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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
RIVERSIDE

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - EASTERN DIVISION

15 CITY OF TEMECULA, a municipal corporation,
16
17 Plaintiff,
18 v.
19 PECHANGA BAND OF LUISEÑO INDIANS,
20 Defendant.

CV 10 - 07978 DSF (VBK) Case No.

COMPLAINT FOR BREACH OF TRIBAL-STATE GAMING COMPACT AND FOR DECLARATORY AND INJUNCTIVE RELIEF

22 STATE OF CALIFORNIA, ARNOLD SCHWARZENEGGER, Governor of the
23 State of California; EDMUND G. BROWN, JR., Attorney General of the
24 State of California; CALIFORNIA GAMBLING CONTROL
25 COMMISSION; and ROES 1-10, inclusive,
26
27 Real Parties in Interest.

1 Plaintiff, City of Temecula, hereby alleges as follows:
2

3 **INTRODUCTION**

4 1. This lawsuit is brought to compel the Pechanga Band of Luiseño Indians
5 (“Tribe”) to fulfill its obligation to mitigate the direct and indirect physical changes
6 in the off-reservation environment created by the expansion of its Casino adjacent to
7 the City of Temecula (“City”) as required by the Tribal-State Compact between the
8 Tribe and the State of California.

9 A. The State and the Tribe negotiated and approved a Tribal-State
10 Compact in 1999 (“Original Compact”) that authorized Class III
11 Gaming (Las Vegas-style slot machines) at the Tribe’s Casino. In
12 2006, the Legislature approved an Amendment to the Compact
13 (“2006 Amended Compact”) that was approved by the voters at a
14 state-wide referendum election held in February 2008. The
15 Original Compact limited the Tribe to 2,000 Gaming Devices
16 (Las Vegas-style slot machines) in its Casino.

17 B. The obligation to mitigate local, off-reservation impacts is one of
18 the cornerstones of the Compact and particularly the 2006
19 Amended Compact. As stated in the preamble of the 2006
20 Amended Compact, one of the purposes of the Amendment was
21 for the Tribe “to enter into arrangements to mitigate to the extent
22 practicable the off-reservation environmental and direct fiscal
23 impacts of its Gaming Facility on local communities and local
24 governments. . . .”

25 C. Following the voter approval of the 2006 Amendment at a state-
26 wide referenda election in February 2008, the City is informed
27 and believes that the Tribe has added approximately 2,200
28 Gaming Devices to its Casino under the authority of the 2006

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Compact but without following the mitigation requirements of the 2006 Amended Compact.

D. The Casino is adjacent to the southern boundary of the City of Temecula and is substantially surrounded by the boundaries of the City of Temecula. The principal access to the Casino is on City streets between the Interstate 15 Freeway and the Casino.

E. The additional Gaming Devices have increased traffic to the area of the City surrounding the Casino and have created additional demands on police and fire services within the City.

F. Section 10.8 of the 2006 Amendment requires the Tribe to prepare a Tribal Environmental Impact Report and to implement measures mitigating impacts from the additional machines through an intergovernmental agreement with the City.

G. In February 2008, immediately following the voter approval of the 2006 Amendment, the City and the Tribe began negotiations for an intergovernmental agreement as provided in Section 10.8 of the 2006 Amended Compact to address the off-reservation impacts of the added Gaming Devices and to develop a process for the further expansion of the Casino. These negotiations resulted in the approval by the Tribe and the City of an Intergovernmental Agreement on March 9, 2010, along with the approval by the Tribe and the City of a Law Enforcement Memorandum of Understanding between the Tribe, the City, the County of Riverside and the Riverside County Sheriff.

1. The Intergovernmental Agreement provides for a \$2 million annual mitigation fee to the City over 21 years for traffic improvements and police and fire services, subject to certain credits and cost of living increases, as well as a

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special mitigation fee of \$10 million in the fifth year of the Agreement to fund a portion of the cost of the Interstate 15/SR 79 Interchange expansion that is the primary access to the Casino from Interstate 15.

2. The Intergovernmental Agreement also provides the framework for the potential expansion of the Casino from 5,000 gaming devices to the 7,500 gaming devices authorized by the 2006 Amended Compact.

H. Both the City and the Tribe are satisfied with the substantive terms of the Intergovernmental Agreement. The Intergovernmental Agreement, however, is dependent on the Tribe approving an intergovernmental agreement under Section 10.8 of the 2006 Amended Compact with the County of Riverside for off-reservation impacts to the County of Riverside.

I. Unfortunately, the Tribe and the County of Riverside have not reached agreement on such an intergovernmental Agreement and do not appear likely to ever reach agreement. Therefore, no Tribal EIR and no intergovernmental agreement exist to mitigate the off-reservation impacts of the addition of the 2,200 new Gaming Devices installed as required by Section 10.8 of the 2006 Amended Compact.

J. The City has no alternative but to pursue this legal action to preserve its rights to the full and fair mitigation of the off-reservation impacts arising from the additional gaming devices installed in the Casino on the City of Temecula and its citizens.

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PARTIES

1
2 2. The City is a municipal corporation duly incorporated under the laws
3 and Constitution of the State of California, and is situated in the County of Riverside
4 in the State of California.

5 3. The Tribe is a federally recognized sovereign Indian tribe which
6 operates a gaming facility located at 45000 Pechanga Parkway, Temecula, California
7 92592 (the “Gaming Facility”), pursuant to the Original Compact and as thereafter
8 amended.

9 4. Real Party in Interest, State of California (the “State”), is a sovereign
10 State of the United States of America, and is a party to the Original Compact, as
11 thereafter amended.

12 5. Real Party in Interest, Arnold Schwarzenegger, is the Governor of the
13 State of California, and is a signatory on behalf of the State of California to various
14 amendments to the Original Compact.

15 6. Real Party in Interest, Edmund G. Brown, Jr., is the Attorney General of
16 the State of California, and is charged with enforcing the laws of the State of
17 California.

18 7. Real Party in Interest, California Gambling Control Commission, is a
19 regulatory body of the State of California, and is responsible for, *inter alia*,
20 administering the provisions of various Tribal-State gaming compacts, including the
21 Original Compact.

22 8. The City is unaware of the true names or precise capacities, whether
23 individual, governmental, or otherwise, of those real parties in interest named herein
24 as Roes 1 through 10, inclusive, and will seek leave to amend this complaint to state
25 their true identities and precise capacities when ascertained.

26 9. The City is informed and believes, and thereon alleges, that at all times
27 material hereto, real parties in interest Roes 1 through 10, inclusive, were and now
28 are either the agents or principals of each of the other defendants or real parties in

1 interest, and of each other, and in such capacity or capacities, participated in the acts
2 and conduct alleged herein, or have some legal or equitable responsibility for the acts
3 and conduct alleged herein.

4
5 **JURISDICTION AND VENUE**

6 10. This Court has jurisdiction over this matter pursuant to the Section
7 10.8.9 of the August 2006 Amendment to the 1999 Original Compact.

8 11. Venue is proper in the Eastern Division of the Central District as the
9 Gaming Facility is located in this judicial district.

10
11 **THE 2006 AMENDMENT TO THE 1999 COMPACT**

12 12. Pursuant to the Original Compact, the Tribe was permitted to operate no
13 more than 2,000 Class III gaming devices, as defined in 25 U.S.C. § 2703(8). These
14 gaming devices include what are commonly known as “Las Vegas-style” electronic
15 slot machines.

16 13. The Tribe also operated devices designed to support Class II gaming, as
17 defined in 25 U.S.C. § 2703(7)(A). Class II gaming includes bingo and card games.
18 Pursuant to federal law, the State may not regulate the number of Class II gaming
19 devices that the Tribe may operate.

20 14. Pursuant to the Original Compact, and until February 2008, the City is
21 informed and believes and thereon alleges that the Tribe operated 2,000 Class III
22 gaming devices, and approximately 1,600 Class II gaming devices.

23 15. In August 2006, the Tribe and the State entered into an agreement to
24 amend the 1999 Compact (the “2006 Amended Compact”). Under Section 4.3.1 of
25 the 2006 Amended Compact, the Tribe would be allowed to increase the number of
26 Class III gaming devices at its Gaming Facility from 2,000 to 7,500, an increase of
27 5,500 Class III gaming devices.

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1 16. As stated in the preamble of the 2006 Amended Compact, one of the
2 purposes of the Amendment was for the Tribe “to enter into arrangements to mitigate
3 to the extent practicable the off-reservation environmental and direct fiscal impacts
4 of its Gaming Facility on local communities and local governments. . . .”

5 17. To implement the statement of purpose quoted in paragraph 16, Section
6 10.8.1(a) of the 2006 Amended Compact requires that “Before the commencement of
7 any Project as defined in Section 10.8.7 herein, the Tribe shall prepare a tribal
8 environmental impact report, (hereafter ‘TEIR’), of the Project pursuant to the
9 process set forth in this Section 10.8. . . . The TEIR shall provide detailed
10 information about the Significant Effect(s) on the Off-Reservation Environment
11 which the Project is likely to have. . . .”

12 18. Under Section 10.8.7 of the 2006 Amended Compact, a Project is
13 defined as “any activity occurring on Indian lands, a principal purpose of which is to
14 serve the Tribe’s Gaming Activities or Gaming Operation and which may cause
15 either a direct physical change in the off-reservation environment, or a reasonably
16 foreseeable indirect physical change in the off-reservation environment. This
17 definition shall be understood to include, but not be limited to, the construction or
18 planned expansion of any Gaming Facility and any construction or planned
19 expansion, a principal purpose of which is to serve a Gaming Facility. . . .”

20 19. As part of the TEIR process, pursuant to Section 10.8.4 of the 2006
21 Amended Compact, the Tribe is required to prepare a Final TEIR. The Final TEIR
22 consists of: (i) the draft TEIR or a revision of the draft; (ii) comments and
23 recommendations received on the draft TEIR either verbatim or in summary; (iii) a
24 list of persons, organizations, and public agencies commenting on the draft TEIR;
25 (iv) the responses of the Tribe to significant environmental points raised in the
26 review and consultation process; and (v) any other relevant comments and
27 information added by the Tribe.

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1 20. Prior to the commencement of any project, as defined in the 2006
2 Amended Compact, and “no later than when the Tribe issues its Final TEIR, the
3 Tribe shall offer to begin negotiations with the County and any impacted City in
4 which the Gaming Facility is located or adjacent to, (hereafter ‘Impacted City’), and
5 upon the County’s and/or any Impacted City’s acceptance of the Tribe’s offers, shall
6 negotiate with the County and any Impacted City and shall enter into enforceable
7 written agreements with the County and any Impacted City. . . .” Section 10.8.8 of
8 the 2006 Amended Compact.

9 21. As stated in Section 10.8.8 of the 2006 Amended Compact, the required
10 “Intergovernmental Agreement” must include:

- 11 (i) Provisions providing for the timely mitigation of any Significant Effect
12 on the Off-Reservation Environment (which effects may include, but are
13 not limited to, adverse changes in aesthetics, agricultural resources, air
14 quality, biological resources, cultural resources, geology and soils,
15 hazards and hazardous materials, water resources, land use, mineral
16 resources, traffic, noise, utilities and service systems, and cumulative
17 effects), where such an effect is attributable, in whole or in part, to the
18 Project, unless the parties agree that the particular mitigation is
19 infeasible, taking into account economic, environmental, social,
20 technological, and/or other considerations.
- 21 (ii) Provisions relating to reasonable compensation for law enforcement,
22 fire protection, emergency medical services and any other public
23 services to be provided by the County and any Impacted City to the
24 Tribe for the purposes of the Tribe’s Gaming Operation as a
25 consequence of the Project.
- 26 (iii) Provisions providing for a mitigation of any effect on public safety
27 attributable to the Project, including any reasonable compensation to the
28 County and any Impacted City as a consequence thereof.

1 (iv) Provisions providing for reasonable compensation for programs
2 designed to address gambling addiction.
3

4 **IMPLEMENTATION OF THE 2006 AMENDED COMPACT**

5 22. On February 5, 2008, the voters in the State of California rejected an
6 attempt to nullify the 2006 Amended Compact. As a result of the election, the 2006
7 Amended Compact was ratified.

8 23. The City is informed and believes, and thereon alleges, that immediately
9 following the February 5, 2008 election, the Tribe immediately switched out
10 approximately 1,600 Class II gaming devices at the Gaming Facility and replaced
11 them with approximately the same number of Class III gaming devices.

12 24. The City is informed and believes, and thereon alleges, that since
13 February 2008, the Tribe has added additional Class III gaming devices to the
14 Gaming Facility, bringing the total number of Class III gaming devices installed at
15 the Gaming Facility to more than 3,600.

16 25. The Tribe has advertised and marketed the expanded availability of
17 Class III gaming devices.

18 26. Due at least in part to the increased number of Class III gaming devices,
19 traffic to and from the Gaming Facility – including traffic on streets located in and
20 affecting the City of Temecula – has increased due to the increased number of
21 patrons at the Gaming Facility.
22

23 **FIRST CLAIM FOR RELIEF**

24 **(Violation of Tribal-State Compact Agreement)**

25 27. The City incorporates by reference as though fully set forth herein all
26 allegations contained in paragraphs 1-26 of this complaint.

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28 ///

1 28. The Tribe’s actions in increasing the number of Class III gaming
2 devices located at the Gaming Facility constitutes a “project” as defined in Section
3 10.8.7 of the 2006 Amended Compact.

4 29. Consequently, the Tribe was obligated, pursuant to the 2006 Amended
5 Compact, to prepare a TEIR to assess the off-reservation impacts, including traffic
6 and emergency services impacts, caused by the increase in the number of Class III
7 gaming devices located at the Gaming Facility.

8 30. Additionally, the Tribe was required, pursuant to Section 10.8.8 of the
9 2006 Amended Compact, to negotiate and finalize an Intergovernmental Agreement
10 with the City to mitigate the impacts to the City caused by the increase in Class III
11 gaming devices at the Gaming Facility.

12 31. The Tribe failed to prepare the required TEIR for the increase in Class
13 III gaming devices, and thereby violated and breached the 2006 Amended Compact.

14 32. The Tribe failed to negotiate and finalize an Intergovernmental
15 Agreement with the City, and thereby violated and breached the 2006 Amended
16 Compact.

17 33. Unless enjoined by this Court, the City is informed and believes, and
18 thereon alleges, that the Tribe will continue to breach the 2006 Amended Compact
19 by refusing to prepare the required TEIR for the increase in Class III gaming devices
20 and by refusing to negotiate and finalize an Intergovernmental Agreement with the
21 City.

22 34. The City has no plain, speedy, or adequate remedy at law, and
23 injunctive relief is necessary.

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25 **SECOND CLAIM FOR RELIEF**

26 **(For Declaratory Relief)**

27 35. The City incorporates by reference as though fully set forth herein all
28 allegations contained in paragraphs 1-34 of this complaint.

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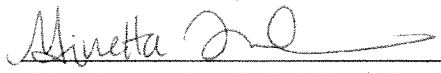
On All Claims for Relief

- 5. For an award of all costs incurred by the City;
- 6. For an award of all reasonable attorney's fees incurred by the City;
- 7. For such other relief as the Court deems just and proper.

DATED: October 1, 2010

PETER M. THORSON
CITY ATTORNEY
CITY OF TEMECULA

ROCHELLE BROWNE
DAVID M. SNOW
GINETTA L. GIOVINCO
RICHARDS, WATSON & GERSHON
A Professional Corporation

By: 
GINETTA L. GIOVINCO
Attorneys for Plaintiff
CITY OF TEMECULA

ORIGINAL

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CITY OF TEMECULA, a municipal corporation,

PLAINTIFF(S)

v.

PECHANGA BAND OF LUISEÑO INDIANS,
[SEE ATTACHED]

DEFENDANT(S).

CASE NUMBER
CV 10 - 07378 DSF (VBKX)

SUMMONS

TO: DEFENDANT(S): PECHANGA BAND OF LUISEÑO INDIANS and [SEE ATTACHED]

A lawsuit has been filed against you.

Within 20 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, ROCHELLE BROWNE, whose address is 355 S. GRAND AVENUE, 40TH FLOOR, LOS ANGELES, CALIFORNIA 90071. 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.

TERRY NAFISI

Clerk, U.S. District Court

Dated: OCT - 1 2010

By: [Signature]
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)].

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CITY OF TEMECULA vs. PECHANGA BANK OF LUISENO INDIANS, et al.

CONTINUED FROM SUMMONS CAPTION:

STATE OF CALIFORNIA, ARNOLD SCHWARZENEGGER, Governor of the State of California; EDMUND G. BROWN, JR., Attorney General of the State of California; CALIFORNIA GAMBLING CONTROL COMMISSION; and ROES 1-10, inclusive,

Real Parties in Interest.

CONTINUED FROM SUMMONS "TO DEFENDANTS":

... AND TO REAL PARTIES IN INTEREST: STATE OF CALIFORNIA, ARNOLD SCHWARZENEGGER, Governor of the State of California; EDMUND G. BROWN, JR., Attorney General of the State of California; CALIFORNIA GAMBLING CONTROL COMMISSION; and ROES 1-10, inclusive

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

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) CITY OF TEMECULA, a municipal corporation	DEFENDANTS PECHANGA BAND OF LUISEÑO INDIANS; and [SEE ATTACHED]
---	--

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) ROCHELLE BROWNE and GINETTA L. GIOVINCO RICHARDS WATSON GERSHON 355 S. GRAND AVENUE, 40TH FLOOR LOS ANGELES, CA 90071 (213) 626-8484 telephone (213) 626-0078 facsimile	Attorneys (If Known)
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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 Recopened 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:** \$ 0.00

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.)

FEDERAL COMMON LAW -- VIOLATION OF TRIBAL-STATE COMPACT AGREEMENT; DECLARATORY RELIEF

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

OTHER STATUTES <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	CONTRACT <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 checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <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	TORTS - PERSONAL INJURY <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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS - PERSONAL PROPERTY <input 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 BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <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	PRISONER PETITIONS <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 FORFEITURE/PENALTY <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	LABOR <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 A. <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <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(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609
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CV-10 - 07378 DSF (VDR)

**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
RIVERSIDE	

(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
RIVERSIDE	

(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
RIVERSIDE	

* 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): *GINETTA L. GIOVINCO* Date OCTOBER 1, 2010
GINETTA L. GIOVINCO

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))