

1 PAULA C. GREENSPAN, SB# 166332
E-Mail: greenspan@lbbslaw.com
2 JOSEPHINE A. BROSAS, SB # 239342
E-Mail: brosas@lbbslaw.com
3 **LEWIS BRISBOIS BISGAARD & SMITH LLP**
221 North Figueroa Street, Suite 1200
4 Los Angeles, California 90012
Telephone: 213.250.1800
5 Facsimile: 213.250.7900

6 Attorneys for Plaintiffs Donald F. Waitt
and Tyler A. Waitt
7

BY _____
2010 APR 22 AM 11:49
CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

FILED

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

12 DONALD F. WAITT, an individual,
and TYLER A. WAITT, an individual,

13 Plaintiffs,

14 v.

16 INTERNET BRANDS, INC., a
Delaware corporation, and DOES 1
17 thorough 10 inclusive,

18 Defendants.

CV10 3006 GHK FMOx
CASE NO.

COMPLAINT FOR:

- (1) BREACH OF CONTRACT;
- (2) BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
- (3) CONVERSION;
- (4) FRAUD AND DECEIT;
- (5) FRAUDULENT INDUCEMENT; AND
- (6) ACCOUNTING

DEMAND FOR JURY TRIAL

24 ///
25 ///
26 ///
27 ///
28 ///

LEWIS
BRISBOIS
BISGAARD
& SMITH LLP
ATTORNEYS AT LAW

1 Plaintiffs DONALD F. WAITT AND TYLER A. WAITT, for their
2 Complaint against Defendant INTERNET BRANDS, INC., a Delaware corporation,
3 allege as follows:

4 **NATURE OF THE ACTION**

5 1. This is an action for: (1) Breach of contract; (2) Breach of the implied
6 covenant of good faith and fair dealing; (3) Conversion; (4) Fraud and Deceit; (5)
7 Fraudulent Inducement; and (6) for an Accounting.

8 **THE PARTIES**

9 2. Plaintiff Donald F. Waitt is an individual and a citizen of Florida and
10 resides in Clearwater, Florida.

11 3. Plaintiff Tyler A. Waitt is an individual and a citizen of Florida and
12 resides in Oldsmar, Florida.

13 4. Defendant Internet Brands, Inc. ("Defendant") is a Delaware
14 corporation having its principal place of business at 909 North Sepulveda
15 Boulevard, El Segundo, California 90245-2727.

16 5. Plaintiffs are presently unaware of the true names and identities of
17 defendants "Does 1-10" herein, but are informed and believe that persons and
18 entities in addition to the specifically named defendant herein are legally liable for
19 matters alleged in this Complaint. Plaintiffs will seek leave to amend this
20 Complaint as appropriate to add additional specific defendants upon determining the
21 true names and identities of the "Doe" defendants.

22 **JURISDICTION**

23 6. This court has jurisdiction pursuant to 28 U.S.C. § 1332, as this matter
24 involves a civil action between citizens of different states and an amount in
25 controversy exceeding the sum or value of \$75,000.00 exclusive of interest and
26 costs.

27 7. Defendant is subject to personal jurisdiction in this judicial district as it
28

1 is engaged in doing business and has its principal place of business located within
2 this judicial district.

3 8. The parties have agreed to submit to the jurisdiction of the federal
4 courts sitting in the Central District of California relating to matters giving rise to
5 this lawsuit.

6 **VENUE**

7 9. Venue is proper in this court pursuant to 28 U.S.C. § 1391 (a) as the
8 district where Defendant resides and where Defendant is subject to personal
9 jurisdiction at the time this action is commenced.

10 10. The parties have also agreed to venue in this judicial district.

11 **GENERAL ALLEGATIONS**

12 11. On information and belief, Defendant, a publicly-traded company, is in
13 the business of operating online media, community, and e-commerce sites in vertical
14 markets, which consists of groups of similar businesses and customers that engage
15 in trade based on specific and specialized needs, also known as niche markets,
16 which include categories such as automotive, career, health, shopping, traveling,
17 home, money and business.

18 12. On information and belief, Defendant is also in the business of
19 acquiring websites.

20 13. On May 13, 2008, Plaintiffs and Defendant entered into a written Asset
21 Purchase and Sale Agreement ("Contract").

22 14. Pursuant to this Contract, Defendant purchased and acquired from
23 Model Mayhem LLC title to certain assets. Plaintiffs were the holders of all of
24 Model Mayhem LLC's outstanding membership interests at the time of the Contract.

25 15. The assets that were the subject of this Contract comprised the website
26 modelmayhem.com ("Website") and its business, including all of Model Mayhem
27 LLC's rights, title, and interest in all Website-related domain and sub-domain

28

1 names, URLs, software, content, customer, advertiser, email and member databases,
2 trademarks, service marks, trade names, copyrights, logos, contract rights and all
3 other intellectual property, goodwill, and technology comprising the website and its
4 business (collectively, "Purchased Assets").

5 16. The website modelmayhem.com provided and still provides online
6 networking and electronic bulletin boards featuring information about the modeling
7 industry for users in the field of modeling including businesses connected therewith.

8 17. In exchange for the sale and transfer of the Purchased Assets, and
9 pursuant to the express terms of Sections 1.3 and 1.4 of the Contract, Defendants
10 were and are obligated to pay contingent deferred payments to Plaintiffs. The
11 parties agreed that the amounts of these payments were to be based on the average
12 monthly website page views of modelmayhem.com, and that the number of page
13 views would be calculated based on Google Analytics Website page views tracking
14 reports.

15 18. Specifically, Section 1.3 (c)(i) of the Contract provides:

16 2009 Contingent Deferred Payments.

17 A. Eight Hundred Thousand Dollars (\$800,000) shall be paid
18 if average monthly Website page views for calendar year
19 2009 are at least 350,000,000 (the "2009 Target Website
20 Page Views"). If the 2009 Target Website Page Views are
21 not achieved, but actual average monthly Website Page
22 Views for calendar year 2009 are at least 225,000,000 (the
23 "2009 Baseline Website Page Views"), then this portion of
24 the 2009 Contingent Deferred Payment shall be equal to
25 toe greater of (x) a fraction of \$800,000, the numerator of
26 which is monthly page views for calendar year 2009 minus
27 2009 Baseline Website Page Views, and the denominator

28

1 of which is 2009 Target Website Page Views minus 2009
2 Baseline Page Views and (y) Two Hundred Thousand
3 Dollars (\$200,000).

4 B. Ten percent (10%) of all Website membership revenues
5 earned and collected in calendar year 2009 in excess of
6 Two Hundred Fifty Thousand Dollars (\$250,000), net of
7 any credits or refunds).

8 19. Section 1.4 (c) of the Contract provides:
9 The Parties agree that for purposes of determining total Website page
10 views for each Contingent Deferred Period set forth in Section 1.3(c),
11 the Parties shall rely upon Google Analytics Website page views
12 tracking reports. Internet Brands shall continue to consistently deploy
13 Google Analytics on the Website through December 31, 2010.

14 20. Pursuant to Section 1.4 (a) of the Contract, a calculation of the 2009
15 contingent deferred payment and the payment to Plaintiffs were both due on or
16 before February 15, 2010.

17 21. Defendant has failed to make and refuses to make the 2009 deferred
18 contingent payments to Plaintiffs despite Plaintiffs' multiple requests both before
19 and after February 15, 2010.

20 22. Defendant has misrepresented the calculation as set forth in the
21 Contract and has withheld and continues to withhold the contingent deferred
22 payments owed to Plaintiffs.

23 23. Pursuant to Section 1.4(b) of the Contract, Plaintiffs timely objected to
24 the miscalculations and withholding of monies rightfully theirs.

25 **FIRST CAUSE OF ACTION**

26 (Breach of Written Contract)

27 24. Plaintiffs reallege and incorporate by reference each previous
28

1 paragraph as though fully set forth herein.

2 25. Plaintiffs have duly performed all of the terms, covenants, and
3 conditions of the Contract.

4 26. Defendant has refused and continues to refuse to make the 2009
5 contingent deferred payment pursuant to the Contract.

6 27. Defendant has materially breached the Contract by failing to make the
7 2009 contingent deferred payment pursuant to the Contract.

8 28. As a direct and proximate result of Defendant's material breach,
9 Plaintiffs have suffered damages in an amount in excess of \$496,000.00, in an
10 amount to be proven at trial.

11
12 **SECOND CAUSE OF ACTION**

13 (Breach of the Implied Covenant of Good Faith and Fair Dealing)

14 29. Plaintiffs reallege and incorporate by reference each previous
15 paragraph as though fully set forth herein.

16 30. Defendant has unfairly frustrated Plaintiffs' right to receive the benefits
17 of the Contract by unreasonably and/or without proper cause withholding the 2009
18 contingent deferred payments.

19 31. Defendant repeatedly promised Plaintiffs it would pay the 2009
20 contingent deferred payments to Plaintiffs, thereby misleading Plaintiffs to believe
21 that payment was forthcoming.

22 32. Defendant provided a progress report to Plaintiffs on November 10,
23 2009 relying on Google Analytics' definition of "page views" and advising
24 Plaintiffs that for the first ten months of 2009, the modelmayhem.com website
25 averaged "about 290,000,000" page views per month.

26 33. After Plaintiffs hired counsel who demanded compliance with the
27 Contract, Defendant unreasonably and without proper cause unilaterally changed the
28

1 method of calculating page views thereby severely and unfairly reducing the number
2 of page views and the amount of money due Plaintiffs.

3 34. In addition to the intentional miscalculation of page views, Defendant
4 has withheld and continues to withhold any payment to Plaintiffs based on
5 Defendant's misrepresentations of fact. Defendant's misrepresentations of fact
6 include but are not limited to falsely claiming ignorance of facts of which Defendant
7 had actual and/or constructive notice for the purpose of fabricating an excuse not to
8 pay Plaintiffs.

9 35. Specifically, Defendant is withholding any amount of contingent
10 deferred payment falsely claiming for the first time on or about March 19, 2010 that
11 when it entered into the Contract on May 13, 2008, it had no knowledge of a
12 criminal investigation involving a modelmayhem.com visitor, and that its ignorance
13 of this fact excuses it from its contractual obligations. Defendant's statements are
14 false and do not constitute any grounds to excuse Defendant from its obligations.
15 Defendant is unreasonably and without proper cause relying on these falsities to
16 frustrate Plaintiffs' right to their contractual benefits.

17 36. As a direct and proximate result of Defendant's breach of the implied
18 covenant of good faith and fair dealing, Plaintiffs have suffered damages in excess
19 of \$496,000.00, in an amount to be proven at trial.

20 **THIRD CAUSE OF ACTION**

21 (Conversion)

22 37. Plaintiffs reallege and incorporate by reference each previous
23 paragraph as though fully set forth herein.

24 38. Pursuant to the terms of the Contract, Defendant was obligated to make
25 the 2009 contingent deferred payment to Plaintiffs on February 15, 2010.

26 39. Defendant has withheld and continues to withhold the money due to
27 Plaintiffs on February 15, 2010, converting such monies and funds to its own use.

1 continues to refuse to make the 2009 contingent deferred payment to Plaintiffs
2 pursuant to the Contract.

3 48. Defendant knew that these representations were false. Defendant made
4 these representations with an intent to defraud Plaintiffs into entering into the
5 Contract, defrauding them into selling and transferring the Purchased Assets to
6 Defendant in exchange for the promised payments.

7 49. At the time Defendant made these representations and promises,
8 Defendant had no intention of performing them. Defendant had no intention of
9 making the contingent deferred payments under the Contract.

10 50. In addition, in its March 19, 2010 calculations, Defendant, through its
11 representative Wendy Giberti, falsely represented in writing that 65% of the website
12 page views of modelymayhem.com from which the 2009 contingent deferred
13 payments were to be calculated were invalid, that Google was not able to identify
14 what was on those pages, and that tens of millions of page views per month were not
15 real page views. Then on March 22, 2010, Defendant, through its representative
16 Wendy Giberti, falsely represented in writing that 75% of the page views identified
17 by Google were not real page views. Based on these representations, Defendant
18 claimed based on its own independent research that it was only able to identify
19 246,000,000 page views per month.

20 51. Defendant's representations, however, are false. According to the
21 Google Analytics reports provided by Defendant on March 29, 2010 and attached to
22 a sworn declaration from Defendant's representative, modelmayhem.com actually
23 received a monthly average of 290,000,000 page views.

24 52. Defendant knew that these representations regarding website page
25 views were false. Defendant made these representations with an intent to defraud
26 Plaintiffs and induce their reliance on these falsely represented figures in calculating
27 to their detriment the 2009 contingent deferred payment due Plaintiffs.

28

- 1 2. For compensatory damages according to proof;
- 2 3. For treble damages and reasonable attorneys' fees pursuant to
- 3 California *Penal Code* § 496(c);
- 4 4. For punitive and exemplary damages pursuant to California *Civil Code*
- 5 Section 3294;
- 6 5. For constructive trust over all properties, funds, and/or monies
- 7 rightfully belonging to Plaintiffs which were converted or taken unlawfully by
- 8 Defendant;
- 9 6. For an accounting to determine the exact amount and value of payment
- 10 owed to Plaintiffs pursuant to the Contract which have accrued to date, plus interest;
- 11 7. For specific performance;
- 12 8. For reasonable attorneys' fees and costs of suit;
- 13 9. For an award of interest including prejudgment interest; and
- 14 10. For any and all further relief the Court may deem just and proper.

15
16
17 DATED: April 21, 2010

Respectfully submitted,

18 PAULA C. GREENSPAN
19 LEWIS BRISBOIS BISGAARD & SMITH LLP

20 By: 

21 Paula C. Greenspan
22 Attorneys for Plaintiffs Donald F. Waitt
23 and Tyler A. Waitt
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

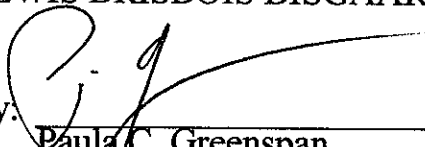
DEMAND FOR JURY TRIAL

Plaintiffs DONALD F. WAITT and TYLER A. WAITT hereby demand a trial by jury on all issues so triable in this action.

DATED: April 21, 2010

Respectfully submitted,

PAULA C. GREENSPAN
LEWIS BRISBOIS BISGAARD & SMITH LLP

By: 
Paula C. Greenspan
Attorneys for Plaintiffs Donald F. Waitt
and Tyler A. Waitt

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge George King and the assigned discovery Magistrate Judge is Fernando M. Olguin.

The case number on all documents filed with the Court should read as follows:

CV10- 3006 GHK (FMOx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

ORIGINAL

Name & Address:

PAULA C. GREENSPAN, SB# 166332
LEWIS BRISBOIS BISGAARD & SMITH LLP
221 N. Figueroa Street, Suite 1200
Los Angeles, CA 90012
(213) 250-1800

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DONALD F. WAITT, an individual, and TYLER A.
WAITT, an individual,

PLAINTIFF(S)

v.

INTERNET BRANDS, INC., a Delaware corporation,
and DOES 1 through 10 inclusive,

DEFENDANT(S).

CASE NUMBER

CV10 3006

GHK FMOx

SUMMONS

TO: DEFENDANT(S): INTERNET BRANDS, INC.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint _____ amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Paula C. Greenspan, Esq., whose address is 221 N. Figueroa St., Suite 1200, Los Angeles, CA 90012. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

CHRISTOPHER POWERS

By: _____

Deputy Clerk

(Seal of the Court)

Dated: APR 22 2010

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) DONALD F. WAITT and TYLER F. WAITT	DEFENDANTS INTERNET BRANDS, INC., a Delaware corporation
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) LEWIS BRISBOIS BISGAARD & SMITH LLP 221 North Figueroa Street, Suite 1200 Los Angeles, California 90012; Tel. No. (213) 250-1800	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4																				
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (specify):
 6 Multi-District Litigation
 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No
 MONEY DEMANDED IN COMPLAINT: \$ Over \$496,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing, Fraud, Fraudulent Inducement, Conversion, Accounting [28 U.S.C 1332]

VII. NATURE OF SUIT (Place an X in one box only.)

<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
--	--	--	---	--	---

CV10 3006

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	FLORIDA (both Plaintiffs)

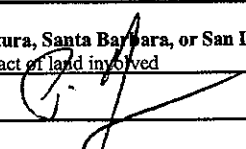
(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
LOS ANGELES	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
 Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
LOS ANGELES	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties
 Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date 4-21-10

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))