

# RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

*Bike*

*1/14/24*

DESCRIPTION AND LOCATION OF SCHEDULED EVENT(S)

DATE RELEASE SIGNED

**AMP**

IN CONSIDERATION of being permitted to compete, officiate, observe, work or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself, his personal representative, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters, and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, competition vehicle owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or less control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S), whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

## ALL SECTIONS MUST BE COMPLETED.

PRINT NAME HERE	SIGN NAME HERE	DUTIES	WRIST BAND #
<i>Matthew Peters</i>	<i>Matthew Peters</i>	<input checked="" type="checkbox"/> Driver <input type="checkbox"/> Non-Driver	<i>46571</i>
<i>Adam R</i>	<i>Adam R</i>	<input checked="" type="checkbox"/> Driver <input type="checkbox"/> Non-Driver	<i>46572</i>
<i>SYLVIA HOUSTON</i>	<i>Sylvia Houston</i>	<input checked="" type="checkbox"/> Driver <input type="checkbox"/> Non-Driver	<i>46573</i>
<i>David Steward</i>	<i>David Steward</i>	<input checked="" type="checkbox"/> Driver <input type="checkbox"/> Non-Driver	<i>46574</i>
<i>Shawn Mitchell</i>	<i>Shawn Mitchell</i>	<input checked="" type="checkbox"/> Driver <input type="checkbox"/> Non-Driver	<i>46575</i>
<i>Sebastian Mueller</i>	<i>Sebastian Mueller</i>	<input checked="" type="checkbox"/> Driver <input type="checkbox"/> Non-Driver	<i>46576</i>
<i>Greg Dacher</i>	<i>Greg Dacher</i>	<input checked="" type="checkbox"/> Driver <input type="checkbox"/> Non-Driver	<i>46577</i>
<i>MAX CHISON</i>	<i>Max Chison</i>	<input checked="" type="checkbox"/> Driver <input type="checkbox"/> Non-Driver	<i>46578</i>
<i>MIKE ASINAKIS</i>	<i>Mike Asinakis</i>	<input checked="" type="checkbox"/> Driver <input type="checkbox"/> Non-Driver	<i>46579</i>
<i>MIKE DZIOGACH</i>	<i>Mike Dziozach</i>	<input checked="" type="checkbox"/> Driver <input type="checkbox"/> Non-Driver	<i>46580</i>

SIGNATURE AND TITLE OF WITNESS

ADDRESS OF WITNESS

*Adams Motorsports Park  
PO BOX 3912  
Riverside, CA 92519*

\*\*\*DO NOT SIGN A COPY\*\*\*



# RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

DESCRIPTION AND LOCATION OF SCHEDULED EVENT(S)

DATE RELEASE SIGNED

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1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters, and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
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DUTIES

WRIST BAND #

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I HAVE READ THIS RELEASE

☐ Driver ☐ Non-Driver

SIGNATURE AND TITLE OF WITNESS

Adams Motorsports Park  
ADDRESS OF WITNESS  
TO BOX 3912

Riverside, CA 92519

\*\*\*DO NOT SIGN A COPY\*\*\*



David R. Flyer, Bar #100697  
Raquel Flyer Dachner, Bar #282248  
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davidflyer@flyerandflyer.com  
raquelflyer@flyerandflyer.com

Attorneys for Plaintiff  
GREG DACHNER

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE

GREG DACHNER,

Plaintiff,

vs.

ROCCO LANDERS; STONEY LANDERS;  
JAIME LANDERS; LANDERS RACING TEAM;  
and DOES 1 through 100, inclusive,

Defendants.

Case No. CVRI2404163

**COMPLAINT FOR DAMAGES BASED  
ON NEGLIGENCE**

Unlimited Civil Jurisdiction

PLAINTIFF DEMANDS JURY TRIAL

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

COMES NOW Plaintiff and states:

**I. MATERIAL FACTS**

This case arises out of Defendant ROCCO LANDERS' (hereinafter "ROCCO," first names are used not out of disrespect but convenience because the Defendants share the same last name), negligent operation of his motorcycle at Adam's Motorsport Park on January 14, 2024. Defendants STONEY LANDERS ("STONEY") and JAMIE LANDERS ("JAMIE"), are ROCCO's parents and the owners/operators of Defendant LANDERS RACING TEAM ("LANDERS RACING"), and were negligent in management and control of that business. ROCCO was riding on behalf of LANDERS RACING on January 14, 2024. Plaintiff GREG DACHNER (hereinafter "DACHNER"), a husband and father of two young children, has ridden motorcycles almost his whole life, and ridden

1 supermoto at Adam's Motorsport Park for over ten years. On January 14, 2024, he was riding at a  
2 safe and controlled speed. Plaintiff rode a first session without any incidents then watched a second  
3 session. During that second session, ROCCO crashed his motorcycle twice within approximately ten  
4 minutes. Plaintiff rode a third session with ROCCO. They rode about five laps before ROCCO lost  
5 control of his motorcycle from behind Plaintiff, over corrected, ran off the track through the dirt, and  
6 crashed directly into Plaintiff's left side. Immediately upon impact, Plaintiff heard and felt his left  
7 ankle break and twist to a degree that his foot was pointed in the wrong direction. Plaintiff's left leg  
8 had two broken bones, numerous ligament tears, and his ankle was dislocated with multiple fully  
9 ruptured ligaments and tendons. Plaintiff has to date required one surgery, where other surgeries are  
10 projected, was placed in a thigh-high cast, and was unable to go to his work for a substantial period  
11 of time. He was also unable to sufficiently play with or provide care to his children.

12 ROCCO, STONEY, JAIME, and LANDERS RACING's disregard for the safety of others is  
13 widely apparent on their social media pages and in the promotions of their racing team. Defendants  
14 have posted numerous images of ROCCO crashing at the same track where he injured Plaintiff on  
15 similar type turns; showing no regard for the likelihood of causing harm to others, including  
16 Plaintiff.

## 17 II. THE PARTIES

18 1. Plaintiff GREG DACHNER is an individual residing in Orange County, California.

19 2. Defendant ROCCO LANDERS is an individual residing in Los Angeles County,  
20 California.

21 3. Defendant STONEY LANDERS is an individual residing in Los Angeles County,  
22 California.

23 4. Defendant JAMIE LANDERS is an individual residing in Los Angeles County,  
24 California.

25 5. Defendant LANDERS RACING TEAM is a Motorcycle racing business owned and  
26 operated by the other Defendants, in many southern California counties.

27 6. The true names and capacities, whether individual, corporate, associate, or otherwise,  
28 of Defendants sued as DOES 1 through 100, inclusive, are unknown to Plaintiff who therefore sues



1 said Defendants by such fictitious names; Plaintiff will amend this complaint to show such true  
2 names and capacities when he has ascertained the same.

3 7. At all times herein mentioned, each of the Defendants was the agent and/or employee  
4 of each of the remaining Defendants, and was at all times herein mentioned acting within the course  
5 and scope of such agency and employment, and/or ratified the actions or omissions of each of the  
6 other Defendants. Plaintiff is further informed and believes, and thereon alleges, that each of the said  
7 Defendants is in some manner responsible for the collision and damages caused to Plaintiff.

### 8 III. JURISDICTION AND VENUE

9 8. Jurisdiction is proper in the Superior Court of the State of California, and venue is  
10 proper in the County of Riverside under California Civil Procedure Code §395 because the collision  
11 occurred at a race track in Riverside County, California. The amount in controversy in this matter  
12 exceeds the jurisdictional minimum for unlimited civil matters.

### 13 IV. FACTUAL HISTORY

14 9. Plaintiff age 37 years, husband, and father of two young children, is an automotive  
15 engineer with a highly demanding job. He has been riding motorcycles almost his entire life and  
16 lives a very active lifestyle with his family; enjoying exercising, running, and playing sports with his  
17 children. Because he has a family to provide for, and is very experienced at riding, he mostly rides  
18 supermoto practice sessions which involve: (1) lower speeds by all participants; (2) reduced  
19 competitiveness and risk than in racing; and (3) closed course track with limited number of riders to  
20 allow reasonable space for riding.

21 10. On January 14, 2024, Plaintiff was riding at Adam's Motorsport Park, a place where  
22 he has ridden supermoto for over ten years. As usual, he was riding at a safe and controlled speed.  
23 Plaintiff rode a first session without any incidents then rested and watched a second session.  
24 ROCCO was riding on behalf of his race team LANDERS RACING. The race team is owned,  
25 managed, and operated by Defendants STONEY and JAMIE. During the second session, ROCCO  
26 crashed his motorcycle twice within approximately ten minutes.

27 11. Plaintiff rode a third session with ROCCO. They rode about five laps before ROCCO  
28 lost control from behind Plaintiff, over corrected, ran off the track through the dirt, and crashed

1 directly into Plaintiff's left side. Immediately upon impact, Plaintiff heard and felt his left ankle  
2 break and twist to a degree that his foot was pointed in the wrong direction. He was in excruciating  
3 pain.

4 12. Plaintiff immediately pulled off the track. ROCCO came around and asked if he was  
5 alright. ROCCO acknowledged that the collision was entirely his fault.

6 13. Plaintiff was unable to walk after the crash. He had to be taken by ambulance to the  
7 emergency room at Riverside Community Hospital. He was placed in a splint and instructed to see  
8 an orthopedic surgeon, which he did.

9 14. Plaintiff was diagnosed with a left fibula break, left tibia break, and a left ankle break.  
10 Plaintiff was placed in a thigh-high cast with orders for an MRI. The MRI results revealed that  
11 Plaintiff had significant ligament and tendon damage throughout his leg and ankle. The fibula break  
12 resulted in complete rupture of his interosseous ligament, requiring surgery.

13 15. On January 26, 2024, Plaintiff underwent surgery involving setting the bones and  
14 insertion of hardware. The surgery was successful, however, his surgeon advised Plaintiff that he still  
15 had complete ruptures in multiple ligaments in his ankle. His surgeon further stated that because the  
16 break is in the middle of the joint it will likely result in osteoarthritis throughout Plaintiff's life.

17 16. Following surgery, Plaintiff had his leg wrapped in a cast for two weeks. After the  
18 two weeks he wore a boot for an additional four weeks. During this time, Plaintiff required crutches  
19 or a scooter to move around. On March 16, 2024, about two months after the date of the injury,  
20 Plaintiff was advised that he could start walking without crutches. He also was prescribed physical  
21 therapy.

22 17. Although, Plaintiff can now walk, he experiences pain and swelling. His surgeon  
23 advised him that the location of the break in the middle of his ankle joint indicates that he will likely  
24 develop arthritis, and will probably require further surgeries.

## 25 V. CAUSE OF ACTION

26 (For Negligence Against All Defendants)

27 18. Plaintiff re-alleges and incorporates by reference paragraph numbers 1 through 17,  
28 inclusive, as though set forth herein.



1           19. Defendants owed a duty to carefully manage, maintain, control and operate a  
2 motorcycle on a race track. Defendants breached their duty of care, and failed to act in a manner that  
3 a reasonably careful person would have acted in Defendants' situation. ROCCO was negligent  
4 because after having had multiple crashes in the same location at Adam's Motorsport Park, he  
5 continued to drive in a negligent matter, at a speed faster than he could control his motorcycle.  
6 Defendants STONEY, JAMIE, and LANDERS RACING were negligent because they managed,  
7 controlled, encouraged and supported ROCCO to ride in a negligent matter despite witnessing that  
8 he was riding in a dangerous manner. They were also responsible for maintaining and repairing the  
9 motorcycle, which duty they failed to properly perform. Further, ROCCO was riding on behalf of  
10 LANDERS RACING, owned, operated and controlled by STONEY and JAMIE. LANDERS  
11 RACING promotes and benefits from ROCCO's motorcycle riding and gave ROCCO authority to  
12 continue to ride in a negligent manner.

13           20. Plaintiff was seriously harmed physically due to the broken leg and ankle, the need  
14 for surgeries, and the likely development of lifelong arthritis. Plaintiff was seriously harmed  
15 economically due to incurring past medical bills and with a likelihood of future medical bills. He  
16 also sustained loss of past employment services which will probably impact his future employment  
17 opportunities. Plaintiff experienced and experiences severe emotional distress, due to pain and  
18 suffering, and not being able to care for his children in the manner he had become accustomed to  
19 prior to the collision.

20           21. Defendants' negligence was a substantial factor in causing Plaintiff's harm.

21           WHEREFORE, Plaintiff prays for judgment against all Defendants as follows:

- 22           1. For general damages;  
23           2. For special damages;  
24           3. For attorney's fees and costs;

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- 1 4. For prejudgment interest at the legal rate on a sum certain; and  
2 5. For such other and further relief as shall be proper.

3 Respectfully submitted,

4 FLYER & FLYER, A PROFESSIONAL  
5 LAW CORPORATION

6 Dated: July 22, 2024

7 By:

  
8 David R. Flyer  
9 Raquel Flyer Dachner  
10 Attorneys for Plaintiff  
11 GREG DACHNER

12 PLAINTIFF DEMANDS JURY TRIAL  
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# SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House  
4050 Main Street, Riverside, CA 92501  
[www.riverside.courts.ca.gov](http://www.riverside.courts.ca.gov)

Case Number: CVRI2404163

Case Name: DACHNER vs LANDERS

## NOTICE OF DEPARTMENT ASSIGNMENT



The above entitled case is assigned to the Honorable Eric A Keen in Department 6 for All Purposes.

Any disqualification pursuant to CCP section 170.6 shall be filed in accordance with that section.

The court follows California Rules of Court, Rule 3.1308(a)(1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law and motion matter are posted on the internet by 3:00 p.m. on the court day immediately before the hearing at <http://riverside.courts.ca.gov/tentativerulings.shtml>. If you do not have internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, you must (1) notify the judicial secretary at (760) 904-5722 and (2) inform all other parties, no later than 4:30 p.m. the court day before the hearing. If no request for oral argument is made by 4:30 p.m., the tentative ruling will become the final ruling on the matter effective the date of the hearing.


The filing party shall serve a copy of this notice on all parties.

	Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form ( <a href="https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf">https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf</a> ) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.
	Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing <a href="mailto:ADA@riverside.courts.ca.gov">ADA@riverside.courts.ca.gov</a> to request an accommodation. A <i>Request for Accommodations by Persons With Disabilities and Order</i> (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)

Dated: 07/31/2024

JASON B. GALKIN,  
Court Executive Officer/Clerk of the Court

by:



J. Blackwell, Deputy Clerk

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House  
4050 Main Street, Riverside, CA 92501  
www.riverside.courts.ca.gov

Case Number: CVRI2404163

Case Name: DACHNER vs LANDERS

STONEY LANDERS

## NOTICE OF CASE MANAGEMENT CONFERENCE

The Case Management Conference is scheduled as follows:

Hearing Date	Hearing Time	Department
01/27/2025	8:30 AM	Department 6
Location of Hearing: 4050 Main Street, Riverside, CA 92501		

No later than 15 calendar days before the date set for the case management conference or review, each party must file a case management statement and serve it on all other parties in the case. CRC, Rule 3.725.

The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6 shall be filed in accordance with that section.



**Remote Appearance at Hearing:** The court **strongly encourages** parties and counsel to appear remotely for non-evidentiary hearings in civil cases. Pursuant to local rule 3132, persons intending to appear remotely shall notify all opposing parties of their intention to appear remotely before the hearing. Notice may be given informally, including by telephone, email, or text message. To appear remotely, on the day of the hearing, either use your computer, mobile device, or dial (833) 568-8864 (toll free) or (669) 254-5252, when prompted enter:

Meeting ID: 161-830-3643 #

Access Code: Press the # key (no number after the #)

Please MUTE your phone until your case is called, and it is your turn to speak. It is important to note that you must call twenty (20) minutes prior to the scheduled hearing time to check in or there may be a delay in your case being heard.



	<p>Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form (<a href="https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf">https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf</a>) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.</p>
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#### CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the Notice of Case Management Conference on this date, by depositing said copy as stated above.

Dated: 07/31/2024

JASON B. GALKIN,  
Court Executive Officer/Clerk of the Court

by: 

J. Blackwell, Deputy Clerk



SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
[www.riverside.courts.ca.gov](http://www.riverside.courts.ca.gov)

Self-represented parties: <https://www.riverside.courts.ca.gov/SelfHelp/self-help.php>

**ALTERNATIVE DISPUTE RESOLUTION (ADR) –  
INFORMATION PACKAGE**

**\*\*\* THE PLAINTIFF MUST SERVE THIS INFORMATION PACKAGE  
ON EACH PARTY WITH THE COMPLAINT. \*\*\***

**What is ADR?**

Alternative Dispute Resolution (ADR) is a way of solving legal disputes without going to trial. The main types are mediation, arbitration, and settlement conferences.

**Advantages of ADR:**

- ✦ Faster: ADR can be done in a 1-day session within months after filing the complaint.
- ✦ Less expensive: Parties can save court costs and attorneys' and witness fees.
- ✦ More control: Parties choose their ADR process and provider.
- ✦ Less stressful: ADR is done informally in private offices, not public courtrooms.

**Disadvantages of ADR:**

- ✦ No public trial: Parties do not get a decision by a judge or jury.
- ✦ Costs: Parties may have to pay for both ADR and litigation.

**Main Types of ADR:**

**Mediation:** In mediation, the mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to create a settlement agreement that is acceptable to everyone. If the parties do not wish to settle the case, they go to trial.

**Mediation may be appropriate when the parties:**

- ✦ want to work out a solution but need help from a neutral person; or
- ✦ have communication problems or strong emotions that interfere with resolution; or
- ✦ have a continuing business or personal relationship.

**Mediation is not appropriate when the parties:**

- ✦ want their public "day in court" or a judicial determination on points of law or fact;
- ✦ lack equal bargaining power or have a history of physical/emotional abuse.

**Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration the arbitrator's decision is final; there is no right to trial. In "non-binding" arbitration, any party can request a trial after the arbitrator's decision. The court's mandatory Judicial Arbitration program is non-binding.



Arbitration may be appropriate when the parties:

- ⌚ want to avoid trial, but still want a neutral person to decide the outcome of the case.

Arbitration is not appropriate when the parties:

- ⌚ do not want to risk going through both arbitration and trial (Judicial Arbitration)
- ⌚ do not want to give up their right to trial (binding arbitration)

**Settlement Conferences:** Settlement conferences are similar to mediation, but the settlement officer usually tries to negotiate an agreement by giving strong opinions about the strengths and weaknesses of the case, its monetary value, and the probable outcome at trial. Settlement conferences often involve attorneys more than the parties and often take place close to the trial date.

**RIVERSIDE COUNTY SUPERIOR COURT ADR REQUIREMENTS**

ADR Information and forms are posted on the ADR website:  
<https://www.riverside.courts.ca.gov/Divisions/ADR/ADR.php>

**General Policy:**

Parties in most general civil cases are expected to participate in an ADR process before requesting a trial date and to participate in a settlement conference before trial. (Local Rule 3200)

**Court-Ordered ADR:**

Certain cases valued at under \$50,000 may be ordered to judicial arbitration or mediation. This order is usually made at the Case Management Conference. See the "Court-Ordered Mediation Information Sheet" on the ADR website for more information.

**Private ADR (for cases not ordered to arbitration or mediation):**

Parties schedule and pay for their ADR process without Court involvement. Parties may schedule private ADR at any time; there is no need to wait until the Case Management Conference. See the "Private Mediation Information Sheet" on the ADR website for more information.

**BEFORE THE CASE MANAGEMENT CONFERENCE (CMC), ALL PARTIES MUST:**

1. Discuss ADR with all parties at least 30 days before the CMC. Discuss:
  - ⌚ Your preferences for mediation or arbitration.
  - ⌚ Your schedule for discovery (getting the information you need) to make good decisions about settling the case at mediation or presenting your case at an arbitration.
2. File the attached "Stipulation for ADR" along with the Case Management Statement, if all parties can agree.
3. Be prepared to tell the judge your preference for mediation or arbitration and the date when you could complete it.

(Local Rule 3218)

**RIVERSIDE COUNTY ADR PROVIDERS INCLUDE:**

- ⌚ The Court's Civil Mediation Panel (available for both Court-Ordered Mediation and Private Mediation). See <https://adr.riverside.courts.ca.gov/Home/CivilMedPanel> or ask for the list in the civil clerk's office, attorney window.
- ⌚ Riverside County ADR providers funded by DRPA (Dispute Resolution Program Act):
  - Dispute Resolution Service (DRS) Riverside County Bar Association: (951) 682-1015
  - Dispute Resolution Center, Community Action Partnership (CAP): (951) 955-4900
  - Chapman University School of Law Mediation Clinic (services only available at the court)

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**

- |   |  |
|---|--|
| <input type="checkbox"/> BLYTHE 265 N. Broadway, Blythe, CA 92225                       | <input type="checkbox"/> MURRIETA 30755-D Auld Rd., Murrieta, CA 92563                 |
| <input type="checkbox"/> CORONA 505 S. Buena Vista, Rm. 201, Corona, CA 92882           | <input type="checkbox"/> PALM SPRINGS 3255 Tahquitz Canyon Way, Palm Springs, CA 92262 |
| <input type="checkbox"/> MORENO VALLEY 13800 Heacock St. #D201, Moreno Valley, CA 92553 | <input type="checkbox"/> RIVERSIDE 4050 Main St., Riverside, CA 92501                  |

**RI-ADR001**

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): _____			
PLAINTIFF/PETITIONER: _____			
DEFENDANT/RESPONDENT: _____			
		CASE NUMBER: _____	
		CASE MANAGEMENT CONFERENCE DATE(S): _____	
<p align="center"><b>STIPULATION FOR ALTERNATIVE DISPUTE RESOLUTION (ADR)</b> (CRC 3.2221; Local Rule, Title 3, Division 2)</p>			

**Court-Ordered ADR:**

Eligibility for Court-Ordered Mediation or Judicial Arbitration will be determined at the Case Management Conference. If eligible, the parties agree to participate in:

- ☐ Mediation
 ☐ Judicial Arbitration (non-binding)

**Private ADR:**

If the case is not eligible for Court-Ordered Mediation or Judicial Arbitration, the parties agree to participate in the following ADR process, which they will arrange and pay for without court involvement:

- ☐ Mediation
 ☐ Judicial Arbitration (non-binding)  
☐ Binding Arbitration
 ☐ Other (describe): \_\_\_\_\_

Proposed date to complete ADR: \_\_\_\_\_

**SUBMIT THIS FORM ALONG WITH THE CASE MANAGEMENT STATEMENT.**

_____ (PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	_____ (SIGNATURE OF PARTY OR ATTORNEY)	_____ (DATE)
_____ (PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	_____ (SIGNATURE OF PARTY OR ATTORNEY)	_____ (DATE)
_____ (PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	_____ (SIGNATURE OF PARTY OR ATTORNEY)	_____ (DATE)
_____ (PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	_____ (SIGNATURE OF PARTY OR ATTORNEY)	_____ (DATE)