**No. S258498**

# IN THE SUPREME COURT
# OF THE STATE OF CALIFORNIA

**JANE DOE,**
**Plaintiff/Cross-Defendant/Respondent,**
**v.**

**CURTIS OLSON,**
**Defendant/Cross-Complainant/Appellant.**

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**AFTER A DECISION BY THE COURT OF APPEAL, SECOND APPELLATE DISTRICT, DIVISION EIGHT**
**CASE NO. B286105**

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# APPLICATION FOR LEAVE TO FILE BRIEF AND BRIEF OF *AMICI CURIAE* IN SUPPORT OF PLAINTIFF/CROSS-DEFENDANT/RESPONDENT, JANE DOE

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## APPLICATION FOR LEAVE TO FILE BRIEF AMICI CURIAE

Pursuant to California Rules of Court 8.520(f), Aimee Zeltzer, counsel for *amici curiae* respectfully requests permission to file this *amici curiae* brief in support of Plaintiff, Cross-Defendant and Respondent, Jane Doe.

## STATEMENT OF INTEREST OF *AMICI CURIAE*

*Amici curiae* are experienced lawyer-mediators and teachers of mediation procedure and techniques to mediation students at both law schools and other educational institutions. Collectively, they have settled thousands of disputes over the past three decades and taught mediation procedure and best mediation practices to hundreds of future mediators.

*Amici* also have considerable experience with civil harassment restraining order proceedings and the California Academy of Mediation Professionals ("CAMP") program that led to the mediated agreement at issue in this case.

**John K. Mitchell, Esq**. of Trusted Mediators, in Long Beach, California has worked with California Academy of Mediation Professionals (CAMP), the organization that mediated the restraining order agreement in this case for Ms. Doe and counsel

for Defendant, Cross-Plaintiff and Appellant Curtis Olson. According to CAMP, Mitchell is recognized as an expert in the field of restraining order mediation. Prior to Covid-19, Mitchell regularly volunteered for the restraining order courts, on a weekly basis to conduct civil harassment and domestic violence mediations.

Mitchell leads The Restraining Order Clinic of Los Angeles, a boutique law firm dedicated to seeking peace for their clients by regularly using mutual "stay-away" agreements with non-disparagement clauses like the one at issue in this case. The Restraining Order Clinic of Los Angeles has served individuals, schools and companies throughout California for restraining order defense and prosecution. Mitchell has handled mediation for both federal and state court cases. Mitchell is also a law school lecturer on the faculty of the USC Gould School of Law. He has designed peacemaking methodologies, tools and best practices for closing cases in mediation and taught advanced mediation skills. Further, Mitchell has also served as judge pro tempore for the Los Angeles Superior Court from December 2014 to the present. He is certified to hear cases involving, among other things: civil harassment, domestic violence, elder & dependent adult abuse, workplace violence, and gun violence. Mitchell has presided over 500 cases on the bench, hearing both civil and criminal matters. Mitchell received his BA in Rhetoric

from UC Davis (1983), J.D. (top 15% of class) from University of West L.A.(1995), and Advanced Professional Certificate from California State University Northridge (2019).

**Dr. Jack. R. Goetz, Esq.,** M.B.A., Ph.D., is a lecturer in law at USC Gould School of Law. Prior to moving to USC in 2015, he was the academic lead for a 100-hour mediation training certificate program that he created in 2009 and then taught for seven years at the California State University campuses in Northridge and Dominguez Hills.

Dr. Goetz serves as president of the non-profit company Educational Solutions 4 Change, which among other things, offers low-cost mediation training to other non-profit and governmental groups. In that capacity, he was academic director for a mediation-training program offered to the Los Angeles Police Department, Office of the Ombuds (2015) and currently serves in the same capacity for the Los Angeles County Bar Association (LACBA) and its mediation training program.

As a neutral, Dr. Goetz serves the public privately as well as serving on various public panels, including serving as an arbitrator and mediator and vice chair for the LACBA's Attorney-Client Mediation and Arbitration Services, an arbitrator for the Financial Industry Regulatory Association (FINRA), and a mediator for the Ventura County Superior Court. He additionally served as a temporary judge for the Los Angeles Superior Court

from 2012-2017. Dr. Goetz served four years as a member of the Board of Directors for the Southern California Mediation Association (SCMA) and was the SCMA president in 2018. The Los Angeles Superior Court Alternative Dispute Resolution Program honored him as the 2011 "Outstanding Volunteer" for his service. He also served as a member of the California State Bar Committee on Alternative Dispute Resolution from 2014-2017.

Dr. Goetz has served as the co-mediator or solo mediator in 137 civil harassment cases in Los Angeles Superior Court since 2009, and overseen hundreds more in his supervisory role as a faculty member mentoring new mediators. He provided input for the initial Mutual Stay-Away and No Contact Settlement Agreement for the Van Nuys courthouse in 2010 and provides pro bono assistance from time to time with non-profit mediation panels seeking to understand civil harassment mediation.

Dr. Goetz received his PhD in Education from Capella University (2006), his JD from Boston University (1979), his MBA from Pepperdine University (1990), and his BA in Economics from San Diego State University (1976).

## THE ACCOMPANYING BRIEF WILL ASSIST THE COURT IN DECIDING THIS MATTER

In light of *amici*'s background, in-depth familiarity with how mediated stay-away agreements like the one at issue in this case are reached, and expertise with respect to the law governing civil harassment restraining order proceedings and mediations, *amici* have a vital interest in ensuring that judicial interpretation of such agreements are consistent with the applicable law, the policies underlying the use of mediation programs in civil harassment restraining order proceedings, and best mediation practices.

## IDENTIFICATION OF AUTHOR AND MONETARY CONTRIBUTIONS

Pursuant to California Rules of Court 8.520(f)(4), no party's counsel authored this brief in part or in whole. No party, or party's counsel, made a monetary contribution intended to fund the preparation or submission of this brief. No person other than *amici curiae* or their counsel made such a monetary contribution.

## CONCLUSION

For the reasons stated above, *amici* respectfully submit that the proposed brief will help illuminate the Court in deciding the matter and therefore, request the Court's leave to file it.

Dated: December 24, 2020

Respectfully submitted,

By Aimee Zeltzer

Aimee Zeltzer Esq.

*Counsel for Amici Curiae*

*John K. Mitchell, Esq. and*
*Dr. Jack. R. Goetz, Esq.*

## INTRODUCTION

The parties dispute the reach of the "stay away" agreement reached during a civil harassment restraining order mediation. The agreement provided, among other things:

(3) The parties agree not to contact or communicate with one another or guests accompanying them, except in writing and/or as required by law. (AA 99.)[1]

(4) Should the parties encounter each other in a public place or in common areas near their residences, they shall seek to honor this agreement by going their respective directions away from one another. (AA 99.)

(5) ***The parties agree not to disparage one another.*** (AA 99 emphasis added.)

Olson contends that Doe violated this agreement by presenting her allegations in a court of law, which had the effect of "disparaging" him. Doe contends that the non-disparagement clause in the agreement seeks only to bring and keep peace between them and does not waive or otherwise impair her right to seek the adjudication of other disputes and damages claims in a court of law. Doe's position is correct, as it is consistent with (1)

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[1] Jane Doe's Opening Brief, submitted to the California Supreme Court on May 5, 2020, hereinafter "OB." Appellant's Appendix submitted to the Court of Appeal on June 26, 2018, hereinafter "AA." Family Violence Appellant Project Amici Brief submitted to the Court on December 23, 2020, hereinafter "FVAP."

the statutory context in which civil harassment restraining order proceedings arise (Cal. Code Civ. Proc. § 527.6); (2) the admonitions that civil harassment restraining order mediators are trained to give the parties; and (3) the admonitions that the mediator in this case actually and correctly gave the parties here.

## ARGUMENT

### A. Restraining Order Courts Do Not Have Jurisdiction Over Damages Claims

Restraining order courts deal with two types of cases: (1) domestic violence restraining orders, where parties are related or have an expectation of affection, and (2) civil harassment restraining orders ("CHRO"), where parties are not related or involved in an intimate relationship, such as neighbors. Restraining order courts regularly order parties into court sponsored mediation programs, where volunteer mediators are specifically trained to mediate these types of cases to reach agreements often called "stay away" agreements.

CHRO mediations and any agreements that arise out of them must comport with the statutory strictures of Code of Civil Procedure section 527.6—the statute that confers jurisdiction to the superior courts to issue civil harassment restraining orders.

If a mediated agreement is reached, the agreement is then filed under the petitioner's assigned court case number and generally becomes the operative restraining order governing prospective interaction between the petitioner and the respondent.

Pursuant to the Code of Civil Procedure section 527.6, CHRO mediations and the agreements that arise out of them are limited in nature. First, by statute, CHRO proceedings are designed to address only interpersonal conflict: "harassing, intimidating, molesting, attacking, striking, stalking, threatening, sexually assaulting, battering, abusing . . . or coming within a specified distance of, or disturbing the peace of, the petitioner." (Code Civ. Proc., § 527.6, subd. (b)(6)(A).).

In the matter at hand, the mediated agreement arose out of Doe's request for a section 527.6 restraining order to stop Olson's campaign of harassment, which included "sexual assault & battery, stalking, peeping, name-calling and harassment." (AA 80.)

In light of the focus of civil harassment restraining order proceedings on interpersonal conduct, non-**disparagement clauses are always included**, by CAMP mediators and routinely used statewide, which state in pertinent part that the parties agree to not say negative things about one another to third parties. These clauses were never meant to preclude a party from seeking damages in another forum because a

restraining order court either issues a restraining order or not, exclusively. Damages must be sought in another forum.

To this end, the statute expressly contemplates that seeking or obtaining a civil harassment restraining order or the corresponding CHRO mediated agreement "does not preclude a petitioner from using other existing civil remedies" like the civil suit that Doe filed. (See Code Civ. Proc., § 527.6, subd. (w); see also *Byers v. Cathcart* (1997) 57 Cal.App.4th 805, 811 ["Nothing in [section 527.6] indicates that it was intended to supplant normal injunctive procedures applicable to cases concerning issues other than 'harassment' as statutorily defined."]

Third, Santa Monica Courthouse CHRO agreements are made within strict procedures. They are conducted only by court appointed specially trained mediators. They are conducted only on the court's premises. Agreements taken off the courthouse premises and /or negotiated even in part by other mediators or people may not be subject to the statutory protections of Code of Civil Procedure section 527.6. Also, CHRO agreements must be agreed to and signed the same day, by the close of the courthouse day, which is usually about 4:30 p.m. (AA 82)

Santa Monica Courthouse CHRO agreements that cannot be finalized within these procedures are abandoned and are no longer part of the court's CHRO mediation program. When parties cannot sign a CHRO mediation agreement they are

ordered to return to Restraining Order Court the next day with their evidence and witness(es) to testify in their CHRO hearing. (AA 82)

Doe's civil harassment restraining order mediation held to these strict parameters, pursuant to the Code of Civil Procedure section 527.6. For example, Doe's mediation was conducted by a court-appointed specially trained CAMP mediator and no other mediator or negotiators were involved. Doe's mediation was conducted at the Santa Monica courthouse in one of their mediation rooms and at no point was it moved off site. (AA 80-84)

Further, all parties including the CAMP mediator signed the CHRO mediation agreement at the courthouse at the close of the same day. Doe's CHRO agreement had her petitioner's case number and it was promptly filed in her case, regarding its resolution via the CHRO mediation at the Santa Monica Restraining Order Court, in Department F. (AA 267, 271, 290)

Thus, civil harassment restraining order mediation programs should not be confused with some general mediation, business or contract mediation. Nor should civil harassment restraining order agreements be misinterpreted as harassment civil lawsuit settlement agreements. Although they sound similar, they are not the same, because in other settlements, monetary damages claims are allowed to be discussed, negotiated and paid—not so in Doe's court-sponsored, restricted CHRO

mediation.

The Court of Appeal's holding that, by entering into a mediated Stay-Away agreement in civil harassment restraining order proceedings, Doe may have waived her right to bring her civil claims against Olson is contrary to the civil harassment restraining order statutory scheme and, accordingly, inconsistent with how civil harassment restraining order mediations are conducted.

### B. Mediators Are Trained To Inform CHRO Participants That Damages Claims Must Be Pursued In Other Court Actions Because Restraining Order Courts Do Not Have Jurisdiction Over Damages Claims.

Because the practice of the restraining order courts are to limited their jurisdiction to the conduct under the statute, Code of Civil Procedure Section 527.6(w), which does not allow damages or other claims, CHRO mediators are trained—and *amici* themselves have so trained new mediators—to explain to participants that damages claims, civil contract disputes, civil injunctive claims or any other remedies sought must be pursued in other proceedings.

These mediation procedures and practices, explained to CHRO participants like Jane Doe, are not confidential. They are often explained in open court before CHRO participants leave to their respective mediations courthouse rooms and then are again

reiterated in mediation by the mediators. Also, they are a clearly written on the CHRO informational handout forms given to participants. For example, as evidenced in Doe's anti-SLAPP reply brief filed, September 14, 2017. (AA 260, 266)

> The first page of the Civil Harassment Restraining Order packet form CH-100-INFO states:
> **The court also cannot:**
> **Order a person to pay money that he or she owes you**
> Order someone to stop creating a nuisance that doesn't involve harassment
> **If you need these remedies you must file a civil action**
> (AA, 275)[2]

Further, restraining order courts anticipate future civil litigation between parties, which is why it is written on publicly filed forms given to respondents, such as form CH-110, that Olson received, stat[ing]: (AA 278)

> 5. b. Peaceful written contact through a lawyer or process server or other persons for service of legal papers related to a court case is allowed and does not violate this order.

Thus, mediators reinforce the non-confidential court forms CH-100-INFO and CH-110, which expressly preserve petitioner's litigation privilege. (AA 266)

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[2] CH-100-INFO still so provides
https://www.courts.ca.gov/documents/ch100info.pdf
(last visited Dec. 24, 2020)

Moreover, directing victims to pursue their civil remedies elsewhere helps mediators close the limited-in-nature civil harassment restraining order requests that would otherwise drain court resources to litigate.

If generic non-disparagement clauses in stay-away agreements like the one at issue here are interpreted to waive additional civil remedies, petitioners will be far less likely to agree to them. For their part, volunteer mediators may be unwilling to attempt to broker them. This is true in any context, but would be particularly true where – in cases like this one – the restraining order petitioner is unrepresented but the respondent is counseled, which is often the case in civil harassment restraining order proceedings. (*See* OB 65-66 (explaining that most restraining order petitioners are unrepresented); FVAP *Amicus* Br. 42 (same).)

### C. The Court–Appointed Mediator Correctly Advised the Parties in this Case that Damages Would Have to Be Pursued in General Civil Court.

In this matter, both parties asked the CAMP mediator whether they could resolve all of their legal grievances against each other: Olson desired resolution of a dispute over the use of a storage unit in the building's basement, and Doe wanted "damages for Olson's sexual assault & battery, stalking, peeping,

name-calling and harassment." (AA 80.)

The mediator responded that such "other issues" "could not be dealt [with in] this restraining order mediation or in a restraining order court hearing, as CHRO cases were strictly limited to matters dealing with personal safety." (*Ibid.*)

Further, the mediator assured Doe that she "would be allowed to file a lawsuit and that nothing in a Restraining Order Court or the CHRO mediated agreement . . . would stop, bar or inhibit [her]" from seeking further administrative or judicial redress. (AA 80.) Doe and Olson signed the agreement on December 10, 2015, which resulted in the dismissal of Doe's restraining-order action "[w]ithout prejudice." (AA 98-99.)

Consistent with the limitations of section 536.7 and his training, the CAMP mediator was correct when he advised Doe that nothing in her CHRO mediation agreement, including the non-disparagement clause, would prohibit her from seeking damages claims elsewhere. Therefore, to prohibit Jane Doe from seeking damages claims in a civil action is contrary to what she was told and what the law is.

## CONCLUSION

To take away a victim's day in court from a misinterpretation of a non-disparagement clause in a mediated CHRO "stay away" agreement, is not only a violation of state law and works against civil harassment victim's litigation privilege, it is an injustice that needs correction. *Amici* urge this Court's proper resolution in finding that Jane Doe's non-disparagement clause did not foreclose or hinder in any way her rights to file a general civil action for damages claims and in doing so, it will help to ensure that court-sponsored mediation remains an effective and efficient tool for resolving civil harassment restraining orders.

Dated: December 24, 2020

Respectfully submitted,

By Aimee Zeltzer

Aimee Zeltzer Esq.

*Counsel for Amici Curiae*

*John K. Mitchell, Esq. and*
*Dr. Jack. R. Goetz, Esq.*

## Certification of Word Count

I, Aimee Zeltzer, counsel for Amici, certify pursuant to the California Rules of Court under rule 8.360(b) that the word count for this document is 2,878 words, excluding tables and this certificate. This document is in Century Schoolbook and this word count is generated by WordDocx program. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: December 24, 2020 Respectfully submitted,

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## PROOF OF SERVICE

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Aimee Zeltzer Aimee Zeltzer

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12/30/2020

Date

/s/Aimee Zeltzer

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