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10 Attorneys for Plaintiff

11
12 **UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF**
13 **CALIFORNIA – WESTERN DIVISION**

14 LOS ANGELES COUNTY
15 MUSEUM OF NATURAL
16 HISTORY FOUNDATION, a
17 California non-profit corporation;

18 Plaintiff,

19 vs.

20 THE TRAVELERS INDEMNITY
21 COMPANY OF CONNECTICUT, a
22 Connecticut Corporation; DOES 1
23 through 10, inclusive

24 Defendant.

25 CASE NO. 2:21-cv-1497

26 **COMPLAINT AND**
27 **DEMAND FOR JURY TRIAL**

1 Plaintiffs LOS ANGELES COUNTY MUSEUM OF NATURAL HISTORY
2 FOUNDATION, a nonprofit corporation (“Plaintiff”), by their undersigned counsel,
3 allege as follows:

4 **PARTIES**

5 1. At all relevant times, Plaintiff LOS ANGELES COUNTY MUSEUM
6 OF NATURAL HISTORY FOUNDATION (“NHF”) is a California non-profit
7 corporation authorized to do business in the State of California, County of Los
8 Angeles. NHF owns, operates, manages, and/or controls the Natural History
9 Museum of Los Angeles County located at 900 W. Exposition Blvd., Los Angeles,
10 California 90007 (“NHM”). NHF owns, operates, manages, and/or controls The La
11 Brea Tar Pits and Museum located at 5801 Wilshire Blvd., Los Angeles, California
12 90036 (“LBTP MUSEUM”). NHF owns, operates, manages, and/or controls the
13 William S. Hart Museum located at 24151 Newhall Ave, Newhall, California 91321
14 (“HART MUSEUM”).

15 2. At all relevant times, Defendant THE TRAVELERS INDEMNITY
16 COMPANY OF CONNECTICUT, (“TRAVELERS”) is a Connecticut corporation
17 doing business in the State of California, County of Los Angeles, with its principal
18 place of business located at One Tower Square, Hartford, Connecticut 06183,
19 subscribing to Policy Number P-630-5J227437-TCT-19. TRAVELERS issued the
20 policy for Plaintiff’s properties located at 900 W. Exposition Blvd., Los Angeles,
21 California 90007, 5801 Wilshire Blvd., Los Angeles, California 90036, and 24151
22 Newhall Ave, Newhall, California 91321 (“Insured Properties”), for the period of
23 July 1, 2019 to July 1, 2020. On or before July 1, 2020, the policy was renewed
24 under Policy Number P-630-5J227437-TCT-20 for the period of July 1, 2020 to July
25 1, 2021.

26 3. TRAVELERS is transacting the business of insurance in the state of
27 California and the basis of this suit arises out of such conduct.

28

1 4. At all relevant times mentioned herein, the true names and capacities,
2 whether individual, corporate, associate or otherwise, of Defendants and DOES 1
3 through 25, inclusive, are currently unknown to Plaintiff, who therefore brings suit
4 against these Defendants by their fictitious names and capacities. Plaintiff is
5 informed and believes and thereupon alleges that each fictitiously named Defendant,
6 whether acting for itself or as an agent, corporation, association, or otherwise, is
7 liable or responsible to Plaintiff and proximately caused injuries and damages to
8 Plaintiff as alleged herein. While at this time Plaintiff is unaware of the true names
9 and capacities of the DOE Defendants, Plaintiff will amend its Complaint to show
10 the true names and capacities of DOES 1 through 25, inclusive, when those identities
11 have been ascertained.

12 5. At all relevant times mentioned herein, Defendants were the agents,
13 employees, supervisors, servants and joint venturers of each other, and in doing the
14 things hereafter alleged, were acting within the course, scope and authority of such
15 agency, employment and joint venture and with the consent and permission of each
16 of the other Defendants. All actions of each Defendant alleged in the causes of
17 action into which this paragraph is incorporated by reference were ratified and
18 approved by the officers or managing agents of every other Defendant.

19 6. All allegations in this Complaint are based on information and belief
20 and/or are likely to have evidentiary support after a reasonable opportunity for
21 further investigation or discovery. Whenever allegations in this Complaint are
22 contrary or inconsistent, such allegations shall be deemed alternative.

23 **JURISDICTION AND VENUE**

24 7. The jurisdiction of this Court over the subject matter of this action is
25 predicated on 28 U.S.C. § 1332. The amount in controversy exceeds \$75,000,
26 exclusive of interest and costs.

27 8. Venue is proper under 28 USC § 1391 as a substantial part of the events
28 or omissions giving rise to the claim occurred in this district.

FACTUAL BACKGROUND

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2 9. On or around July 1, 2019, TRAVELERS entered into a contract of
3 insurance with Plaintiff in the event of a covered loss of or damage to the NHM,
4 LBTP MUSEUM, and HART MUSEUM, (collectively “Insured Properties”).

5 10. Under said contract, Plaintiff agreed to make cash payments to
6 TRAVELERS in exchange for TRAVELERS’ promise to indemnify the Plaintiff for
7 losses including, but not limited to, business income losses and extra expense losses
8 at the Insured Properties.

9 11. The NHM, which was founded in 1913, is the largest natural and
10 historical museum in the western United States, which consists of nearly 35 million
11 specimens and artifacts. The NHM is associated with the LBTP MUSEUM and
12 HART MUSEUM, which all work together towards their common mission to inspire
13 wonder, discovery, and responsibility for our natural and cultural worlds.

14 12. The Insured Properties are owned by, leased by, managed, and/or
15 controlled by the Plaintiff. Each of the Insured Properties are listed as an Insured
16 Property under the Policy.

17 13. The Insured Properties are covered under a policy issued by
18 TRAVELERS with policy number believed to be P-630-5J227437-TCT-19
19 (hereinafter “Policy”). A true and correct copy of the Policy is attached hereto as
20 Exhibit 1.

21 14. On or before July 1, 2020, the Policy was renewed under Policy
22 Number P-630-5J227437-TCT-20 for the period of July 1, 2020 to July 1, 2021.

23 15. The Policy is currently in full effect, providing property, business
24 personal property, business income and extra expense, and additional coverages
25 between the period of July 1, 2020 to July 1, 2021.

26 16. The Policy is an all risk insurance policy which applies to the actual loss
27 of business income sustained and necessary and reasonable extra expenses incurred
28

1 when the operations of the businesses are suspended due to the direct physical loss of
2 or damage to the Insured Properties that is not otherwise excluded or limited.

3 17. In addition to the initial coverage grant of insurance for loss of business
4 income and extra expenses, the Policy also provides for additional coverages. Under
5 “Civil Authority” additional coverage is provided to pay for the actual loss of
6 business income and necessary extra expense caused by an action of civil authority
7 that prohibits access to the Insured Properties due to damage to property other than
8 the Insured Properties.

9 18. Plaintiff faithfully paid policy premiums to TRAVELERS to
10 specifically provide all risk coverage, including the actual loss of business income
11 due to the necessary interruption of business operations due to direct physical loss of
12 or direct physical damage to property as well as a civil authority shutdown.

13 19. As now commonly known, an unprecedented event in the form of a
14 world pandemic is occurring. By March 11, 2020, the World Health Organization
15 officially recognized the COVID-19 pandemic.

16 20. Plaintiff’s reasonable expectation is that its Insured Properties would be
17 covered due to physical damage or loss of ability to operate its property as defined
18 under its Policy.

19 21. An unprecedented event in the form of a world pandemic has occurred.
20 A novel coronavirus, known as COVID-19, began infecting humans in China in
21 December 2019. On March 11, 2020, the World Health Organization officially
22 recognized the COVID-19 pandemic.

23 22. COVID-19 spreads through infected droplets that are physical objects
24 that attach to and cause harm to other objects based on its ability to survive on
25 surfaces and infect other people.

26 23. The pandemic is a natural disaster. The business loss caused by the
27 pandemic is indistinguishable from those caused by other natural disasters like
28

1 earthquakes, hurricanes, and fires. Plaintiff’s policy was intended to provide
2 coverage for loss and damage resulting from natural disasters such as the pandemic.

3 24. In order to protect the public, on March 15, 2020, Mayor Eric Garcetti
4 of Los Angeles issued an order placing restrictions on certain establishments
5 throughout the City of Los Angeles. Within this order included the prohibition of
6 museum operations, including, the operations of Plaintiff’s businesses. A true and
7 correct copy of Mayor Eric Garcetti’s Order (“Garcetti Order”) is attached hereto as
8 Exhibit 2.

9 25. On April 1, 2020, Mayor Garcetti issued a revised order (“Revised
10 Garcetti Order”). A true and correct copy of Mayor Eric Garcetti’s Revised Order is
11 attached hereto as Exhibit 3.

12 26. On April 10, 2020, Mayor Garcetti issued a further order extending the
13 Revised Garcetti Order to May 15, 2020. (“Garcetti Extension Order”). A true and
14 correct copy of Mayor Eric Garcetti’s Extension Order is attached hereto as Exhibit
15 4.

16 27. In order to protect the public, on March 16, 2020, the Health Officer of
17 Los Angeles County, Muntu Davis, M.D., MPH, issued an order directing all
18 individuals living in the county to stay at home except that they may leave to provide
19 or receive certain essential services or engage in certain essential activities (“Los
20 Angeles Order”). The operations of Plaintiff’s businesses was not considered an
21 essential service under the Los Angeles Order. A true and correct copy of the Los
22 Angeles Order is attached hereto as Exhibit 5.

23 28. On March 19, 2020 the Governor of the State of California, Gavin
24 Newsom, issued Executive Order No. N-33-20 (“Newsom Order”), which required
25 all California residents to stay at home except as needed to maintain continuity of
26 operations of the federal critical infrastructure sectors. Museums were not considered
27 to be part of the “federal critical infrastructure sectors.”
28

1 29. It is the public policy and intent of each county and state to close
2 businesses including Plaintiff's for the public good, welfare, and benefit. The
3 Garcetti Order, Revised Garcetti Order, Garcetti Extension Order, Newsom Order,
4 and Los Angeles Order (collectively "Orders") were reasonably necessary to protect
5 the public good, welfare, and benefit. The Orders were specifically tailored to the
6 nature of the COVID-19 pandemic.

7 30. In the time since these orders, there have been additional Orders by
8 Newsom and Garcetti limiting the functions and capacity of museums.

9 31. The pandemic is continuing, and there continue to be orders issued at
10 both the state and local level that state guidelines and restrictions on museums.

11 32. As a result of the Orders and other subsequent orders that expanded,
12 amended, and/or extended the Orders, Plaintiff has had to completely shut down its
13 business operations and access to the insured property is specifically prohibited.
14 Plaintiff has incurred expenses due to the necessary interruption of its business
15 operations at the Insured Properties.

16 33. Plaintiff was required to make substantial detrimental physical
17 alterations to their Insured Properties, which is a direct, physical loss and/or damage
18 which is a Covered Cause of Loss as defined in The Policy.

19 34. Plaintiff suffered a physical loss of and damage to the Insured
20 Properties when it was ordered to close due to the Orders.

21 35. Plaintiff has sustained an actual loss of business income due to the
22 necessary suspension of Plaintiff's business ("the loss"). The suspension of
23 Plaintiff's business was caused by the Orders that prohibited access to the Insured
24 Properties.

25 36. Plaintiff made a claim to TRAVELERS for their losses and damages
26 that were covered under the Policy.

27 37. On March 30, 2020 TRAVELERS denied Plaintiff's claim as not being
28 covered by The Policy. The denial of the claim is attached hereto as Exhibit 7.

1 38. Although requested to do so, to date, TRAVELERS has and continues
2 to fail and refuse to pay Plaintiff for the full amount due and owing under the Policy
3 for all of its losses and damages.

4 **FIRST CAUSE OF ACTION**
5 **BREACH OF CONTRACT**
6 **(Against TRAVELERS and DOES 1 to 10)**

7 39. Plaintiff re-alleges and incorporates by reference into this cause of
8 action each and every allegation set forth in each and every paragraph of this
9 Complaint.

10 40. Pursuant to The Policy, TRAVELERS has a contractual obligation to
11 fully investigate and adjust the loss, and pay the full amount of Plaintiff’s covered
12 losses, including the actual loss sustained for the necessary interruption of Plaintiff’s
13 businesses, including, but not limited to, loss of business income and extra expense,
14 less the applicable deductible.

15 41. The Policy is an insurance contract under which TRAVELERS was paid
16 premiums in exchange for its promise to pay Plaintiff’s losses for claims covered by
17 The Policy, such as business losses incurred as a result of the Orders forcing Plaintiff
18 to suspend its business operations.

19 42. Plaintiff has performed all conditions precedent to its right to recovery
20 under The Policy.

21 43. TRAVELERS has refused and continues to refuse to pay for all of the
22 benefits under the Policy including, but not limited to, loss of business income and
23 extra expenses, forcing Plaintiff to litigate this matter.

24 44. TRAVELERS’ refusal to pay the full amount of Plaintiff’s loss is in
25 breach of The Policy.

26 45. TRAVELERS further breached its contract with Plaintiff by:

27 a. failing to fully investigate the loss;

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- 1 b. conducting a biased and outcome-oriented investigation of the
2 loss;
- 3 c. not promptly paying Plaintiff all benefits owed as a result of the
4 covered loss;
- 5 d. failing to pay for all consequential damage; and
- 6 e. not putting Plaintiff in the position it would have been in had
7 TRAVELERS timely performed all of its contractual duties.

8 46. As a direct and proximate result of TRAVELERS' breach of contract,
9 Plaintiff:

- 10 a. suffered and will continue to suffer loss of business income and
11 extra expenses;
- 12 b. incurred and will incur in the future loss of business income and
13 extra expenses;
- 14 c. suffered and will continue to suffer consequential damages;
- 15 d. is entitled to an award of prejudgment interest, taxable costs, and
16 investigatory fees; and
- 17 e. incurred other expenses as a result of TRAVELERS' breach of
18 contract.
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20 **SECOND CAUSE OF ACTION**

21 **(For Breach of the Implied Covenant of Good Faith and Fair Dealing**
22 **(Insurance Bad Faith) As to TRAVELERS and DOES 1 to 10)**

23 47. Plaintiff re-alleges and incorporates the preceding paragraphs as though
24 set forth in full herein.

25 48. Plaintiff is informed and believes and thereon alleges that the Policy
26 was executed, issued and approved in the State of California.

27 49. Plaintiff is informed and believes and thereon alleges that the Policy
28 was administered in, and intended to be discharged in, the State of California.

1 50. The Policy was issued in exchange for good and valuable consideration,
2 and the Policy was in full force and effect at all relevant times mentioned herein.

3 51. In every contract of insurance, there is an implied duty of good faith and
4 fair dealing that the insurance company will not do anything to unfairly interfere
5 with the rights of the insured, like Plaintiff, to receive the benefit of the Subject
6 Policy.

7 52. Defendant TRAVELERS, having issued the Policy to Plaintiff, was at
8 all times materially bound to said implied covenant of good faith and fair dealing.

9 53. Defendant breached its duty of good faith and fair dealing owed to
10 Plaintiff, including but not limited to, the following:

11 a. Unreasonably and in bad faith, placed its own financial interests ahead
12 of its insured in violation of California's statutory, regulatory and common law;

13 b. Unreasonably and in bad faith failed and refused to give at least as
14 much consideration to the interests of its insured as it gave its own interests;

15 c. Unreasonably and in bad faith withheld payment of sums due and owing
16 to Plaintiff;

17 d. Unreasonably and in bad faith failed to reasonably investigate and
18 process Plaintiff's claim for benefits;

19 54. Plaintiff was entitled to benefits from Defendant under the Policy for
20 full coverage of the Insured Properties.

21 55. Defendant denied Plaintiff's claim and failed to pay benefits owed to
22 Plaintiff owed under the Policy.

23 56. In the course of failing and/or refusing to provide benefits to Plaintiff
24 under the Policy, TRAVELERS acted unreasonably and without good cause.

25 57. By its actions and inactions, TRAVELERS has breached the covenant
26 of good faith and fair dealing implied in the Policy.

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1 58. Plaintiff is informed, believes, and alleges that TRAVELERS breached
2 its duty of good faith and fair dealing by other acts and omissions of which they are
3 presently unaware of but which will be showing according to proof at trial.

4 59. As a direct and proximate result of TRAVELERS' breach, Plaintiff has
5 sustained damages in an amount according to proof at trial for amounts paid out of
6 pocket, unpaid interest thereon, consequential damages, and past and future
7 attorneys' fees and costs incurred by Plaintiff in pursuing Defendants to recover,
8 among other sums, its unpaid benefits as set forth above.

9 60. Defendant acted with reckless, willful or callous disregard for Plaintiff's
10 rights and with malice, fraud or oppression toward Plaintiff, thereby entitling
11 Plaintiff to an award of punitive damages in accordance with proof at trial.

12 61. To date, Defendant consciously disregarded Plaintiff's interests by
13 refusing to provide coverage under the Policy, even though Plaintiff has fulfilled all
14 of its obligations.

15 62. As alleged herein, TRAVELERS' conduct with respect to Plaintiff was
16 with willful disregard of Plaintiff's rights and an attempt by them to take positions
17 which were inconsistent with interpretations of other policies, based coverage
18 decisions on misinterpretations of the policy, or in an effort to cover up for their own
19 failures to place the proper policy for Plaintiff. TRAVELERS also delayed
20 responding to Plaintiff's demands for coverage under the Policy, has never been
21 forthcoming as to its position on coverage, and/or has failed to rectify its failure to
22 place the proper policy. Consequently, Plaintiff is entitled to recover punitive
23 damages both to punish TRAVELERS' transgressions and to deter others from
24 engaging in similar wrongful conduct.

25 63. Upon information and belief, Plaintiff alleges that the conduct described
26 herein was authorized and ratified by TRAVELERS.

27 64. Based on the preceding paragraphs, TRAVELERS acted with reckless,
28 willful or callous disregard for Plaintiff's rights and with malice, fraud or oppression

1 toward Plaintiff, thereby entitling Plaintiff to an award of punitive damages in
2 accordance with proof at trial.

3 65. On information and belief, Defendant has engaged in a continued
4 pattern and practice of unjustly and unreasonably delaying and withholding policy
5 benefits due to their insureds, of which the instant action is only one example.

6 **PRAYER FOR RELIEF**

7 Wherefore, LOS ANGELES COUNTY MUSEUM OF NATURAL
8 HISTORY FOUNDATION, a nonprofit corporation, Plaintiff herein, prays as
9 follows:

- 10 1) For an order and judgment providing injunctive and declaratory relief;
- 11 2) Compensatory damages;
- 12 3) General damages;
- 13 4) Pre-judgment and post-judgment interest as allowed by law;
- 14 5) Costs according to proof;
- 15 6) For exemplary and/or punitive damages against Defendant as to the Second
16 Cause of Action for Insurance Bad Faith;
- 17 7) Attorneys' fees pursuant to *Brandt v. Superior Court (Standard Ins. Co.)*,
18 (1985) 37 Cal.3d 813, 817; and
- 19 8) Such other and further legal and equitable relief as the Court deems just
20 and proper.

21
22
23 DATED: February 18, 2021

KABATECK LLP

24
25 By: /s/ Brian S. Kabateck
26 BRIAN S. KABATECK
27 CHRISTOPHER NOYES
28 MARINA R. PACHECO
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial for all claims and issues so triable.

DATED: February 18, 2021

KABATECK LLP

By: /s/Brian S. Kabateck
BRIAN S. KABATECK
CHRISTOPHER NOYES
MARINA R. PACHECO
Attorneys for Plaintiff

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

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) LOS ANGELES COUNTY MUSEUM OF NATURAL HISTORY FOUNDATION, a California non-profit corporation	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>) THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT, a Connecticut Corporation; DOES 1 through 10, inclusive
(b) County of Residence of First Listed Plaintiff <u>Los Angeles County</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>	County of Residence of First Listed Defendant <u>Hartford County</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i>
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. KABATECK, LLP 633 West Fifth Street, Suite 3200 Los Angeles, CA 90071 Tel. 213-217-5000	Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

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)

Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input checked="" type="checkbox"/> 4	DEF <input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" 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.)

<input checked="" type="checkbox"/> 1. Original Proceeding	<input type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input type="checkbox"/> 4. Reinstated or Reopened	<input type="checkbox"/> 5. Transferred from Another District (Specify)	<input type="checkbox"/> 6. Multidistrict Litigation - Transfer	<input type="checkbox"/> 8. Multidistrict Litigation - Direct File
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V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ In Excess of \$75,000

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.)
 The jurisdiction of this Court over the subject matter of this action is predicated on 28 U.S.C. § 1332. The amount in controversy exceeds \$75,000, exclusive of interest and costs.

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

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input checked="" type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 140 Negotiable Instrument	TORTS PERSONAL INJURY	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	SOCIAL SECURITY
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 485 Telephone Consumer Protection Act	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 890 Other Statutory Actions	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	FEDERAL TAX SUITS
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	LABOR	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 896 Arbitration		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

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

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

<p>QUESTION A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.</p>	<p align="center">STATE CASE WAS PENDING IN THE COUNTY OF:</p> <input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo <input type="checkbox"/> Orange <input type="checkbox"/> Riverside or San Bernardino	<p align="center">INITIAL DIVISION IN CACD IS:</p> Western Southern Eastern
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<p>QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question C. If "yes," answer Question B.1, at right.</p>	<p>B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →</p> <p>B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →</p>	<p><input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Continue to Question B.2.</p> <p><input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.</p>
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<p>QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question D. If "yes," answer Question C.1, at right.</p>	<p>C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →</p> <p>C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →</p>	<p><input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Continue to Question C.2.</p> <p><input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.</p>
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QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p>D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →</p>	<p>D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓</p>
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QUESTION E: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: →	WESTERN

QUESTION F: Northern Counties?

Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? Yes No

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

IX(a). IDENTICAL CASES: Has this action been previously filed **in this court**?

NO

YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed **in this court**?

NO

YES

If yes, list case number(s): _____

Civil cases are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- 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.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): s/Brian S. Kabateck

DATE: 02/18/2021

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

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. 405 (g))