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

12 [Additional Counsel on Signature Page]

13 *Counsel for Plaintiff Nathaniel*
14 *Schwartz, on behalf of himself and*
15 *for all others similarly situated*

16 UNITED STATES DISTRICT COURT FOR THE
17 CENTRAL DISTRICT OF CALIFORNIA

18 NATHANIEL SCHWARTZ, on behalf of
19 himself and all others similarly situated,

20 Plaintiff,

21 vs.

22 LIGHTS OF AMERICA, INC., a
23 California Corporation, and DOES 1-10,

24 Defendants.

25 **CV11-01712** GHX (JUGX)
Case No. . . .

26 **CLASS ACTION**

BY FAX

27 COMPLAINT FOR:

- 28 1. VIOLATION OF THE FALSE ADVERTISING ACT (BUSINESS AND PROFESSIONS CODE §17500 et seq.);
- 2. VIOLATION OF THE UNFAIR COMPETITION LAW (BUSINESS AND PROFESSIONS CODE §17200 et seq.); and
- 3. VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT (CIVIL CODE §1750 et seq.).

JURY TRIAL DEMANDED

I/SZ
L/N

1 Plaintiff Nathaniel Schwartz (“Plaintiff”), acting on behalf of himself and all
2 other persons who purchased Defendant’s Light Emitting Diode (“LED”) products
3 during the relevant time frame, alleges as follows: Plaintiff’s allegations are based
4 on the investigation of counsel, including but not limited to reviews of advertising
5 and marketing material, public filings, articles, judicial actions, and other publicly
6 available information, and thus, on information and belief, except as to the
7 individual actions of Plaintiff, as to which Plaintiff has personal knowledge.

8 **JURISDICTION AND VENUE**

9 1. This Court has diversity jurisdiction over this class action pursuant to
10 28 U.S.C. § 1332, as amended by the Class Action Fairness Act of 2005, because
11 the matter in controversy exceeds \$5,000,000, exclusive of interest and costs, and is
12 a class action in which some members of the class are citizens of different states
13 than Defendant. *See* 28 U.S.C. § 1332(d)(2)(A).

14 2. This Court also has personal jurisdiction over Defendant because
15 Defendant is authorized to do business, and currently does business, in this state.

16 3. Venue is proper in this jurisdiction pursuant to 28 U.S.C. § 1391
17 because Defendant is headquartered in this District and is subject to personal
18 jurisdiction here, and a substantial portion of the conduct complained of herein
19 occurred in this District.

20 **THE PARTIES**

21 4. Plaintiff Nathaniel Schwartz purchased Defendant’s 2025LED-65K
22 LED Bulb from online retailer Amazon.com. Defendant represented this bulb as
23 having a Lumen Count equal to 113 Lumens, however, Defendant’s own expert,
24 Lighting Sciences, Inc., confirmed that this bulb only produced 76 Lumens.

25 5. Defendant Lights of America, Inc. (“LOA”) is a California Corporation
26 headquartered at 611 Reyes Drive, Walnut, California 91789.

27 6. Plaintiff does not know the true names or capacities of the persons or
28 entities sued herein as DOES 1 to 10, inclusive, and therefore sues such defendants

1 by such fictitious names. Plaintiff is informed and believes and thereon alleges that
2 each of the DOE defendants is in some manner legally responsible for the damages
3 suffered by Plaintiff and the members of the class as alleged herein. Plaintiff will
4 amend this Complaint to set forth the true names and capacities of these defendants
5 when they have been ascertained, along with appropriate charging allegations, as
6 may be necessary.

7 **FACTUAL ALLEGATIONS**

8 7. Since at least February 2008, and continuing thereafter, LOA has
9 advertised, marketed, promoted, distributed, offered for sale, and sold light emitting
10 diode (“LED”) lamps to retailers for sale to consumers. These LED lamps are screw
11 light bulbs that can be used in households in place of incandescent bulbs. Properly
12 manufactured LED lamps typically produce more light output (i.e., lumens, a
13 measure of brightness) with less wattage (i.e., energy use) than traditional
14 incandescent bulbs.

15 8. LOA sold its LED lamps through retailers located throughout the
16 United States and Canada, including Wal-Mart, Sam’s Club, ACE Hardware,
17 Costco, Kroger, as well as through other retail businesses. Consumers also could
18 purchase LOA’ LED lamps from the Internet websites of numerous retailers, such as
19 Amazon.com, Sam’s Club, and ACE Hardware.

20 9. LOA advertised, marketed, promoted, distributed, offered for sale, and
21 sold its LED lamps using claims: (1) comparing its LED lamps to incandescent watt
22 bulbs; (2) identifying the light output in lumens of its LED lamps; and (3) stating
23 that its LED lamps would last a specified number of hours.

24 10. LOA represented that its LED lamps would provide light output
25 equivalent to a particular watt incandescent bulb. For example, LOA claimed that its
26 LED lamps use low wattage and either replace or are comparable to higher watt
27 incandescent bulbs.

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1 11. Those representations included, but are not limited to, the following
 2 claims for the models listed below:

3		
4	a.	2001LED1O-65K
5		Replaces 25 watts, uses only 1 watt Replaces 20 watts, uses only 1 watt
6	b.	2001LED53IN-65K
7		Replaces 25 watts, uses only 1 watt Replaces 20 watts, uses only 1 watt
8	c.	2001LEDE53OUT-65K
9		Replaces 25 watts, uses only 1 watt Replaces 20 watts, uses only 1 watt
10	d.	2001LEDE26-65K
11		Replaces 25 watts, uses only 1 watt Replaces 20 watts, uses only I watt
12	e.	2002LEDP30-65K
13		Replaces 45 watts, uses only 3.5 watts
14	f.	2002LEDR30-65K
15		Replaces 45 watts, uses only 3.5 watts
16	g.	2003LEDP38-65K
17		Replaces 45 watts, uses only 5 watts
18	h.	2004LEDDL-35K
19		Replaces 45 watts, uses only 3.5 watts Replaces 40 watts, uses only 4 watts
20	i.	2025LED-30K
21		Replaces 40 watts, uses only 1.5 watts
22	j.	2025LED-65K
23		Replaces 40 watts, uses only 1.5 watts
24	k.	2025LEDE12-30K
25		Replaces 40 watts, uses only 1.5 watts
26	l.	2025LEDE12-65K
27		Replaces 40 watts, uses only 1.5 watts
28	m.	2026LED-30K
		Replaces 40 watts, uses only 1.5 watts
	n.	2026LED-65K
		Replaces 40 watts, uses only 1.5 watts

12. The claims described above also appeared in product brochures
 disseminated to retailers throughout the United States. Those representations
 included, but are not limited to, the following claims for the models listed below:

1	a.	2001LED1O-65K	Wattage: 1W, Incandescent Camparison: 25W
2			Wattage: 1 W, Incandescent Camparison: 20W
3	b.	2001LED53IN-65K	Wattage: 1 W, Incandescent Camparison: 25W
4			Wattage: 1W, Incandescent Camparison: 20W
5	c.	2001LED53OUT-65K	Wattage: 1W, Incandescent Camparison: 25W
6			Wattage: 1W, Incandescent Camparison: 20W
7	d.	2001LEDE26-65K	Wattage: 1W, Incandescent Camparison: 25W
8			Wattage: 1W, Incandescent Camparison: 20W
9	e.	2002LEDP30-65K	Wattage: 3.5W, Incandescent Camparison:
10			45W
11	f.	2002LEDR30-65K	Wattage: 3.5W, Incandescent Camparison:
12			45W
13	g.	2003LEDP38-65K	Wattage: 5W, Incandescent Camparison: 45W
14	h.	2004LEDDL-3 5K	Wattage: 3.5W, Incandescent Camparison:
15			45W
16			Wattage: 4W, Incandescent Camparison: 45W
17	i.	2025LED-30K	Wattage: 1.5W, Incandescent Camparison:
18			40W
19	j.	2025LED-65K	Wattage: 1.5W, Incandescent Camparison:
20			40W
21	k.	2025LEDE12-30K	Wattage: 1.5W, Incandescent Camparison:
22			40W
23	l.	2025LEDE12-65K	Wattage: 1.5 W, Incandescent Camparison:
24			40W
25	m.	2026LED-30K	Wattage: 1.5W, Incandescent Camparison:
26			40W
27	n.	2026LED-65K	Wattage: 1.5W, Incandescent Camparison:
28			

		40W
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13. In addition to the “incandescent comparison [sic]” claims described above, LOA’s product brochures included pictures of product packaging that indicated that its LED lamp “replaces” a much higher wattage incandescent bulb and “uses only” a much lower wattage than that bulb.

14. A typical 20-watt incandescent bulb’s light output is 150 lumens. A typical 25-watt incandescent bulb’s light output is 200 lumens. A typical 40-watt incandescent bulb’s light output is 450 lumens. A typical 45-watt incandescent bulb’s light output is 510 lumens.

15. LOA’s own testing, as well as testing done by the Federal Department of Energy (“DOE”), however, demonstrated that LOA’s LED lamps produced significantly less light output than a typical incandescent light bulb at the wattage represented in LOA’s promotional materials.

LOA’s Testing Results

16. LOA began selling its LED lamps as early as February 2008, but did not procure any testing for many, if not all, models until December 2008. LOA produced testing results from Lighting Sciences, Inc. (“LSI”) for ten of the fourteen LED lamp models identified in Paragraphs 10-11 above, for which LOA made watt equivalency claims. LOA’s testing for the ten LED models did not substantiate LOA’s watt equivalency claims. In fact, the LSI testing results contradicted LOA’s claims.

17. The lumen output identified in the LSI testing results are below the light output for a typical incandescent watt bulb, to which LOA compared these models.

	<u>Model</u>	<u>Watt Equivalency Claim</u>	<u>Watt Light Output</u>	<u>Typical Testing Results/Date</u>
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			(in lumens)	(in lumens)	
1					
2	a.	2001LEDE26- 65K	20/25 Watts	150/200	30.6
3					
4	b.	2002LEDR30- 65K	45 Watts	510	172
5					
6	c.	2003LEDP38-65K	45 Watts	510	282
7	d.	2004LEDDL-35K	40/45 Watts	450/510	201/(3-26-2009)
8	e.	2025LED-30K	40 Watts	450	41/(12-17-2008)
9	f.	2025LED-65K	40 Watts	450	76/(12-17-2008)
10	g.	2025LEDE 12- 30K	40 Watts	450	76/(12-17-2008)
11					
12	h.	2025LEDE12- 65K	40 Watts	450	74/(12-17-2008)
13					
14	i.	2026LED-30K	40 Watts	450	43/(12-17-2008)
15	j.	2026LED-65K	40 Watts	450	84/(12-17-2008)

16

17 18. LOA did not have any testing that measured the lumen output of the

18 following LED lamps:

- 19 a. 2001 LED 10-65K
- 20 b. 2001LED53IN-65K
- 21 c. 2001LEDE53OUT-65K
- 22 d. 2002LEDP30-65K

23 **CALIPER Testing**

24 19. DOE conducted testing of several of LOA's LED lamps through its

25 Commercially Available LED Product Evaluation and Reporting Program

26 ("CALIPER"), an independent testing program that evaluates the performance of

27 LED lamps. DOE purchases LED lamps from retail stores, conducts tests, shares the

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1 results with the manufacturers and invites them to comment, makes the reports
2 available to the public, and releases Summary Reports on its website. *See*
3 http://www1.eere.energy.gov/buildings/ssl/caliper_faq.html.

4 20. In August 2008 and in June 2009, DOE conducted CALIPER testing on
5 six of LOA's LED lamp models. This testing showed that LOA's LED lamps
6 produced less light output than the incandescent watt bulbs to which LOA's LED
7 lamps were compared.

	<u>Model</u>	<u>Watt Equivalency Claim</u>	<u>Watt Light Output (in lumens)</u>	<u>CALiPER Testing Date (in lumens)</u>
13	a. 2001LED53OUT- 65k	20/25 Watts	150/200	26.8-29.9/ August 2008
15	b. 2003LEDP38-65K	45 Watts	510	122-177/ August 2008
17	c. 2004LEDDL-35K	45 Watts	510	140-143/August 2008
19	d. 2002LEDR30- 65K	45 Watts	510	179-189/June 2009
21	e. 2003LEDP38-65K	45 Watts	510	268-302/June 2009
23	f. 2025LEDE12- 30K	40 Watts	450	66-67/June 2009

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26 21. In September 2008, DOE published the Summary Report for the
27 August 2008 testing round, which included the testing of LOA's LED lamps. In
28 October 2009, DOE published the Summary Report for the June 2009 testing round,

1 which included testing of LOA's LED lamps. DOE distributed the September 2008
2 and October 2009 Summary Reports via a DOE email listserv that included LOA's
3 Vice President of Sales and Marketing, Brian Halliwell, as well as other senior LOA
4 employees.

5 22. In summarizing the results from the 2008 round of testing that included
6 LOA LED products and other manufacturers' products, DOE explained that "[i]n
7 almost every case where product literature compares an SSL [LED] product to
8 traditional products, the comparisons are highly overstated and misleading." *See*
9 U.S. Dep't of Energy, CALIPER Summary Report, DOE Solid-State Lighting
10 CALIPER Program, Summary of Results: Round 6 of Product Testing, at 20 (Sept.
11 2008).

12 23. From February 2008 until at least August 2009, LOA made watt
13 equivalency claims, including, but not limited to, those identified in Paragraphs 10-
14 11 above, in its promotional materials for most, if not all, LOA LED lamps. LOA
15 continued to make these claims even after receiving test results that contradicted its
16 claims.

17 24. For at least ten months after receiving the 2008 CALIPER test results
18 from DOE, LOA made claims that its LED lamps used low wattage, but replaced
19 significantly higher wattage incandescent bulbs, including but not limited to the
20 claims identified in Paragraph 16, on most, if not all, of its product packaging.

21 25. As recently as December 8, 2010, models 2002LEDR30-65K,
22 2003LEDP38-65K, and 2025LEDE12-30K were being sold on the Internet at
23 Amazon.com, with incandescent bulb watt equivalency claims like those in
24 Paragraphs 10-11 above. In October 2010, models 2003LEDP38-65K,
25 2004LEDDL, and 2026LEDE26-30K were being sold on the Internet at Sam's Club
26 with incandescent bulb watt equivalency claims like those in Paragraphs 10-11
27 above.
28

1	c.	2025LEDE 12-65K	113	74
2	d.	2026LED-30K	81 and 90	43

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 4 30. In August 2008 and in June 2009, DOE conducted CALIPER testing on
 5 several of LOA’s LED lamp models. This testing showed that LOA’s lumen output
 6 representations, as detailed in Paragraph 28 (e) & (f), were false and
 7 unsubstantiated.

8	Model	Lumen Claim	CALIPER Testing (in lumens)
9			
10			
11	e.	2004LEDDL-35K	201
12	f.	2025LEDE12-30K	76 and 90
13			140 and 143
14			66-67

15 31. LOA made lumen representations in its promotional materials for LED
 16 lamps from July 2009 to the present.

17 **Lifetime Claims**

18 32. In numerous instances, LOA represented that its LED lamps would last
 19 tens of thousands of hours, usually providing a specific number of hours.

20 33. These lifetime claims appeared on product packaging for all LED
 21 models LOA sold between February 2008 through August 2009, and for numerous
 22 models sold after August 2009. The representations included, but are not limited to,
 the following claims for the models listed below:

23	a.	2001LED53OUT-65K	30,000 Hour Life (Life rating of LED’s); “You’ll never change your bulbs again.”
24			
25	b.	2001LEDE26-65K	30,000 Hour Life (Life rating of LED’s); “You’ll never change your bulbs again.”*** Rated Life: 20,000 hours; LASTS 10 TIMES
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		LONGER [graphic: picture of a large LED light bulb equal to 10 small incandescent light bulbs] than 3,000 hour incandescent bulbs.
c.	2002LEDP30-65K	30,000 Hour Life (Life rating of LED's); "You'll never change your bulbs again." Rated Life: 20,000 hours; LASTS 10 TIMES LONGER [graphic: picture of a large LED light bulb equal to 10 small incandescent light bulbs] than 2,000 hr incandescent bulbs.
d.	2002LEDR30-65K	30,000 Hour Life (Life rating of LED's); "You'll never change your bulbs again." 30,000 Hour Life (Life rating of LED's); LASTS 15 TIMES LONGER [graphic: picture of a large LED light bulb equal to 15 small incandescent light bulbs] than 2,000 hour incandescent bulbs. Rated Life: 20,000 hours; LASTS 10 TIMES LONGER [graphic: picture of a large LED light bulb equal to 10 small incandescent light bulbs] than 2,000 hr incandescent bulbs.
e.	2003LEDP38-65K	30,000 Hour Life (Life rating of LED's); "You'll never change your bulbs again."*** LASTS 10 TIMES LONGER [graphic: picture of a large LED light bulb equal to 10 small incandescent light bulbs] than 3,000 hour incandescent bulbs Rated Life: 20,000 hours; LASTS 10 TIMES LONGER [graphic: picture of a large LED light bulb equal to 10 small incandescent light bulbs] than 2,000 hour

1		incandescent bulbs.
2	f.	2004LEDDL-35K
3		30,000 Hour Life (Life rating of LED's);
4		"You'll never change your bulbs again."***
5		Rated Life: 30,000 Hours; LASTS 20 TIMES
6		LONGER [graphic: picture of a large LED light
7		bulb equal to 20 small incandescent light bulbs]
8		than 1,500 hour incandescent bulbs. Rated Life:
9		20,000 hours; LASTS 10 TIMES LONGER
10		[graphic: picture of a large LED light bulb equal
11		to 10 small incandescent light bulbs] than 2,000
12	g.	2025LED-30K
13		30,000 Hour Life (Life rating of LED's);
14		"You'll never change your bulbs again."***
15		Rated Life: 30,000 hours; LASTS 15 TIMES
16		LONGER [graphic: picture of a LED light bulb
17		equal to 15 small incandescent light bulbs] than
18	h.	2025LED-65K
19		20,000 Hour Life (Life rating of LED's);
20		"You'll never change your bulbs again."***
21		Rated Life: 20,000 hours; LASTS 10 TIMES
22		LONGER [graphic: picture of a LED light bulb
23		equal to 10 small incandescent light bulbs] than
24	i.	2025LEDE12-30K
25		30,000 Hour Life (Life rating of LED's);
26		"You'll never change your bulbs again."***
27		Rated Life: 30,000 hours; LASTS 15 TIMES
28		LONGER [graphic: picture of a LED light bulb
		equal to 15 small incandescent light bulbs] than

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		2,000 hour incandescent bulbs. Rated Life: 20,000 hours; LASTS 10 TIMES LONGER [graphic: picture of a LED light bulb equal to 10 small incandescent light bulbs] than 2,000 hour incandescent bulbs.
j.	2025LEDE12-65K	30,000 Hour Life (Life rating of LED's); "You'll never change your bulbs again."*** Rated Life: 30,000 hours; LASTS 15 TIMES LONGER [graphic: picture of a LED light bulb equal to 15 small incandescent light bulbs] than 2,000 hour incandescent bulbs.
k.	2025TLEDE12-30K	Rated Life: 20,000 hours; LASTS 10 TIMES LONGER [graphic: picture of a LED light bulb equal to 10 small incandescent light bulbs] than 2,000 hour incandescent bulbs.
l.	2026LED-30K	30,000 Hour Life (Life rating of LED's); "You'll never change your bulbs again."*** Rated Life: 30,000 hours; LASTS 15 TIMES LONGER [graphic: picture of a LED light bulb equal to 15 small incandescent light bulbs] than 2,000 hour incandescent bulbs
m.	2026LED-65K	30,000 Hour Life (Life rating of LED's); "You'll never change your bulbs again."*** Rated Life: 30,000 hours; LASTS 10 TIMES LONGER [graphic: picture of a LED light bulb equal to 10 small incandescent light bulbs] than 3,000 hour incandescent bulbs.
n.	2035LED-30K	Rated Life: 20,000 hours; LASTS 10 TIMES

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		<p>LONGER [graphic: picture of a LED light bulb equal to 10 small incandescent light bulbs] than 2,000 hour incandescent bulbs. [The asteriks in the above quotations refer to the following sentence appearing on the packaging.]</p> <p>***Statement based on the minimum # of times the led [sic] bulb needs to be changed.</p>
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34. Representations regarding lifetime claims also appeared in LOA’s product brochures. These representations included, but are not limited to, the lifetime claims for the models listed below:

a.	2001LED 10-65K	BULB LIFE HOURS: 30,000
b.	2001LED53IN-65K	BULB LIFE HOURS: 30,000
c.	2001LED53OUT-65K	BULB LIFE HOURS: 30,000
d.	2001LEDE26-65K	BULB LIFE HOURS: 30,000
e.	2002LEDP30-65K	BULB LIFE HOURS: 30,000
f.	2002LEDR30-65K	BULB LIFE HOURS: 30,000
g.	2003LEDP38-65K	BULB LIFE HOURS: 30,000
h.	2004LEDDL-35K	BULB LIFE HOURS: 30,000
i.	2025LED-30K	BULB LIFE HOURS: 30,000
j.	2025LED-65K	BULB LIFE HOURS: 30,000
k.	2025LEDE12-30K	BULB LIFE HOURS: 30,000
l.	2025LEDE12-65K	BULB LIFE HOURS: 30,000
m.	2026LED-30K	BULB LIFE HOURS: 30,000
n.	2026LED-65K	BULB LIFE HOURS: 30,000

35. LOA did not test any of its individual LED lamp models to support its

1 lifetime claims.

2 36. In 2009, DOE’s CALIPER program conducted testing to evaluate the
 3 lifetime claims for LOA’ models 2002LEDR30-65K, 2003LEDP38-65K, and
 4 2025LEDE12-30K by testing six samples of each model. DOE sent these results to
 5 LOA on September 22, 2009.

6 37. LED lamps do not fail in the same manner as incandescent bulbs. LED
 7 lamp light output decreases over time, and LED lamp lifetime is defined by how
 8 long it provides an acceptable light output. LED lamp life is defined by the
 9 operating time for the LED lamp to reach two performance criteria, L70 and L50.
 10 *See Alliance for Solid-State Illumination Systems and Technologies (“ASSIST”),*
 11 *Lighting Research Center, Rensselaer Polytechnic Institute, LED Life for General*
 12 *Lighting: Life Definition, Vol. 1, Issue 1, at 4 (2005).* In most cases, industry
 13 practice measures general lighting products’ LED lamp lifetime by calculating the
 14 number of hours before the LED lamp light output depreciates by 30 percent. This is
 15 generally referred to as the L70 measurement, i.e., the number of hours of operation
 16 until the light output reaches 70 percent of initial light output.

17 38. In some cases, industry practice measures lighting products’ LED lamp
 18 lifetime by calculating the number of hours before the LED lamp light output
 19 depreciates by 50 percent. This is generally referred to as the L50 measurement, i.e.,
 20 the number of hours of operation until the light output reaches 50 percent of initial
 21 light output.

22 39. The actual number of lifetime hours for LOA’s CALIPER-tested LED
 23 lamps using the L70 lumen depreciation measurement were as follows:

	Model	Lifetime Claim (in hours)	CALIPER-Tested L70 Lifetime (in hours)
a.	2002LEDR30-65K	30,000	380

1	b.	2003LEDP38-65K	30,000	270
2	c.	2025LEDE12-30K	30,000	110

3
4 40. The actual number of lifetime hours for LOA’s CALIPER-tested LED
5 lamps using the L50 lumen depreciation measurement were as follows:

6	Model	Lifetime Claim	CALiPER Tested L50	
7		(in hours)	Lifetime	
8			(in hours)	
9				
10	a.	2002LEDR30-65K	30,000	600
11	b.	2003LEDP38-65K	30,000	435
12	c.	2025LEDE12-30K	30,000	230

13
14 41. The results in Paragraphs 41 and 42 above demonstrate the falsity of
15 LOA’s lifetime claims under either the L70 or L50 measurement. The 2009 DOE
16 CALIPER testing contained the following conclusions for various LOA LED
17 models:

- 18 a. 2002LEDR30-65K’s light output depreciated approximately 70 percent from
19 its initial light output after 1,000 hours;
- 20 b. 2003LEDP38-65K’s light output depreciated approximately 78 percent from
21 its initial light output after 1,000 hours; and
- 22 c. 2025LEDE12-30K’s light output depreciated approximately 90 percent from
23 its initial light output after 1,000 hours.

24 42. DOE characterized the light output depreciation identified in
25 Paragraphs 41, 42, and 43 above as “exceedingly poor long-term performance,” and
26 that the results do “not appear typical across products on the market.” *See* U.S.
27 Dep’t of Energy, GALIPER Summary Report, DOE Solid-State Lighting CALIPER
28 Program, Summary of Results: Round 9 of Product Testing, at 28 (Oct. 2009).

1 43. DOE further noted that out of the fifteen LED lamp products tested to
2 date, which included three LOA lamps and twelve from other manufacturers, LOA's
3 lamps "are the only products which have exhibited light output falling below 95% of
4 initial light output within the first 1000 hours." *Id.*

5 44. LOA received numerous consumer complaints about the lifetime of
6 many of its LED lamp models. Those complaints included, but are not limited to,
7 complaints about the lifetime of the following models: 2002LEDR30-65K,
8 2003LEDP38-65K, 2004LEDDL, 2025LEDE12-30K, and 2026LEDE26-30K.

9 45. In October 2009, LOA agreed to provide refunds to Costco customers
10 who had purchased certain LED lamp models. In a letter sent to consumers at that
11 time, LOA stated that it was providing refunds because of test results "indicating
12 that the life rating on the package is incorrect and that the actual life of the product
13 is less than that which is stated on the package."

14 46. Each of the models identified above continued to be sold after August
15 2009. Eleven months later, in August 2010, models 2002LEDR30-65K,
16 2003LEDP38-65K, 2004LEDDL, and 2025LEDE12-30K, were being sold on the
17 Internet at Amazon.com, with representations that they lasted 30,000 hours.
18 Fourteen months later, in October 2010, models 2003LEDP38-65K, 2004LEDDL,
19 and 2026LEDE26-30K were being sold on the Internet at Sam's Club, with
20 representations that they lasted 30,000 hours.

21 **CLASS ACTION ALLEGATIONS**

22 47. Plaintiff will seek certification of a class or classes under Federal Rule
23 of Civil Procedure 23.
24 Procedure 23.

25 48. Plaintiff's claims are brought on behalf of a class consisting of all
26 persons in the United States who purchased any of LOA'S LED products, within the
27 statutory limitations periods applicable to the herein-alleged causes of action
28 (including, without limitation, the period following the filing of this action).

1 Defendant's representations and omissions were material and resulted in damage to
2 each and every member of the class, as alleged above.

3 49. The exact number of members of the class is not known, but given
4 published reports as to LOA's sales, which are in the hundreds of millions of
5 dollars, it is reasonable to presume that the class is so numerous that joinder of
6 individual members is impracticable.

7 50. There are common questions of law and fact in the action that relate to
8 and affect the rights of each member of the class, namely, whether the false,
9 misleading, unfair, and unlawful activities ascribed to Defendant's marketing
10 campaign, as alleged above, are actionable under applicable legal theories.

11 51. The relief sought is common to the class. For example, Plaintiff and
12 each affected class member will be entitled, under the Unfair Competition Law, to,
13 among other things, restitution of money that Defendant wrongfully acquired from
14 them through its practices, and to potential damages under other causes of action.

15 52. The claims of Plaintiff, who is a representative of the class, are typical
16 of the claims of the class. The claims of all members depend upon a showing of the
17 acts and omissions of Defendant described herein, giving rise to the right of Plaintiff
18 to the relief sought.

19 53. There is no conflict between Plaintiff and other members of the class
20 with respect to this action, or with respect to the claims for relief as set forth herein.

21 54. Plaintiff is the representative party for the class. Plaintiff is able to and
22 will fairly and adequately protect the interests of the class. Counsel for Plaintiff are
23 experienced and capable in the field of consumer protection litigation. They have
24 successfully prosecuted claims in other, similar litigation.

25 55. Certification of the class is appropriate under applicable law. The
26 questions of law and fact common to the members of the class predominate over any
27 questions affecting only individual members. A class action is superior to other
28

1 available methods for the fair and efficient adjudication of the controversy, and will
2 create a substantial benefit to both the public and the courts because:

- 3 • the costs of prosecuting the action individually will vastly exceed the
4 costs for prosecuting the case as a class action;
- 5 • class certification will obviate the necessity of a multiplicity of claims;
- 6 • it is desirable to concentrate the litigation of these claims in this forum;
- 7 and
- 8 • unification of common questions of fact and law in a single proceeding
9 before this Court will reduce the likelihood of inconsistent rulings,
10 opinions, and decisions.

11 56. A class action is a superior means of fairly and efficiently resolving this
12 dispute. Members of the class almost invariably lack the means to pay attorneys to
13 prosecute their claims individually. Given the complexity of the issues presented
14 here, individual claims are not sufficiently sizeable to attract the interest of highly
15 able and dedicated attorneys who will prosecute them on a contingency basis. A
16 class action is therefore essential to prevent a failure of justice.

17 57. Notice to the putative class may be accomplished through publication,
18 records maintained by store rewards card programs, records maintained by
19 Defendant, signs or placards at points-of-sale, or other forms of distribution, if
20 necessary.

21 **FIRST CAUSE OF ACTION**

22 ***Business and Professions Code § 17500***

23 **(Violation of the False Advertising Act)**

24
25 58. Plaintiff hereby incorporates, as if set forth fully herein, each and every
26 preceding and subsequent allegation in this complaintfull, paragraphs 1 – 57, above.

27 59. *Business and Professions Code § 17500* provides that “[i]t is unlawful
28 for any ... corporation ... with intent ... to dispose of ... personal property ... to induce

1 the public to enter into any obligation relating thereto, to make or disseminate or
2 cause to be made or disseminated ... from this state before the public in any state, in
3 any newspaper or other publication, or any advertising device, or by public outcry or
4 proclamation, or in any other manner or means whatever, including over the
5 Internet, any statement ... which is untrue or misleading, and which is known, or
6 which by the exercise of reasonable care should be known, to be untrue or
7 misleading....”

8 60. Defendant misleads consumers by making untrue statements and failing
9 to disclose what is required, as stated in the Code and as alleged above.

10 61. As a direct and proximate result of Defendant’s misleading and false
11 advertising, Plaintiff and the members of the Class have suffered injury in fact and
12 have lost money or property.

13 62. The misleading and false advertising described herein presents a
14 continuing threat to Plaintiff and the Class, in that Defendant persists and continues
15 to engage in these practices, and will not cease doing so unless and until forced to
16 do so by this Court. Defendant’s conduct will continue to cause irreparable injury to
17 Plaintiff and the Class unless enjoined or restrained.

18 **SECOND CAUSE OF ACTION**

19 **Business and Professions Code § 17200, et seq.**

20 **(Violation of the Unfair Competition Law)**

21 63. Plaintiff hereby incorporates, as if set forth fully herein, each and every
22 preceding and subsequent allegation in this complaint, paragraphs 1 – 57, above.

23 64. California Business and Professions Code § 17200, *et seq.* (the “Unfair
24 Competition Law” or “UCL”) authorizes private lawsuits to enjoin acts of “unfair
25 competition,” which includes any unlawful, unfair, or fraudulent business practice.

26 65. The UCL imposes strict liability. Plaintiffs need not prove defendant
27 intentionally or negligently engaged in unlawful, unfair or fraudulent business
28 practices—but only that such practices occurred.

1 66. The material misrepresentations, concealments, and non-disclosures by
2 LOA, as part of the marketing of its LED products, are unlawful, unfair, and
3 fraudulent business practices that are prohibited by the UCL.

4 67. In carrying out such marketing, Defendant has violated the Consumer
5 Legal Remedies Act, the False Advertising Law, and various other laws,
6 regulations, statutes, and/or common law duties. Defendant's business practices
7 alleged herein, therefore, are unlawful within the meaning of the UCL.

8 68. The harm to Plaintiff and other members of the class outweighs the
9 utility of Defendant's practices and, consequently, Defendant's practices, as set
10 forth fully above, constitute an unfair business act or practice within the meaning of
11 the UCL.

12 69. Defendant's practices are additionally unfair because they have caused
13 Plaintiff and other members of the class substantial injury, which is not outweighed
14 by any countervailing benefits to consumers or to competition, and is not an injury
15 the consumers themselves could have reasonably avoided.

16 70. Defendant's practices, as set forth above, have misled the general
17 public in the past and will mislead the general public in the future. Consequently,
18 Defendant's practices constitute an unfair business practice within the meaning of
19 the UCL.

20 71. Pursuant to Cal. Bus. & Prof. Code § 17204, an action for unfair
21 competition may be brought by any "person . . . who has suffered injury in fact and
22 has lost money or property as a result of such unfair competition." Defendant's
23 wrongful misrepresentations and omissions have directly and seriously injured
24 Plaintiff and other members of the class by causing them to purchase LOA products
25 based upon false and misleading claims.

26 72. The unlawful, unfair, and fraudulent business practices of Defendant
27 are ongoing and present a continuing threat that members of the public will be
28 misled into purchasing LOA's LED products.

1 seeks and is entitled to an order enjoining Defendant from continuing to engage in
2 the unfair and deceptive business practices alleged herein.

3 78. Pursuant to Section 1782 of the CLRA, Plaintiff intends to notify
4 Defendant in writing of the particular violations of Section 1770 of the CLRA (the
5 “Notice Letter”). If Defendant fails to comply with Plaintiff’s demands within
6 thirty days of receipt of the Notice Letter, pursuant to Section 1782 of the CLRA,
7 Plaintiff will amend this Complaint to further request damages under the CLRA.

8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, Plaintiff, individually and on behalf of all others similarly
10 situated, prays for relief and judgment as follows:

11 1. For preliminary and permanent injunctive relief enjoining LOA, its
12 agents, servants and employees, and all persons acting in concert with them, from
13 engaging in, and continuing to engage in, the unfair, unlawful and/or fraudulent
14 business practices alleged above, and any business practices that may yet be
15 discovered in the prosecution of this action;

16 2. For certification of the putative class;

17 3. For restitution and disgorgement of all money or property wrongfully
18 obtained by LOA by means of its herein-alleged unlawful, unfair, and fraudulent
19 business practices;

20 4. For an accounting by Defendant for any and all profits derived by
21 Defendant from its herein-alleged unlawful, unfair, and/or fraudulent conduct and/or
22 business practices;

23 5. For attorneys’ fees and expenses pursuant to all applicable laws
24 including, without limitation, Code of Civil Procedure §1021.5, the CLRA, and the
25 common law private attorney general doctrine;

26 6. For costs of suit; and

27 7. For such other and further relief as the Court deems just and proper.
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all causes of action so triable.

Date: February 25, 2011

Respectfully submitted,

KIRTLAND & PACKARD LLP

Michael Louis Kelly

Behram V. Parekh

Heather M. Peterson

By: 

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*Counsel for Plaintiff and all others
similarly situated*

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

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

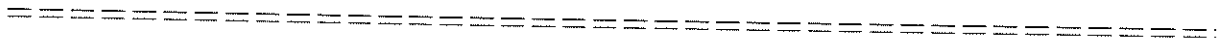
This case has been assigned to District Judge George King and the assigned discovery Magistrate Judge is Jay C. Gandhi.

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

CV11- 1712 GHK (JCGx)

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

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



NOTICE TO COUNSEL

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

Subsequent documents must be filed at the following location:

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

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

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

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

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NATHANIEL SCHWARTZ, on behalf of
himself and all others similarly
situated

PLAINTIFF(S)

CASE NUMBER
CV11-01712 GHK(JCGX)

v.

LIGHTS OF AMERICA, INC., a California
Corporation, and DOES 1-10

DEFENDANT(S).

SUMMONS

TO: DEFENDANT(S): LIGHTS OF AMERICA, INC.

A lawsuit has been filed against you.

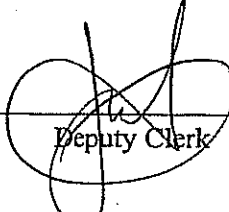
Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Michael Louis Kelly, whose address is Kirtland & Packard LLP, 2361 Rosecrans Ave, 4th Fl, El Segundo, CA 90245. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

FEB 25 2011

Dated: _____

By: _____


Deputy Clerk
(Seal of the Court)

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

COPY

BY FAX

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

<p>I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) NATHANIEL SCHWARTZ, on behalf of himself and all others similarly situated</p>	<p>DEFENDANTS LIGHTS OF AMERICA, INC., a California Corporation, and DOES 1-10</p>
<p>(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Behram V. Parekh Kirtland & Packard LLP 2361 Rosecrans Avenue, Fourth Floor El Segundo, CA 90245 (310) 536-1000</p>	<p>Attorneys (If Known)</p>

<p>II. BASIS OF JURISDICTION (Place an X in one box only.)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td colspan="2"></td> <td>Incorporated or Principal Place of Business in this State</td> <td colspan="2"></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td colspan="2"></td> <td>Incorporated and Principal Place of Business in Another State</td> <td colspan="2"></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> <tr> <td colspan="2"></td> <td>Foreign Nation</td> <td colspan="2"></td> </tr> </table>	PTF	DEF		PTF	DEF	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Citizen of This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4			Incorporated or Principal Place of Business in this State			<input type="checkbox"/> 2	<input type="checkbox"/> 2	Citizen of Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5			Incorporated and Principal Place of Business in Another State			<input type="checkbox"/> 3	<input type="checkbox"/> 3	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 6	<input type="checkbox"/> 6			Foreign Nation		
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<p>IV. ORIGIN (Place an X in one box only.)</p> <p><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 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge</p>																																				

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

CLASS ACTION under F.R.C.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ _____

VI. **CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 Jurisdictional Statute - Class Action Fairness Act, 28 USC Section 1332(d)(2)(A)

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

<p>OTHER STATUTES</p> <p><input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes</p>	<p>CONTRACT</p> <p><input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise</p> <p>REAL PROPERTY</p> <p><input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property</p>	<p>TORTS</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p>IMMIGRATION</p> <p><input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions</p>	<p>TORTS</p> <p>PERSONAL PROPERTY</p> <p><input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability</p> <p>BANKRUPTCY</p> <p><input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p>CIVIL RIGHTS</p> <p><input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights</p>	<p>PRISONER PETITIONS</p> <p><input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition</p> <p>FORFEITURE/PENALTY</p> <p><input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other</p>	<p>LABOR</p> <p><input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act</p> <p>PROPERTY RIGHTS</p> <p><input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark</p> <p>SOCIAL SECURITY</p> <p><input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(e))</p> <p>FEDERAL TAX SUITS</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609</p>
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CV 11-01712

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): 8:10-CV-01333-JVS-MLG

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

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

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

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

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

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

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


(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles - All Claims	

* 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 February 25, 2011
Behram V. Parekh

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))