

**SUMMONS  
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**  
CORNELL UNIVERSITY

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

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
KEVIN VANGINDEREN

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

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.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:  
(El nombre y dirección de la corte es):  
Superior Court of California, County of San Diego  
500 3rd Ave.  
Chula Vista, CA 91910-5649

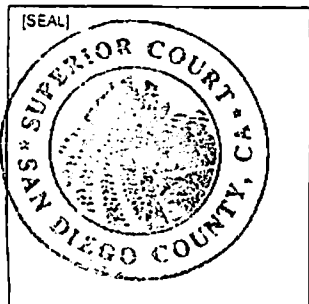
CASE NUMBER  
(Número del Caso) **37-2007-00076496-CU-DF-SC**

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):  
Kevin Vanginderen  
637 Third Ave., Ste. E1, Chula Vista, CA 91910

DATE:  
(Fecha) **OCT 01 2007**

Clerk, by \_\_\_\_\_ Deputy  
(Secretario) *[Signature]* (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**

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): *Cornell University*  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date)



4.  Plaintiff (name): Kevin Vanginderen  
is doing business under the fictitious name (specify):

and has complied with the fictitious business name laws.

5. Each defendant named above is a natural person

a.  except defendant (name):

(1)  a business organization, form unknown

(2)  a corporation

(3)  an unincorporated entity (describe):

(4)  a public entity (describe): a public university

(5)  other (specify):

c.  except defendant (name):

(1)  a business organization, form unknown

(2)  a corporation

(3)  an unincorporated entity (describe):

(4)  a public entity (describe):

(5)  other (specify):

b.  except defendant (name):

(1)  a business organization, form unknown

(2)  a corporation

(3)  an unincorporated entity (describe):

(4)  a public entity (describe):

(5)  other (specify):

d.  except defendant (name):

(1)  a business organization, form unknown

(2)  a corporation

(3)  an unincorporated entity (describe):

(4)  a public entity (describe):

(5)  other (specify):

Information about additional defendants who are not natural persons is contained in Complaint — Attachment 5.

6. The true names and capacities of defendants sued as Does are unknown to plaintiff.

7.  Defendants who are joined pursuant to Code of Civil Procedure section 382 are (names):

8. This court is the proper court because

a.  at least one defendant now resides in its jurisdictional area.

b.  the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.

c.  injury to person or damage to personal property occurred in its jurisdictional area.

d.  other (specify):

9.  Plaintiff is required to comply with a claims statute, and

a.  plaintiff has complied with applicable claims statutes, or

b.  plaintiff is excused from complying because (specify):

10. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- a.  Motor Vehicle  
 b.  General Negligence  
 c.  Intentional Tort  
 d.  Products Liability  
 e.  Premises Liability  
 f.  Other (specify):

11. Plaintiff has suffered

- a.  wage loss  
 b.  loss of use of property  
 c.  hospital and medical expenses  
 d.  general damage  
 e.  property damage  
 f.  loss of earning capacity  
 g.  other damage (specify): loss of reputation, mental anguish

12.  The damages claimed for wrongful death and the relationships of plaintiff to the deceased are  
 a.  listed in Complaint — Attachment 12.  
 b.  as follows:

13. The relief sought in this complaint is within the jurisdiction of this court.

14. PLAINTIFF PRAYS for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. (1)  compensatory damages  
 (2)  punitive damages  
 b. The amount of damages is (you must check (1) in cases for personal injury or wrongful death):  
 (1)  according to proof  
 (2)  in the amount of: \$ 1,000,000.00

15.  The paragraphs of this complaint alleged on information and belief are as follows (specify paragraph numbers):

Date: October 1, 2007

Kevin Vanginderen

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

1

(number)

## CAUSE OF ACTION - Intentional Tort

Page 4ATTACHMENT TO  Complaint  Cross-Complaint*(Use a separate cause of action form for each cause of action.)*

IT-1. Plaintiff (name): Kevin Vanginderen

alleges that defendant (name): Cornell Univeristy

 Does \_\_\_\_\_ to \_\_\_\_\_

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant intentionally caused the damage to plaintiff

on (date): March 17 1983, September 2, 2007, and continuing

at (place): Cornell Univeristy, Chula Vista, CA, and to all national and international internet service protocol adresses

(description of reasons for liability):

On March 17, 1983, a publication funded and operated by the defendant named the "Cornell Chronicle", was published with defamatory and libelous information about the plaintiff. The publication stated that an incorrect criminal charge was brought against the plaintiff, it misstated the basis for the actual charge brought against him and further portrayed the plaintiff as the likely perpetrator and suspect of numerous crimes he was never investigated for, charged with, nor had any involvement in. Sometime in the year 2007, the defendant republished this article onto the internet by placing it in the public domain on the defendant's library website for the first time, which was over twenty four years after its first more limited publication.

On September 2, 2007, the plainitff first became aware of the original publication when he conducted an annual "google search" of his name on the internet. The false statements became prominently available to the plaintiff and all others running a similar commonly conducted search. The defendant was informed of these circumstances by the plaintiff on that date and asked to correct it, however, the defendant has refused to delete this information from the public domain resulting in potentially infinite occurences of new counts of liability for libel.

The defendant is liable for damages for multiple counts of Libel dating back over twenty four years. The plaintiff has suffered extreme emotional distress and loss of reputation from the conduct of the defendant and requests general and punitive damages in the amount of \$1,000,000.

2

(number)

## CAUSE OF ACTION - Intentional Tort

Page 5ATTACHMENT TO  Complaint  Cross-Complaint*(Use a separate cause of action form for each cause of action.)*

IT-1. Plaintiff (name): Kevin Vanginderen

alleges that defendant (name): Cornell Univeristy

 Does \_\_\_\_\_ to \_\_\_\_\_

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant intentionally caused the damage to plaintiff

on (date): September 2, 2007, and continuing

at (place): Chula Vista, CA, and to all national and international internet service protocol addresses

(description of reasons for liability):

On March 17, 1983, a publication funded and operated by the defendant named the "Cornell Chronicle", was published with information which stated that a criminal charge was brought against the plaintiff and that he was the likely perpetrator and suspect of numerous crimes that he was never charged with. Sometime in the year 2007, the defendant republished this article onto the internet by placing it in the public domain on the defendant's library website for the first time, twenty four years after its first limited publication.

On September 2, 2007, the plaintiff first became aware of the original publication when he conducted an annual "google search" of his name on the internet. The defendant's statements from 1983 regarding the plaintiff have now for the first time become prominently available to the plaintiff and all others running a similar commonly conducted search. The information stating that a charge had been brought against the plaintiff in 1983 was first made available by the defendant in a prominent manner on the internet over twenty four years after the event. The defendant was informed of these circumstances by the plaintiff on that date and asked to delete it, however, the defendant has refused to delete this information from the public domain resulting in potentially infinite occurrences of new counts of liability for Public Disclosure of Private Facts.

The defendant is liable for damages for multiple counts of tortious Public Disclosure of Private Facts for disclosing private information dating back over twenty four years. The plaintiff has suffered extreme emotional distress and loss of reputation from the conduct of the defendant and requests general and punitive damages in the amount of \$1,000,000.

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS: 500 Third Avenue	
MAILING ADDRESS: 500 Third Avenue	
CITY AND ZIP CODE: Chula Vista, CA 91910-5649	
BRANCH NAME: South County	
TELEPHONE NUMBER: (619) 691-4400	
PLAINTIFF(S) / PETITIONER(S): KEVIN VANGINDEREN	
DEFENDANT(S) / RESPONDENT(S): Cornell University	
VANGINDEREN VS. CORNELL UNIVERSITY	
<b>NOTICE OF CASE ASSIGNMENT</b>	CASE NUMBER: 37-2007-00076496-CU-DF-SC

Judge: William S. Cannon

Department: S-04

COMPLAINT/PETITION FILED: 10/01/2007

**CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW**

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

**COMPLAINTS:** Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

**DEFAULT:** If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CASE NUMBER: 37-2007-00076496-CU-DF-SC

CASE TITLE: VANGINDEREN vs. Cornell University

## NOTICE TO LITIGANTS/ADR INFORMATION PACKAGE

You are required to serve a copy of this Notice to Litigants/ADR Information Package and a copy of the blank Stipulation to Alternative Dispute Resolution Process (received from the Civil Business Office at the time of filing) with a copy of the Summons and Complaint on all defendants in accordance with San Diego Superior Court Rule 2.1.5, Division II and CRC Rule 201.9.

### ADR POLICY

It is the policy of the San Diego Superior Court to strongly support the use of Alternative Dispute Resolution ("ADR") in all general civil cases. The court has long recognized the value of early case management intervention and the use of alternative dispute resolution options for amenable and eligible cases. The use of ADR will be discussed at all Case Management Conferences. It is the court's expectation that litigants will utilize some form of ADR – i.e. the court's mediation or arbitration programs or other available private ADR options as a mechanism for case settlement before trial.

### ADR OPTIONS

**1) CIVIL MEDIATION PROGRAM:** The San Diego Superior Court Civil Mediation Program is designed to assist parties with the early resolution of their dispute. All general civil independent calendar cases, including construction defect, complex and eminent domain cases are eligible to participate in the program. Limited civil collection cases are not eligible at this time. San Diego Superior Court Local Rule 2.31, Division II addresses this program specifically. Mediation is a non-binding process in which a trained mediator 1) facilitates communication between disputants, and 2) assists parties in reaching a mutually acceptable resolution of all or part of their dispute. In this process, the mediator carefully explores not only the relevant evidence and law, but also the parties' underlying interests, needs and priorities. The mediator is not the decision-maker and will not resolve the dispute – the parties do. Mediation is a flexible, informal and confidential process that is less stressful than a formalized trial. It can also save time and money, allow for greater client participation and allow for more flexibility in creating a resolution.

**Assignment to Mediation, Cost and Timelines:** Parties may stipulate to mediation at any time up to the CMC or may stipulate to mediation at the CMC. Mediator fees and expenses are split equally by the parties, unless otherwise agreed. Mediators on the court's approved panel have agreed to the court's payment schedule for county-referred mediation: \$150.00 per hour for each of the first two hours and their individual rate per hour thereafter. Parties may select any mediator, however, the court maintains a panel of court-approved mediators who have satisfied panel requirements and who must adhere to ethical standards. All court-approved mediator fees and other policies are listed in the Mediator Directory at each court location to assist parties with selection. **Discovery:** Parties do not need to conduct full discovery in the case before mediation is considered, utilized or referred. **Attendance at Mediation:** Trial counsel, parties and all persons with full authority to settle the case must personally attend the mediation, unless excused by the court for good cause.

**2) JUDICIAL ARBITRATION:** Judicial Arbitration is a binding or non-binding process where an arbitrator applies the law to the facts of the case and issues an award. The goal of judicial arbitration is to provide parties with an adjudication that is earlier, faster, less formal and less expensive than trial. The arbitrator's award may either become the judgment in the case if all parties accept or if no trial de novo is requested within the required time. Either party may reject the award and request a trial de novo before the assigned judge if the arbitration was non-binding. If a trial de novo is requested, the trial will usually be scheduled within a year of the filing date.

**Assignment to Arbitration, Cost and Timelines:** Parties may stipulate to binding or non-binding judicial arbitration or the judge may order the matter to arbitration at the case management conference, held approximately 150 days after filing, if a case is valued at under \$50,000 and is "at issue". The court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. In addition, if parties select an arbitrator from the court's panel, the court will pay the arbitrator's fees. Superior Court



**3) SETTLEMENT CONFERENCES:** The goal of a settlement conference is to assist the parties in their efforts to negotiate a settlement of all or part of the dispute. Parties may, at any time, request a settlement conference before the judge assigned to their case; request another assigned judge or a pro tem to act as settlement officer; or may privately utilize the services of a retired judge. The court may also order a case to a mandatory settlement conference prior to trial before the court's assigned Settlement Conference judge.

**4) OTHER VOLUNTARY ADR:** Parties may voluntarily stipulate to private ADR options outside the court system including private binding arbitration, private early neutral evaluation or private judging at any time by completing the "Stipulation to Alternative Dispute Resolution Process" which is included in this ADR package. Parties may also utilize mediation services offered by programs that are partially funded by the county's Dispute Resolution Programs Act. These services are available at no cost or on a sliding scale based on need. For a list of approved DRPA providers, please contact the County's DRPA program office at (619) 428-3200.

**ADDITIONAL ADR INFORMATION:** For more information about the Civil Mediation Program, please contact the Civil Mediation Department at (619) 515-8908. For more information about the Judicial Arbitration Program, please contact the Arbitration Office at (619) 531-3818. For more information about Settlement Conferences, please contact the Independent Calendar department to which your case is assigned. Please note that staff can only discuss ADR options and cannot give legal advice.

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 500 Third Avenue MAILING ADDRESS: 500 Third Avenue CITY, STATE, & ZIP CODE: Chula Vista, CA 91910-5649 BRANCH NAME: South County	<b>FOR COURT USE ONLY</b>
<b>PLAINTIFF(S): KEVIN VANGINDEREN</b>	
<b>DEFENDANT(S): Cornell University</b>	
<b>SHORT TITLE: VANGINDEREN VS. CORNELL UNIVERSITY</b>	
<b>STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION PROCESS (CRC 3.221)</b>	<b>CASE NUMBER: 37-2007-00076496-CU-DF-SC</b>

Judge: William S. Cannon

Department: S-04

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution process. Selection of any of these options will not delay any case management time-lines.

- |   |   |
|---|---|
| <input type="checkbox"/> Court-Referred Mediation Program                   | <input type="checkbox"/> Court-Ordered Nonbinding Arbitration           |
| <input type="checkbox"/> Private Neutral Evaluation                         | <input type="checkbox"/> Court-Ordered Binding Arbitration (Stipulated) |
| <input type="checkbox"/> Private Mini-Trial                                 | <input type="checkbox"/> Private Reference to General Referee           |
| <input type="checkbox"/> Private Summary Jury Trial                         | <input type="checkbox"/> Private Reference to Judge                     |
| <input type="checkbox"/> Private Settlement Conference with Private Neutral | <input type="checkbox"/> Private Binding Arbitration                    |
| <input type="checkbox"/> Other (specify): _____                             |   |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) \_\_\_\_\_

Alternate: (mediation & arbitration only) \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Plaintiff

\_\_\_\_\_  
Name of Defendant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Plaintiff's Attorney

\_\_\_\_\_  
Name of Defendant's Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

(Attach another sheet if additional names are necessary). It is the duty of the parties to notify the court of any settlement pursuant to California Rules of Court, 3.1385. Upon notification of the settlement the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court and all un-served, non-appearing or actions by names parties are dismissed.

**IT IS SO ORDERED.**

Dated: 10/01/2007

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT