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U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES  
JMS

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8 UNITED STATES DISTRICT COURT  
9  
10 CENTRAL DISTRICT OF CALIFORNIA

11 CV 09-7577 JFW (CTX)

12 ALFRED MIRZAIE,  
13 an individual, on behalf of  
14 all persons similarly situated,

15 Plaintiff,

16 vs.

17 CAPITAL ONE FINANCIAL, LLC,  
18 a California Company;  
19 and DOES 1 - 10,

20 Defendants.  
21  
22

Case No:  
CLASS ACTION COMPLAINT  
FOR DAMAGES & INJUNCTION.  
(1) Unfair Business Practices;  
(2) Breach of Good Faith & Fair  
Dealing Clause.

23 TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS:

24  
25 Plaintiff, ALFRED MIRZAIE, on behalf of himself and all others similarly  
26 situated, brings this *Class Action Complaint for Damages & Injunction* against  
27 Defendant, CAPITAL ONE FINANCIAL, LLC, and DOES 1 - 10.

28 ////

**CLASS ACTION ALLEGATIONS**

(1) Federal court jurisdiction is proper because resolution of this litigation requires interpretation of recently enacted federal law, including the *Emergency Economic Stabilization Act of 2008*, [Public Law 110-343; 122 Stat. 3765, Oct. 3, 2008], the *Troubled Assets Relief Program*, (“T.A.R.P.”), [also P.L. 110-343], and the *Credit CARD Act of 2009*, [Public Law 111-24; May 22, 2009].

(2) Plaintiff, ALFRED MIRZAI, resides in Los Angeles County, Calif.

(3) Defendant, CAPITAL ONE FINANCIAL, LLC, (“CAPITAL ONE”), is a California limited liability company, (I.D. #200432210176). Defendant, CAPITAL ONE, does business in Los Angeles County, Calif.

(4) Defendants, DOES 1 – 10 are sued under fictitious names because their true names are now unknown. When Plaintiff learns their true names he will amend this Complaint. Each DOE caused Plaintiff’s harm.

(5) Plaintiff brings this class action lawsuit under the below Rules:

F.R.Civ.P. Rule 23(a): joinder is impractical, there exist common questions of law and fact, Plaintiff’s claims are typical of class members, and Plaintiff will fairly and adequately protect the class;

F.R.Civ.P. Rule 23(b)(1)(A): prosecuting separate actions by individual class members creates a risk of inconsistent adjudication on what may be issues of first impression;

F.R.Civ.P. Rule 23(b)(2): Defendant acts on grounds that apply generally to the class as a whole so that injunctive relief is appropriate respecting the class as a whole;

F.R.Civ.P. Rule 23(b)(3): common questions of law and fact predominate, and class action treatment is a superior method of adjudication.

(6) The identities of class members are readily ascertainable and lay within Defendant’s exclusive custody and control. Plaintiff anticipates minimal time and expense to notify class members.

1 (7) Defendant may give notice to proposed class members via U.S. Mail,  
2 in the same manner that the parties now transact business, and Defendant may  
3 further give notice via publication.

4 (8) To bring all class members before the Court is impractical because there  
5 may be tens of thousands of similarly situated persons. Joinder is impractical.

6 (9) Plaintiff's claims are typical of other class member claims because  
7 Defendants actions generally affect all class members. Class action treatment  
8 avoids multiple lawsuits and repetitive evidence.

9 (10) Plaintiff will fairly and adequately represent all other class members and  
10 protect their interests. Concentrating the litigation in this forum is desirable for  
11 Defendant and for prospective class members.

12 (11) Prospective class members have no interest in individually controlling  
13 prosecution of separate actions. Plaintiff knows of no other litigation concerning  
14 issues raised by the instant controversy.

15 (12) Plaintiff anticipates no difficulties in maintaining this lawsuit as a class  
16 action because the issues are simple and straightforward and because the class  
17 members constitute a well-defined group.

18 (13) Because this is a consumer rights controversy, class action treatment is a  
19 superior method of adjudication. Each consumer suffers a relatively low dollar  
20 amount in money damages, generally less than the cost to hire a lawyer, but there  
21 may be tens of thousands of consumers suffering the same harm, which makes  
22 consumer rights controversies ideally suited for class action treatment.

23 (14) This lawsuit raises common questions of law and fact that affect many  
24 similarly situated persons, *e.g.*, interpretation of Congressional policy and intent  
25 underlying the *Emergency Economic Stabilization Act of 2008*, [Public Law  
26 110-343; Oct. 3, 2008], the *Troubled Assets Relief Program*, ("T.A.R.P."),  
27 [Public Law 110-343; Oct. 3, 2008], and the *Credit CARD Act of 2009*, [Public  
28 Law 111-24; May 22, 2009].

1 (15) This lawsuit raises common questions of law and fact that predominate over  
2 questions involving individuals. These common questions affect the class as a  
3 whole, *e.g.*, interpretation of Congressional policy and intent underlying the  
4 *Emergency Economic Stabilization Act of 2008*, the *Troubled Assets Relief*  
5 *Program*, (“T.A.R.P.”), and the *Credit CARD Act of 2009*, [*supra*].

6 (16) Plaintiff seeks monetary damages and/or restitution and injunctive relief.  
7 Plaintiff also seeks to recover costs and reasonable attorney’s fees. In addition,  
8 a punitive damages award may also be appropriate; Defendants show “malice”  
9 because they act with a conscious disregard for the rights of others, and  
10 Defendants show “oppression” because they subject others to unjust hardship.

11 [C.C. §3294(c)(1)-(2)]

12 (17) Case Summary: Plaintiff credit card holder sues CAPITAL ONE alleging  
13 that its interest rate increase of 231% constitutes an “unfair business practice,”  
14 and further shows “bad faith,” because CAPITAL ONE imposed this arbitrary  
15 and exorbitant rate hike *just after* receiving from Congress a \$3.56 billion dollar  
16 taxpayer funded loan and *just before* progressive credit card reform is set to go  
17 into effect nationwide under the *Credit CARD Act of 2009*, [Public Law 111-24;  
18 May 22, 2009]. CAPITAL ONE’S rate hike is “unfair” because it violates federal  
19 public policy. Congress gave CAPITAL ONE the \$3.56 billion dollar taxpayer  
20 funded loan to encourage CAPITAL ONE to ease restrictions on consumer lending,  
21 and Congress reaffirmed this public policy goal with the *Credit CARD Act of 2009*;  
22 however, CAPITAL ONE now violates federal public policy goals by burdening  
23 consumer lending with arbitrary and exorbitant rate hikes. Plaintiff contends this  
24 violation of federal public policy constitutes an “unfair business practice.”

25 (18) Plaintiff Class Defined: “*All California credit card holders who had a*  
26 *Capital One credit card at any time since Nov. 14, 2008, when Congress gave*  
27 *Capital One a taxpayer funded loan of \$3.56 billion dollars.*”

28 ////

☞ FIRST CAUSE of ACTION ☞  
“Unfair Business Practices”

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2  
3 (19) Plaintiff incorporates ¶¶ 1–18 by this reference.

4 (20) Plaintiff is a “credit card holder” and Defendant, CAPITAL ONE, is a  
5 “credit card issuer.”

6 (21) In 2003, Plaintiff entered into a credit card services contract with Defendant,  
7 CAPITAL ONE, to obtain a *Visa* credit card with a 6.88% annual percentage rate.  
8 Plaintiff always pays his *Visa* bill on time. Plaintiff has never defaulted on the  
9 parties’ credit card services contract.

10 (22) The parties’ credit card services contract allows for CAPITAL ONE to  
11 unilaterally modify Plaintiff’s annual percentage rate.

12 (23) On or about Nov. 14, 2008, the Federal government gave CAPITAL ONE  
13 a taxpayer funded loan of \$3.56 billion dollars in accordance with Congress’  
14 *Troubled Asset Relief Program*, (“T.A.R.P.”). [See Emergency Economic  
15 Stabilization Act of 2008, Public Law 110-343, 122 Stat. 3765; Oct. 3, 2008]

16 (24) Congress intended the *Troubled Asset Relief Program*, (“T.A.R.P.”),  
17 to encourage lending institutions, like CAPITAL ONE, to ease restrictions on  
18 consumer lending practices in order to stimulate a troubled American economy.

19 (25) In Aug. 2009, CAPITAL ONE unilaterally changed the terms of the contract  
20 by raising Plaintiff’s annual percentage rate from 6.88% to a whopping 15.90%.  
21 This rate hike—231%—is both arbitrary and exorbitant.

22 (26) Despite the fact that CAPITAL ONE increased Plaintiff’s annual percentage  
23 rate by more than double—231%—CAPITAL ONE gave no new or additional  
24 consideration to Plaintiff and CAPITAL ONE incurred no loss or harm.

25 (27) CAPITAL ONE’S rate hike is purely arbitrary because it is not supported by  
26 new or additional consideration to Plaintiff or by harm or loss to CAPITAL ONE.  
27 As to the reasons underlying the exorbitant nature of the rate hike, CAPITAL ONE  
28 explains only that it has a contractual right to modify terms.

1 (28) Defending its decision to raise interest rates by 231%, CAPITAL ONE  
2 declares: "*It's a bad economy.*" But Plaintiff believes the economy is bad for  
3 everyone, not just CAPITAL ONE. In March 2009, Plaintiff lost his business  
4 of seventeen years. Plaintiff remains unemployed and looking for work...

5 (29) Plaintiff believes the true impetus behind CAPITAL ONE'S arbitrary and  
6 exorbitant rate hike is rooted in its opposition to the *Credit CARD Act of 2009*.  
7 [H.R. 627, Credit Card Accountability Responsibility and Disclosure Act of 2009,  
8 Public Law 111-24; May 22, 2009]

9 (30) After protecting the lending industry with the T.A.R.P. program, Congress  
10 next extended protection to consumers by enacting the *Credit CARD Act of 2009*  
11 to halt predatory lending practices, e.g., arbitrary and exorbitant rate hikes.  
12 However—although the *Credit CARD Act of 2009* was signed into law by  
13 President Obama on May 22, 2009—the law does not actually become effective  
14 until Feb. 22, 2010. [See *Credit CARD Act of 2009*, Title I, Sec. 171]

15 (31) With bold new lending regulations and consumer safeguards looming on  
16 the horizon, CAPITAL ONE now imposes an arbitrary and exorbitant rate hike  
17 with actual knowledge that such rate hikes will be illegal in a few short months  
18 when the *Credit CARD Act of 2009* becomes effective on Feb. 22, 2010.

19 (32) CAPITAL ONE'S arbitrary and exorbitant rate hike violates public policy  
20 because Congress earmarked \$3.56 billion dollars of taxpayer money to encourage  
21 CAPITAL ONE to ease restrictions on consumer lending; however, CAPITAL  
22 ONE'S arbitrary and exorbitant rate hike runs contrary to Congressional intent  
23 by imposing burdens on consumer lending.

24 (33) To illustrate how CAPITAL ONE burdens consumer lending, Plaintiff's  
25 *Visa* bill for July 2009 shows a finance charge of \$37.81 and a minimum payment  
26 of \$104. But after the annual percentage rate skyrocketed from 6.88% to 15.90%,  
27 (a 231% increase), Plaintiff's *Visa* bill for Aug. 2009 shows a higher finance  
28 charge of \$92.06 and a higher minimum payment of \$158.

1 (34) In just one month, Plaintiff's finance charge went from \$37.81 to \$92.06,  
2 and his minimum payment went from \$104 to \$158. More money now goes to  
3 interest instead of principal and Plaintiff is on his way to becoming a debt slave.

4 (35) *Forbes* reports that over the last five years, Capital One Financial paid  
5 \$398.7 million dollars, (approx. \$80 million/year), to CEO, Richard D. Fairbank.

6 (36) On the heels of a \$3.56 billion dollar taxpayer funded loan, and on the eve  
7 of progressive credit card reform, CAPITAL ONE'S arbitrary and exorbitant rate  
8 hike constitutes an "unfair business practice" because such rate hikes will serve  
9 only to throw the economy in reverse by creating the same sluggish conditions that  
10 caused the global credit crisis in the first place. Today's rate hikes will tomorrow  
11 cause too many cardholders to close their accounts and default...

12 (37) In view of the fact that it received a \$3.56 billion dollar taxpayer funded loan,  
13 CAPITAL ONE cannot now justify gouging those same taxpayers with arbitrary  
14 and exorbitant rate hikes. CAPITAL ONE must now show taxpayers the same  
15 bigheartedness and openhandedness that taxpayers showed CAPITAL ONE.  
16 Anything less from CAPITAL ONE is an "unfair business practice."

17 (38) In consideration for receiving multi-billion dollar bailouts, the bailees  
18 must now *pay it forward* with the same spirit of generosity shown by the bailors.  
19 CAPITAL ONE must cease with its bare knuckles brand of capitalism because  
20 predatory lending practices—*e.g.*, 231% rate hikes—are no longer tolerable in  
21 our modern socialist economy that recognizes times are tough for everybody.

22 (39) Regarding the \$3.56 billion dollar loan, CAPITAL ONE blithely remarks:  
23 "*Capital One participated in the US Government's Capital Protection Program*  
24 *(CPP) also referred to as Troubled Assets Relief Program (TARP). As a stable,*  
25 *healthy bank, we did not need the additional funds. However, following careful*  
26 *analysis, we concluded that this program is an important step in supporting the*  
27 *financial and economic stability of the U.S., and we wanted to do our part."*

28 – Executive Response, Capital One Bank (USA), N.A. [Underscores added.]

1 (40) As a direct result of CAPITAL ONE’S arbitrary and exorbitant rate hike,  
2 Plaintiff suffers harm and monetary loss and he is therefore entitled to damages  
3 and injunctive relief. Plaintiff seeks damages calculated at the difference between  
4 the former interest rate, 6.88%, and the new interest rate, 15.90%. Plaintiff also  
5 seeks injunctive relief including a court-ordered “rollback” of his annual  
6 percentage rate from 15.90% back down to 6.88%.

7 (41) In the alternative, if the Court finds that CAPITAL ONE may unilaterally  
8 raise interest rates, then Plaintiff prays this Court will limit the rate increase to a  
9 “reasonable” sum supported by CAPITAL ONE’S affirmative showing of actual  
10 cost increases.

11 (42) Plaintiff believes that CAPITAL ONE fees are not rationally related to its  
12 services performed. CAPITAL ONE has the legal burden to demonstrate that its  
13 fees bear some rational relation to its services.

14 (43) Plaintiff is entitled to an award of costs and reasonable attorney’s fees under  
15 B & P §17200 and CCP §1021.5 because a court order invalidating (or limiting)  
16 CAPITAL ONE’S rate hike will bring substantial benefits to many California credit  
17 card holders.

18 (44) A punitive damages award may be appropriate because CAPITAL ONE’S  
19 arbitrary and exorbitant rate hike is “malicious” and “oppressive” within the  
20 meaning of C.C. §3294(c)(2)-(3). CAPITAL ONE shows “malice” by acting  
21 with a conscious disregard for the rights of others, and CAPITAL ONE shows  
22 “oppression” by subjecting others to unjust hardship.

23 Footnote: Plaintiff meant to attach the parties’ written contract, but he  
24 cannot locate his copy. On several occasions, Plaintiff asked Defendant for a  
25 copy of the contract, but at the time of this writing, Plaintiff has not received it.

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☞ SECOND CAUSE of ACTION ☞  
“Breach of Good Faith & Fair Dealing Clause”

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2  
3 (45) Plaintiff incorporates ¶¶ 1–44 by this reference.

4 (46) In all California contracts, the law adds an extra clause requiring that  
5 the parties promise “good faith & fair dealing” to one another. This extra clause  
6 forbids the contracting parties from doing anything that unreasonably interferes  
7 with the other’s right to receive the fruits or benefits of the bargain.

8 (47) In 2003, the parties entered into a credit card services contract. Plaintiff  
9 always pays his *Visa* bill on time. Plaintiff is not in default. Plaintiff performed  
10 all contractual obligations necessary to trigger Defendant’s obligations.

11 (48) By imposing an arbitrary and exorbitant rate hike *just after* receiving a \$3.56  
12 billion dollar taxpayer loan and *just before* progressive credit card reform goes into  
13 effect, Defendant shows bad faith and unreasonably interferes with Plaintiff’s right  
14 to receive the benefits of the bargain. Defendant’s arbitrary and exorbitant rate  
15 hike constitutes a material breach of the “good faith & fair dealing” clause.

16 (49) When Plaintiff complained about the rate hike, Defendant reminded him  
17 that he had the chance to “opt-out,” *i.e.*, to close his account if he were unhappy.  
18 But Plaintiff contends this “take-it-or-leave-it” ultimatum causes unreasonable  
19 interference with his right to receive the benefits of the bargain and thus constitutes  
20 a material breach of the “good faith & fair dealing” clause.

21 (50) Because the rate hike is not supported by new or additional consideration to  
22 Plaintiff, or by harm or loss to Defendant, the rate hike is *per se* arbitrary and thus  
23 constitutes a material breach of the “good faith & fair dealing” clause.

24 (51) The drastic change in Plaintiff’s annual percentage rate—a 231% increase—  
25 is by itself exorbitant and unreasonable. With nothing more, the sheer steepness  
26 of the sudden incline causes unreasonable interference with Plaintiff’s right to  
27 receive the benefits of the bargain and thus constitutes a material breach of the  
28 “good faith & fair dealing” clause.

1 (52) The credit card services contract—authored by Defendant—provides that  
2 Defendants alone enjoy the right to modify the terms of the contract. But Plaintiff  
3 contends that Defendant shows bad faith because the contract does not grant  
4 Plaintiff a “reciprocal” right to modify terms. Defendant explains that it must  
5 modify terms in reaction to changes in the economy; but Plaintiff believes that he  
6 too should be allowed to modify terms, *e.g.*, to adjust his minimum payments in  
7 accordance with reactionary news from Wall Street, Saudi Arabia or China.  
8 Because the contract does not grant Plaintiff a “reciprocal” right to modify terms,  
9 Defendant’s insistence on modifying terms to Plaintiff’s detriment constitutes  
10 a material breach of the “good faith & fair dealing” clause.

11 (53) As a direct result of CAPITAL ONE’S arbitrary and exorbitant rate hike,  
12 Plaintiff suffers harm and monetary loss and he is therefore entitled to damages  
13 and injunctive relief. Plaintiff seeks damages calculated at the difference between  
14 the former interest rate, 6.88%, and the new interest rate, 15.90%. Plaintiff also  
15 seeks injunctive relief including a court-ordered “rollback” of his annual  
16 percentage rate from 15.90% back down to 6.88%.

17 (54) In the alternative, if the Court finds that CAPITAL ONE may unilaterally  
18 raise interest rates, then Plaintiff prays this Court will limit the rate increase to a  
19 “reasonable” sum supported by CAPITAL ONE’S affirmative showing of actual  
20 cost increases. CAPITAL ONE must demonstrate its fees are rationally related to  
21 its services performed.

22 (55) Plaintiff is entitled to costs, expenses and reasonable attorney’s fees under  
23 B & P §17200 and CCP §1021.5 because a court order invalidating (or limiting)  
24 CAPITAL ONE’S rate hike will bring substantial benefits to many California  
25 credit card holders.

26 Footnote: Plaintiff meant to attach the parties’ written contract, but he  
27 cannot locate his copy. On several occasions, Plaintiff asked Defendant for a  
28 copy of the contract, but at the time of this writing, Plaintiff has not received it.

PRAYER for RELIEF

WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as below set forth:

- (i) For injunctive relief including a Court order invalidating or limiting Plaintiff's annual percentage rate;
(ii) For monetary damages calculated at the difference between Plaintiff's former and current annual percentage rates, and/or restitution, in accordance with proof;
(iii) For punitive damages in accordance with proof;
(iv) For costs and expenses of suit;
(v) For reasonable attorney's fees, per B&P §17200 and CCP §1021.5, for enforcing important rights affecting the public interest and for conferring substantial benefits upon the general public;
(vi) For other and further relief as the Court deems just and proper;

Dated: Oct. 14, 2009

Law Offices of T. Matthew Phillips

[Handwritten signature]

T. Matthew Phillips, Esq.,
Plaintiff's Counsel.

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PLAINTIFF'S VERIFICATION

I am the Plaintiff in this lawsuit. I read this lawsuit and I am familiar with the allegations, which are true of my own personal knowledge, except as to those matters alleged on information and belief, and as to those matters, I reasonably believe them true.

I declare under penalty of perjury under the laws of the State of California the foregoing is both true and correct.

Dated: Oct. 14, 2009

*[Handwritten signature]*

Alfred Mirzaie,  
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 )  
ALFRED MIRZAJE, an individual, on behalf of all persons similarly situated

DEFENDANTS  
CAPITAL ONE FINANCIAL, LLC, a California Company;  
and DOES 1 - 10

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  
T. Matthew Phillips, Esq. 1631 W. Craig Road, #9-101, N. Las Vegas, Nevada  
89032 (323) 314-6996.

Attorneys (If Known)  
Unknown

II. BASIS OF JURISDICTION (Place an X in one box only.)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 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.)

- |   |                            |                            |   |                            |                            |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
|   | PTF                        | DEF                        |   | PTF                        | DEF                        |
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State     | <input type="checkbox"/> 4 | <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 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: \$ according to proof + injunction

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.)  
Unfair Business Practices that violate public policy set forth in the Emergency Economic Stabilization Act (PL 110-343) and the Credit CARD Act of 2009 (PL 111-24)

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

<p>OTHER STATUTES</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 400 State Reapportionment</li> <li><input type="checkbox"/> 410 Antitrust</li> <li><input type="checkbox"/> 430 Banks and Banking</li> <li><input type="checkbox"/> 450 Commerce/ICC Rates/etc.</li> <li><input type="checkbox"/> 460 Deportation</li> <li><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</li> <li><input checked="" type="checkbox"/> 480 Consumer Credit</li> <li><input type="checkbox"/> 490 Cable/Sat TV</li> <li><input type="checkbox"/> 810 Selective Service</li> <li><input type="checkbox"/> 850 Securities/Commodities/Exchange</li> <li><input type="checkbox"/> 875 Customer Challenge 12 USC 3410</li> <li><input type="checkbox"/> 890 Other Statutory Actions</li> <li><input type="checkbox"/> 891 Agricultural Act</li> <li><input type="checkbox"/> 892 Economic Stabilization Act</li> <li><input type="checkbox"/> 893 Environmental Matters</li> <li><input type="checkbox"/> 894 Energy Allocation Act</li> <li><input type="checkbox"/> 895 Freedom of Info. Act</li> <li><input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice</li> <li><input type="checkbox"/> 950 Constitutionality of State Statutes</li> </ul>	<p>CONTRACT</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 110 Insurance</li> <li><input type="checkbox"/> 120 Marine</li> <li><input type="checkbox"/> 130 Miller Act</li> <li><input type="checkbox"/> 140 Negotiable Instrument</li> <li><input type="checkbox"/> 150 Recovery of Overpayment &amp; Enforcement of Judgment</li> <li><input type="checkbox"/> 151 Medicare Act</li> <li><input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)</li> <li><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</li> <li><input type="checkbox"/> 160 Stockholders' Suits</li> <li><input type="checkbox"/> 190 Other Contract</li> <li><input type="checkbox"/> 195 Contract Product Liability</li> <li><input type="checkbox"/> 196 Franchise</li> </ul> <p>REAL PROPERTY</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 210 Land Condemnation</li> <li><input type="checkbox"/> 220 Foreclosure</li> <li><input type="checkbox"/> 230 Rent Lease &amp; Ejectment</li> <li><input type="checkbox"/> 240 Torts to Land</li> <li><input type="checkbox"/> 245 Tort Product Liability</li> <li><input type="checkbox"/> 290 All Other Real Property</li> </ul>	<p>TORTS</p> <p>PERSONAL INJURY</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 310 Airplane</li> <li><input type="checkbox"/> 315 Airplane Product Liability</li> <li><input type="checkbox"/> 320 Assault, Libel &amp; Slander</li> <li><input type="checkbox"/> 330 Fed. Employers' Liability</li> <li><input type="checkbox"/> 340 Marine</li> <li><input type="checkbox"/> 345 Marine Product Liability</li> <li><input type="checkbox"/> 350 Motor Vehicle</li> <li><input type="checkbox"/> 355 Motor Vehicle Product Liability</li> <li><input type="checkbox"/> 360 Other Personal Injury</li> <li><input type="checkbox"/> 362 Personal Injury-Med Malpractice</li> <li><input type="checkbox"/> 365 Personal Injury-Product Liability</li> <li><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</li> </ul> <p>IMMIGRATION</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 462 Naturalization Application</li> <li><input type="checkbox"/> 463 Habeas Corpus-Alien Detainee</li> <li><input type="checkbox"/> 465 Other Immigration Actions</li> </ul>	<p>TORTS</p> <p>PERSONAL PROPERTY</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 370 Other Fraud</li> <li><input type="checkbox"/> 371 Truth in Lending</li> <li><input type="checkbox"/> 380 Other Personal Property Damage</li> <li><input type="checkbox"/> 385 Property Damage Product Liability</li> </ul> <p>BANKRUPTCY</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 422 Appeal 28 USC 158</li> <li><input type="checkbox"/> 423 Withdrawal 28 USC 157</li> </ul> <p>CIVIL RIGHTS</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 441 Voting</li> <li><input type="checkbox"/> 442 Employment</li> <li><input type="checkbox"/> 443 Housing/Accommodations</li> <li><input type="checkbox"/> 444 Welfare</li> <li><input type="checkbox"/> 445 American with Disabilities - Employment</li> <li><input type="checkbox"/> 446 American with Disabilities - Other</li> <li><input type="checkbox"/> 440 Other Civil Rights</li> </ul>	<p>PRISONER PETITIONS</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus</li> <li><input type="checkbox"/> 530 General</li> <li><input type="checkbox"/> 535 Death Penalty</li> <li><input type="checkbox"/> 540 Mandamus/Other</li> <li><input type="checkbox"/> 550 Civil Rights</li> <li><input type="checkbox"/> 555 Prison Condition</li> </ul> <p>FORFEITURE / PENALTY</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 610 Agriculture</li> <li><input type="checkbox"/> 620 Other Food &amp; Drug</li> <li><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</li> <li><input type="checkbox"/> 630 Liquor Laws</li> <li><input type="checkbox"/> 640 R.R. &amp; Truck</li> <li><input type="checkbox"/> 650 Airline Regs</li> <li><input type="checkbox"/> 660 Occupational Safety /Health</li> <li><input type="checkbox"/> 690 Other</li> </ul>	<p>LABOR</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 710 Fair Labor Standards Act</li> <li><input type="checkbox"/> 720 Labor/Mgmt. Relations</li> <li><input type="checkbox"/> 730 Labor/Mgmt. Reporting &amp; Disclosure Act</li> <li><input type="checkbox"/> 740 Railway Labor Act</li> <li><input type="checkbox"/> 790 Other Labor Litigation</li> <li><input type="checkbox"/> 791 Empl. Ret. Inc. Security Act</li> </ul> <p>PROPERTY RIGHTS</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 820 Copyrights</li> <li><input type="checkbox"/> 830 Patent</li> <li><input type="checkbox"/> 840 Trademark</li> </ul> <p>SOCIAL SECURITY</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 861 HIA (1395ff)</li> <li><input type="checkbox"/> 862 Black Lung (923)</li> <li><input type="checkbox"/> 863 DIWC/DIWW (405(g))</li> <li><input type="checkbox"/> 864 SSID Title XVI</li> <li><input type="checkbox"/> 865 RSI (405(g))</li> </ul> <p>FEDERAL TAX SUITS</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</li> <li><input type="checkbox"/> 871 IRS-Third Party 26 USC 7609</li> </ul>
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CV09-7577

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 Los Angeles County, Calif.	

(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
Defendant, CAPITAL ONE FINANCIAL, LLC, does business in Los Angeles County, Calif.	

(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, Calif.	

\* 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 Oct. 14, 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))