours of mediation. If parties need more time, they must pay the mediator's regular fees.

Some mediators ask for a deposit before mediation starts which is subject to a refund for unused time.

- **Private Mediation:** This is mediation where the parties pay the mediator's regular fees and may choose a mediator outside the court's panel.
- **Arbitration** – A neutral person (arbitrator) hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial and the rules of evidence are often relaxed. Arbitration is effective when the parties want someone other than themselves to decide the outcome.
- **Judicial Arbitration Program (non-binding):** The judge can refer a case or the parties can agree to use judicial arbitration. The parties select an arbitrator from a list provided by the court. If the parties cannot agree on an arbitrator, one will be assigned by the court. There is no fee for the arbitrator. The arbitrator must send the decision (award of the arbitrator) to the court. The parties have the right to reject the award and proceed to trial.
- **Private Arbitration (binding and non-binding)** occurs when parties involved in a dispute either agree or are contractually obligated. This option takes place outside of the courts and is normally binding meaning the arbitrator's decision is final.

Mediation Service Programs In Alameda County

Low cost mediation services are available through non-profit community organizations. Trained volunteer mediators provide these services. Contact the following organizations for more information:

SEEDS Community Resolution Center

2530 San Pablo Avenue, Suite A, Berkeley, CA 94702-1612

Telephone: (510) 548-2377 Website: www.seedsrc.org

Their mission is to provide mediation, facilitation, training and education programs in our diverse communities – Services that Encourage Effective Dialogue and Solution-making.

Center for Community Dispute Settlement

291 McLeod Street, Livermore, CA 94550

Telephone: (925) 373-1035 Website: www.trivalleymediation.com

CCDS provides services in the Tri-Valley area for all of Alameda County.

For Victim/Offender Restorative Justice Services

Catholic Charities of the East Bay: Oakland

433 Jefferson Street, Oakland, CA 94607

Telephone: (510) 768-3100 Website: www.cceb.org

Mediation sessions involve the youth, victim, and family members work toward a mutually agreeable restitution agreement.

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, ALAMEDA COUNTY STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	
STIPULATION TO ATTEND ALTERNATIVE DISPUTE RESOLUTION (ADR) AND DELAY INITIAL CASE MANAGEMENT CONFERENCE FOR 90 DAYS	CASE NUMBER: _____

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

This stipulation is effective when:

- All parties have signed and filed this stipulation with the Case Management Conference Statement at least 15 days before the initial case management conference.
- A copy of this stipulation has been received by the ADR Program Administrator, 1225 Fallon Street, Oakland, CA 94612.

1. Date complaint filed: _____ An Initial Case Management Conference is scheduled for:

Date: _____ Time: _____ Department: _____

2. Counsel and all parties certify they have met and conferred and have selected the following ADR process (check one):

- Court mediation Judicial arbitration
 Private mediation Private arbitration

3. All parties agree to complete ADR within 90 days and certify that:

- a. No party to the case has requested a complex civil litigation determination hearing;
- b. All parties have been served and intend to submit to the jurisdiction of the court;
- c. All parties have agreed to a specific plan for sufficient discovery to make the ADR process meaningful;
- d. Copies of this stipulation and self-addressed stamped envelopes are provided for returning endorsed filed stamped copies to counsel and all parties;
- e. Case management statements are submitted with this stipulation;
- f. All parties will attend ADR conferences; and,
- g. The court will not allow more than 90 days to complete ADR.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

_____ _____
 (TYPE OR PRINT NAME) (SIGNATURE OF PLAINTIFF)

Date: _____

_____ _____
 (TYPE OR PRINT NAME) (SIGNATURE OF ATTORNEY FOR PLAINTIFF)

