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CENTRAL DIVISION

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CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
(Hall Of Justice)

GILBERT GARCIA,

Plaintiff,

v.

CITY OF OCEANSIDE, a public entity;
CHIEF FRANK McCOY; CAPTAIN
REGINALD GRIGSBY; and
DOES 1 through 20 inclusive,
Defendants.

CASE NO.: 37-2011-00101110-CU-WT-CTL

COMPLAINT FOR:

1. Discrimination In Violation Of Government Code §12940 (Race/National Origin);
2. Failure to Prevent Harassment/Discrimination/Retaliation; Govt. Code §12940(k)
3. Intentional Infliction Of Emotional Distress

GENERAL ALLEGATIONS

1. Plaintiff GARCIA at all times relevant in this complaint had his place of residence in the County of San Diego, State of California.

2. Defendant, City of Oceanside, is a municipality located in the County of San Diego, State of California, and operates a police department called Oceanside Police Department ("OPD"). OPD at all relevant times had in excess of 100 employees.

3. Defendant CHIEF FRANK McCOY ("McCOY") is the Chief of Police for defendant OPD, is an employee of OPD and was at all relevant times a supervisor of GARCIA. McCOY is white.

1 4. Defendant CAPTAIN REGINALD GRIGSBY ("GRIGSBY") is an employee of OPD
2 and was at all relevant times a supervisor of GARCIA. GRIGSBY is African-American and had
3 previously sued the OPD alleging that OPD used minority officers and employees as "scapegoats."

4 5. Sgt. Travis Norton ("Norton") is an employee of OPD and was at all relevant times
5 a supervisor of GARCIA. Norton is white.

6 6. Sgt. Dave Larsen ("Larsen") is an employee of OPD and was at all relevant times
7 above GARCIA in the hierarchy of OPD. Larsen is white.

8 7. Plaintiff GARCIA is unaware of the true names and capacities of the defendants
9 named as DOES 1-20, and therefore sues these defendants as fictitious parties. Plaintiff will, upon
10 learning the true names and capacities of these DOE defendants, seek leave to amend the complaint
11 so that the true names and capacities of these individuals may be added to the complaint. At this
12 time, plaintiff GARCIA states on information and belief that each of the fictitiously named
13 defendants is and/or acted as the agent of the other defendants and is responsible for the occurrences
14 herein alleged, and is liable to plaintiff for the damages proximately caused thereby.

15 8. Plaintiff GARCIA was hired by OPD in or about July 2007. GARCIA was hired as
16 a police officer. GARCIA is of Hispanic descent and is a member of a recognized minority group
17 protected under the Fair Employment and Housing Act.

18 9. GARCIA was very good at his job and received numerous accolades from OPD.

19 10. In August 2008, GARCIA received a radio call from OPD dispatch of a reckless
20 driver. The report of a reckless driver was made by a Mr. Ortiz. Ortiz had reported a driver in his
21 neighborhood who was drinking a beer while driving recklessly. Ortiz that the driver had thrown
22 a beer can out the window in the presence of some people playing basketball in the neighborhood.
23 Ortiz had provided the make, model and plate number for the car. Dispatch ran the plate and
24 provided GARCIA with the address of the registered owner of the car. The registered owner of the
25 car was Larsen. GARCIA was unaware at the time that the owner of the car was Sgt. Larsen of
26 OPD.

27 11. GARCIA drove to the neighborhood where the car was reported but the driver had
28 already left the scene. GARCIA then started looking for the car and went driving toward the target

1 address that had been obtained by dispatch. While en route to Larsen's residence, GARCIA was
2 called by Norton. Norton asked GARCIA if he realized that the owner of the vehicle was SGT.
3 Larsen.

4 12. Norton told GARCIA not to go to Larsen's house and instead to meet Norton at an
5 intersection near Larsen's house. Norton met GARCIA near Roosevelt Middle School. Norton
6 ordered GARCIA not to use the radio during the rest of the investigation of this incident. When
7 Norton arrived at the school, he started making phone calls.

8 13. Norton called the citizen who made the report, Ortiz. Ortiz reported that the driver
9 of the car was wearing a green, camouflage type hat. Norton also talked to GRIGSBY who directed
10 that we go to Larsen's house and determine if Larsen was the reckless driver. GARCIA told Norton
11 that "We need to be professional and I have a family." Norton responded that when we get to the
12 house "he's not going to be drunk."

13 14. Norton and GARCIA went to Larsen's house and knocked on the door. Larsen
14 partially opened the door. Larsen was wearing a green, camouflage type hat. Norton asked Larsen
15 if he was just driving his car and Larsen denied that he was and also denied that anyone else was
16 driving his car. Later in the interview, Larsen admitted that he was driving the car from In-N-Out
17 Burger. Norton and GARCIA then left the Larsen residence. Norton told GARCIA "it's him and
18 he's hammered."

19 15. Norton made another call to a superior officer who instructed Norton and GARCIA
20 to go to Ortiz's residence and obtain a statement. While at Ortiz's home, Norton stated that the
21 batteries in his recorder were dead and instructed GARCIA to record the interview with Ortiz.
22 GARCIA recorded the interview. Ortiz reported that the driver (Larsen) was flaunting that he was
23 drinking and driving and had a real attitude about it. Ortiz also said he appeared that Larsen was
24 lost since this was a residential street. At no time did Ortiz say he did not want to make a complaint
25 nor did he say he wanted to drop the matter. Ortiz has a nine year old daughter who was present at
26 the interview.

27 16. After the interview of Ortiz, Norton made another phone call to a superior officer.
28 Norton told the superior officer that the driver was Larsen and was told to investigate the incident

1 as a DUI. Norton and GARCIA were instructed to return to Larsen's residence and perform
2 Standard Field Sobriety Tests and obtain a Preliminary Alcohol Screen ("PAS"), i.e. breathalyzer,
3 result.

4 17. Norton and GARCIA returned to Larsen's house and Norton told GARCIA to record
5 the incident. Norton told Larsen that there was a report of someone driving "... passed some kids,
6 drinking, turned back around looked at them and then threw a beer can out the window." Norton
7 then asked Larsen if that was you. **Larsen admitted that it was and claimed he had only two beers.**
8 **Norton then asked Larsen to blow a PAS and Larsen said: "Now? I'm going to blow over." Norton**
9 **responded: "OK. Why don't you hang tight here for me OK, while I make a couple of calls."**
10 Norton went to make some calls out of the hearing of GARCIA. Norton then returned and told
11 GARCIA to go to the car so that Norton could have a private conversation with Larsen.

12 18. After his private conversation with Larsen, Norton joined GARCIA by the car.
13 **Norton asked GARCIA if he was still recording and GARCIA said no. GARCIA asked Norton what**
14 **was going on. Norton responded that we were "cleared" by the Captain (GRIGSBY) and the Chief**
15 **of Police (McCOY), and that they (GRIGSBY and McCOY) had made a decision. Norton ordered**
16 **GARCIA to get rid of the recordings and "if it ever came to an investigation that I'll [Norton] take**
17 **the hit for it." GARCIA asked if he was sure and was told that the Chief had approved this. Norton**
18 **said: "cops don't record cops" and "he [Larsen] saved me when I was a young officer."**

19 19. GARCIA asked Norton if he needed to write a report regarding the incident. Norton
20 responded that he (Norton) was instructed to write a "Confidential Memorandum." GARCIA asked
21 what that was and Norton responded: "I don't know, but I'm going to find out." Norton told
22 GARCIA to clear the call with "Information Only" ("IO").

23 20. GARCIA was very upset by Norton's and the OPD command's instructions.
24 GARCIA was being ordered to cover up the fact that a senior OPD officer was drinking and driving
25 in a residential neighborhood in the vicinity of kids and had thrown a beer can out the window.
26 GARCIA initially thought that it might be a test to see if he would go along.

27 21. **Prior to the DUI incident involving Larsen, GARCIA was under investigation for a**
28 **false claim of sexual harassment by Kim Hirst.** Lewd, vulgar and sexual comments were

1 commonplace within the OPD throughout GARCIA's employment and were accepted practice.
2 None of GARCIA'S supervisors had ever stated that such talk in the workplace was prohibited.
3 GARCIA never thought that such speech was cause for disciplinary action.

4 22. Ms. Hirst was an employee of AFN, Inc., a contractor for the San Diego Sheriff's
5 Department. GARCIA had carried on a banter involving sexual innuendo and lewd remarks for
6 approximately three months in the summer of 2008, a year before the DUI incident. The banter was
7 initiated by Ms. Hirst and ultimately it made GARCIA uncomfortable so he ceased. In April 2009
8 GARCIA made a remark to a coworker of Hirst's that GARCIA thought Hirst was "a tease."
9 Unknown to GARCIA, the coworker turned out to be Hirst's supervisor and Hirst's supervisor
10 initiated a complaint. In an apparent attempt to save her job, Hirst claimed sexual harassment
11 against GARCIA based solely on a comment. Hirst's claims of sexual harassment were false
12 because she had invited the comments and of course was not bothered by them and at not time was
13 harassed by GARCIA. She never reported the comments made by GARCIA nor did she ever tell
14 GARCIA to stop. Indeed, Hirst called GARCIA and tried to start an affair with him. GARCIA
15 refused Hirst's advances.

16 23. GARCIA had three interviews with Internal Affairs and was told that comments were
17 not grounds for termination since GARCIA had never been subject to discipline previously, they told
18 GARCIA it was "survivable." During the four months prior to the DUI incident GARCIA was not
19 suspended – he continued with his normal work schedule.

20 24. After the DUI incident, GARCIA was very uncomfortable with being told to cover
21 up Larsen's DUI particularly since he was already under investigation by Internal Affairs. GARCIA
22 talked to his union representative, Martin Morjabe. The union representative told GARCIA not to
23 destroy the tapes, that he should not go along with the cover-up and to talk to the union's attorney.
24 GARCIA did talk to the union's attorney.

25 25. Plaintiff is informed and believes and thereon alleges that Morjabe reported to OPD
26 command that GARCIA was refusing to go along with the cover-up of Larsen's DUI. Morjabe
27 informed GARCIA that two OPD sergeants had told him that they had heard that GARCIA was
28 going to "take out" OPD command with the tapes. OPD and its command officers, McCOY and

1 GRIGSBY, retaliated against GARCIA for refusing to cover up the DUI of Larsen.

2 26. Shortly after GARCIA learned that OPD command was aware that he was not going
3 along with the cover-up, GARCIA was suddenly put on administrative leave due to the unfounded
4 sexual harassment allegations.

5 27. McCOY and GRIGSBY then added to the pending sexual harassment charge a charge
6 that GARCIA was "untruthful." The untruthful charge is the most damning charge for a police
7 officer. Plaintiff is informed and believes and thereon alleges that McCOY and GRIGSBY knew
8 that this charge was false yet made it anyway.

9 28. The sexual harassment charge then turned into a witch hunt to have GARCIA
10 terminated. This was a complete turnaround from what GARCIA had been told previously, that the
11 complaint was "survivable."

12 29. GARCIA was given a perfunctory Skelly hearing after which the deciding official
13 decided that GARCIA should be terminated. GARCIA appealed the decision through an arbitration.

14 30. The arbitration was handled for the OPD by Senior Deputy City Attorney Tarquin
15 Preziosi. OPD used the testimony of Ms. Hirst as a centerpiece of their evidence against GARCIA
16 at the arbitration. The arbitrator found Hirst credible enough and affirmed the termination decision.

17 31. After GARCIA was terminated, in or about October 2010 Hirst initiated a civil
18 complaint against him and the City of Oceanside and the OPD. GARCIA submitted a demand for
19 defense and indemnification under Labor Code §2802. In further retaliation for refusing to cover
20 up the misdeeds of a white officer and because GARCIA is Hispanic, OPD refused GARCIA'S
21 lawful demand for a defense and indemnification. This demand was reiterated and on each occasion
22 denied.

23 32. During GARCIA'S ongoing attempts to defend himself from Hirst's unfounded
24 charges, GARCIA attended a session of Hirst's deposition. This was on September 6, 2011. The
25 OPD was represented at this deposition by Senior Deputy City Attorney Preziosi, the same attorney
26 who represented the OPD at the arbitration on GARCIA's termination. After the deposition,
27 GARCIA approached Preziosi and said, "You know she [Hirst] is lying, right?" Preziosi started
28 laughing, and responded, "Yes, we know she's lying." GARCIA got very angry and told Preziosi

1 "You guys railroaded me. Are you going to give me my job back?" Preziosi continued laughing
2 and remarked that it was not his department.

3 33. Plaintiff is informed and believes and thereon alleges that OPD knowingly used the
4 perjured testimony of Ms. Hirst against plaintiff at the arbitration hearing thus making the arbitration
5 and the entire Skelly procedure a sham. Plaintiff did not discover this sham until it was admitted
6 by OPD on September 6, 2011.

7 **FIRST CAUSE OF ACTION**
8 **(Discrimination in violation of Government Code §12940 (Race/National Origin)**
9 **(Against OPD)**

10 34. The allegations of paragraphs 1 through 33, inclusive, are realleged and incorporated
11 by reference.

12 35. At all times relevant in this complaint, Government Code sections 12900 et. seq. were
13 in full force and effect, and were binding upon all defendants and each of them. Government Code
14 section 12940 requires that employers employing more than five employees refrain from
15 discriminating against any employee on the basis of race and national origin.

16 36. Plaintiff GARCIA has complied with the exhaustion of administrative remedies
17 requirements of Government Code section 12940 et seq. The Department of Fair Employment and
18 Housing has issued a right to sue letter.

19 37. OPD's conduct in terminating plaintiff's contract arbitrarily, capriciously and without
20 just cause in violation of the FEHA was malicious, oppressive and in conscious disregard of
21 plaintiff's rights. OPD's conduct in using

22 **SECOND CAUSE OF ACTION**
23 **(Failure to Prevent Harassment/Discrimination/Retaliation; Govt. Code §12940(k))**

24 38. The allegations of paragraphs 1 through 33, inclusive, are realleged and incorporated
25 by reference.

26 39. OPD knew or should have known about the common use of sexual comments in the
27 workplace set forth above. OPD failed to implement adequate training, policies or instructions to
28 inform its employees, including plaintiff, that such language was prohibited and could constitute the
basis for disciplinary action up to and including termination. OPD also knew or should have known

1 that OPD command covered up the misdeeds of white officers and used minority officers as
2 scapegoats which constituted discrimination. OPD also knew or should have known of the "code
3 of silence" that prevailed in the OPD command and that minority officers that refused to go along
4 would be subjected to retaliation. OPD breached its duty to prevent harassment/
5 discrimination/harassment. Accordingly, OPD violated Govt. Code §12940(k) and Title 2 of the
6 California Code of Regulations §7287.6(3).

7 40. As a proximate result of the aforementioned violations, Plaintiff has been damaged
8 in an amount according to proof, but in an amount in excess of the jurisdiction of this Court.
9 Plaintiff also seeks "affirmative relief" or "prospective relief" as defined by Govt. Code §12926.

10 41. The conduct of defendants, including their agents and employees, was done with
11 conscious disregard of plaintiff's rights, was carried out by authorized agents acting in a deliberate,
12 calloused, and intentional manner in order to injure and damage plaintiff, which conduct was
13 despicable, egregious and oppressive, and constituted fraud, malice or oppression as defined by Civil
14 Code section 3294. Therefore, plaintiff is entitled to punitive damages in an amount sufficient to
15 punish or set an example of defendants, in a sum to be proven at trial.

16 **THIRD CAUSE OF ACTION**
17 **(Intentional infliction of emotional distress)**
18 **(Against All Defendants)**

19 42. The allegations of paragraphs 1 through 33, inclusive, are realleged and incorporated
20 by reference.

21 43. The aforementioned conduct of defendants was outrageous and was intended to cause
22 harm to plaintiff or defendants acted with reckless disregard of the probability that plaintiff would
23 suffer emotional distress.

24 44. As a proximate result of the aforementioned violations, Plaintiff has suffered severe
25 emotional distress and defendants' conduct was a substantial factor in causing plaintiff's severe
26 emotional distress.

27 45. Plaintiff been damaged in an amount according to proof, but in an amount in excess
28 of the jurisdiction of this Court.

///

1 PRAYER

2 WHEREFORE, Plaintiff Gilbert Garcia prays for judgment against defendants City Of
3 Oceanside; Chief Frank McCoy; Captain Reginald Grigsby and Does 1 through 20 as follows:

4 1. For compensatory damages including lost wages, lost employee benefits, bonuses,
5 vacation benefits, mental and emotional distress, and other general and special damages according
6 to proof;

7 2. For incidental, consequential and punitive damages according to proof;

8 3. For prejudgment interest at the legal rate;

9 4. For attorney fees as provided for under the FEHA;

10 5. For restitution;

11 6. For costs of suit herein incurred; and

12 7. For such other and further relief as the court may deem just and proper.

13 Dated: November 14, 2011

Mitchell | Gilleon Law Firm

14 
15 Daniel M. Gilleon, Attorneys for
16 Plaintiff Gilbert Garcia

**SUPERIOR COURT OF CALIFORNIA
County of SAN DIEGO**

Register of Actions Notice

Case Number: 37-2011-00101110-CU-WT-CTL
Case Title: Garcia vs. City Of Oceanside [IMAGED]
Case Status: Case Closed - Transfer
Case Category: Civil - Unlimited
Case Type: Wrongful Termination

Filing Date: 11/14/2011
Case Age: 39 days
Location: Central
Judicial Officer: William S. Dato
Department: C-67

Future Events

Date	Time	Department	Event
No future events			

Participants

Name	Role	Representation
Captain Reginald Grigsby	Defendant	Nash, Deborah
Chief Frank McCoy	Defendant	Nash, Deborah
City Of Oceanside	Defendant	Nash, Deborah
Garcia, Gilbert	Plaintiff	Gilleon, Daniel M; Simpson, Sean D

Representation

Name	Address	Phone Number
GILLEON, DANIEL M	MITCHELL & GILLEON 1320 Columbia Street 200 San Diego CA 92101	(619) 702-8623
NASH, DEBORAH	300 N Coast Highway Oceanside CA 92054	(760) 435-3969
SIMPSON, SEAN D	SIMPSON MOORE LLP 121 Broadway Sixth Floor San Diego CA 92101	(619) 236-9697, (619) 236-9696

ROA#	Entry Date	Short/Long Entry	Filed By
1	11/14/2011	Complaint filed by Garcia, Gilbert. Refers to: City Of Oceanside; Chief Frank McCoy; Captain Reginald Grigsby	Garcia, Gilbert (Plaintiff)
2	11/15/2011	Original Summons filed by Garcia, Gilbert. Refers to: City Of Oceanside; Chief Frank McCoy; Captain Reginald Grigsby	Garcia, Gilbert (Plaintiff)
3	11/14/2011	Civil Case Cover Sheet filed by Garcia, Gilbert. Refers to: City Of Oceanside; Chief Frank McCoy; Captain Reginald Grigsby	Garcia, Gilbert (Plaintiff)
4	11/16/2011	Summons issued.	
5	11/16/2011	Case assigned to Judicial Officer Dato, William.	
6	11/16/2011	[Another document for ROA# 6]	
6	11/16/2011	[Another document for ROA# 6]	
6	11/16/2011	Case initiation form printed.	
7	12/05/2011	Certificate of Service filed by Garcia, Gilbert.	Garcia, Gilbert (Plaintiff)
8	12/13/2011	Stipulation - Other (STIPULATION AND ORDER TO CHANGE VENUE GRANTED/conformed copy via ABC) filed by Garcia, Gilbert. Refers to: City Of Oceanside; Chief Frank McCoy; Captain Reginald Grigsby	Garcia, Gilbert (Plaintiff)
9	12/23/2011	Case file contents transferred to receiving court San Diego pursuant to court order.	
10	12/23/2011	Case Transferred to North County per Stipulation and Order signed 12/13/2011.	

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

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

**NOTICE TO DEFENDANT: CITY OF OCEANSIDE, a public
(AVISO AL DEMANDADO):** entity; CHIEF FRANK McCOY;
CAPTAIN REGINALD GRIGSBY; and DOES 1 through 20
inclusive

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

F I L E D
M. BANE

NOV 15 2011

Clerk of the Superior Court

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

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

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

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o 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, County of San Diego
330 West Broadway
San Diego, CA 92101

CASE NUMBER

(Número del Caso)

37-2011-00101110-CU-WT-CTL

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):

Daniel M. Gilleon (SBN 195200)

619.702.8623

619.702.6337

Mitchell | Gilleon Law Firm

1320 Columbia Street, Suite 200

San Diego, CA 92101

DATE:

NOV 15 2011

Clerk, by

(Secretario)

M. BANE

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons. (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under:

CCP 416.10 (corporation)

CCP 416.20 (defunct corporation)

CCP 416.40 (association or partnership)

other (specify):

CCP 416.60 (minor)

CCP 416.70 (conservatee)

CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

[SEAL]



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Daniel M. Gilleon (SBN 195200) Mitchell Gilleon Law Firm 1320 Columbia Street, Suite 200 San Diego, CA 92101		FOR COURT USE ONLY	
TELEPHONE NO. 619.702.8623 FAX NO. 619.702.6337		2011 NOV 14 AM 9:54	
ATTORNEY FOR (Name): Plaintiff Gilbert Garcia		CLERK OF SUPERIOR COURT SAN DIEGO COUNTY, CA	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS 330 West Broadway MAILING ADDRESS CITY AND ZIP CODE San Diego, CA 92101 BRANCH NAME Hall of Justice			
CASE NAME: Garcia v. City of Oceanside			
CIVIL CASE COVER SHEET		Complex Case Designation	
<input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		<input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: 37-2011-00101110-CU-WT-CTL	
		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 PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (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-PI/PD/WD tort (35) Employment <input checked="" 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 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)
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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): three
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: November 14, 2011

Daniel M. Gilleon (SBN 195200)

(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.

Page 1 of 2