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Brandon S. Reif (SBN 214706)
David Maurer (SBN 111147)
WINGET SPADAFORA & SCHWARTZBERG LLP
1900 Avenue of the Stars, Suite 450
Los Angeles, CA 90067
Telephone: 310.836.4800
Facsimile: 310.836.4801
Email: reif.b@wsslip.com
maurer.d@wsslip.com

Attorney for Plaintiffs
WESTPARK CAPITAL, INC., RICHARD
A. RAPPAPORT, and ANTHONY PINTSOPOULOS

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

WESTPARK CAPITAL, INC., a
California corporation; RICHARD A.
RAPPAPORT, an individual; and
ANTHONY PINTSOPOULOS, an
individual,

PLAINTIFFS,

v.

WILK AUSLANDER LLP, a New York
limited liability partnership; JAY
AUSLANDER, an individual; NATALIE
SHKOLNIK, an individual; JULIE CILIA,
an individual; BRADLEY RICE, an
individual; ZACH GROSS, an individual;
JOSEPH ZELMANOVITZ, an individual;
and DOES 1-10, inclusive,

DEFENDANTS.

Case No.: **CV12-7364 GAF (E)**

COMPLAINT

JURY TRIAL DEMANDED

BY
CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

2012 AUG 27 PM 4:07

FILED

F/S
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1 Plaintiffs WestPark Capital, Inc. (“WestPark”), Richard Rappaport, and
2 Anthony Pintsopoulos (collectively, Plaintiffs”), as and for their complaint against
3 defendants Wilk Auslander LLP, Jay Auslander, Natalie Shkolnik, Julie Cilia,
4 Bradley Rice, Zach Gross, Joseph Zelmanovitz, and Does 1-10, inclusive
5 (collectively, “Defendants”) allege as follows:
6

7 NATURE OF THE ACTION

8 1. This is an action for professional legal malpractice (professional
9 negligence) and breach of fiduciary duty that arises from Defendants’ actions as
10 attorneys for Plaintiff WestPark in which Defendants engaged in a scheme of
11 massive overbilling for premature and unnecessary legal work that no reasonable
12 securities litigation attorney would have performed and that was performed for the
13 sole purpose of padding the bills and seeking to enrich Defendants, in a conflict of
14 interest with Defendants’ duty of loyalty owed to Plaintiffs. Plaintiffs Rappaport
15 and Pintsopoulos also seek a declaratory judgment that they are entitled to arbitrate
16 their fee dispute with Defendants under California Business and Professions Code,
17 section 6200 et seq., known as the Mandatory Fee Arbitration Act.

18 2. Plaintiffs are the defendants in a number of class action securities
19 litigations under the Securities Act of 1933 (the “Securities Act”) arising out of
20 their work as an underwriter for five Chinese issuers who were accused by their
21 accountants of accounting fraud. Plaintiffs were sued for negligence and strict
22 liability claims under Sections 11 and 12 of the Securities Act, but not for
23 intentional wrongdoing.

24 3. Defendants represented Plaintiff WestPark as its attorneys in
25 connection with three of the class action securities litigations. The three class
26 action securities litigations are as follows: (1) In re China Intelligent Lighting and
27 Electronics, Inc. Securities Litigation, Case No. 2:11-CV-11-2768, currently
28 pending in the United States District Court for the Central District of California;

1 (2) Scott v. ZST Digital Networks, Inc., et al., Case No. 2:11-cv-03531-GAF (JC),
2 currently pending in the United States District Court for the Central District of
3 California; and (3) Schuler v. NIVS IntelliMedia Technology Group, Inc., et al.,
4 Case No. 1:11-cv-02484 (AJN), currently pending in the United States District
5 Court for the Southern District of New York (collectively, the “WestPark
6 Matters”).

7 4. Defendants represented Rappaport and Pintsopoulos as their attorneys
8 only in connection with China Intelligent Lighting and ZST Digital Networks, both
9 of which actions are pending in United States District Court for the Central District
10 of California. Defendants did not represent Rappaport or Pintsopoulos as their
11 attorneys in connection with NIVS IntelliMedia, pending in the United States
12 District Court for the Southern District of New York, because neither individual
13 was named as a defendant in that case.

14 5. All securities class action cases are subject to an automatic discovery
15 stay mandated by the Private Securities Litigation Reform Act of 1995
16 (“PSLRA”). The automatic discovery stay means that all discovery in federal
17 securities litigations is stayed until it is demonstrated to the Court that the
18 complaint is sufficiently pled under the PSLRA. Federal case law interpreting the
19 PSLRA has forced securities class action plaintiffs to meet a very high burden in
20 this scenario.

21 6. One of the core complaints by Plaintiffs is that Defendants never
22 disclosed to Plaintiffs the automatic discovery stay under the PSLRA. Not only
23 did Defendants not disclose the automatic stay, Defendants in breach of their duties
24 pursued at full-throttle overblown discovery at substantial costs to Plaintiffs.

25 7. During the course of the legal representation, Plaintiffs repeatedly
26 instructed Defendants to limit legal work deemed reasonably necessary.

27 8. Yet, no Defendant ever advised Plaintiffs about the PSLRA and that it
28 mandates an automatic discovery stay for the representations. Consequently,

1 Defendants did not inform Plaintiffs that the cost and burden to undertake
2 discovery activities was not reasonably necessary, at least until after the motion to
3 dismiss phase of the litigations. Instead, Defendants knowingly and purposely
4 billed Plaintiffs for massive amounts of needless document review activities that
5 were unnecessary and premature, at best, since Plaintiffs had anticipated and
6 pending dismissal motions on file with the respective courts.

7 9. Even without being appropriately advised of the PSLRA's mandatory
8 discovery stay, Plaintiffs instructed Defendants to stop conducting document
9 review because it was expensive and unnecessary. Instead of advising Plaintiffs
10 about the PSLRA discovery stay and heeding their requests to shut down the Wilk
11 Auslander LLP ("Wilk Auslander") billing machine, Defendants ignored Plaintiffs'
12 request that this unnecessary work be stopped and simply continued to
13 intentionally pad the bills.

14 10. Plaintiffs repeatedly objected to Defendants' mishandling of the
15 putative class action cases, by telephone, by email, and most recently, by letter
16 dated July 23, 2012 from WestPark's General Counsel to Auslander, in which
17 WestPark's General Counsel raises WestPark's claims of malpractice and
18 overbilling. In direct response to this communication, Wilk Auslander ran to the
19 Courthouse two days later on July 25, 2012 in New York and sued WestPark,
20 Rappaport, and Pintsopoulos in an effort to collect these unauthorized and
21 improperly billed fees, even though Defendants did not have a written engagement
22 letter with Rappaport and Pintsopoulos and they are guaranteed the right to
23 arbitrate fee disputes under California Business and Professions Code, section
24 6200 et seq., known as the Mandatory Fee Arbitration Act.

25 11. Defendant Wilk Auslander LLP and Defendants Auslander and
26 Shkolnik, members of that firm, breached the attorney-client privilege, the work
27 product doctrine, and ethical standards of confidentiality by attaching unredacted
28 invoices to the complaint and filing them publicly with the Supreme Court of the

1 State of New York, County of New York. Not only do these filings violate
2 Defendants' duty of confidentiality to Plaintiffs, but it materially impairs Plaintiffs'
3 defenses in the securities class actions because the unredacted invoices publicly
4 disclose litigation strategies and tactics Plaintiffs have deployed, considered
5 deploying, and may deploy in those actions. The California Rules of Professional
6 Conduct provide for the utmost protection of the confidential information of a
7 client. California Rules of Professional Conduct, Rule 3-100. The damages
8 caused by Defendants' misconduct will be proven at trial.

9 12. Defendants also committed professional malpractice by waiving, by
10 omission, no less than three legal arguments in a motion to dismiss a federal
11 securities class action complaint in China Intelligent Lighting that Defendants filed
12 on May 7, 2012 in the United States District Court for the Central District of
13 California. Defendants failed to assert a Fed. R. Civ. P. 9(b) argument and two
14 standing arguments even though these arguments were warranted legally.

15 13. Malpractice is also self-evident because the supervising partner, Jay
16 Auslander, did not bill one minute of time to working on the Motion to Dismiss
17 brief, even though he had a duty to Plaintiffs under the Wilk Auslander
18 engagement letter to supervise the work his firm was doing for WestPark.
19 Auslander not supervising his subordinates was possibly a cause in fact of
20 Defendant waiving three legal arguments, which seriously compromises
21 WestPark's and Rappaport's legal position in a high-stakes class action securities
22 litigation case.

23 14. Plaintiffs have demanded that Defendants return Plaintiffs' client files
24 in the three ongoing litigations, however, Defendants have refused to return the
25 client files in one of the litigations, in further violation of the applicable rules of
26 ethics.

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1 sufficient information to allow you to participate meaningfully in the development
2 of your matter; (iv) the right to have your legitimate objectives respected by your
3 attorney; and (v) the right to have your attorney conduct himself or herself
4 ethically in accordance with the Code of Professional Responsibility.

5 29. In or about May 2011, Plaintiffs told Defendants only to do the most
6 necessary legal work and to avoid any unnecessary work. Plaintiffs' legitimate
7 objective was to defend themselves in the three WestPark Matters in the most cost-
8 effective manner possible. Defendants simply ignored Plaintiffs' request and
9 embarked upon a course of massive overbilling for needless work.

10 30. In or about mid-August 2011, alarmed by the unexpected legal work,
11 Plaintiff Pintsopoulos asked Defendant Shkolnik to "slow down" on the work. In
12 mid-September 2011, Plaintiff Pintsopoulos again asked Defendant Shkolnik to
13 "slow down" on the work.

14 31. Defendant Shkolnik told Plaintiffs in mid-September 2011 that "most
15 of the fees recently incurred in these matters reflect associate time spent on what is,
16 as you know, a very large document review." Defendant Shkolnik further stated
17 that slowing down on the document review was "not recommended" and that
18 "reducing our hours by decreasing the amount of time presently spent on document
19 review" was "not our recommended method of approach." At no time did
20 Defendant Shkolnik, nor any other Defendant, inform Plaintiffs that in fact the
21 document review was entirely premature and unnecessary bill padding because all
22 discovery was in fact stayed in all three of the WestPark Matters pursuant to the
23 PSLRA's mandatory discovery stay.

24 32. Defendant Shkolnik flatly refused to stop or even slow down the
25 document review on the China Intelligent Lighting matter, informing Plaintiffs that
26 "we did not reduce document review time in CIL because, as we discussed, our
27 motion to dismiss is due on October 24." Defendant Shkolnik negligently advised
28 Plaintiffs that extensive document review work was needed in advance of a motion

1 to dismiss. No reasonably competent securities litigation attorney would have
2 given this advice.

3 33. The PSLRA contains a provision automatically staying all discovery
4 until after a federal securities litigation complaint survives a motion to dismiss.
5 See 15 U.S.C. 78u-4(b)(3)(B). The existence and effect of the PSLRA's discovery
6 stay was material to Plaintiffs.

7 34. Plaintiffs, who put their trust and confidence in their attorneys, were
8 unaware of the PSLRA automatic discovery stay and yielded to Shkolnik's
9 negligent and self-dealing advice.

10 35. As securities litigation counsel to Plaintiffs, Defendants owed
11 Plaintiffs duties of care commensurate with the specialized standards of legal
12 practice within this area. In the course of the relationship, there existed a fiduciary
13 relationship, wherein Plaintiffs reposed trust and confidence on Defendants and
14 each of them. Defendants and each of them accepted and acknowledged this
15 fiduciary responsibility to Plaintiffs regarding these matters.

16 36. An attorney's fiduciary duty owed to a client is particularly high in
17 regards to financial matters, such as billing. Here, Plaintiffs repeatedly informed
18 Defendants that only the most necessary work was to be done. Defendants put
19 their own financial interests ahead of Plaintiffs and ignored Plaintiffs' requests that
20 unnecessary legal work be avoided.

21 37. Defendants and each of them had a duty to Plaintiffs to advise them of
22 the existence and effect of the PSLRA discovery stay. Instead, acting on the basis
23 of a gross conflict of financial interest, Defendants concealed the existence of the
24 PSLRA discovery stay from Plaintiffs. In failing to advise Plaintiffs of the
25 existence and effect of the PSLRA discovery stay, and instead billing hundreds of
26 hours of document review and discovery-related activities during the pendency of
27 motions to dismiss the complaints in the WestPark Matters, Defendants violated
28 their duties of care, trust, and confidence owed to Plaintiffs.

1 38. Defendants and each of them had a duty to Plaintiffs to keep them
2 informed of the work that was being done on the WestPark Matters. Defendants
3 failed to keep Plaintiffs informed of the progress and status of the document review
4 and discovery-related activities that Defendants were performing. Defendants
5 never provided any work product to Plaintiffs concerning the document review and
6 discovery-related activities, and failed to respond to the Plaintiffs' inquiries, except
7 to harass Plaintiffs in their efforts to collect for their unwarranted fees and to
8 outright refuse Plaintiffs' requests to stop the unwarranted services.

9 39. Defendants moreover never advised Plaintiffs that because no
10 Requests for the Production of Documents had been served yet by the plaintiffs in
11 the WestPark Matters, as a result of the PSLRA automatic discovery stay, the
12 document review work was going to have to be repeated again for the production
13 of documents once the requests were served on WestPark.

14 40. Defendants never advised Plaintiffs that they were overbilling them
15 for unnecessary document review and discovery-related activities at a time when
16 the automatic PSLRA discovery stay was in place in all of the WestPark Matters.

17 41. Defendants researched and wrote motions to dismiss in the three
18 WestPark Matters and did not utilize any of the document review or discovery-
19 related work on those motions. They could not have, because motions to dismiss
20 are limited to the pleadings and the law.

21 42. Commencing in or about May 2011, at least Wilk Auslander partners
22 Auslander and Shkolnik, who had supervisory responsibility for the WestPark
23 Matters, were aware of their malpractice in connection with Defendants failure to
24 properly advise Plaintiffs about the existence and effect of the PSLRA discovery
25 stay, yet each failed to timely and fully inform their clients of this significant and
26 material fact affecting Plaintiffs' valuable rights as required by at least their duty to
27 keep the client informed and duty of loyalty to a client, resulting in further harm to
28 Plaintiffs.

1 43. In violation of the duties of care commensurate with the specialized
2 standards of legal practice within the securities litigation practice area, the
3 fiduciary duty to keep the client informed, and their duty of loyalty to a client,
4 Defendants intentionally failed to timely disclose to Plaintiffs this significant and
5 material fact affecting Plaintiffs' valuable rights, and instead intentionally and
6 actively embarked on a deceptive course of action by which Defendants, and each
7 of them, actively concealed from Plaintiffs the unnecessary and premature nature
8 of Defendants' negligent actions in connection with the document review and
9 discovery-related billings and activities.

10 44. Defendants intended to induce Plaintiffs' justifiable reliance on the
11 Defendant attorneys' advice and to continue to have Plaintiffs retain Defendants
12 for their legal services so they could each inflate and pad their hourly billings with
13 needless work. Plaintiffs in fact actually and reasonably relied on the Defendants'
14 failure to timely and fully notify Plaintiffs about the existence and effect of the
15 PSLRA automatic discovery stay.

16 45. In or around late spring or early summer 2012, Plaintiffs discovered
17 the existence of the PSLRA discovery stay and discovered that they had been
18 overbilled by Defendants for hundreds of thousands of dollars worth of
19 unnecessary document review and discovery-related activities. Prior to June 2012,
20 given Defendants' continued assurances, Plaintiffs' reposing of trust and
21 confidence in Defendants, and Plaintiffs' lack of knowledge of the law of securities
22 litigation, Plaintiffs could not have discovered through reasonable diligence the
23 effects of Defendants' concealment of the existence and effect of the PSLRA
24 discovery stay.

25 46. In advance of its retention, Wilk failed to disclose that it did not have
26 California licensed lawyers on staff and that WestPark would be forced to retain
27 local counsel.

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COUNT ONE
(LEGAL MALPRACTICE: PROFESSIONAL NEGLIGENCE)
(Against All Defendants)

47. Plaintiffs reallege and incorporate by reference herein each and every allegation set forth above.

48. Beginning in or about May 2011 and in the following twelve months thereafter, Defendants and each of them undertook to provide legal services for Plaintiffs in connection with the WestPark Matters. At all times, Defendants held themselves out as experts in the area of law dealing with the WestPark Matters for which Plaintiffs retained the services of Defendants. Plaintiffs and Defendants acted under an attorney/client relationship in which Defendants and each of them undertook to represent Plaintiffs.

49. Defendants and each of them were required to exercise the same legal skill as a reasonably competent attorney and to use reasonable care in determining and implementing a strategy to be followed to achieve Plaintiffs' legal goals.

50. Defendants in the course of rendering legal advice to Plaintiffs failed to exercise the legal skills as a reasonably competent attorney as set forth herein.

51. As a direct and proximate result of Defendants' malpractice, Plaintiffs sustained actual damages in an amount to be proven at trial.

COUNT TWO
(BREACH OF FIDUCIARY DUTY)
(Against All Defendants)

52. Plaintiffs reallege and incorporate by reference herein each and every allegation set forth above.

53. An attorney-client relationship is a fiduciary relationship of the very highest character.

1 54. By virtue of the attorney-client relationship that existed between
2 Defendants and Plaintiffs, Defendants, and each of them, owed to Plaintiffs a
3 fiduciary duty. The duty included zealous representation, the duty of loyalty, the
4 duty of confidentiality and other duties as set forth in the California Rules of
5 Professional Conduct and the New York Lawyer's Code of Professional
6 Responsibility.

7 55. Defendants, and each of them, violated and abused the trust and
8 confidence of Plaintiffs as set forth herein.

9 56. As a proximate result of the acts of Defendants described herein,
10 Plaintiffs have been damaged in an amount to be proven at trial.

11 57. The above-described actions by Defendants, and each of them, were
12 done with bad faith, malice, fraud, and oppression and with reckless disregard of
13 the likelihood that the harm would result in substantial damages to Plaintiffs.
14 Accordingly, Plaintiffs seek an award of punitive damages.

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COUNT THREE

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(DECLARATORY JUDGMENT)

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(Against All Defendants)

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58. Plaintiffs reallege and incorporate by reference herein each and every
allegation set forth above.

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59. Plaintiffs Rappaport and Pintsopoulos never entered into a written
engagement letter with Defendants.

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60. Defendants solicited Plaintiffs Rappaport and Pintsopoulos in the
State of California.

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61. Defendants represented Plaintiffs Rappaport and Pintsopoulos only in
connection with litigations pending the United States District Court for the Central
District of California.

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1 62. Defendants Auslander and Shkolnik sought and received pro hac vice
2 admission to represent Plaintiffs Rappaport and Pintsopoulos in the United States
3 District Court for the Central District of California.

4 63. California law, including but not limited to the California Rules of
5 Professional Conduct and the California Business and Professions Code, section
6 6200 et seq., known as the Mandatory Fee Arbitration Act, applies to Defendants.

7 64. Plaintiffs Rappaport and Pintsopoulos seek a declaratory judgment
8 that California law, including but not limited to the California Rules of
9 Professional Conduct and the California Business and Professions Code, section
10 6200 et seq., known as the Mandatory Fee Arbitration Act, applies to Defendants.

11
12 WHEREFORE, Plaintiffs demand judgment against Defendants, as follows:

- 13 (a) That Plaintiffs be award their actual damages, in an amount to be proven
14 at trial;
- 15 (b) That Plaintiffs be awarded their incidental and consequential damages, in
16 an amount to be proven at trial;
- 17 (c) That Plaintiffs be awarded such exemplary and punitive damages as
18 allowed by law;
- 19 (d) That Plaintiffs be awarded their costs, disbursements, and reasonable
20 attorneys' fees incurred in connection with this action;
- 21 (e) That Plaintiffs be awarded pre-judgment and post-judgment interest at
22 the maximum legal rate;
- 23 (f) That the Court declare that California law, including but not limited to
24 the California Rules of Professional Conduct and the California Business
25 and Professions Code, section 6200 et seq., known as the Mandatory Fee
26 Arbitration Act, applies to Defendants; and

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(g) That Plaintiffs be granted such other and further relief as the Court deems just and proper.

**WINGET SPADAFORA &
SCHWARTZBERG LLP**

Dated: August 27, 2012 By: / s/ Brandon Reif
Brandon S. Reif
David Maurer
Email: reif.b@wssllp.com
maurer.d@wssllp.com

Attorney for Plaintiffs
WESTPARK CAPITAL, INC.,
RICHARD A. RAPPAPORT, and
ANTHONY PINTSOPOULOS

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

I (a) PLAINTIFFS (Check box if you are representing yourself) WESTPARK CAPITAL, INC., a California corporation; RICHARD A. RAPPAPORT, an individual; and ANTHONY PINTSOPOULOS, an individual DEFENDANTS WILK AUSLANDER LLP, a New York limited liability partnership; JAY AUSLANDER, an individual, NATALIE SHKOLNIK, an individual; JULIE CILIA, an individual; BRADLEY RICE, an individual; ZACH GROSS, an individual; and DOES 1-10, inclusive (b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Brandon S. Reif (SBN 214706); David Maurer (SBN 111147), WINGET SPADAFORA & SCHWARTZBERG LLP, 1900 Avenue of the Stars, Suite 450, Los Angeles, CA 90067, Tel.: 310.836.4800 Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) 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 Citizen of Another State Citizen or Subject of a Foreign Country

IV. ORIGIN (Place an X in one box only.) V. REQUESTED IN COMPLAINT: JURY DEMAND: 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.) VII. NATURE OF SUIT (Place an X in one box only.)

CLASS ACTION under F.R.C.P. 23: 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.) Breach of Contract & Fiduciary Duty; Inducing Breach of Contract; Interference w/ Contract & Prospective Economic Relations; Fraud; Quantum Meruit; Unjust Enrich.

Table with 6 columns: OTHER STATUTES, GENERAL, TORTS, PRISONER, LABOR, REAL PROPERTY, IMMIGRATION, CIVIL RIGHTS, BANKRUPTCY, FORECLOSURE, PENALTY, SOCIAL SECURITY, FEDERAL TAX SUITS. Includes checkboxes for various legal categories like 400 State Reapportionment, 110 Insurance, 310 Airplane, 510 Motions to Vacate Sentence, 710 Fair Labor Standards Act, etc.

CV12-7364

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
Los Angeles	Florida

(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

(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	New York

* 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 August 27, 2011

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))