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2009 JUL 10 PM 3:15
CLERK, U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES
BY _____

FILED

* Pro Hac Vice Application to be submitted

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

CHRISTOPHER YORK and
JENNIFER HARRIS, Individually
and on Behalf of All Others
Similarly Situated,

Plaintiffs,

vs.

JPMORGAN CHASE & CO.; and
CHASE BANK USA, N.A.,

Defendants.

No. CV09-04976 FMC (RZK)

CLASS ACTION COMPLAINT

Date:

JURY TRIAL DEMANDED

Plaintiffs Christopher York and Jennifer Harris, on behalf of themselves and those similarly situated, for their Complaint against JPMorgan Chase & Co. and Chase Bank USA, N.A. (collectively "Chase"), allege as follows:

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OVERVIEW OF THE ACTION

1. Plaintiffs bring this multi-state class action for Chase's unilateral cancellation of a debt suspension and credit insurance product that Chase sells to its cardholders called the Payment Protector Plan. Under certain circumstances, such as the cardholder's disability or job loss, purchasers of the Plan are entitled to temporary suspension of payment obligations and interest accrual. Chase cardholders who enroll in the Plan are charged monthly premiums.

2. Chase, however, does not live up to its obligations under the Plan. Instead, Chase engages in a practice of cancelling the accounts and Plan enrollment of enrollees who have applied for and been granted debt suspension pursuant to the Plan, and who are enjoying the debt suspension benefit at the time of Chase's cancellation of their enrollment. After this cancellation, Chase then seeks to collect outstanding balances the payment of which should be suspended pursuant to the Plan.

3. Chase's cancellation of a cardholder's enrollment when the cardholder has qualified for, been paid for, and is receiving the Plan's benefits is a breach of contract, a breach of the covenant of good faith and fair dealing and a violation of California Business and Professions Code § 17200 *et seq.* Plaintiffs bring these claims on their own behalves and on behalf of (a) a nationwide class of Chase cardholders that have had their enrollment in the Plan cancelled while they were receiving the benefits of the Plan, and (b) a subclass of Chase cardholders who have

1 had their benefits cancelled while living in California.

2 **PARTIES**

3
4 4. Plaintiff Christopher York is a citizen of the State of California and
5 resides in Thousand Oaks, Ventura County, California.

6 5. Plaintiff Jennifer Harris is a citizen of the State of California.

7
8 6. Defendant JPMorgan Chase & Co. is a Delaware corporation with its
9 principal place of business in New York, New York.

10 7. Defendant Chase Bank USA, N.A. is a National Association organized
11 under the laws of the United States with its principal place of business in
12 Wilmington, Delaware.

13 **JURISDICTION AND VENUE**

14
15 8. This Court has personal jurisdiction over Defendants because
16 Defendants routinely transact business in California and have committed some of
17 the acts complained of herein in California. This Court has subject matter
18 jurisdiction over this action pursuant to 28 U.S.C. § 1332 because the aggregated
19 claims of individual class members exceed \$5,000,000 and some members of the
20 proposed class are citizens of states different than Defendants.

21
22 9. Venue is proper in this District under 28 U.S.C. § 1391(a) because all
23 defendants reside in this District under 28 U.S.C. § 1391(c), a substantial part of the
24 events giving rise to the claims arose in this District, and if there is no district in
25 which the action may otherwise be brought, at least one of the defendants resides in
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1 this District. Moreover, plaintiff York resides in this District and in the Western
2 Division.

3
4 **FACTUAL ALLEGATIONS**
5 **GENERALLY APPLICABLE FACTS**

6 10. Chase, a leading issuer of consumer credit cards, offers its cardholders
7 a benefit package called the "Payment Protector Plan." The Plan purports to give
8 cardholders the right to temporarily suspend payment obligations for up to two
9 years in certain circumstances such as job loss, disability, and hospitalization, for
10 up to four months in case of marriage or birth of a baby, and for one month in other
11 circumstances. During this payment suspension period, cardholders' obligations to
12 make payments on their credit card debt are supposed to be suspended and interest
13 is not supposed to accrue on the debt.
14
15

16 11. Cardholders are charged a monthly premium for their enrollment in the
17 Plan which is based on the outstanding balance on the card. Currently, Chase
18 charges \$.89 cents for every \$100 of debt on the card.
19

20 12. Chase from time to time cancels cardholders' accounts. After
21 cancelling a cardholder's account, Chase then cancels the cardholder's enrollment
22 in the Plan. The cardholders whose accounts Chase chooses to cancel often are
23 likely to be in a position to benefit from the Plan, if they are enrolled.
24
25

26 **FACTS RELATING TO PLAINTIFF CHRISTOPHER YORK**
27
28

1 13. Plaintiff Christopher York is a licensed general contractor and has
2 been a Chase credit card holder since approximately 1996. He has no recollection
3 of initially signing up for the Payment Protector Plan and apparently was initially
4 enrolled in the Plan without his authorization.
5

6 14. In approximately June 2008, Mr. York noticed a line item on his bill
7 for "Payment Protector." Mr. York did not know what the charge was for, so he
8 called Chase's customer service department to find out. While Mr. York had never
9 heard of the Payment Protector Plan, it turned out that he had been enrolled in the
10 Plan since 2003. Since Mr. York often carried a relatively high balance on his card,
11 he often paid as much as \$185 a month for his enrollment in the Plan, totaling
12 thousands of dollars over the years. The Chase customer service representative
13 explained to him what the Plan was and convinced Mr. York to continue his
14 enrollment even though he had never given his authorization to be enrolled initially.
15
16
17
18

19 15. The construction industry in California has been particularly hard hit
20 by the recent economic downturn and in November of 2007, Mr. York was unable
21 to find work. Accordingly, he sought to invoke his payment suspension benefits
22 under the Plan for job loss. Chase refused to grant Mr. York the benefit.
23

24 16. In approximately June 2008, Mr. York's wife also suffered a job loss.
25 Mr. York again tried to invoke the debt suspension benefits of the Plan, which
26 covers a spouse's job loss as well as the cardholder's, but again Chase denied his
27 claim for debt suspension benefits. After weeks of arguing with Chase and
28

1 numerous calls to its customer service department, Chase ultimately reversed its
2 denial and granted Mr. York a suspension of his payment obligations and interest
3 accrual in December of 2008.

4
5 17. In May of 2009, while Mr. York was still receiving a suspension of his
6 payment obligations pursuant to the Plan, he received a letter from Chase notifying
7 him that his Chase credit card had been cancelled. Shortly thereafter, he received
8 another letter notifying him that his enrollment in the Plan had been cancelled.
9 When Mr. York called Chase customer service to ask why his account and
10 enrollment in the Plan were cancelled, the representative informed him that the
11 amount of revolving credit on his credit report was too high.

12
13
14 18. Shortly thereafter, Mr. York began receiving phone calls from a
15 collection agency demanding that he make payments on the outstanding debt on his
16 Chase credit card. Chase is also charging Mr. York interest on the outstanding debt
17 at the rate of 29.99%.

18
19
20 **FACTS RELATING TO PLAINTIFF JENNIFER HARRIS**

21 19. Plaintiff Jennifer Harris has held three Chase credit cards for several
22 years. On or about April 4, 2008, Ms. Harris enrolled in the Plan as to all three of
23 her Chase card accounts.

24
25 20. On or about July 1, 2008, Ms. Harris was laid off from her position as
26 Vice President for Market Growth and Development, Second Mortgage Division at
27
28

1 Wells Fargo Bank. Ms. Harris then invoked her benefits under the Plan for up to
2 two years of debt payment and interest accrual suspension.

3
4 21. Chase agreed that Ms. Harris was entitled to temporary debt payment
5 and interest accrual suspension and accordingly suspended her payment obligations
6 and interest accrual as to all three of her Chase card accounts.

7
8 22. In May of 2009, well within the two-year suspension period, Ms.
9 Harris received a notice in the mail from Chase that stated it had cancelled one of
10 her credit card accounts. When she called Chase seeking an explanation, a Chase
11 representative informed her that the amount of revolving credit on her credit report
12 was too high. Ms. Harris stated to the representative that she disagreed with
13 Chase's decision to cancel her card account, in part because she had never defaulted
14 on a loan and had never missed a payment before activating her Plan benefits.
15

16
17 23. On or about June 4, 2009, Ms. Harris received a letter from "Payment
18 Protector" indicating that her enrollment in the Plan had been terminated because of
19 Chase's cancellation of her credit card account.
20

21 24. On or about June 11, 2009, Ms. Harris received another letter from
22 Chase informing her that her benefits under the Plan had ended as of that date.
23

24 25. Chase then demanded that Ms. Harris resume making payments on the
25 canceled credit card account, with interest again accruing on the balance. The \$.89-
26 per-\$100 premium charged to Ms. Harris for her enrollment of that account in the
27

1 Plan constitutes, in fact, a portion of that balance, despite her no longer being able
2 to take advantage of its benefits.

3
4 26. Payment and interest accrual on Ms. Harris' other two Chase card
5 accounts continue to be suspended, pursuant to the Plan. Had Chase not canceled
6 her debt suspension benefits on the third card account, payments and interest
7 accrual on that account would still be suspended. But instead, Chase's termination
8 of Ms. Harris' Plan benefits renders her purportedly liable for minimum monthly
9 payments and interest accrual.
10

11
12 27. Plaintiffs York and Harris have been damaged in that they paid
13 premiums for the Plan but have not received the benefits of the Plan and have been
14 subjected to monthly payments and interest accrual on their credit card debt in
15 breach of the Plan. Accordingly, Plaintiffs and members of the class are entitled to,
16 *inter alia*, 1) reimbursement of all premium paid for enrollment in the Plan; 2) a
17 return of all interest charged to their credit cards in breach of the Plan; and 3)
18 damages resulting from being subjected to monthly payments in breach of the Plan,
19 including consequential damages and damages arising from negative credit
20 reporting.
21
22

23 **CLASS ALLEGATIONS**

24
25 28. Plaintiffs bring their common law claims set forth below pursuant to
26 Rule 23(b)(2), or alternatively 23(b)(3), of the Federal Rules of Civil Procedure on
27 behalf of themselves and members of the following class:
28

1 All persons who, during the liability period to be determined by
2 the Court, successfully applied for suspension of their Chase
3 credit card account payments and interest accrual pursuant to the
4 Payment Protector Plan, but whose card accounts and Plan
5 enrollment were cancelled by Chase before the expiration of the
6 suspension period (other than for the cardholder's fraud or other
7 wrongdoing when initially acquiring the card or enrolling in the
8 Plan), except for persons (a) who are officers, directors, or
9 employees of Defendants, and the immediate family members of
10 such persons, and (b) who are the judge in this case and any
11 persons working for the Court.
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16 Plaintiffs bring their statutory violation claims set forth below pursuant to Rule
17 23(b)(2), or alternatively 23(b)(3), of the Federal Rules of Civil Procedure on
18 behalf of themselves and members of the following subclass:
19

20 All persons who, during the liability period to be determined by
21 the Court, successfully applied for suspension of their Chase
22 credit card account payments and interest accrual pursuant to the
23 Payment Protector Plan, but whose card accounts and Plan
24 enrollment were cancelled by Chase while they were living in
25 California and before the expiration of the suspension period
26 (other than for the cardholder's fraud or other wrongdoing when
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1 initially acquiring the card or enrolling in the Plan), except for
2 persons (a) who are officers, directors, or employees of
3 Defendants, and the immediate family members of such persons,
4 and (b) who are the judge in this case and any persons working
5 for the Court.
6

7
8 29. Members of the proposed Class and Subclass are so numerous that the
9 individual joinder of all absent Class members is impracticable. While the exact
10 number of Class and Subclass members is unknown to Plaintiffs at this time,
11 Plaintiffs believe that there are many thousands of members of the Class and many
12 hundreds of members of the Subclass. The number of Class and Subclass members
13 can be ascertained through appropriate discovery.
14

15
16 30. Common questions of law and fact exist as to all member of the Class
17 and those issues predominate over any questions affecting individual members.
18 Among the questions of fact and law common to the Class are:
19

- 20 • Does Chase cancel the Payment Protector Plan on cardholders
21 who have invoked and are eligible for the Plan's benefits?
- 22 • Do Chase's actions violate the express terms of the contract or
23 the implied duty of good faith and fair dealing?
- 24 • Have plaintiff and members of the proposed class been damaged
25 by Chase's actions and, if so, what is the proper measure of
26 damages?
27
28

1 The first and third questions also are common to all members of the Subclass, who
2 also share the question whether Chase's actions violate the provisions of California
3 Business & Professions Code § 17200 *et seq.*

4
5 31. Plaintiffs have the same interests in this matter as all the other
6 members of the Class and Subclass, and their claims are typical of all members of
7 the Class and Subclass. If brought and prosecuted individually, the claims of each
8 Class and Subclass member would require proof of many of the same material and
9 substantive facts, rely upon the same legal theories, and seek the same relief.
10

11
12 32. Plaintiffs will fairly and adequately protect the interests of the
13 proposed Class and Subclass. Plaintiffs do not have any interests adverse to the
14 interests of the members of the proposed Class and Subclass. Plaintiffs have
15 retained competent counsel who has extensive experience in prosecuting consumer
16 fraud and complex class action litigation.
17

18
19 33. Defendants have acted and failed to act on grounds applicable
20 generally to all Class and Subclass members, and those grounds entitle the Class
21 and Subclass to final injunctive relief and corresponding declaratory relief.
22

23 34. A class action is superior to other methods for the fair and efficient
24 adjudication of the controversies raised in this Complaint because:

- 25 • Individual claims by the Class and Subclass members would be
26 impracticable as the costs of pursuit would far exceed what any
27 one Class or Subclass member has at stake;
28

- Very little individual litigation has been commenced over the controversies alleged in this Complaint and individual Class and Subclass members are unlikely to have an interest in separately prosecuting and controlling individual actions;
- The concentration of litigation of these claims in one forum will achieve efficiency and promote judicial economy; and
- The proposed class action is manageable.

Therefore, class treatment of Plaintiffs' claims is appropriate and necessary.

**COUNT I
(Breach of Contract)**

35. Plaintiffs hereby refer to, re-allege and incorporate herein all paragraphs in the Complaint as if fully set forth herein.

36. The Plan constituted a valid contract between Plaintiffs and members of the proposed class on the one hand, and Chase on the other.

37. Chase breached the Plan by allegedly "cancelling" Plaintiffs' and members of the proposed class' enrollment in the Plan.

38. Plaintiffs and members of the proposed class are entitled to breach of contract damages, punitive damages, consequential damages, and all other damages available to the victims of Defendants' breach of contract and as set forth in the Prayer for Relief.

**COUNT II
(Tortious Breach of Contract)**

1
2 39. Plaintiffs hereby refer to, re-allege and incorporate herein all
3 paragraphs in the Complaint as if fully set forth herein.

4 40. The Plan constituted a valid contract between Plaintiffs and members
5 of the proposed class on the one hand, and Chase on the other. The Plan is a
6 contract of insurance or, in the alternative, is akin to a contract of insurance, which
7 imposes upon Chase certain duties with respect to enrollees in the Plan. See
8 California Attorney General Opinion No. 64-183, 44 Ops. Cal. Atty. Gen.79
9 (1964).
10
11

12 41. Chase intentionally breached the Plan.
13

14 42. Given the nature of the protections afforded by the Plan and the
15 current state of the economy, Chase knew that its failure to honor the terms of the
16 Plan would cause severe and unmitigable harm in the form of mental anguish,
17 personal hardship or substantial consequential damages. Accordingly, Chase's
18 breach of the terms of the Plan is tortious.
19

20 43. Plaintiffs and members of the proposed class are entitled to not only
21 breach of contract damages, they are entitled to punitive damages, consequential
22 damages, and all other damages available to the victims of tortious conduct and as
23 set forth in the Prayer for Relief.
24
25

26 **COUNT III**
27 **(Violation of the Covenant of Good Faith and Fair Dealing)**
28

1 44. Plaintiffs hereby refer to, re-allege and incorporate herein all
2 paragraphs in the Complaint as if fully set forth herein.

3
4 45. The Plaintiff paid all the required premiums for enrollment in the
5 Payment Protector Plan and performed all conditions precedent and subsequent to
6 receiving benefits under the Plan.

7
8 46. Every contract has implied covenant of good faith and fair dealing
9 which forbids either party to the contract from injuring the right of the other to
10 receive the benefits of the agreement. When Chase unilaterally cancelled the
11 plaintiffs' enrollment in the Plan, even though they had made all the required
12 payments for the Plan and had fulfilled all of their other obligations under the Plan,
13 Chase violated this covenant.
14

15
16 47. As a direct result of Chase's breach of the covenant of good faith and
17 fair dealing, plaintiffs and member of the proposed class have suffered damages.
18 Specifically, interest is now accruing on plaintiffs' credit card debt when it should
19 be suspended. Moreover, plaintiffs are now purportedly liable for minimum
20 monthly payments to Chase that they would not have had to make if they were still
21 covered by the Plan.
22

23
24 48. Chase's violation of the covenant of good faith and fair dealing is a
25 tortious act, entitling plaintiffs and members of the proposed class to punitive
26 damages, consequential damages, and all other damages available to the victims of
27 tortious conduct and as set forth in the Prayer for Relief.
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COUNT IV
(Violation of California Business and Professions Code § 17200 *et seq.*)
(California Subclass Only)

49. Plaintiffs hereby refer to, re-allege and incorporate herein all paragraphs in the Complaint as if fully set forth herein.

50. Defendants' business practices related to cancellation and/or issuance of debt cancellation contracts and debt suspension agreements are illegal, fraudulent and/or unfair.

51. Specifically, Defendants have engaged in and continue to engage in the illegal, fraudulent and/or unfair business practices of intentionally and purposefully failing to honor various provisions of the contract entered into with their customers related to the Payment Protector Plan, including breach of contract and good faith and fair dealing.

52. Defendants have also violated Business & Professions Code §17200's prohibition against engaging in illegal, fraudulent and/or unfair business acts or practices by, inter alia, the following:

- Violating Civil Code 1549 *et seq.* for breach of contract and other contract related provisions;
- Violating Civil Code 1709 *et seq.* for fraud and deceit;
- Violating Civil Code 1493 for breach of good faith and fair dealing;

1 53. By engaging in these deceptive, unfair and/or unlawful business
2 practices, Defendants have committed acts of unfair competition within the
3 meaning of California Business and Professions Code § 17200.
4

5 54. As a result of Defendants' fraudulent, illegal and/or unfair business
6 practices, Plaintiffs and members of the proposed class have been injured, have
7 suffered monetary damages and are entitled to recover their damages, costs and
8 reasonable attorneys' fees, in addition to injunctive and other equitable relief
9 pursuant to California law.
10

11 55. Such wrongful actions and conduct are ongoing and continuing.
12 Unless Defendants are enjoined from continuing to engage in such wrongful actions
13 and conduct, members of the consuming public will continue to be damaged by
14 Defendants' conduct.
15

16 56. Defendants, and each of them, aided and abetted, encouraged and
17 rendered substantial assistance in accomplishing the wrongful conduct and their
18 wrongful goals and other wrongdoing complained of herein. In taking action, as
19 particularized herein, to aid and abet and substantially assist the commission of
20 these wrongful acts and other wrongdoings complained of, each of the defendants
21 acted with an awareness of his/her/its primary wrongdoing and realized that
22 his/her/its conduct would substantially assist the accomplishment of the wrongful
23 conduct, wrongful goals, and wrongdoing.
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1 G. For a temporary, preliminary and permanent order for injunctive relief
2 requiring Defendants to undertake an immediate public information campaign to
3 inform members of the general public as to their prior practices and notifying the
4 members of the proposed Class of the potential for restitutionary relief;
5

6 H. Imposition of a constructive trust, an Order granting recessionary and
7 injunctive relief and/or such other equitable relief, including restitution,
8 disgorgement of ill-gotten profits and an order requiring Defendants to provide
9 corrective notice to Class Members as set forth herein and as the Court deems just
10 and proper;
11

12 I. For reasonable attorneys' fees, expenses and recoverable costs
13 reasonably incurred in connection with the commencement and prosecution of this
14 action;
15

16 J. For costs of lawsuit, pre-judgment, and post-judgment interest; and
17

18 K. For such further relief as the Court deems just and proper.
19

20 July 8, 2009

Respectfully submitted,


21
22 Ingrid M. Evans
23

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** Pro Hac Vice Application to be submitted*

*Attorneys for Plaintiff and the Proposed
Class*

original

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

I (a) PLAINTIFFS (Check box if you are representing yourself) CHRISTOPHER YORK and JENNIFER HARRIS, Individually and on Behalf of All Others Similarly Situated,

DEFENDANTS JPMORGAN CHASE & CO.; and CHASE BANK USA, N.A.

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Ingrid M. Evans (SBN 179094) and David L. Cheng (SBN 240926) WATERS KRAUS & PAUL, 601 Van Ness, Suite 2080, San Francisco, California 94102, 415/296-6060 and 214/777/0470 fax

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) 1 U.S. Government Plaintiff 2 U.S. Government Defendant 3 Federal Question (U.S. Government Not a Party) 4 Diversity (Indicate Citizenship of Parties in Item III) CAFA

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) Citizen of This State Citizen of Another State Citizen or Subject of a Foreign Country PTF DEF 1 1 2 2 3 3 Incorporated or Principal Place of Business in this State Incorporated and Principal Place of Business in Another State Foreign Nation PTF DEF 4 4 5 5 6 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: \$

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.) 28 U.S.C. § 1332

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

Table with 6 columns: OTHER STATUTES, CONTRACT, TORTS (PERSONAL INJURY, BANKRUPTCY, CIVIL RIGHTS, IMMIGRATION), TORTS (PERSONAL PROPERTY), PERSONAL PETITIONS, and LABOR. Contains various legal categories and checkboxes for selection.

CV09-04976

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
Plaintiff resides in Ventura County, CA (Western Division)	

(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
New York County, NY	

(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 County - Western Division	

* 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 July 9, 2009

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))