

EXHIBIT 14



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The Republic of Congo¹ is ruled by a government in which most of the decision-making authority is vested directly in the President and his administration. Denis Sassou-Nguesso was elected President in March 2002, and, in May and June 2002, legislative elections were held for the Senate and the National Assembly in all jurisdictions, except for the Pool region where an insurgency was most active. The President's Congolese Workers' Party (PCT) won the legislative elections and controlled 129 seats in the 137-seat National Assembly. Both the presidential and legislative elections were determined "not to contradict the will of the people" by independent monitors; however, there were some flaws and irregularities in the administration of the elections, which caused lingering credibility questions about the Government by opposition members and some persons in the international and local nongovernmental organization (NGO) communities. Because of security problems, elections in some jurisdictions in the Pool region had not yet been held. Until March, antigovernment Nsiloulou Ninja militiamen operated principally in the northern and central Pool regions and the conflict intensified. On March 17, the Government and the Ninjas signed a peace accord in which the Ninjas would have political representation in the southern Pool region and begin a disarmament, demobilization, and reintegration (DDR) program. At year's end the DDR program had not begun. There were some improvements in the rule of law and parliamentary oversight during the year; however, the judiciary remained corrupt, overburdened, underfinanced, and subject to political influence.

The security forces include the police, the Gendarmerie, and the armed forces; however, the functional distinction between these forces is not always clear. In theory, the police respond first to security incidents, with gendarmes and army units intervening later if necessary; however, in practice overlapping operations were common. At times, the Government did not have full control over some members or units of the security forces. The Angolan armed forces, under a bilateral agreement to provide security, had departed by year's end. Some members of the security forces committed serious human rights abuses.

The economy, which was in transition from a state-directed economy to a market-oriented economy, suffered serious revenue losses by year's end, mostly from a drop in oil prices and in revenue from the non-oil sector. However, oil exports remained the country's main sources of foreign exchange. Approximately 70 percent of the population lived in poverty. Lack of transparency and inefficient government operations hindered rehabilitation and development.

The Government's human rights record remained poor; although there were some improvements in a few areas, serious problems remained. At times during the year, security forces were responsible for unlawful killings, as well as summary executions, rapes, beatings, physical abuse of detainees and citizens, arbitrary arrest and detention, looting, and solicitation of bribes and theft. Prison conditions were poor. The judiciary was unable to ensure fair and expeditious trials. The Government controlled most domestic broadcast media; however, one private radio station and one private television station began broadcasting during the year. There were some limits on freedom of movement. Domestic violence and societal discrimination against women were problems. Discrimination on the basis of ethnicity remained widespread, including against minority indigenous Pygmies. Child labor was a problem. After the signing of the March Peace Accord, there were no reports of the recruitment of child soldiers. There were reports of trafficking in persons. Citizens

sometimes resorted to vigilante justice and killed suspected criminals.

In 2002, there were reports that rebel militias under Pasteur Ntumi, known as the "Ninjas," committed serious human rights abuses; however, there were fewer reports after the signing of the March 17 Peace Accord.

RESPECT FOR HUMAN RIGHTS

Section 1 Respect for the Integrity of the Person, Including Freedom From:

a. Arbitrary or Unlawful Deprivation of Life

There were no reports of political killings; however, there were press reports that government forces killed civilians in the Pool region prior to the March signing of the Peace Accord between the Government and anti-government Ninja rebels. These reports indicated, that during the Government's attempts to fight the rebels, particularly when using air power, civilians were killed in the crossfire. Since the signing of the Peace Accord, there were reports that either uncontrolled security forces or Ninja elements committed unlawful killings against civilians in the Pool region. In October, five civilians died in a clash between government soldiers and Ninja rebels. In December, "uncontrolled" Government military forces launched an attack against Ntumi's Ninja elements in the BaCongo area of Brazzaville, killing six Ninjas. Also, a pro-government militia member, who was arrested because of his reported involvement in the December attacks against Ninjas members in Brazzaville, died while in the hospital in the presence of the General Prosecutor. According to the Government, he reportedly died of injuries sustained when he resisted arrest.

There was no action taken against security forces who reportedly summarily executed several soldiers for killing an entire family in 2002.

No action was taken, nor is any likely to be taken, against members of the security forces responsible for the 2001 killing of a suspected thief and the 2001 killing of a person believed to have threatened the security of a government minister.

From March 2002 until March, prior to the signing of the Peace Accords, Ninja forces reportedly killed many civilians during raids against villages in the Pool Region. In February, Ninjas attacked a freight train between Brazzaville and Pointe Noire. Also in February, Ninjas killed 10 civilians and a police commissioner in an attack on a police station in Yambu, Bouenza Province. Ninjas under Pasteur Ntumi also were reportedly responsible for robbery, intimidation, and looting villages from September until the year's end.

As part of the March Peace Accords, amnesty was provided to all Ninja rebels who fought against the Government, and an exchange of prisoners took place in May. The amnesty remained in effect, and all prisoners had been exchanged by year's end.

There were no developments in the 2002 alleged kidnapping and killing of a French priest by Ninja rebel militia members.

There continued to be occasional deaths due to mob violence, as civilians took vigilante action against presumed criminals, or as individuals settled private disputes; however, police at times intervened to stop such action. For example, in two incidents, longtime Rwandan storekeepers were attacked over private disputes, with one Rwandan killed.

b. Disappearance

There were no reports of politically motivated disappearances during the year.

During the year, daughters of two different employees of the same local NGO were reported missing. One was returned within 2 days; however, the other remained missing at year's end.

The whereabouts of at least 20 young men suspected of supporting the Ninja militia who were arrested in July 2002 remained unknown, and no known government action was taken by year's end.

A special commission of the National Transitional Council (CNT) investigated allegations that 353 young men who took refuge in the Democratic Republic of the Congo in 1999 were separated from their families by security forces upon returning to Brazzaville in May 1999 and subsequently disappeared. The Commission submitted its report, which included other disappearances due to civil hostilities since 1993, to the Ministry of Justice in August 2002, shortly before the CNT was dissolved and the newly elected National Assembly inaugurated. The Commission's report had not been made public by year's end; however, during the year, government officials implicated in the alleged disappearances spoke out in the press describing their view of events, claiming that they were not involved and do not know what happened to those who disappeared. In 2001, families of the disappeared filed suit in the International Court of Justice (ICJ) in Brussels accusing members of the Government, including President Sassou, of crimes against humanity. In 2002, a French court began an investigation into the case. In December 2002, the Government filed suit in the ICJ to prevent French courts from exercising jurisdiction over members of President Sassou's government. In June, the ICJ rejected the Government's request for an injunction; however, the Government was given until year's end to provide more persuasive arguments. The case was pending at year's end.

c. Torture and other Cruel and Inhuman Treatment or Punishment

The Constitution prohibits acts of torture and cruel, inhuman, or degrading treatment; however, in practice, security forces sometimes used beatings to coerce confessions or to punish detainees. During the year, there were reports that abuses continued in the jail system; however, there were fewer reports that the security forces committed acts of extortion than in 2002. Some international organizations such as the U.N. High Commissioner for Refugees (UNHCR) cited credible reports from refugees in the outlying areas that security forces regularly harassed and extorted refugee returnees and residents in outlying areas.

In September, persons who identified themselves as members of the security forces reportedly attacked and robbed a Congolese participant on his way to participate in an international conference; however, it was unclear if they were members of the security forces or criminal elements posing as security forces.

In addition, there were reports that elements of Ntumi's Ninjas also were engaged in extortion and harassment.

During the year, there were reports that female detainees were raped and that members of the security forces beat citizens and, on occasion, looted their homes. No action was taken against those responsible for such abuses by year's end.

Until March, there were reports that undisciplined government forces committed abuses such as summary executions, rape, looting, and other violent acts, primarily in the Pool region but also in Brazzaville. In the Pool region, government forces allegedly included Angolan soldiers and government-sponsored mercenaries of Rwandan origin who reportedly severely mistreated the local population. There were reports that elements of Ntumi's Ninja rebels also engaged in similar acts against the civilian population. However, since the March Peace Accord, such reports diminished significantly, except between August and November when there were reports of a train robbery, village lootings, small clashes between security forces and Ninja elements, and harassment of international NGO workers. There were reports by NGOs and members of the private sector that these incidents were perpetrated both by uncontrolled members of the security forces and Ninja rebels.

There was no action taken by year's end against the soldiers responsible for the April 2002 robbing, beating, and, in some cases, raping of fleeing citizens in Brazzaville.

There were no developments, nor were any likely, in the August 2001 case in which dissatisfied

soldiers threw a grenade at the home of the Defense Minister.

Prison conditions remained poor due to overcrowded facilities and scarcity of resources to provide food or health care to the inmates. Prisons functioned in Brazzaville, Pointe Noire, and, to a lesser degree, in the smaller, more remote towns of Owando, Ouessou, and Djambala. The Ministry of Justice continued to repair some prisons during the year; however, lack of funds hindered efforts to improve physical facilities and to provide food and medicine.

During the year, there continued to be reports that detainees held at police stations often were subjected to beatings, overcrowding, extortion, and other cruel, inhuman, or degrading treatment.

Women were incarcerated with men, and juveniles were held with adults. Pretrial detainees were detained with convicted prisoners.

Access to prisons and detention centers by domestic and international human rights groups continued to be granted. Local human rights groups, including the Congolese Observatory for Human Rights, the Association for the Human Rights of the Incarcerated, the National Council for the Promotion and Protection of the Rights of Detained Persons, and a Catholic Church organization visited prisons during the year. The International Committee of the Red Cross (ICRC) continued regular visits to prisons and detention centers throughout the country.

d. Arbitrary Arrest, Detention, or Exile

The Constitution prohibits arbitrary arrest and detention; however, security forces frequently committed such acts. For example, in February, security forces arrested and beat a teacher in Pointe Noire over a personal dispute with a friend of a police captain. The teacher filed a lawsuit, but no action was taken at year's end. In August, security forces in Brazzaville arrested and detained a bricklayer for arguing with his wife. He was detained for 2 days, subjected to beatings, and paid \$50 (25,000 CFA francs) to be released. He was not officially charged with a crime.

Police and the gendarmerie are responsible for maintaining domestic order. Although the Human Rights Commission was established for the public to report abuses, impunity for security forces who committed abuses and a lack of transparency remained a serious problem. In late December, the Government began a security and anti-crime campaign called Operation Hope, whose goal was to reduce the amount of insecurity, local drug use, and crime in the country. The campaign is expected to continue through March 2004. During the year, the U.N. and the ICRC provided resources for human rights training for police officers.

The Code of Penal Procedure requires that a person be apprehended openly, that a lawyer be present during initial questioning, that warrants be issued before arrests are made, and that detainees be brought before a judge within 3 days and either charged or released within 4 months. In practice, the Government often violated these legal provisions. Detainees usually were informed of the charges levied against them, and lawyers and family members usually were given access to them. There is a system of bail called a "caution"; however, more than 70 percent of the population has an income below poverty level and could not afford to pay bail.

The Constitution prohibits forced exile; however, the Government blocked the return of some citizens. For example, some officials of the previous government, including former President Lissouba and former Prime Minister Kolelas, remained outside the country. In September, Kolelas attempted to return but the Government closed the airport and the entry point on the Congo River from Kinshasa, Democratic Republic of the Congo. During a second attempt on December 6, Kolelas was turned back at the airport in Kinshasa and returned to Nairobi, Kenya.

e. Denial of Fair Public Trial

The Constitution provides for an independent judiciary; however, although there has been some improvements during the year, such as the formation of a High Court, a Constitutional Court, and some parliamentary scrutiny over judicial actions, in practice the judiciary continued to be corrupt,

overburdened, underfinanced, and subject to both political influence and bribery. Lack of resources continued to be a severe problem; almost nothing remained of judicial records, case decisions, and law books following the looting during the civil wars of the late 1990s. The Ministry of Justice completed rehabilitation of its courthouses during the year.

The judicial system consists of local courts, courts of appeal, the Supreme Court, and traditional courts. In addition, two new judicial bodies were added under the new Constitution. By September, both the Constitutional Court, whose function is adjudicate the constitutionality of laws and judicial decisions, and the High Court of Justice, which also is to review judicial decisions as well as try the President and other high authorities for crimes in the conduct of their official duties, were operational.

In general defendants are tried in a public court of law presided over by a state-appointed magistrate. The defense has access to prosecution evidence and testimony and the right to counter it. In formal courts, defendants are presumed innocent and have the right of appeal; however, the legal caseload far exceeded the capacity of the judiciary to ensure fair and timely trials. Some cases never reached the court system.

The Government established military tribunals to try soldiers for abuses committed during periods of conflict. During 2002, the tribunals were active; however, the sessions were not public. During the year, there was one report of a military tribunal to review actions by "uncontrolled elements" of the Republican Guard reportedly involved in the December attacks against the Ninjas in BaCongo. The results of the tribunal were unknown at year's end.

In rural areas, traditional courts continued to handle many local disputes, particularly property and probate cases, and domestic conflicts that could not be resolved within the family.

There were no reports of political prisoners.

f. Arbitrary Interference with Privacy, Family, Home or Correspondence

The Constitution prohibits such actions; however, in practice security forces at times illegally entered, searched, and looted private homes. During the year, military, gendarmerie, and police forces occasionally beat civilians and looted their homes sometimes in revenge for complaints filed against them by the civilians. In the areas of the Pool, where security forces were fighting the Ninjas, reports of such behavior by security forces were common until March; however, such reports diminished after the signing of the March Peace Accord. Early in the year, there also were similar reports of intimidation and harassment by the Ninjas of Pasteur Ntumi, which subsequently diminished after the March Peace Accord; however, in October and November, intimidation and harassment by either uncontrolled Ninja or security force elements increased according to reports from some international NGOs (see Sections 2.d. and 4).

Citizens generally believed that the Government monitored private mail and telephone communications; however, there were no reports that security forces arrested persons due to the content of their private communications.

Section 2 Respect for Civil Liberties, Including:

a. Freedom of Speech and Press

The Constitution provides for freedom of speech and of the press, although the Constitution also criminalizes certain types of speech such as incitement to ethnic hatred, violence, or civil war, and the Government generally respected these rights. The Press Law allows for monetary penalties for defamation and incitement to violence but no longer requires prison terms for violators. The law also applies to the Internet and business public relations operations.

There was no state-owned newspaper; however, there were several closely allied with the

Government. There were 15 to 20 private newspapers that appeared weekly in Brazzaville. Some of these newspapers take editorial positions critical of the Government and print articles disparaging authorities. Newspapers continued to publish on occasion open letters written by opponents of the Government who were in prison or lived abroad. The print media did not circulate widely beyond Brazzaville and the commercial center of Pointe Noire; however, it reached approximately two-thirds of the population.

Most citizens obtained their news from the radio or television broadcast media, primarily government-controlled radio. There was one privately owned radio station and one privately owned television station, which began operations during the year. There were two government-owned radio stations, Radio Congo and Radio Brazzaville and one television station, Tele Congo. There were several satellite television connections available, which permitted viewing of a range of news and entertainment programs. The news coverage and the editorial positions of the state-owned media reflected government priorities and views. A number of Brazzaville-based journalists represented international media, such as the British Broadcasting Corporation (BBC), Associated Press, Reuters, Voice of America (VOA), and TV5.

A local FM radio station rebroadcast Radio France International, VOA, and the BBC. Radio and television broadcasts from the Democratic Republic of the Congo were received in Brazzaville. The private independent radio station, Radio Liberte, continued to broadcast as well as the new privately owned radio station DR-Radio. Local rebroadcasts of the Gabon-based Africa Number One also continued during the year. A Christian missionary group in Pointe Noire broadcast during daylight hours; it voluntarily provided its material to the Government prior to broadcast.

Government broadcast media primarily focused their attention on the activities of government officials, but also provided news on other activities by international and local NGOs. During the year, the broadcasts included airing of alternative political views of some opposition members in talk show format, but overall opposition political parties did not have access to the government-controlled media. Following the August 14 National Day speech, President Sassou held his first Western-style press roundtable, answering questions from both government and independent media. The event was covered on national television and radio.

The Government did not restrict access to the Internet. Internet service was available through two private companies in Brazzaville and two companies based in Kinshasa, Democratic Republic of the Congo. Several Internet cafes also provided access, and private persons with enough resources could access the Internet directly via satellite and service providers in Brazzaville, Pointe Noire, or the Democratic Republic Of The Congo.

The Government did not restrict academic freedom. However, there were several informal disputes at the Marion Ngoubi University. In one incident, students demanded payment of their scholarships, and, in another incident in September, teachers demanded payment of their salaries (see Section 6.b.). Other disputes involved students and teachers asking for replacement of the university rector due to his alleged corruption.

b. Freedom of Peaceful Assembly and Association

The Constitution provides for the freedoms of assembly and association, and the Government generally respected these rights in practice. Groups that wished to hold public assemblies were required to inform the Ministry of Territorial Administration, which could withhold authorization for meetings that threatened public order. Political parties and civic associations held numerous meetings during the year. Public demonstrations were less common; however, in September, an opposition rally took place 2 weeks after permission was at first denied by the Minister of Territorial Administration. Nearly 3,000 persons attended, and a joint statement was issued by the opposition calling for freedom for exiles to return and more transparency in the oil sector. In December, there was one small public demonstration by former employees of the National Office of Post and Telecommunications (ONPT) seeking back pay (see Section 6.b.).

The law permits associations, political parties, and other groups to form freely, provided that they

respect principles of sovereignty, territorial integrity, national unity, and democracy. All groups, political, social, or economic, were generally required to register with the Ministry of Territorial Administration. Registration was not routine and was subject to political influence. No political parties were banned or suspended. The parties of some prominent leaders of the former government continued to operate and hold seats in Parliament, although some party leaders remained in exile.

c. Freedom of Religion

The Constitution provides for freedom of religion, and the Government generally respected this right in practice.

For a more detailed discussion, see the 2003 International Religious Freedom Report.

d. Freedom of Movement Within the Country, Foreign Travel, Emigration, and Repatriation

The Constitution provides for these rights; however, in practice, the Government imposed some limitations. During the year, military and police checkpoints, which at times interfered with the movement of civilians, were instituted in connection with reports that opposition exile leader and former Prime Minister Bernard Kolelas was planning to return to the country (see Section 1.d.) and during the December attacks on Ninja elements in BaCongo. There were fewer reports of extortion during the year; however, there were reports that soldiers dressed as civilians extorted money from persons on trains carrying goods. In 2002, the Government restricted the movement of persons and organizations to the Pool region, due to the security situation; however, after the March Peace Accord, these restrictions were eased somewhat and citizens, as well as international and local NGOs, returned sporadically to certain accessible areas of the Pool region. By year's end, harassment and intimidation of international organizations was renewed by either uncontrolled elements of the Ninjas or security forces, and some organizations withdrew their expatriate staff from areas in the Pool region where projects had earlier been restarted.

Approximately 100,000 persons who had fled the fighting in the Pool region were internally displaced persons (IDPs) either in IDP camps outside Brazzaville or with families in Brazzaville at the end of 2002. At year's end, the Government, working with international and local NGOs, was assisting IDPs in returning to their villages in the Pool region and the number of IDPs had dropped to 6,000. A government pilot project with assistance from international organizations to provide food, shelter, clinics, and other resources to some accessible Pool region villages had not begun by year's end.

During the civil conflicts, tens of thousands of citizens fled into neighboring countries, particularly Gabon and the Democratic Republic of the Congo. Approximately 45,000 persons fled to Bas-Congo province, Democratic Republic of the Congo; however, all but approximately 5,000 had been repatriated to the country by the end of 2002. According to UNHCR, there were 803 returnees from the Democratic Republic of the Congo and 871 returnees from Gabon during the year. Approximately 15,000 citizens fled to Gabon and, according to U.N. figures, 9,000 persons remained, some of whom met with the UNHCR to consider repatriation under the Tripartite Agreement between the Government of the Republic of Congo, the Government of Gabon, and the UNHCR. The UNHCR in Gabon estimated that there were 13,400 Congolese refugees and another 5,700 Congolese asylum seekers currently in Gabon. According to the UNHCR office in Brazzaville, fewer than 700 such persons had returned to the country by year's end given that many had been fully integrated into Gabonese society.

The Constitution provides for the granting of asylum or refugee status to persons who meet the definition in the 1951 U.N. Convention Relating to the Status of Refugees and its 1967 Protocol. In practice, the Government provided protection against refoulement and granted refugee status or asylum. The country continued to host a few persons from the Central African Republic, a small number of Burundians, and approximately 3,000 mainly Hutu Rwandans, who remained within distinct Rwandan sectors and communities within villages or cities. At year's end, there was only one camp of less than 300 Hutu Rwandans located north of Brazzaville. The UNHCR reported that all Central African Republic refugees had returned home by year's end. During the year, UNHCR

continued some assistance to Angolan refugees in Pointe Noire; however, most Angolan refugees either returned to Angola or were integrated into local communities.

In April 2002, authorities arrested and repatriated forcibly to the Democratic Republic of the Congo 19 asylum seekers. Some of these individuals had refugee status applications pending with the UNHCR; however, none had been granted formal refugee status by the UNHCR because of their possible involvement in human rights abuses as members of the former Zairian President Mobutu's army and security forces known as Ex-FAZ. Ex-FAZ families and colleagues, who had received provisional refugee status, remained in the country. At year's end, the Government and the Government of the Democratic Republic of the Congo had reached an agreement on repatriating members of the Ex-FAZ under the auspices of the International Office of Migration, although it is reported that only 1,200 of the reported 4,000 wish to return to Democratic Republic of the Congo. The repatriation process had not begun by year's end.

The Government also provided temporary protection to certain individuals who fall outside of the definition of the 1951 U.N. Convention Related to the Status of Refugees and its 1967 Protocol.

Section 3 Respect for Political Rights: The Right of Citizens to Change Their Government

With a Constitution and the holding of elections in 2002, citizens generally had the right to change their government peacefully. Independent observers determined that the 2002 presidential and legislative elections held over a period of nearly 6 months in two rounds per election did "not contradict the will of the people," despite obvious flaws like insufficient numbers of ballots at certain polling stations, confusion over their locations, and the boycott by some opposition members who claimed the elections were biased to ensure the victory of the President and his party. There were a few reports of intimidation of candidates and voters, and the opposition allegedly was responsible for about 40 percent of the incidents. In addition, the Constitution and the elections also were viewed by some international NGOs and foreign observers as designed to protect the status quo. The elections remained incomplete at year's end, since they had not taken place in the Pool region, and there were eight vacant seats in Parliament.

The Constitution gives the President strong executive powers. He presides over the Council of Ministers and proposes legislation. The President also directly appoints three members of the nine-person Constitutional court from a list of names recommended to him by members of his Council of Ministers, and the President of the Republic names the Court's president from among its members. Although the National Assembly votes on the budget, most of the daily responsibility for government operations resided with the executive branch. The President can decree a budget that the National Assembly has twice rejected.

The state remained highly centralized under the President; key regional and local leaders are appointed by the President. Sub-national government entities lacked an independent revenue base and did not represent a significant check on central authority.

Major political parties included the ruling PCT, the Pan-African Union for Social Democracy, the Congolese Movement for Democracy and Integrated Development, the Union for Democracy and the Republic, and the Rally for Democracy and Social Progress. There were as many as 200 other parties; however, most generally were ineffective. Some party leaders remained in exile while other party officials willing to cooperate with the Government or to oppose it nonviolently remained in the country. There was no cohesive opposition, and many of the smaller political parties were more personality-centered than they were representative of a significant constituency. During the year, several opposition parties held a joint rally (see Section 2.b.).

The law permits the Government to exclude persons found guilty of genocide, war crimes, or crimes against humanity from the political process, such as former President Lissouba and former Prime Minister Kolelas.

There were no legal restrictions on political participation by women or minority populations. There were 9 women in the 66-seat Senate and 12 women in the 137-seat National Assembly. There were

five female ministers, including the Minister of Agriculture, Commerce, Primary and Secondary Education, Social Affairs, and Minister Delegate of Agriculture and Women's Issues in the 33-member Cabinet. There was one female candidate in the 2002 presidential election.

Pygmies continued to be excluded from social programs and the political process, in part due to their isolation in remote forested areas of the country. The Cabinet included members of many ethnic groups from all areas of the country. Many key posts were held by northerners, including many members of the President's Mbochi ethnic group. Members of ethnic groups, who did not support the Government during the war, have been permitted to return to their former government jobs, and a number of southerners were in the Cabinet.

Section 4 Governmental Attitude Regarding International and Nongovernmental Investigation of Alleged Violations of Human Rights

A number of domestic human rights groups generally operated without government restriction, investigating and publishing their findings on human rights cases. Government officials generally were uncooperative and unresponsive to human rights groups.

At least two international organizations that began some operations in selected areas of the Pool region in August and September had pulled out international staff because of harassment by uncontrolled elements of Ninjas or security forces by year's end.

The ICRC maintained an office in Brazzaville. Access improved for humanitarian officials during the year.

The Constitution provides for the establishment of an autonomous Human Rights Commission, which was established in August. Its purpose is to act as a watchdog on the Government and react to public concerns on human rights issues.

Section 5 Discrimination Based on Race, Sex, Disability, Language, or Social Status

The Constitution specifically prohibits official discrimination; however, societal discrimination persisted, particularly against women and Pygmies. Ethnic and regional differences continued.

Women

Domestic violence against women, including rape and beatings, was widespread but rarely reported. Domestic violence usually was handled within the extended family, and only the more extreme incidents were brought to the police. There were no specific provisions under the law for spousal battery, apart from general statutes prohibiting assault. Rape is illegal, and widespread rape during the 1998-1999 civil conflict raised public awareness of violence against women. During the year, the Government began compiling nationwide data on violence against women; however, no figures were available by year's end. NGOs, such as the local Human Rights Center, Violence Against Women Group, the International Rescue Committee, the ICRC, and Doctors Without Borders, continued to draw attention to the issue and provided counseling and assistance to victims.

Female genital mutilation (FGM) was not practiced indigenously, but may have occurred in some of the small immigrant communities from countries where it was more common.

Prostitution is illegal but was an accepted practice in certain areas of Brazzaville, Pointe Noire, and other large cities.

The Constitution provides for the equality of all citizens, prohibits discrimination based on gender, and stipulates that women have the right to equal pay for equal work; however, in practice women were underrepresented in the formal sector. Most women worked in the informal sector and thus had little or no access to employment benefits. Women in rural areas especially were disadvantaged in terms of education and wage employment and were confined largely to family farming, petty

commerce, and childrearing responsibilities. Many local and international NGOs have developed micro-credit and micro-finance programs to address this problem, and Government ministries such as Social Affairs and Agriculture were very active in addressing these problems. For example, women received assistance to set up dressmaking and beauty salons as well as gardening and manioc flour-making to provide an income for their families.

Marriage and family laws overtly discriminate against women. For example, adultery is illegal for women but not for men. Polygyny is legal; polyandry is not. While the Legal Code provides that 30 percent of the husband's estate is transferred to the wife, in practice, the wife often lost all rights of inheritance upon the death of her spouse, particularly in the context of traditional or common law marriage. The symbolic nature of the dowry set in the Family Code often was not respected, and men were forced to pay excessive bride prices to the woman's family. As a result, the right to divorce was circumscribed for some women because they lacked the financial means to reimburse the bride price to the husband and his family. This problem was more prevalent in rural areas than in urban centers.

Children

The Government was committed to protecting the rights and welfare of children. The Constitution provides children equal protection under the law. Education was compulsory and tuition free until the age of 16; however, families were required to pay for books, uniforms, school fees, etc. Girls and boys attended primary school in equal numbers; however, school attendance by girls declined precipitously at the high school and university levels. In 1997, the literacy rate was 77 percent for the total adult population but only 70 percent for women. The adult literacy rate was unknown but was believed to be approximately 40 percent due to the widespread destruction of schools during the civil conflict of the late 1990s.

Teenage girls were often pressured to exchange sex for better grades, which resulted in both the spread of HIV/AIDS and unwanted and unplanned pregnancies.

FGM may be performed on girls in some immigrant communities (see Section 5, Women).

There were reports of isolated cases of child prostitution, particularly among the growing numbers of street children; however, the prevalence of the problem remained unclear.

Late in the year, there were a few reports that there was trafficking in children but not necessarily by citizens (see Section 6.f.).

Child labor was a problem (see Section 6.d.).

During the 1997-2001 civil conflict, there were reports that children were recruited as soldiers for service in the war in the Pool region by both government and Ninja forces. In addition, following the 2002 shootings in Brazzaville, there were unconfirmed reports of street children being recruited for military service in the Pool region. The Government denied that recruitment of child soldiers was authorized and stated its opposition to child soldiers; however, unofficial sources indicated that the children were not forced, but rather enticed by offers of money and new clothing. There were no such reports since the signing of the March Peace Accords. During the year, the local office of the International Labor Organization (ILO) formally launched a child soldier program.

There were indigent street children in Brazzaville, and their numbers have grown as a result of civil conflict since 1997. In addition, children from the Democratic Republic of the Congo easily crossed the river by stowing away on the ferry, which crossed several times per day, to seek improved living conditions. UNICEF estimated that at least 20 percent of street children in Brazzaville were from the Democratic Republic of the Congo; however, other NGO estimates were as high as 50 percent or more; children from the Democratic Republic of the Congo also were found in Pointe Noire. Street children were not known to suffer from targeted abuse by government authorities or vigilante groups; however, they were vulnerable to sexual exploitation and often fell prey to criminal elements including drug smugglers. Many of the street children beg or sell cheap or stolen goods to support

themselves; some may have turned to prostitution or petty theft.

Persons with Disabilities

The Constitution prohibits discrimination based on physical condition; however, in practice, this prohibition generally was not enforced because the Ministry responsible for implementation of this provision lacked the necessary funds. There was no overt discrimination against persons with disabilities in employment and education. There were no laws mandating access for persons with disabilities.

Indigenous People

The Constitution prohibits discrimination based on ethnicity; however, the indigenous Pygmy ethnic group, who numbered in the tens of thousands and lived primarily in forest regions, did not enjoy equal treatment in the predominantly Bantu society. Pygmies were marginalized severely in the areas of employment, health, and education, in part due to their isolation in remote forested areas of the country and different cultural norms. Pygmies usually were considered socially inferior and had little political voice. Many of them were not aware of the concept of voting and had minimal ability to influence government decisions affecting their interests. During the year, human rights groups and environmentally focused NGOs addressed this issue, and there were seminars and programs on the rights of the Pygmies. In addition, Pygmy groups organized and worked with local NGOs. In September, a national conference representing Pygmy groups was held in Brazzaville. By year's end, no census on the number of Pygmies living in the country had been conducted as requested by the Pygmies.

Many Pygmies, possibly including children, have been exploited as cheap labor and discriminated against in employment, education, and the health sector by Bantus; however, there was little information regarding the extent of the problems during the year.

National/Racial/Ethnic Minorities

The Constitution prohibits discrimination based on ethnicity; however, the Government did not enforce this prohibition effectively, and, in practice, many citizens believed that ethnic discrimination persisted. However, former civilian employees of the Government were encouraged to return to their former jobs even though they were from ethnic groups that opposed the Government during the civil war and the disturbances that followed. Unlike in previous years, there were no reports that security forces targeted "southern" men for arrest.

There are several major ethnic groups in both the southern and northern areas of the country, which used either Kutuba or Lingala as their lingua franca in addition to their distinct ethnic languages. The largest southern ethnic group was the Kongo; however, there were numerous other key groups, such as the Lari, Vili, Sundi, Bembe, and Bahangala that, along with the Kongo, make up half the country's population. Other major ethnic groups included the Teke and Ngangoula of the central region, comprising approximately 13 percent of the population, and Mbochi, Mboko, Mbety, Bomitaba, Lekoba, and Mbongo of the four northern regions, comprising approximately 12 percent of the population. Societal ethnic discrimination was prevalent among all ethnic groups, was evident in government and private sector hiring and buying patterns, and apparent in the effective segregation of many urban neighborhoods. The relationship between ethnic, regional, and political cleavages was inexact; however, supporters of the Government included persons from mostly, but not solely, northern ethnic groups, such as the President's Mbochi group.

Section 6 Worker Rights

a. The Right of Association

The Constitution and Labor Code provide workers with the right to associate and form unions, and workers exercised this right in practice. Any worker, except members of the security forces, which included police, gendarmerie, and armed forces, was free to join a union of his choice. There were

two recognized trade unions, the Confederation Union of Congolese Workers and The Confederation of Autonomous Trade Unions. Most workers in the formal wage sector were union members, and unions made efforts to organize informal sectors such as agriculture and retail trade. However, most unionized workers also were active in the informal sector to supplement their income.

Employers were prohibited from discriminating against employees who join a union. There were no reported firings for union activities; however, salaries were withheld from teachers who attempted to strike.

Unions were free to affiliate with international trade unions, and they maintained cooperative accords with foreign trade union organizations, such as the ILO and the International Confederation of Free Trade Unions.

b. The Right to Organize and Bargain Collectively

The Labor Code allows for collective bargaining, and this right was generally respected and practiced freely. However, collective bargaining was not widespread due to the severe economic conditions. The Government set industry-specific minimum wage scales; however, unions usually were able to negotiate higher wages for their members.

The Constitution also affirms workers' right to strike, subject to conditions established by law. Unions were free to strike after filing a letter of intent with the Ministry of Labor, which began a process of non-binding arbitration under the auspices of a regional labor inspector from the Ministry. The letter of intent must include the strike date, at which time the strike legally may begin, even if arbitration is not complete. Employers have the right to fire workers if they do not give advance notice of a strike.

During the year, strikes and other work actions occurred. For example, a strike occurred in August when teachers of primary and secondary schools demanded payment of delinquent salaries and a salary increase. Many of the teachers had not been paid for almost 3 years. In December, the former employees of the ONPT publicly demonstrated seeking back pay. These workers of the former state-run ONPT, which was replaced by a new state-run organization called the Society of Telecommunications of Congo (SOTELCO), claimed that SOTELCO only hired 300 of the 1,200 former ONPT workers and provided no severance payment to those not hired. During the President's New Year's Eve speech, he promised to pay 1 month's salary to those civil servants who were owed unpaid wages.

The Government and most labor organizations continued to observe a "social truce" during the period of post-conflict reconstruction. The Government accepted certain conditions, such as regularization of salaries and rehiring of certain workers in several sectors; these conditions continued to be observed. Civil service retirees received some bank and pension payments, but they were minimal.

There are no export processing zones.

c. Prohibition of Forced or Bonded Labor

The Constitution prohibits forced or bonded labor, including by children; however, such practices occurred. Bantus reportedly exploited Pygmies as indentured servants, possibly including children, although little information was available regarding the extent of the problem during the year.

d. Status of Child Labor Practices and Minimum Age for Employment

Child labor was a problem. Under the Constitution, children under age 16 are not permitted to work; however, in practice, this law generally was not enforced, particularly in rural areas and in the informal sector in cities. Children worked with their families on farms or in small businesses in the

informal sector without government monitoring or supervision. The Ministry of Labor, which is responsible for enforcing child labor laws, concentrated its efforts only on the formal wage sector.

e. Acceptable Conditions of Work

The Constitution provides that each citizen has the right to remuneration according to his work and merit. The minimum wage was approximately \$100 (50,000 CFA francs) per month in the formal sector. The wage was not sufficient to provide a worker and family with a decent standard of living. High urban prices and dependent extended families obliged many workers, including teachers and health workers, to seek secondary employment beyond their principal employment, mainly in the informal sector.

The Labor Code stipulates that overtime must be paid for all work in excess of 40 hours per week and that regular days of leisure must be granted by employers.

Although health and safety regulations require twice yearly visits by inspectors from the Ministry of Labor, in practice such visits occurred less regularly. Unions generally were vigilant in calling attention to dangerous working conditions; however, the observance of safety standards often was lax. Workers have no specific right to remove themselves from dangerous working conditions without risking loss of employment.

Legal foreign workers were protected by the same law that protected citizen workers; illegal workers were not protected by the law and faced deportation.

f. Trafficking in Persons

The law does not specifically prohibit trafficking in persons, and there were reports that persons were trafficked to, from, or within the country. The country has a large West African community, and local NGOs working on trafficking claimed that members of the West African community were either responsible for or involved in trafficking incidents, but this has not been confirmed.

An ILO study conducted in 2000 in Yaounde, Douala, and Bamenda, Cameroon indicated that regional traffickers transported children between the Republic of Congo, and Nigeria, Benin, Niger, Chad, Togo, and the Central African Republic, through Cameroon.

During the year, local NGOs became more focused on this problem with programs and projects. The Ministry of Social Affairs supported local NGO efforts. A foreign government has provided funding for a countrywide information campaign on the issue of trafficking in children.

There were reports of isolated cases of child prostitution (see Section 5).

¹The United States Embassy closed its facilities in the country during the 1997 civil war and subsequent years of instability. During those years, it operated out of the United States Embassy in Kinshasa, the Democratic Republic of the Congo; however, in late 2001, operations were no longer considered "suspended", and American diplomats resumed working in the Republic of Congo only on a temporary duty basis. There is no American chancery or office space in the country. American diplomats are assigned to Kinshasa and travel by boat to Brazzaville for temporary duties.

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Whois Result

Domain : **3m.cg**
Creation Date (YYYY-MM-DD) : **2002-03-21**
Expiry Date (YYYY-MM-DD) : **2006-03-21**

Organization registering the domain

Name Surname : **Jean Fitzmorris**
Organization name : **3M Company**
Street : **3M Center Bldg. 220-11W-01**
City - Zip Code : **St. Paul-55144**
Country : **United States -- US**
Telephone : **212-798-9100**
Telefax : **646-349-4542**
E-Mail Address : **admin@internationaladmin.com**

Billing Contact

Name Surname : **Anthony Fernandez**
Organization name : **Register.com**
Street : **575 8th Avenue**
City - Zip Code : **New York-10018**
Country : **United States -- US**
Telephone : **212-798-9100**
Telefax : **646-349-4542**
E-Mail Address : **admin@internationaladmin.com**

DNS Information

Primary DNS Host Name : **ns.3m.com**
Primary DNS IP Address : **192.28.1.248**
Secondary DNS Host Name : **plgseye.mmm.com**
Secondary DNS IP Address : **192.28.4.26**

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Whois Result

Domain : **amazon.cg**
Creation Date (YYYY-MM-DD) : **1998-12-30**
Expiry Date (YYYY-MM-DD) : **2006-12-30**

Organization registering the domain

Name Surname : **Amazon Hostmaster**
Organization name : **Amazon.com, Inc.**
Street : **P.O. Box 81226/Legal Dept.**
City - Zip Code : **Seattle, WA 98108-1226**
Country : **US**
Telephone : **1 206 266 4064**
Telefax : **1 206 266 7010**
E-Mail Address : **hostmaster@amazon.com**

Billing Contact

Name Surname : **Billing Manager**
Organization name : **Arcemus LLC.**
Street : **PMB 5500, 2711 Centerville Road, Ste. 120**
City - Zip Code : **Wilmington, DE 19808**
Country : **US**
Telephone : **+1 703 271 0318**
Telefax : **+1 703 995 0759**
E-Mail Address : **billing@arcemus.com**

DNS Information

Primary DNS Host Name : **ns-1.amazon.com**
Primary DNS IP Address :
Secondary DNS Host Name : **ns-2.amazon.com**
Secondary DNS IP Address :

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Whois Result

Domain : aol.cg
Creation Date (YYYY-MM-DD) : 2000-01-21
Expiry Date (YYYY-MM-DD) : 2006-01-21

Organization registering the domain

Name Surname : Reggie Ster Doughmagne
Organization name : America Online, Inc.
Street : 22000 AOL Way
City - Zip Code : Dulles VA 20166
Country : United States - US
Telephone : +1 703 265 5431
Telefax :
E-Mail Address : domains@aol.net

Billing Contact

Name Surname :
Organization name : Billing
Street : IdNames
City - Zip Code : 440 Benmar #3325
Country : Houston TEXAS 77060
Telephone : United States - US
Telefax : +1 281 447 1044
E-Mail Address : +1 281 447 1160
dbms-billing@verisign.com

DNS Information

Primary DNS Host Name : dns-01.ns.aol.com
Primary DNS IP Address :
Secondary DNS Host Name : dns-02.ns.aol.com
Secondary DNS IP Address :

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Whois Result

Domain : **bankofamerica.cg**
Creation Date (YYYY-MM-DD) : 1998-10-01
Expiry Date (YYYY-MM-DD) : 2007-10-01

Organization registering the domain

Name Surname : Domain Administrator
Organization name : Bank of America Corporation
Street : 101 N. Tryon Street
City - Zip Code : Charlotte NC 28255
Country : United States
Telephone : +1.7043861189
Telefax : +1.7043872075
E-Mail Address : domain.administrator@bankofamerica.com

Billing Contact

Name Surname : NetNames
Organization name : NetNames
Street : 11 Clerkenwell Green
City - Zip Code : London EC1R 0DP
Country : United Kingdom
Telephone : +44-207-5495373
Telefax : +44-207-5495276
E-Mail Address : corporate-services@netnames.com

DNS Information

Primary DNS Host Name : ns1.netnames.net
Primary DNS IP Address :
Secondary DNS Host Name : ns2.netnames.net
Secondary DNS IP Address :

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Whois Result

Domain : **bankone.cg**
Creation Date (YYYY-MM-DD) : **2003-08-12**
Expiry Date (YYYY-MM-DD) : **2006-08-12**

Organization registering the domain

Name Surname :
Organization name : **Domain Manager**
Street : **Bank One Corporation**
City - Zip Code : **100 E. Broad St. 18th Floor**
Country : **Columbus, OH 43271-0158**
Telephone : **United States - US**
Telefax : **+1.6142485800**
E-Mail Address : **domain@bankone.com**

Billing Contact

Name Surname :
Organization name : **Domain Billing**
Street : **Alldomains.com**
City - Zip Code : **1547 Palos Verdes Mall #140**
Country : **Walnut Creek, CA 94597**
Telephone : **United States - US**
Telefax : **+1 925 685 9600**
E-Mail Address : **+1 925 685 9609**
provisioning@alldomains.com

DNS Information

Primary DNS Host Name :
Primary DNS IP Address : **dns36.bankone.com**
Secondary DNS Host Name :
Secondary DNS IP Address : **dns37.bankone.com**

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Whois Result

Domain : **blockbuster.cg**
Creation Date (YYYY-MM-DD) : **1998-10-01**
Expiry Date (YYYY-MM-DD) : **2006-10-01**

Organization registering the domain

Name Surname : **Sidelle Illion**
Organization name : **Blockbuster Inc.**
Street : **1201 Elm Street**
City - Zip Code : **Dallas - TX 75270**
Country : **US**
Telephone : **+1 214 854 3489**
Telefax : **+1 214 854 3271**
E-Mail Address : **bol.domain@blockbuster.com**

Billing Contact

Name Surname : **DBMS VeriSign**
Organization name : **VeriSign, Inc.**
Street : **487 E. Middlefield Rd., Mallstop MV 3-1-2**
City - Zip Code : **Mountain View CA - 94043**
Country : **US**
Telephone : **+19173223630**
Telefax : **+16506182574**
E-Mail Address : **dbms-billing@verisign.com**

DNS Information

Primary DNS Host Name : **ns.blockbuster.com**
Primary DNS IP Address :
Secondary DNS Host Name : **ns1.cbsiq.net**
Secondary DNS IP Address :

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Whois Result

Domain : **bofa.cg**
Creation Date (YYYY-MM-DD) : **1998-10-01**
Expiry Date (YYYY-MM-DD) : **2007-10-01**

Organization registering the domain

Name Surname :	Domain Administrator
Organization name :	Bank of America Corporation
Street :	101 N. Tryon Street
City - Zip Code :	Charlotte NC 28255
Country :	United States
Telephone :	+1.7043861189
Telefax :	+1.7043872075
E-Mail Address :	domain.administrator@bankofamerica.com

Billing Contact

Name Surname :	NetNames GDM Hostmaster
Organization name :	NetNames
Street :	11 Clerkenwell Green
City - Zip Code :	London EC1R 0DP
Country :	United Kingdom
Telephone :	+44-207-5495373
Telefax :	+44-207-5495276
E-Mail Address :	corporate-services@netnames.com

DNS Information

Primary DNS Host Name :	ns1.netnames.net
Primary DNS IP Address :	
Secondary DNS Host Name :	ns2.netnames.net
Secondary DNS IP Address :	

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Whois Result

Domain : bud.cg
Creation Date (YYYY-MM-DD) : 2000-02-12
Expiry Date (YYYY-MM-DD) : 2007-02-12

Organization registering the domain

Name Surname : Domain Administrator
Organization name : Anheuser Busch
Street : One Busch Place
City - Zip Code : St. Louis MO 63118
Country : USA
Telephone : + 1 314 765 8856
Telefax : + 1 314 577 2900
E-Mail Address : domain.admin@anheuser-busch.com

Billing Contact

Name Surname : CCOPS
Organization name : Markmonitor
Street : 10400 Overland Rd, PMB 155
City - Zip Code : Boise Idaho 83709
Country : USA
Telephone : +1 208 389 5740
Telefax : +1 208 389 5799
E-Mail Address : ccops@markmonitor.com

DNS Information

Primary DNS Host Name : corpns1.anheuser-busch.com
Primary DNS IP Address :
Secondary DNS Host Name : corpns2.anheuser-busch.com
Secondary DNS IP Address :

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Whois Result

Domain : budweiser.cg
Creation Date (YYYY-MM-DD) : 2000-02-12
Expiry Date (YYYY-MM-DD) : 2006-02-12

Organization registering the domain

Name Surname :
Organization name : Domain Administrator
Street : Anheuser Busch
City - Zip Code : One Busch Place
Country : St. Louis MO 63118
Telephone : USA
Telefax : +1.314.577.9715
E-Mail Address : +1.314.577.2900
domain.admin@anhuser-busch.com

Billing Contact

Name Surname : CCOPS
Organization name : Markmonitor
Street : 10400 Overland Rd, PMB 155
City - Zip Code : Boise Idaho 83709
Country : USA
Telephone : +1 208 389 5740
Telefax : +1 208 389 5799
E-Mail Address : ccops@markmonitor.com

DNS Information

Primary DNS Host Name :
Primary DNS IP Address : corpns1.anheuser-busch.com
Secondary DNS Host Name :
Secondary DNS IP Address : corpns2.anheuser-busch.com

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Whois Result

Domain : **canadadry.cg**
Creation Date (YYYY-MM-DD) : **2004-10-04**
Expiry Date (YYYY-MM-DD) : **2006-10-04**

Organization registering the domain

Name Surname :	Domain Administrator
Organization name :	COCA-COLA COMPANY
Street :	One Coca-Cola Plaza
City - Zip Code :	Atlanta GA 30301
Country :	United States - US
Telephone :	+14046768774
Telefax :	+14045988774
E-Mail Address :	domainadmin@na.ko.com

Billing Contact

Name Surname :	DBMS Billing
Organization name :	Verisign, Inc.
Street :	487 E. Middlefield Rd.
City - Zip Code :	Mountain View CA
Country :	United States - US
Telephone :	+19173223630
Telefax :	+16506182574
E-Mail Address :	dbms-billing@verisign.com

DNS Information

Primary DNS Host Name :	a4.nstld.com
Primary DNS IP Address :	192.5.6.33
Secondary DNS Host Name :	f4.nstld.com
Secondary DNS IP Address :	192.35.51.33

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Whois Result

Domain : **cisco.cg**
Creation Date (YYYY-MM-DD) : **2000-04-10**
Expiry Date (YYYY-MM-DD) : **2006-04-10**

Organization registering the domain

Name Surname :
Organization name : **Domain Admin**
Street : **Cisco Systems, Inc**
City - Zip Code : **170 West Tasman Drive, Mail Stop SJC 10/5/3**
Country : **San Jose, CA 95134-1706**
Telephone : **United States -- US**
Telefax : **+1 408-853-8854**
E-Mail Address : **+1 408-527-1593**
jguandiq@cisco.com

Billing Contact

Name Surname :
Organization name : **Verisign DBMS**
Street : **Attn.**
City - Zip Code : **487 E. Middlefield Rd. MV 3-1-2**
Country : **Mountain View -- CA 94043**
Telephone : **United States -- US**
Telefax : **+1 917-322-3630**
E-Mail Address : **+1 650-618-2574**
dbms-billing@verisign.com

DNS Information

Primary DNS Host Name : **a4.nstld.com**
Primary DNS IP Address :
Secondary DNS Host Name : **f4.nstld.com**
Secondary DNS IP Address :

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Whois Result

Domain : **cocacola.cg**
Creation Date (YYYY-MM-DD) : **2002-07-29**
Expiry Date (YYYY-MM-DD) : **2006-07-29**

Organization registering the domain

Name Surname :	Domain Administrator
Organization name :	The Coca-Cola Company
Street :	One Coca-Cola Plaza
City - Zip Code :	GA 30301
Country :	United States - US
Telephone :	+1 404-676-8774
Telefax :	+1 404-598-8774
E-Mail Address :	domainadmin@na.ko.com

Billing Contact

Name Surname :	DBMS Billing
Organization name :	Verisign, Inc.
Street :	487 E. Middlefield Rd.
City - Zip Code :	Mountain View CA 94043
Country :	United States - US
Telephone :	+1 800 579 2848
Telefax :	+1 650 237 8883
E-Mail Address :	dbms-billing@verisign.com

DNS Information

Primary DNS Host Name :	ns3.ko.com
Primary DNS IP Address :	
Secondary DNS Host Name :	ns4.ko.com
Secondary DNS IP Address :	

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Whois Result

Domain : **coke.cg**
Creation Date (YYYY-MM-DD) : **2002-07-29**
Expiry Date (YYYY-MM-DD) : **2007-07-29**

Organization registering the domain

Name Surname :	Domain Administrator
Organization name :	The Coca-Cola Company
Street :	One Coca-Cola Plaza, Atlanta
City - Zip Code :	GA 30301
Country :	United States - US
Telephone :	+1 404-676-8774
Telefax :	+1 404-598-8774
E-Mail Address :	domainadmin@na.ko.com

Billing Contact

Name Surname :	DBMS Billing
Organization name :	Verisign, Inc.
Street :	487 E. Middlefield Rd.
City - Zip Code :	Mountain View CA 94043
Country :	United States - US
Telephone :	+1 800 579 2848
Telefax :	+1 650 237 8883
E-Mail Address :	dbms-billing@verisign.com

DNS Information

Primary DNS Host Name :	ns3.ko.com
Primary DNS IP Address :	
Secondary DNS Host Name :	ns4.ko.com
Secondary DNS IP Address :	

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Whois Result

Domain : compuserve.cg
Creation Date (YYYY-MM-DD) : 2000-01-22
Expiry Date (YYYY-MM-DD) : 2007-01-22

Organization registering the domain

Name Surname : Reggle Star Doughmagne
Organization name : America Online, Inc.
Street : 22000 AOL Way
City - Zip Code : Dulles, VA 20166-9323
Country : United States - US
Telephone : +1 703 265 5431
Telefax : +1 281 447 1160
E-Mail Address : domains@aol.net

Billing Contact

Name Surname : Billing
Organization name : idNames
Street : 440 Benmar #3325
City - Zip Code : Houston TEXAS 77060
Country : United States - US
Telephone : +1 281 447 1044
Telefax : +1 281 447 1160
E-Mail Address : dbms-billing@verisign.com

DNS Information

Primary DNS Host Name : arl-name-svc-1.compuserve.com.
Primary DNS IP Address :
Secondary DNS Host Name : dub-name-svc-1.compuserve.com.
Secondary DNS IP Address :

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Whois Result

Domain : **costco.cg**
Creation Date (YYYY-MM-DD) : **2000-03-30**
Expiry Date (YYYY-MM-DD) : **2006-03-30**

Organization registering the domain

Name Surname : Admin, Domain
Organization name : Costco Wholesale
Street : 999 Lake Drive
City - Zip Code : Issaquah WA 98027
Country : United States -- US
Telephone : +1 425 313 8100
Telefax : +1 425 313 6800
E-Mail Address : admincontact@costco.com

Billing Contact

Name Surname : DBMS Billing
Organization name : Verisign, Inc.
Street : 487 E. Middlefield Rd.
City - Zip Code : Mountain View, Ca 94043
Country : United States -- US
Telephone : +1 917 322 3630
Telefax : +1 650 618 2574
E-Mail Address : ccops@markmonitor.com

DNS Information

Primary DNS Host Name : curie.netsol.com
Primary DNS IP Address :
Secondary DNS Host Name : hertz.netsol.com
Secondary DNS IP Address :

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Whois Result

Domain : **dasani.cg**
Creation Date (YYYY-MM-DD) : **2003-07-18**
Expiry Date (YYYY-MM-DD) : **2006-07-18**

Organization registering the domain

Name Surname :	Domain Administrator
Organization name :	The Coca-Cola Company
Street :	One Coca-Cola Plaza
City - Zip Code :	GA30301
Country :	United States - US
Telephone :	+1 404 676 8774
Telefax :	+1 404 598 8774
E-Mail Address :	domainadmin@na.ko.com

Billing Contact

Name Surname :	Accounting Manager
Organization name :	DBMS Verisign
Street :	487 E. Middlefield Rd. Mailstop MV 3-1-2
City - Zip Code :	Mountain View, CA 94043
Country :	United States - US
Telephone :	+1 917 322 3630
Telefax :	+1 650 618 2574
E-Mail Address :	dbms-billing@verisign.com

DNS Information

Primary DNS Host Name :	ns3.ko.com
Primary DNS IP Address :	
Secondary DNS Host Name :	ns4.ko.com
Secondary DNS IP Address :	

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Whois Result

Domain : **dell.cg**
Creation Date (YYYY-MM-DD) : **1998-06-29**
Expiry Date (YYYY-MM-DD) : **2006-06-29**

Organization registering the domain

Name Surname : **Dell Domain Administrative Contact**
Organization name : **Dell Computer Corporation**
Street : **One Dell Way , MS 8033**
City - Zip Code : **Round Rock, Texas 78682**
Country : **USA**
Telephone : **+1 512.728.3369**
Telefax : **+1 512.283.3369**
E-Mail Address : **dnsadmin@dell.com**

Billing Contact

Name Surname : **CCOPS**
Organization name : **Markmonitor**
Street : **10400 Overland Rd, PMB 155**
City - Zip Code : **Boise Idaho 83709**
Country : **USA**
Telephone : **+1 208 389 5754**
Telefax : **+1 208 389 5799**
E-Mail Address : **ccops@markmonitor.com**

DNS Information

Primary DNS Host Name : **ns1.us.dell.com**
Primary DNS IP Address :
Secondary DNS Host Name : **ns2.us.dell.com**
Secondary DNS IP Address :

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Whois Result

Domain : drpepper.cg
Creation Date (YYYY-MM-DD) : 2004-10-04
Expiry Date (YYYY-MM-DD) : 2006-10-04

Organization registering the domain

Name Surname : Domain Administrator
Organization name : COCA-COLA COMPANY
Street : One Coca-Cola Plaza
City - Zip Code : 30301
Country : United States - US
Telephone : +14046768774
Telefax : +14045988774
E-Mail Address : domainadmin@na.ko.com

Billing Contact

Name Surname : DBSM Billing
Organization name : Verisign, Inc.
Street : 487 E. Middlefield Rd.
City - Zip Code : Mountain View CA
Country : United States - US
Telephone : +19173223630
Telefax : +16506182574
E-Mail Address : dbms-billing@verisign.com

DNS Information

Primary DNS Host Name : a4.nstld.com
Primary DNS IP Address : 192.5.6.33
Secondary DNS Host Name : f4.nstld.com
Secondary DNS IP Address : 192.35.51.33

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Whois Result

Domain : **exxonmobil.cg**
Creation Date (YYYY-MM-DD) : **1999-11-24**
Expiry Date (YYYY-MM-DD) : **2005-11-24**

Organization registering the domain

Name Surname : **Internet Coordinator**
Organization name : **ExxonMobil**
Street : **5959 Las Colinas Boulevard**
City - Zip Code : **Irving**
Country : **US**
Telephone : **1 972 444 1161**
Telefax : **1 972 444 1139**
E-Mail Address : **admin@internationaladmin.com**

Billing Contact

Name Surname : **Billing Team**
Organization name : **Register.com**
Street : **575 8th Avenue, 11th Floor**
City - Zip Code : **New York 10018**
Country : **United States -- US**
Telephone : **212-798-9100**
Telefax : **+1-413-723-8334**
E-Mail Address : **admin@internationaladmin.com**

DNS Information

Primary DNS Host Name : **pegasus.mobil.com**
Primary DNS IP Address :
Secondary DNS Host Name : **pegasus2.mobil.com**
Secondary DNS IP Address :

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Whois Result

Domain : fanta.cg
Creation Date (YYYY-MM-DD) : 2003-01-03
Expiry Date (YYYY-MM-DD) : 2006-01-03

Organization registering the domain

Name Surname :	Domain Administrator
Organization name :	The Coca-Cola Company
Street :	One Coca-Cola Plaza
City - Zip Code :	Atlanta, GA 30301
Country :	United States -- US
Telephone :	+1 404 676 8774
Telefax :	+1 404 598 8774
E-Mail Address :	domainadmin@na.ko.com

Billing Contact

Name Surname :	Accounting Manager
Organization name :	idNAMES
Street :	440 Benmar, #3325
City - Zip Code :	Houston, TX 77060
Country :	United States -- US
Telephone :	+1 281 447 1044
Telefax :	+1 281 447 1160
E-Mail Address :	dbms-billing@verisign.com

DNS Information

Primary DNS Host Name :	ns3.ko.com
Primary DNS IP Address :	205.160.52.52
Secondary DNS Host Name :	ns4.ko.com
Secondary DNS IP Address :	205.160.52.53

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Whois Result

Domain : **federalexpress.cg**
Creation Date (YYYY-MM-DD) : **2004-02-09**
Expiry Date (YYYY-MM-DD) : **2006-02-09**

Organization registering the domain

Name Surname : **Federal Express Corporation**
Organization name : **Federal Express Corporation**
Street : **3620 Hacks Cross Road**
City - Zip Code : **Memphis-38125**
Country : **United States - US**
Telephone : **901-434-8600**
Telefax : **901-434-9256**
E-Mail Address : **admin@internationaladmin.com**

Billing Contact

Name Surname : **Anthony Fernandez**
Organization name : **Register.com**
Street : **575 8th Ave.**
City - Zip Code : **New York-10018**
Country : **United States - US**
Telephone : **212-798-9100**
Telefax : **413-723-8334**
E-Mail Address : **cctid-billing@register.com**

DNS Information

Primary DNS Host Name : **ns0.fedex.com**
Primary DNS IP Address : **199.81.193.103**
Secondary DNS Host Name : **ns.fedex.com**
Secondary DNS IP Address : **198.80.10.4**

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Whois Result

Domain : fedex.cg
Creation Date (YYYY-MM-DD) : 2004-02-09
Expiry Date (YYYY-MM-DD) : 2006-02-09

Organization registering the domain

Name Surname : Federal Express Corporation
Organization name : Federal Express Corporation
Street : 3620 Hacks Cross Road
City - Zip Code : Memphis-38125
Country : United States -- US
Telephone : 901-434-8600
Telefax : 901-434-9256
E-Mail Address : admin@internationaladmin.com

Billing Contact

Name Surname : Anthony Fernandez
Organization name : Register.com
Street : 575 8th Ave.
City - Zip Code : New York-10018
Country : United States -- US
Telephone : 212-798-9100
Telefax : 413-723-8334
E-Mail Address : cctld-billing@register.com

DNS Information

Primary DNS Host Name : ns0.fedex.com
Primary DNS IP Address : 199.81.193.103
Secondary DNS Host Name : ns.fedex.com
Secondary DNS IP Address : 198.80.10.4

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Whois Result

Domain : **google.cg**
Creation Date (YYYY-MM-DD) : **2003-03-07**
Expiry Date (YYYY-MM-DD) : **2006-03-07**

Organization registering the domain

Name Surname : **Rose Hagan**
Organization name : **Google Inc.**
Street : **2400 E. Bayshore Pkwy**
City - Zip Code : **Mountain View 94043**
Country : **United States -- US**
Telephone : **+1 6503300100**
Telefax : **+1 6506181499**
E-Mail Address : **dns-admin@google.com**

Billing Contact

Name Surname : **Chris Bura**
Organization name : **Alldomains.com**
Street : **1547 Palos Verdes Mall #140**
City - Zip Code : **Walnut Creek CA 94597**
Country : **United States -- US**
Telephone : **+1 925 685 9600**
Telefax : **+1 925 685 9609**
E-Mail Address : **dnbilling@alldomains.com**

DNS Information

Primary DNS Host Name : **ns1.google.com**
Primary DNS IP Address :
Secondary DNS Host Name : **ns2.google.com**
Secondary DNS IP Address :

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Whois Result

Domain : hewlett-packard.cg
Creation Date (YYYY-MM-DD) : 2001-06-05
Expiry Date (YYYY-MM-DD) : 2006-06-05

Organization registering the domain

Name Surname : HP Hostmaster
Organization name : Hewlett-Packard Company
Street : 3404 East Harmony Rd MS 20
City - Zip Code : Fort Collins 80528
Country : United States - US
Telephone : 800-524-7638
Telefax : 970-898-2836
E-Mail Address : hostmaster@hp.com

Billing Contact

Name Surname : Billing Admin
Organization name : Alldomains.com
Street : 1547 Palos Verdes Mall #140
City - Zip Code : Walnut Creek, Ca. 94597
Country : United States - US
Telephone : 19256859600
Telefax : 19256859609
E-Mail Address : دنبیلینگ@اللدومینس.كوم

DNS Information

Primary DNS Host Name : atlanta.americas.hp.net
Primary DNS IP Address :
Secondary DNS Host Name : paloalto.americas.hp.net
Secondary DNS IP Address :

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Whois Result

Domain : **hp.cg**
Creation Date (YYYY-MM-DD) : **2001-06-12**
Expiry Date (YYYY-MM-DD) : **2006-06-12**

Organization registering the domain

Name Surname : **HP Hostmaster**
Organization name : **Hewlett-Packard Company**
Street : **3404 East Harmony Rd MS 20**
City - Zip Code : **Fort Collins, CO 80528**
Country : **United States - US**
Telephone : **800-524-7638**
Telefax : **970-898-2836**
E-Mail Address : **hostmaster@hp.com**

Billing Contact

Name Surname : **Domain Billing**
Organization name : **Alldomains.com**
Street : **1547 Palos Verdes Mall #140**
City - Zip Code : **Walnut Creek CA 94597**
Country : **United States - US**
Telephone : **+1 925 6859600**
Telefax : **+1 925 6859609**
E-Mail Address : **dnbilling@alldomains.com**

DNS Information

Primary DNS Host Name : **atlanta.americas.hp.net**
Primary DNS IP Address :
Secondary DNS Host Name : **palocalto.americas.hp.net**
Secondary DNS IP Address :

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Whois Result

Domain : **ibm.cg**
Creation Date (YYYY-MM-DD) : **2001-06-12**
Expiry Date (YYYY-MM-DD) : **2006-06-12**

Organization registering the domain

Name Surname : **Grazia T. Micewicz**
Organization name : **IBM Corporation**
Street : **North Castle Drive**
City - Zip Code : **Armonk - 10598**
Country : **United States -- US**
Telephone : **914-765-4227**
Telefax : **914-765-4370**
E-Mail Address : **dnsadm@us.ibm.com**

Billing Contact

Name Surname : **DBMS Verisign**
Organization name : **VeriSign, Inc.**
Street : **487 E. Middlefield Rd. Mailstop MV 3-1-2**
City - Zip Code : **Mountain View, CA 94043**
Country : **United States -- US**
Telephone : **+1917 322 3630**
Telefax : **+1650 618 2574**
E-Mail Address : **dbms-billing@verisign.com**

DNS Information

Primary DNS Host Name : **ns.watson.ibm.com**
Primary DNS IP Address :
Secondary DNS Host Name : **ns.almaden.ibm.com**
Secondary DNS IP Address :

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Whois Result

Domain : **kodak.cg**
Creation Date (YYYY-MM-DD) : **2000-01-10**
Expiry Date (YYYY-MM-DD) : **2006-01-10**

Organization registering the domain

Name Surname :
Organization name : **Eastman Kodak Company**
Street : **343 State Street Mail Stop 00706**
City - Zip Code : **Rochester 14650-0706**
Country : **US**
Telephone : **+1 585 724 4000**
Telefax : **+1 585 724 7434**
E-Mail Address : **domain-administrator@kodak.com**

Billing Contact

Name Surname :
Organization name : **Accounts Payable**
Street : **VeriSign Digital Brand Management Services**
City - Zip Code : **440 Benmar Drive**
Country : **Houston-TX-77060**
Telephone : **US**
Telefax : **+1 2814471044**
E-Mail Address : **+1 2814471160**
dbms-billing@verisign.com

DNS Information

Primary DNS Host Name : **ekns01.kodak.com**
Primary DNS IP Address :
Secondary DNS Host Name : **ekns02.kodak.com**
Secondary DNS IP Address :

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Whois Result

Domain : **mastercard.cg**
Creation Date (YYYY-MM-DD) : **2000-04-21**
Expiry Date (YYYY-MM-DD) : **2006-04-21**

Organization registering the domain

Name Surname :	DNS Role Account
Organization name :	MasterCard International Incorporated
Street :	2000 Purchase Street Purchase
City - Zip Code :	New York
Country :	USA
Telephone :	+1 314 5232984
Telefax :	+1 314 5232878
E-Mail Address :	hostmaster@mastercard.org

Billing Contact

Name Surname :	BILLING DEPARTMENT
Organization name :	eBrandSecure, LLC
Street :	3550 Wilshire Blvd., Suite 430
City - Zip Code :	Los Angeles, CA 90010
Country :	USA
Telephone :	+1 213 387 0070
Telefax :	+1 213 3872270
E-Mail Address :	billing@ebrandsecure.com

DNS Information

Primary DNS Host Name :	nyx.marques.co.za
Primary DNS IP Address :	
Secondary DNS Host Name :	janet.marques.co.za
Secondary DNS IP Address :	

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Whois Result

Domain : mbna.cg
Creation Date (YYYY-MM-DD) : 2005-07-15
Expiry Date (YYYY-MM-DD) : 2006-07-15

Organization registering the domain

Name Surname : Domin Admin
Organization name : MBNA America Bank, N.A.
Street : 1100 North King Street
City - Zip Code : Wilmington, DE 19884
Country : United States - US
Telephone : +1.8004417048
Telefax : +1.3024322655
E-Mail Address : dnsadministrator@mbna.com

Billing Contact

Name Surname : CCOPS Provisioning
Organization name : MarkMonitor
Street : PMB 155, 10400 Overland Road
City - Zip Code : Boise, ID 83709
Country : United States - US
Telephone : +1-2083895740
Telefax : +1.2083895771
E-Mail Address : ccops@markmonitor.com

DNS Information

Primary DNS Host Name : ns11.mbna.com
Primary DNS IP Address : 192.195.217.134
Secondary DNS Host Name : ns12.mbna.com
Secondary DNS IP Address : 192.189.32.74

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Whois Result

Domain : **microsoft.cg**
Creation Date (YYYY-MM-DD) : **2000-07-24**
Expiry Date (YYYY-MM-DD) : **2006-07-24**

Organization registering the domain

Name Surname :
Organization name : **Domain Administrator
Microsoft Corporation**
Street : **One Microsoft Way**
City - Zip Code : **Redmond, WA 98052**
Country : **United States -- US**
Telephone : **+1 425-882-8080**
Telefax : **+1 425-936-7329**
E-Mail Address : **admin1@internationaladmin.com**

Billing Contact

Name Surname :
Organization name : **ccTld Billing
Register.com**
Street : **575 8th Avenue, 11th Floor**
City - Zip Code : **New York, NY 10018**
Country : **United States -- US**
Telephone : **+1 212 798 9100**
Telefax : **+1 646 349 3855**
E-Mail Address : **cctld-billing@register.com**

DNS Information

Primary DNS Host Name : **ns3.msft.net**
Primary DNS IP Address :
Secondary DNS Host Name : **ns1.msft.net**
Secondary DNS IP Address :

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Whois Result

Domain : mobil.cg
Creation Date (YYYY-MM-DD) : 1999-05-15
Expiry Date (YYYY-MM-DD) : 2006-05-15

Organization registering the domain

Name Surname : Internet Coordinator
Organization name : ExxonMobil
Street : 5959 Las Collinas Boulevard
City - Zip Code : Irving 75039-2298
Country : US
Telephone : 1 972 444 1161
Telefax : 1 972 444 1139
E-Mail Address : admin@internationaladmin.com

Billing Contact

Name Surname : Billing Team
Organization name : register.com
Street : 575 8th Avenue, 11th Floor
City - Zip Code : New York 10018
Country : United States -- US
Telephone : +1-212-899-9702
Telefax : +1-413-723-8334
E-Mail Address : admin@internationaladmin.com

DNS Information

Primary DNS Host Name : pegasus.mobil.com
Primary DNS IP Address :
Secondary DNS Host Name : pegasus2.mobil.com
Secondary DNS IP Address :

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Whois Result

Domain : **morganstanley.cg**
Creation Date (YYYY-MM-DD) : **2000-09-19**
Expiry Date (YYYY-MM-DD) : **2006-09-19**

Organization registering the domain

Name Surname : **Internet Admin**
Organization name : **Morgan Stanley**
Street : **1585 Broadway**
City - Zip Code : **New York, NY 10036**
Country : **US**
Telephone : **+1 212 762 8467**
Telefax : **+1 212 762 8467**
E-Mail Address : **Internetadmin@morganstanley.com**

Billing Contact

Name Surname : **Verisign DBMS**
Organization name : **Attn.**
Street : **487 E. Middlefield Rd. MV 3-1-2**
City - Zip Code : **Mountain View - CA 94043**
Country : **United States - US**
Telephone : **+1 917-322-3630**
Telefax : **+1 650-618-2574**
E-Mail Address : **dbms-billing@verisign.com**

DNS Information

Primary DNS Host Name : **a4.nstld.com**
Primary DNS IP Address :
Secondary DNS Host Name : **f4.nstld.com**
Secondary DNS IP Address :

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Whois Result

Domain : **nike.cg**
Creation Date (YYYY-MM-DD) : **2004-02-10**
Expiry Date (YYYY-MM-DD) : **2006-02-10**

Organization registering the domain

Name Surname :	Domain Name Administrator
Organization name :	Nike International, Ltd.
Street :	One Bowerman Drive
City - Zip Code :	Beaverton-97005
Country :	United States - US
Telephone :	503-671-2635
Telefax :	503-646-6926
E-Mail Address :	admin@internationaladmin.com

Billing Contact

Name Surname :	Anthony Fernandez
Organization name :	Register.com
Street :	575 8th Ave.
City - Zip Code :	New York-10018
Country :	United States - US
Telephone :	212-798-9100
Telefax :	413-723-8334
E-Mail Address :	cctld-billing@register.com

DNS Information

Primary DNS Host Name :	ns1.loudcloud.com
Primary DNS IP Address :	66.54.0.77
Secondary DNS Host Name :	ns2.loudcloud.com
Secondary DNS IP Address :	66.54.32.77

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Whois Result

Domain : nyse.cg
Creation Date (YYYY-MM-DD) : 2001-09-18
Expiry Date (YYYY-MM-DD) : 2006-09-18

Organization registering the domain

Name Surname :
Organization name : Domain Manager
Street : New York Stock Exchange, Inc.
City - Zip Code : 20 Broad Street, 11th Floor, Web Systems
Country : New York NY 10005
Telephone : United States - US
Telefax : +1 999 999 9999
E-Mail Address : domainmanager@nyse.com

Billing Contact

Name Surname :
Organization name : Billing Manager
Street : Iron Mountain
City - Zip Code : PMB 5500, 2711 Centerville Road, Ste. 120
Country : Wilmington, DE 19808
Telephone : United States - US
Telefax : +1 703 654 6009
E-Mail Address : +1 703 995 0759
lpm-billing@ironmountain.com

DNS Information

Primary DNS Host Name : ns1.arcemus.com
Primary DNS IP Address :
Secondary DNS Host Name : ns2.arcemus.com
Secondary DNS IP Address :

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Whois Result

Domain : **sams.cg**
Creation Date (YYYY-MM-DD) : **2000-06-15**
Expiry Date (YYYY-MM-DD) : **2006-06-15**

Organization registering the domain

Name Surname : **Wal-Mart NetNames**
Organization name : **Wal-Mart Stores, Inc.**
Street : **805 Moberly Ln, M31**
City - Zip Code : **Bentonville, AR 72716**
Country : **United States - US**
Telephone : **+14792734000**
Telefax : **+14792736879**
E-Mail Address : **netnames@wal-mart.com**

Billing Contact

Name Surname : **Billing**
Organization name : **IdNames**
Street : **440 Benmar #3325**
City - Zip Code : **Houston TEXAS 77060**
Country : **United States - US**
Telephone : **+1 281 447 1044**
Telefax : **+1 281 447 1160**
E-Mail Address : **dbms-billing@verisign.com**

DNS Information

Primary DNS Host Name : **curie.netsol.com**
Primary DNS IP Address :
Secondary DNS Host Name : **hertz.netsol.com**
Secondary DNS IP Address :

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NEW

from the
LOS ANGELES SUPERIOR COURT
ADR DEPARTMENT

If you have a general jurisdiction case involving one of these 6 subject matter areas:

- commercial
- employment
- medical malpractice
- real estate
- trade secrets
- unfair competition

***Your case may be eligible for the court's pilot
Early Neutral Evaluation (ENE) program.***

- ◆ **ENE can reduce litigation time and costs and promote settlement.**
- ◆ ENE is an informal process that offers a non-binding evaluation by an experienced neutral lawyer with expertise in the subject matter of the case. After counsel present their claims and defenses, the neutral evaluates the case based on the law and the evidence.
- ◆ **ENE is voluntary and confidential.**
- ◆ The benefits of ENE include helping to clarify, narrow or eliminate issues, identify areas of agreement, offer case-planning suggestions and, if requested by the parties, assist in settlement.
- ◆ **The first three (3) hours of the ENE session are free of charge.**

See back for a list of participating pilot courthouses and departments.

For additional ENE information, visit the Court's web site at www.lasuperiorcourt.org/adr

CASE NO. 5C090220

NOTICE OF CASE ASSIGNMENT TO INDIVIDUAL CALENDAR COURT

**TO PLAINTIFFS AND PLAINTIFFS' ATTORNEYS OF RECORD or PLAINTIFFS
IN PRO PER:**

IT IS HEREBY ORDERED AND YOU ARE HEREBY NOTIFIED that this action shall be assigned as an Individual Calendar (IC), direct calendaring, Judge for all purposes, including trial to: JOHN L. SEGAL Department: M

- Judge Joseph S. Biderman
West Los Angeles Courthouse
Department WE-C
1633 Purdue Avenue
West Los Angeles, CA 90025
- Judge Allan Goodman
West Los Angeles Courthouse
Department WE-H
1633 Purdue Avenue
West Los Angeles, CA 90025
- Judge Lisa Hart Cole
Beverly Hills Courthouse
Department WE-X
9355 Burton Way
Beverly Hills, CA 90210
- Santa Monica Courthouse
1725 Main Street
Santa Monica, CA 90401

IT IS FURTHER ORDERED THAT PLAINTIFF AND COUNSEL FOR PLAINTIFF SHALL GIVE NOTICE OF THIS ALL-PURPOSE CASE ASSIGNMENT by serving a copy of this Notice on all parties to this action at the time the Summons and Complaint are served, or, if not a served party, when such party (including any cross-defendant or complainant-in-intervention) appears in the action.

INITIAL CASE MANAGEMENT REVIEW AND CONFERENCE: Upon the filing of the Complaint, an Initial Case Management Review and Conference will be calendared for hearing in the Individual Calendar Court to which the case is assigned. The hearing date will be stamped upon the face of the Complaint. Plaintiff shall give notice of the Initial Case Management Review and Conference to all named parties in conjunction with service of the Summons and Complaint and include any later appearing party such as a cross-defendant or complainant-in-intervention served within this time period. Proof of service must be brought to the hearing if not previously filed. Failure of the plaintiff to give complete and timely notice of the Initial Case Management Review and Conference to all parties who have been served with the Summons and Complaint or otherwise appeared in the action may result in sanctions. (CRC 212(a); Local Rule 3(c).) Failure to timely file proof of service of Summons and Complaint within 60 days after filing the Complaint (CRC 201.7(b)) may result in an Order to Show Cause re sanctions being issued. (CRC 201.7(f).)

If a case is assigned to Department X, located in the Beverly Hills Courthouse, or Department C or H, located in the West Los Angeles Courthouse, all documents, pleadings, motions, and papers filed subsequent to the original Complaint shall be filed directly in the courtroom stamped upon the Complaint.

Notice to Litigants
Superior Court of California, County of Los Angeles
INFORMATION REGARDING NEW CALIFORNIA RULES OF COURT THAT
TAKE EFFECT JULY 1ST, 2002

This brief synopsis is provided to inform litigants, attorneys, and the general public of new California Court Rules effective July 1st, 2002, which affect the processing and filing of limited and unlimited civil cases (with the exception of Unlawful detainers, Small Claim actions, complex civil cases, probate, guardianship, conservator-ship, family law, juvenile court proceedings, and short cause cases)

The full text of these changes can be found in the California Rules of Court Booklet.

Rule 201.7 (Re Time for Service of Complaint, Cross Complaint, and Response)

Complaints are to be served and proofs of service filed with the court within 60 days after filing of the complaint.

On amended complaints, the added defendant must be served and proof of service must be filed within 30 days of filing the amended complaint.

A Cross- Complaint against a party who has already appeared in the action, must be accompanied by proof of service of the cross complaint at the time it is filed.

The plaintiff within 10 days after the time for response has elapsed must file a Request for Entry of Default and must obtain a default judgment within 45 days after entry of default.

(Rule 201.8 (re: CASE COVER SHEET)

Required in each civil limited or unlimited action.

(Rule 201.9 (RE: INFORMATION ABOUT ALTERNATIVE DISPUTE RESOLUTION)

Plaintiff will be provided an Alternative Dispute Resolution (ADR) package at time of filing the complaint and must serve a copy of said package on each defendant.

(Rule 212 Re; CASE MANAGEMENT CONFERENCE, MEET AND CONFER REQUIREMENT; AND CASE MANAGEMENT ORDER)

A Case Management Review/Conf. must be completed no later than 180 days from filing of the complaint. Los Angeles Superior court will set said review/ conference date of 140 to 160 days from filing of the complaint. Individual courts may set additional earlier status conferences.

Notice of the case Management Review / Conference will be given to all Parties No later than 45 days before the review/ conference date. If the court determines that appearances are not necessary at the case Management Review/ Conference, the court may issue a Case Management Order and notify the parties that no appearance is necessary. No later than 15 calendar days before the date set for the Case Management. Using the mandatory judicial Council form No.CM-110.

Parties must meet and confer to consider case issue no later than 30 calendar days before the date set for the Case Management Review/ Conference. The court will issue a Case Management Order setting a schedule for subsequent proceedings, if necessary.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
WEST DISTRICT

NOTICE OF COURT MEDIATION PROGRAM

NEED FOR ALTERNATIVE DISPUTE RESOLUTION (ADR)

The court recognizes that full, formal litigation of claims can impose a large economic burden on the parties as well as the court system and can delay the resolution of disputes. It is the goal of the Court to encourage the parties to lawsuits filed in the Municipal or Superior Courts of Los Angeles County, West District, to explore meaningful alternatives for resolving their disputes through various voluntary methods that have been shown to be successful in many jurisdictions, both state and federal.

Although most (90- 98%) cases do settle, many settlements come only after a considerable amount of time, money, and resources have been expended. Such expenditures, as well as the adversarial nature of litigation, can be a disincentive to settlement. The Los Angeles County Superior Court encourages the use of Alternative Dispute Resolution (ADR) as early as possible in the case.

MEDIATION

In addition to judicial arbitration, the Court is now providing, at no cost to the parties, a mediation program, pursuant to California Rules of Court, Rule 1631, et seq. Mediation is one of the most frequently used methods of ADR because it is informal, quick, convenient, and can be confidential. In this process the parties select a neutral mediator from a panel provided by the Court at the First Status Conference. The selected mediator will schedule a hearing date; at that time, the mediator will assist the parties in identifying issues, establishing areas of agreement, and in finding a solution or settlement of the dispute. Since mediation requires the agreement of the parties to resolve the matter, control of the proceedings and determinations of what is fair remain completely in the parties' hands.

Mediation has been shown to have a high success rate in resolving cases. An advantage of mediation over arbitration is that it does not trigger a discovery cut-off date.

ADVANTAGES OF ADR

The filing of your complaint or answer may be just the beginning of the costs that you will incur during the course of your lawsuit. Lawsuits can be extremely costly. By utilizing ADR methods such as mediation early in the course of your case, you may significantly reduce these costs by either resolving the case before expensive discovery and trial proceedings are commenced or by narrowing the scope of your discovery by identifying disputed and undisputed factual and legal issues.

ADR can be a fast, economical, efficient, and effective way to resolve civil cases, and most litigants report satisfaction with the process. ADR procedures can be scheduled at your convenience and can be completed in a fraction of the time required for traditional litigation. The process will give you an opportunity to test the strengths and weaknesses of your case without adverse impact in the event of trial. ADR allows your personal participation in reaching a mutually acceptable resolution and possibly avoiding the uncertainties and expense trial.

NAME, ADDRESS AND PHONE NUMBER
OF ATTORNEYS

FILE STAMP

Attorney(s) for:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

CASE NUMBER

PLAINTIFF(S).

vs.

DEFENDANT(S).

**STIPULATION AND ORDER
RE BINDING ARBITRATION**

Status Conference Date:

At _____ a.m. in Department _____ .

THE PARTIES SHOULD CONSIDER BINDING ARBITRATION. BINDING ARBITRATION PROVIDES FINALITY AND ELIMINATES COURT APPEARANCES. THE ARBITRATION IS PROVIDED AT NO COST TO THE PARTIES. IF THIS STIPULATION IS SIGNED AND FILED DIRECTLY IN THE ABOVE DEPARTMENT, FIVE COURT DAYS PRIOR TO THE DATE SET FOR THE STATUS CONFERENCE, NO APPEARANCE IS REQUIRED AT THE STATUS CONFERENCE.

The parties and their attorneys, hereby stipulate as follows:

1. The matter shall be submitted to binding arbitration and the parties waive their right to a trial de novo as provided in California Code of Civil Procedure, Section 1141.20.
2. _____, a member of The Superior Court Arbitration panel, shall serve as arbitrator.
3. All cross complaints have been filed.
4. All fictitious and named defendants/cross-defendants who have not filed an answer are dismissed.
5. The court retains jurisdiction over motions to enforce the arbitration award and other post-arbitration motions.

Executed this _____ day of _____, 20__ .

Plaintiff

Attorney for Plaintiff

Defendant

Attorney for Defendant

ORDER

It is so ordered:

DATE: _____

JUDGE _____

LOS ANGELES SUPERIOR COURT
CIVIL ALTERNATIVE DISPUTE RESOLUTION (ADR) PROGRAMS
[CRC 201.9(c) Information about Alternative Dispute Resolution]

The plaintiff shall serve a copy of the ADR Information package on each defendant along with the complaint.

ADR PROGRAMS

"Alternative Dispute Resolution (ADR)" is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes such as arbitration, mediation, early neutral evaluation (ENE), and settlement conferences, are less formal than court and provide opportunities for litigants to reach an agreement using a problem-solving approach rather than the more adversarial approach of litigation.

MEDIATION A neutral third party called a "mediator" helps participants in the dispute create their own resolution. The mediator helps facilitate a discussion in which the parties reach a mutually agreed upon settlement. Therefore, mediation allows for more creative resolutions to disputes than other ADR processes.

The Court Mediation Program is governed by Code of Civil Procedure sections 1775-1775.15, California Rules of Court, Rules 1620-1622 and 1630-1639, Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, Chapter 12.

ARBITRATION A neutral third party called an "arbitrator" listens to each side in the dispute present its case. The arbitrator, who is an attorney, issues a decision based on the evidence. Although evidence is presented, arbitration is a less formal process than litigation. The decision is non-binding unless the parties agree in writing to binding arbitration.

The Court Arbitration Program is governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, Rules 1600-1618, and Los Angeles Superior Court Rules, Chapter 12.

ENE A neutral third party called an "evaluator" will provide the parties and their counsel, on a voluntary basis and in a confidential session, the opportunity to make summary presentations of their claims and defenses, including key evidence. After hearing the presentations, the evaluator, who is an experienced lawyer with subject-matter expertise, offers a non-binding evaluation.

The evaluator will also help clarify, narrow or eliminate issues, identify areas of agreement, offer case-planning suggestions, and, if requested by parties, settlement assistance. Although settlement is not the primary goal of ENE, the ENE process can reduce litigation time and costs and promote settlement.

The Court ENE Program is governed by Los Angeles Superior Court Rules, Chapter 12.

SETTLEMENT CONFERENCE A neutral third party called a "settlement officer," who is also a retired judge, assists the parties in negotiating their own settlement and may evaluate the strengths and weaknesses of the case.

JURISDICTIONAL LIMITATIONS

MEDIATION, ARBITRATION & ENE Any case in which the amount in dispute is between \$25,000-\$50,000 per plaintiff, and was not previously referred to the Court ADR Program, can be sent to the Court ADR Program for mediation, arbitration, or ENE by stipulation, election by plaintiff or order of the court.

Parties may *voluntarily* request or initiate a mediation or arbitration proceeding, regardless of the amount in dispute.

SETTLEMENT CONFERENCE Any case, regardless of the amount in dispute, may be ordered to a settlement conference. There is no monetary limit.

REFERRAL INFORMATION

After the Court determines the suitability of a case for ADR, the Court directs the parties to the ADR Department to initiate the ADR process. Once the parties have completed the ADR intake forms, a Neutral may be selected.

LOS ANGELES COUNTY DISPUTE RESOLUTION PROGRAMS ACT (DRPA) CONTRACTORS

The following organizations provide mediation services under contract with the Los Angeles County Department of Community & Senior Services. Services are provided to parties in any civil case filed in the Los Angeles County Superior Court. Services are not provided under this program to family, probate, traffic, criminal, appellate, mental health, unlawful detainer/eviction or juvenile court cases.

Asian-Pacific American Dispute Resolution Center
(213) 250-8190
(Spanish & Asian languages capability)

California Academy of Mediation Professionals
(818) 377-7250

Center for Conflict Resolution
(818) 380-1840

Inland Valleys Justice Center
(909) 397-5780
(Spanish language capability)

Office of the Los Angeles City Attorney Dispute Resolution Program
(213) 485-8324
(Spanish language capability)

Los Angeles County Bar Association Dispute Resolution Services
toll free number 1-877-4Resolve (737-6583) or (213) 896-6533
(Spanish language capability)

Los Angeles County Department of Consumer Affairs
(213) 974-0825
(Spanish language capability)

The Loyola Law School Center for Conflict Resolution
(213) 736-1145
(Spanish language capability)

Martin Luther King Legacy Association Dispute Resolution Center
(323) 290-4132
(Spanish language capability)

City of Norwalk
(562) 929-5603

DRPA Contractors do not provide legal advice or assistance, including help with responding to summonses. Accessing these services does not negate any responsibility you have to respond to a summons or appear at any set court date. See the reverse side of this sheet for information on the mediation process and obtaining legal advice.

THIS IS A TWO-SIDED DOCUMENT.

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	<i>Reserved for Clerk's File Stamp</i>
ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)		CASE NUMBER:

The undersigned parties stipulate to participate in an Alternative Dispute Resolution (ADR) process in the above-entitled action, as follows:

- Mediation
- Non-Binding Arbitration
- Binding Arbitration
- Early Neutral Evaluation
- Settlement Conference
- Other ADR Process (*describe*): _____

Dated: _____

Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
<input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant		

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Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
<input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant		

Additional signature(s) on reverse

NEW

from the
**LOS ANGELES SUPERIOR COURT
ADR DEPARTMENT**

If you have a general jurisdiction case involving one of these 6 subject matter areas:

- commercial
- employment
- medical malpractice
- real estate
- trade secrets
- unfair competition

***Your case may be eligible for the court's pilot
Early Neutral Evaluation (ENE) program.***

- ◆ **ENE can reduce litigation time and costs and promote settlement.**
- ◆ ENE is an informal process that offers a non-binding evaluation by an experienced neutral lawyer with expertise in the subject matter of the case. After counsel present their claims and defenses, the neutral evaluates the case based on the law and the evidence.
- ◆ **ENE is voluntary and confidential.**
- ◆ The benefits of ENE include helping to clarify, narrow or eliminate issues, identify areas of agreement, offer case-planning suggestions and, if requested by the parties, assist in settlement.
- ◆ **The first three (3) hours of the ENE session are free of charge.**

See back for a list of participating pilot courthouses and departments.

For additional ENE information, visit the Court's web site at www.lasuperiorcourt.org/adr

CASE NO. 5C090220

NOTICE OF CASE ASSIGNMENT TO INDIVIDUAL CALENDAR COURT

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Judge Allan Goodman
West Los Angeles Courthouse
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(Rule 201.8 (re: CASE COVER SHEET)

Required in each civil limited or unlimited action.

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
WEST DISTRICT

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NEED FOR ALTERNATIVE DISPUTE RESOLUTION (ADR)

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NAME, ADDRESS AND PHONE NUMBER
OF ATTORNEYS

FILE STAMP

Attorney(s) for:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

CASE NUMBER

PLAINTIFF(S).

vs.

DEFENDANT(S).

STIPULATION AND ORDER
RE BINDING ARBITRATION

Status Conference Date:

At _____ a.m. in Department _____ .

THE PARTIES SHOULD CONSIDER BINDING ARBITRATION. BINDING ARBITRATION PROVIDES FINALITY AND ELIMINATES COURT APPEARANCES. THE ARBITRATION IS PROVIDED AT NO COST TO THE PARTIES. IF THIS STIPULATION IS SIGNED AND FILED DIRECTLY IN THE ABOVE DEPARTMENT, FIVE COURT DAYS PRIOR TO THE DATE SET FOR THE STATUS CONFERENCE, NO APPEARANCE IS REQUIRED AT THE STATUS CONFERENCE.

The parties and their attorneys, hereby stipulate as follows:

1. The matter shall be submitted to binding arbitration and the parties waive their right to a trial de novo as provided in California Code of Civil Procedure, Section 1141.2C.
2. _____, a member of The Superior Court Arbitration panel, shall serve as arbitrator.
3. All cross complaints have been filed.
4. All fictitious and named defendants/cross-defendants who have not filed an answer are dismissed.
5. The court retains jurisdiction over motions to enforce the arbitration award and other post-arbitration motions.

Executed this _____ day of _____, 20__ .

Plaintiff

Attorney for Plaintiff

Defendant

Attorney for Defendant

ORDER

It is so ordered:

DATE: _____

JUDGE _____

LOS ANGELES SUPERIOR COURT
CIVIL ALTERNATIVE DISPUTE RESOLUTION (ADR) PROGRAMS
[CRC 201.9(c) Information about Alternative Dispute Resolution]

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ADR PROGRAMS

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REFERRAL INFORMATION

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**LOS ANGELES COUNTY
DISPUTE RESOLUTION PROGRAMS ACT (DRPA) CONTRACTORS**

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(Spanish & Asian languages capability)

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Los Angeles County Department of Consumer Affairs
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The Loyola Law School Center for Conflict Resolution
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City of Norwalk
(562) 929-5603

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THIS IS A TWO-SIDED DOCUMENT.

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	<i>Reserved for Clerk's File Stamp</i>
ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		CASE NUMBER:
STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)		

The undersigned parties stipulate to participate in an Alternative Dispute Resolution (ADR) process in the above-entitled action, as follows:

- Mediation
- Non-Binding Arbitration
- Binding Arbitration
- Early Neutral Evaluation
- Settlement Conference
- Other ADR Process (*describe*): _____

Dated: _____

_____ Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	_____ Name of Party or Attorney Executing Stipulation	_____ Signature of Party or Attorney
_____ Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	_____ Name of Party or Attorney Executing Stipulation	_____ Signature of Party or Attorney
_____ Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	_____ Name of Party or Attorney Executing Stipulation	_____ Signature of Party or Attorney
_____ Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	_____ Name of Party or Attorney Executing Stipulation	_____ Signature of Party or Attorney

Additional signature(s) on reverse