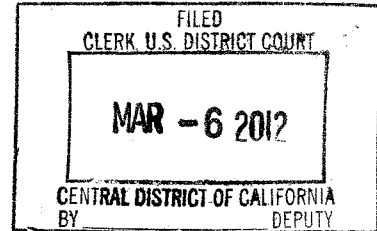


COPY

1 KAWAHITO SHRAGA & WESTRICK LLP
James K. Kawahito (No. 234851)
2 1990 South Bundy Dr., Suite 280
Los Angeles, CA 90025
3 Telephone: (310) 746-5302
Facsimile: (310) 593-2520
4 E-mail: jkawahito@kswlawyers.com



5 ATTORNEYS FOR PLAINTIFF
6 Southern California Darts Association

7 UNITED STATES DISTRICT COURT
8 FOR THE CENTRAL DISTRICT OF CALIFORNIA
9 WESTERN DIVISION

10
11 SOUTHERN CALIFORNIA DARTS
12 ASSOCIATION, a California
13 unincorporated association,

14 Plaintiff,

15 vs.

16 SOUTHERN CALIFORNIA DARTS
17 ASSOCIATION, INC., a California
18 corporation, DINO M. ZAFFINA, an
19 individual, and DOES 1-10,

20 Defendants.
21
22
23
24
25
26
27
28

CASE NO.

CV12-01899 P&K (JUG)

COMPLAINT FOR:

- (1) VIOLATION OF SECTION 43(a) OF THE LANHAM ACT;
- (2) VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE SECTION 17200 *et seq.*;
- (3) VIOLATION OF CALIFORNIA COMMON LAW FOR TRADEMARK INFRINGEMENT;
- (4) VIOLATION OF CALIFORNIA COMMON LAW FOR UNFAIR COMPETITION; and
- (5) VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE SECTION 14247

DEMAND FOR JURY TRIAL

1 Plaintiff Southern California Darts Association (“Plaintiff” or “SCDA”)
2 alleges as follows:

3 **PARTIES**

4 1. Plaintiff, Southern California Darts Association, is an unincorporated
5 association with its principal place of business at P.O. Box 16551, Encino, CA
6 91616.

7 2. Defendant Southern California Darts Association, Inc. (“Zaffina Co.”)
8 is a California corporation with its principal place of business at 3455 Ocean View
9 Boulevard, Suite 100, Glendale, CA 91208.

10 3. Defendant Dino M. Zaffina (“Zaffina”) is a natural person who is, on
11 information and belief, President, CEO, and a member of Zaffina Co., and is and at
12 all times herein mentioned was residing in California.

13 4. On information and belief, Does 1-10 (collectively, the “Doe
14 Defendants”) are individuals and business entities who have participated or
15 assisted in the conduct alleged herein or are otherwise responsible therefor. The
16 identity of these Doe Defendants presently is not and cannot be known to Plaintiff,
17 but these persons and/or entities will be added as named defendants to this action
18 as and when they are identified. Unless otherwise indicated, Zaffina Co. and
19 Zaffina and the Doe Defendants are referenced collectively herein as
20 “Defendants.” Plaintiff is informed and believes and on that basis alleges that
21 Defendants, and each of them, are, and at all times herein mentioned were, the
22 agents, servants, employees, joints venturers, partners or alter egos of their co-
23 defendants and were acting at all times within the course, scope, purpose and
24 authority conferred upon that party by contract, approval or ratification, whether
25 such authority was actual or apparent.

26 5. Plaintiff is informed and believes and based thereon alleges that all
27 Defendants, including the fictitious Doe Defendants, were at all relevant times
28 acting as actual agents, coconspirators, ostensible agents, partners and/or joint

1 venturers, alter egos, and employees of all other Defendants, and that all acts
2 alleged herein occurred within the course and scope of said agency, employment,
3 partnership, and joint venture, conspiracy or enterprise, and with the express and/or
4 implied permission, knowledge, consent, authorization and ratification of their co-
5 Defendants; however, each of these allegations are deemed "alternative" theories
6 whenever not doing so would result in a contradiction with the other allegations.

7 6. Plaintiff is informed and believes and thereupon alleges that Zaffina
8 Co. is, and at all times mentioned herein was, owned and controlled by Zaffina;
9 that there exists, and all times mentioned herein has existed, a unity of interest and
10 ownership between and among each of Zaffina Co. and Zaffina, such that any
11 individuality and separateness of each of Zaffina Co. and Zaffina has ceased, if
12 ever the same existed; that Zaffina Co. is a mere shell, instrumentality, and/or
13 conduit through which Zaffina has carried on his business affairs, as if Zaffina Co.
14 did not exist; and that Zaffina is the alter ego of Zaffina Co., in that he has
15 completely dominated and controlled the business and affairs of Zaffina Co., has
16 commingled the funds and assets of Zaffina Co. with his own funds and assets, has
17 caused or allowed Zaffina Co. to be under-capitalized and/or insolvent, has
18 withheld funds of Zaffina Co. for his own benefit and to the detriment of Zaffina
19 Co.'s creditors, has transferred assets between and among himself and Zaffina Co.
20 for no or inadequate consideration, has diverted assets from Zaffina Co. for his
21 own use and benefit, has failed to maintain proper corporate records and minutes
22 of SDCA Inc., and/or has caused or allowed Zaffina Co. to improperly issue stock,
23 so that adherence to the fiction of a separate existence between Zaffina and Zaffina
24 Co. would sanction fraud and promote injustice.

25 **JURISDICTION AND VENUE**

26 7. This Court has jurisdiction by virtue of the fact that: (1) this is an
27 action arising under the Trademark Act of 1946, as amended, 15 U.S.C. §§ 1051,
28 et seq. (the Lanham Act), jurisdiction being conferred in accordance with 15

1 U.S.C. § 1121 and 28 U.S.C. § 1338(a) and (b).

2 8. Jurisdiction for the California state statutory claims is conferred in
3 accordance with the principles of supplemental jurisdiction pursuant to 28 U.S.C.
4 § 1367(a).

5 9. Venue is proper in this Court under 28 U.S.C. § 1391(a) or (b) in that,
6 on information and belief, a substantial part of the events or omissions giving rise
7 to the claims occurred in this District.

8 **FACTS**

9 10. SCDA is an unincorporated association of darts enthusiasts that exists
10 to promote competitive darts and to coordinate league play in the Southern
11 California area. SCDA also establishes friendly relationships with similar
12 organizations worldwide and sponsors national and international darts
13 tournaments.

14 11. SCDA was organized in or around Santa Monica, California, in or
15 around 1960. It has operated continuously from the 1960s to the present day.
16 From 1966-1977 a separate nonprofit *corporation*, Southern California Darts
17 Association, Inc. operated alongside the unincorporated association. SCDA
18 currently has approximately one hundred (100) active members (“Association
19 Members”).

20 12. SCDA is well known in the national and international darts
21 community under the names Southern California Darts Association, SCDA, and
22 SoCal Darts.

23 13. Defendant Zaffina is a former member of SCDA. In July and August
24 of 2010, Zaffina became upset about the computation of scores and the omission of
25 his middle initial on SCDA score sheets. This developed into a heated
26 disagreement between him and the SCDA board. The circumstances surrounding
27 Defendants Zaffina’s removal from the SDCA and subsequent retaliatory actions
28 have received significant press coverage. See Chris Vogel, “Dastardly Deeds in

1 Darts,” LA Weekly, at p. 7 (Feb. 2, 2012), available at
2 [http://www.laweekly.com/2012-02-02/news/dino-m-zaffina-southern-california-](http://www.laweekly.com/2012-02-02/news/dino-m-zaffina-southern-california-darts-association/)
3 [darts-association/](http://www.laweekly.com/2012-02-02/news/dino-m-zaffina-southern-california-darts-association/). A true and correct copy of this article is attached hereto as
4 Exhibit “A.”

5 14. As a result of this disagreement, Zaffina’s membership was revoked
6 by a vote of the SCDA board of directors, in accordance with the SCDA bylaws,
7 on the basis of unsportsmanlike behavior. Zaffina ceased to be a member of
8 SCDA as of August 23, 2010.

9 15. On December 12, 2010, Defendant Zaffina registered the domain
10 name southerncaliforniadartsassociation.com.

11 16. On January 3, 2011, Defendant Zaffina founded and incorporated with
12 the California Secretary of State a for-profit corporation under the name “Southern
13 California Darts Association, Inc.” Upon information and belief, Zaffina
14 knowingly, intentionally, and deliberately adopted and used the name in order to
15 cause confusion and to obstruct the Plaintiff association’s purpose of coordinating
16 competitive darts play.

17 17. Defendant Zaffina, on information and belief, intended to use his
18 incorporation of Zaffina Co. under the name Southern California Darts Association
19 to interfere with SDCA’s activities.

20 18. On August 29, 2011, Defendants Zaffina and Zaffina Co. sent a “press
21 release” to various individual members of SCDA announcing that Southern
22 California Darts Association, Inc. was “returning from the dead,” that the “new and
23 legal Southern California Darts Association” would be operating in Southern
24 California, primarily Los Angeles and Orange County.

25 19. On August 30, 2011, Defendant Zaffina filed a Fictitious Business
26 Name Statement on behalf of Zaffina Co. for its alleged subsidiaries SCDA, So Cal
27 Darts Association, So Cal Darts, and SCDA Products (Filing No. 2011090761)
28 with the California Secretary of State.

1 California Darts Association, the SCDA marks, the black and white logo, and the
2 color logo. This website is hosted at the domain name www.socaldarts.com.

3 24. SCDA has spent years developing relationships with pubs, restaurants,
4 sports clubs, and social clubs in the Los Angeles Area (the "Host Pubs"). The Host
5 Pubs, before Defendants began asserting ownership of the SCDA name and marks,
6 welcomed association members for league play under the name Southern
7 California Darts Association. Host pubs paid sponsorship fees to SCDA, and some
8 Host Pubs chose also to pay the membership dues for teams that play in their
9 facilities.

10 25. The trade name Southern California Darts Association is inherently
11 distinctive, and therefore immediately protectable upon its use as a mark.

12 26. The SCDA marks and the logo marks are inherently distinctive and
13 derive from the protectable trade name Southern California Darts Association, and
14 therefore are immediately protectable upon their use as service marks.

15 27. The trade name Southern California Darts Association has also
16 become distinctive through the acquisition of secondary meaning, over years of use
17 in the competitive darts community. The SCDA marks and logo marks have
18 likewise become distinctive through the acquisition of secondary meaning. The
19 trade name and marks are uniquely identified with Plaintiff's association.

20 28. As a result of SCDA's years of play and sponsorship of national and
21 international tournaments using the name Southern California Darts Association,
22 the trade name is considered "one of the oldest and most prestigious names in the
23 world of darts."

24 29. Upon information and belief, Defendants chose the name Southern
25 California Darts Association to trade off of Plaintiff's reputation and goodwill.
26 Upon information and belief, this is also the reason Defendants registered the
27 fictitious business names SCDA, So Cal Darts Association, So Cal Darts, and
28 SCDA Products.

1 30. SCDA's extensive use, promotion and advertising have caused the
2 SCDA marks and trade name to become exceedingly famous.

3 31. The SCDA marks and trade name possess an extraordinarily valuable
4 goodwill that belongs to SCDA.

5 **DEFENDANTS' USE OF THE SCDA MARKS**

6 32. In the United States and in California, and on the world wide web,
7 Defendants have advertised competitive darts services using Plaintiff's trade name,
8 the SCDA marks, and a confusingly similar logo without authorization or consent.
9 A true and correct copy of Defendants' website homepage is attached hereto as
10 Exhibit "D." Defendants purchased and use the domain
11 www.southerncaliforniadartsassociation.com to advertise these services.

12 33. Defendants Zaffina and Zaffina Co. have intentionally and willfully
13 used Plaintiff's SCDA marks on "press releases" that it sends to association
14 members, darts players, Host Pubs, and darts organizations. These "press releases"
15 advertise Defendants' intention to start a competitive darts league in the Southern
16 California area. The "press releases," which also contain information about the
17 State Court Action, are intended, upon information and belief, to intimidate
18 association members and Host Pubs.

19 34. Upon information and belief, Defendant Zaffina has intentionally held
20 himself out as the President and CEO of Southern California Darts Association,
21 knowing that this will cause confusion as to Plaintiff's leadership.

22 35. Upon information and belief, Defendants Zaffina and Zaffina Co.
23 have intentionally and willfully used the name "Southern California Darts
24 Association, Inc." to mislead Host Pubs, darts players, and darts organizations as to
25 the sponsorship and leadership of the SCDA.

26 36. As a result of Defendants' unauthorized and aggressive use of the
27 name "Southern California Darts Association, Inc." many darts players, other darts
28 organizations, and Host Pubs have been confused as to the leadership of Plaintiff's

1 organization and Defendant Zaffina Co.'s relationship to Plaintiff.

2 37. Upon information and belief, Defendants have used the fact of their
3 incorporation under the name Southern California Darts Association, Inc. to
4 confuse and intimidate Host Pubs and association members, telling them it is
5 illegal to be involved with Plaintiff's unincorporated association.

6 38. As a result of this actual confusion and Defendants' intimidation,
7 many of the Host Pubs have refused to host Plaintiff for league play this season.
8 This materially interferes with Plaintiff's purpose of coordinating competitive darts
9 league play. It also interferes with Plaintiff's funding, as the Host Pubs normally
10 pay sponsorship fees and sometimes pay teams' membership fees. Moreover, it
11 harms Plaintiff's individual members, who are unable to play competitive darts as
12 they are accustomed.

13 39. As a result of Defendants' unauthorized use of the SCDA marks,
14 Plaintiff has lost control of its reputation and goodwill. This has and continues to
15 cause Plaintiff irreparable injury

16 40. On information and belief, Defendants' aforesaid uses are with full
17 knowledge that Defendants are violating Plaintiff's aforesaid rights in the SCDA
18 marks.

19 **FIRST CLAIM FOR RELIEF**

20 **UNFAIR COMPETITION IN VIOLATION OF**

21 **SECTION 43(a) OF THE LANHAM ACT**

22 **(By Plaintiff Against Defendants)**

23 41. Plaintiff re-alleges paragraphs 1 through 40, inclusive, as if fully set
24 forth herein.

25 41. Defendants' acts have caused or are likely to cause confusion, mistake
26 or deception as to the sponsorship or approval of Defendants' services in that dart
27 players and others in this District and elsewhere in the United States are likely to
28 believe Plaintiff authorizes and controls the provision of Defendants' services in

1 the United States or that Defendants are associated with or related to Plaintiff.

2 42. On information and belief, Defendants' acts have injured or are likely
3 to injure Plaintiff's image and reputation with Host Pubs, darts players, and darts
4 organizations in this District and elsewhere in the United States by creating
5 confusion about, and dissatisfaction with, Plaintiff's services.

6 43. On information and belief, Defendants' acts have injured or are likely
7 to injure Plaintiff's reputation and relations with players, sponsors, and pubs in this
8 District and elsewhere in the United States by causing player dissatisfaction, a
9 diminution of the value of the goodwill associated with the SCDA marks, and a
10 loss of players and relationships with Host Pubs.

11 44. Defendants' advertising and alleged provision of darts league services
12 in Southern California is a knowing, deliberate, intentional, and willful attempt to
13 injure Plaintiff's association, to trade on Plaintiff's reputation, to confuse or
14 deceive players, and to interfere with Plaintiff's relationships with players, clubs,
15 and Host Pubs in the United States and abroad.

16 45. Defendants' acts constitute unfair competition with Plaintiff in
17 violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

18 46. Defendants' acts greatly and irreparably damage Plaintiff and will
19 continue to so damage Plaintiff unless restrained by this Court; wherefore, Plaintiff
20 is without an adequate remedy at law. Accordingly, Plaintiff is entitled to, among
21 other things, an order enjoining and restraining Defendants from using the SCDA
22 marks.

23 **SECOND CLAIM FOR RELIEF**

24 **UNFAIR COMPETITION IN VIOLATION OF CALIFORNIA**

25 **BUSINESS & PROFESSIONS CODE SECTION 17200**

26 **(By Plaintiff Against Defendants)**

27 47. Plaintiff re-alleges paragraphs 1 through 46, inclusive, as if fully set
28 forth herein.

1 48. Defendants' acts constitute unfair competition in violation of
2 California Business & Professions Code § 17200 et seq.

3 49. Defendants' acts greatly and irreparably damage Plaintiff and will
4 continue to so damage Plaintiff unless restrained by this Court; wherefore, Plaintiff
5 is without an adequate remedy at law. Accordingly, Plaintiff is entitled to, among
6 other things, an order enjoining and restraining Defendants from using the SCDA
7 marks.

8 **THIRD CLAIM FOR RELIEF**
9 **TRADEMARK INFRINGEMENT IN**
10 **VIOLATION OF CALIFORNIA COMMON LAW**
11 **(By Plaintiff Against Defendants)**

12 50. Plaintiff re-alleges paragraphs 1 through 49, inclusive, as if fully set
13 forth herein.

14 51. Defendants' acts constitute trademark infringement of the Plaintiff's
15 trademark rights in violation of California common law.

16 52. Defendants' acts greatly and irreparably damage Plaintiff and will
17 continue to so damage Plaintiff unless restrained by this Court; wherefore, Plaintiff
18 is without an adequate remedy at law. Accordingly, Plaintiff is entitled to, among
19 other things, an order enjoining and restraining Defendants from using the SCDA
20 marks.

21 **FOURTH CLAIM FOR RELIEF**
22 **UNFAIR COMPETITION IN VIOLATION**
23 **OF CALIFORNIA COMMON LAW**
24 **(By Plaintiff Against Defendants)**

25 53. Plaintiff re-alleges paragraphs 1 through 52, inclusive, as if fully set
26 forth herein.

27 54. Defendants' acts constitute unfair competition with Plaintiff in
28 violation of the common law of the State of California.

1 Defendants from their acts of trademark infringement, unfair
2 competition and dilution in accordance with 15 U.S.C.
3 § 1117(a) and the laws of California, and Plaintiff asks that this
4 profits award be trebled in accordance with 15 U.S.C.
5 § 1117(a);

6 b. pay over to Plaintiff all damages incurred by Plaintiff by reason
7 of Defendants' acts of unfair competition and dilution in
8 accordance with 15 U.S.C. § 1117(a) and the laws of
9 California, and Plaintiff asks that this damages award be trebled
10 in accordance with 15 U.S.C. § 1117(a);

11 c. pay to Plaintiff the costs of this action, together with reasonable
12 attorneys' fees and disbursements, in accordance with 15
13 U.S.C. § 1117(a);

14 d. pay to Plaintiff punitive damages in accordance with the
15 common law of the State of California;

16 e. deliver up for destruction all labels, signs, prints, packages,
17 wrappers, receptacles, and advertisements in the possession of
18 the defendant, bearing the SCDA marks in Defendants'
19 possession, in accordance with 15 U.S.C. § 1118;

20 f. disable the website
21 www.southerncaliforniadartsassociation.com and deliver to
22 defendants that domain name;

23 g. require Defendants to notify Association Members and Host
24 Pubs of the resolution of this matter and that Defendants have
25 no legal interest in the SCDA name or SCDA marks;

26 h. disclaim any association with Southern California Darts
27 Association or the SCDA;

28 i. contact the Secretary of State to change the name of Zaffina Co.

1 to something unrelated to and not confusingly similar to
2 Southern California Darts Association; and

3 j. file with the Court and serve on Plaintiff an affidavit setting
4 forth in detail the manner and form in which Defendants have
5 complied with the terms of the injunction, in accordance with
6 15 U.S.C. § 1116.

7 3. Plaintiff be awarded general, special, and incidental damages in an
8 amount to be proven at trial in accordance with the law of California.

9 4. Plaintiff has such other and further relief as the Court deems just and
10 equitable.

11
12 Dated: March 6, 2012

13 KAWAHITO SHRAGA & WESTRICK LLP
14 James K. Kawahito

15 By: 
16 _____

17 *Attorneys for Plaintiff Southern California Darts*
18 *Association*

EXHIBIT A

DEALIGHTFUL!

SIGN UP TODAY
VOICE OF DAILY DEALS
 Presented By LA WEEKLY

Dastardly Deeds in Darts

One angry man brings Southern California Darts Association to its knees

By Chris Vogel

published: February 02, 2012

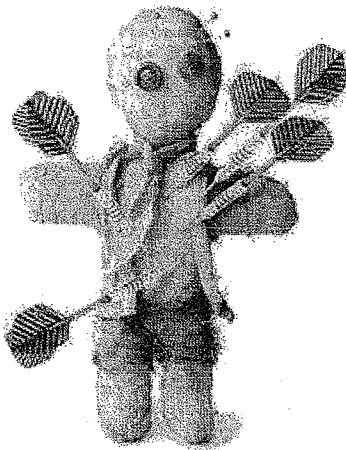
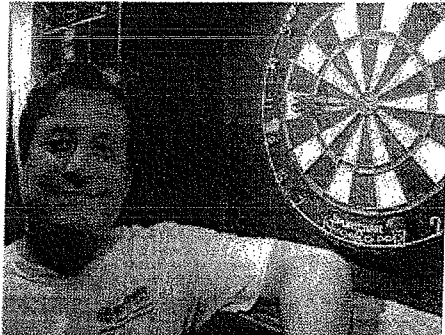


PHOTO BY MILAN SABATA



Dino M. Zaffina, a sound man in IATSE Local 695, doesn't understand why people are angry at him. Musician Bill Lynch tried to stop Zaffina, but a judge found "no conclusive evidence of extortion."

PHOTO BY NANEITE GONZALES

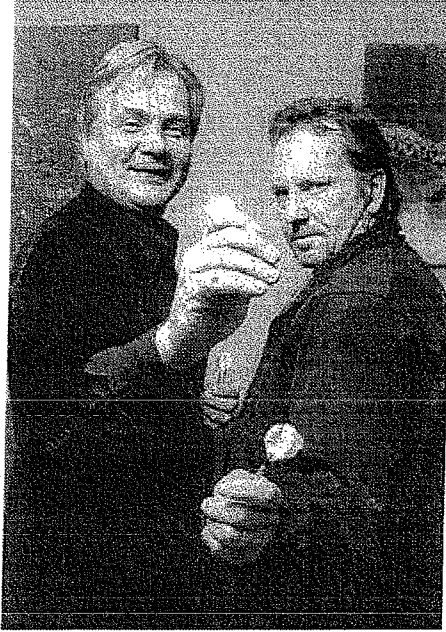
It's not easy to piss off a bunch of beer-guzzling darts players. On the whole, the barroom sport, popular in Los Angeles locales like Hollywood, Santa Monica and Woodland Hills, tends to attract mild-mannered, blue-collar guys, artists and musicians — people with sure hands and a hearty sense of humor who don't really give a damn.

But Dino M. Zaffina, a squat, well-groomed darts enthusiast with a blind left eye, who possesses a law degree and an Italian sense of respect, has a talent for pissing people off. So it was in the summer of 2010 that the two sides found themselves in a standoff.

Zaffina, a fairly new member of the Southern California Darts Association, or SCDA, was unhappy that his middle initial, M, had not been included on the league's website, which showcased the players' high scores of the week. On July 18, 2010, he sent an email to the league's president, Harvey Fischer, and several members of the league, expressing his displeasure.

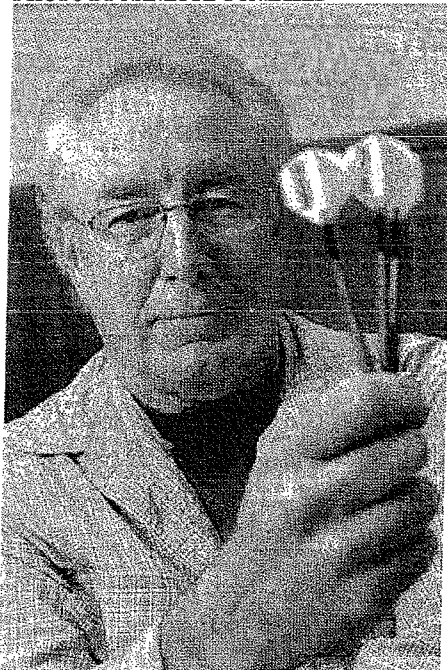
"I do not ever allow anyone to misspell or mispronounce my name since it is obvious by its spelling, **Dino M. Zaffina,**" Zaffina wrote, according to emails given to *L.A. Weekly* by several of the darts players. "... That being said, since my name always consists of a **first name, middle initial and surname**, for the purpose of the SCDA **ONLY**, I have allowed the use of **D.M. Zaffina**. Therefore, if my name is ever published on the SCDA website ... I will expect it to be **spelled correctly.**"

To say that Zaffina is particular about the spelling and presentation of his name would be an understatement. He spouts on about it with the same fiery passion that one would normally associate with a discussion of civil rights or religious freedom. He has been known to refuse mail that doesn't bear his middle initial, and says he is battling the powerful Hollywood industry website IMDb.com to include his middle initial on its site, which states that he appeared on two episodes of the 1980s sitcom *Alice*.



Milan Sabata, left, and David Irete Sabata got a boldfaced email from Zaffina: "It's 12:01 a.m., past the deadline"

PHOTO BY NANETTE GONZALES



Musician Bill Lynch tried to stop Zaffina, but a judge found "no conclusive evidence of extortion"

But regrettably, the laid-back Los Angeles darts players, including Fischer — an older gentleman with the reputation of being a wiseass — didn't understand just how serious Zaffina was. Several members of the Southern California Darts Association pooh-poohed Zaffina and, following several nasty emails and squabbles over Zaffina's name in which it was clear how obnoxious the darts players found him, Fischer mailed him a \$30 refund for his membership fee and gave him the boot.

Says former SCDA board member David Irete, "He was becoming a nuisance and pain in the ass and breaking the rules. He was threatening us, so we had to kick him out. He was being a cocksucker, and you can quote me on that, please."

Fischer and the SCDA board hoped they'd never hear from Zaffina or his middle initial ever again.

But he was hardly finished in the battle that started over his "M."

Conducting a simple public-records search, he discovered the league's Achilles' heel: Established in the mid-1960s and generally accepted as the oldest British-style darts league in the United States, the Southern California Darts Association had let its incorporated status lapse in 1977. It had never been renewed. To the players, there didn't seem to be any need.

Zaffina made his move. He legally incorporated as "Southern California Darts Association," without any apparent members, anointed himself both president and CEO, and then sued nearly 60 darts players and eight stunned Los Angeles-area bars where darts are played regularly. The accusation? That the players and the eight pubs had been engaging in "trade libel" and "unlawful business practices" by using the historic name "Southern California Darts Association," which Zaffina now legally controlled.

Through the courts, Zaffina all but brought the historic league to its knees. He even got many of the amazed bar owners to ban all references to the Southern California Darts Association whenever any of the players have a game at longtime spots such as the Robin Hood Pub in Sherman Oaks and Ye Olde King's Head pub in Santa Monica.

Says one well-known bar owner who did not wish to be identified for fear of retribution, "I'm weary of being involved with this guy because he's just been firing off lawsuits. Some of us wanted to fight, but these things can be very expensive ... [so] we came to an agreement we all could live with."

Zaffina, however, doesn't understand why everyone's so angry. He warned the darts players he'd come after them, but they didn't listen.

"Who the hell is he to tell me what to do?" Fischer tells the *Weekly*. "Why is he so special? I was just posting his name the way I do for everyone else. But he went bonkers" when Fischer left out his full name.

Zaffina finds it all perfectly normal. He says the "M" stands for "Martin," that he was named after the suave Rat Pack crooner Dean "Dino" Martin, and launches into a story about how his father, who also used a middle initial and died when Zaffina was 8, drilled into him the importance of being called by his full name and demanding that everyone oblige.

"My father always told me, 'That's the way people should address you,'" Zaffina says. "... And sure enough it stuck, I'll tell you that much."

The darts players are incredulous that Zaffina was able to obtain the league's historic name and are sickened at the thought that the whole thing started over leaving Zaffina's middle initial off a list of competition scores.

"We've had the SCDA name for more than 40 years," Fischer says. "Where does this upstart get the balls to take our name? I mean, who is this guy?"

Zaffina, 52, is a native of Southern California. He's a studio sound man, an actor and a licensed private investigator. Zaffina was blinded in his left eye in 2008 when he inadvertently fell off a stage and into a lighting pit while working on the set of *Entertainment Tonight*. He stands out at pubs because he carries a large attaché case filled with darts when he comes to play.

Outside of that, Zaffina is mostly a mystery.

"He never talked about himself and instead asked us questions," says Milan Sabata, a former SCDA board member. "And he was very generic about his job."

Zaffina's teammate, 30-year-old musician Nick Turpin, enjoyed playing with Zaffina, calling him "an older brother type" who didn't drink and would bring the guys pizza and pasta during the games. Not at all "what he turned out to be."

As Sabata tells it, when Zaffina first started playing pickup games in 2009 with him and a few others at the Robin Hood Pub in Sherman Oaks, Zaffina "was clean-cut, well-spoken but cocky and seemed very insecure about himself. Every time he threw a bad throw, he got embarrassed with a childish grin, wanting people to tell him it was OK. His parents were Italian and he has this way of talking about respect. He takes it very seriously. ... He spells the word 'respect' with his middle initial 'M.' "

When speaking, Zaffina occasionally peppers his sentences with legal jargon, which could be explained by the fact that he has a law degree, though he is not a member of the State Bar of California. It also could have something to do with the fact that Zaffina has been part of many lawsuits.

Since 1991, according to an online search of Los Angeles Superior Court records, Zaffina has been involved in at least 22 lawsuits, 18 of them as the plaintiff. They have ranged from small-claims cases to defamation and wrongful-termination claims.

In one case, for example, he sued Target, claiming he'd injured his toe on an escalator. In another case, Zaffina sued 20th Century Fox Films over failure to pay wages in a timely manner and for allegedly having fired him unfairly from the TV show *Reba*. In 2009, Zaffina's landlord, Zahra Taherkhanchi, sought a restraining order against him, claiming the rent was late and that he had started posting notes on her door four or five times a day and threatening that someone might set her

home on fire.

"He gave me a great emotional distress," Taherkhanchi wrote in her legal complaint. "He wants to put too much pressure on me so I can have a nervous breakdown. ... I'm scared of [sic] my life."

The court found no credible threats of violence, however, and her request for a restraining order was immediately dismissed. Zaffina tells the *Weekly* he was unaware that she had filed for a restraining order.

Zaffina received some media attention in 1999, when he got into it with the International Alliance of Theatrical Stage Employees, Local 695, a union for sound technicians. According to *Variety*, Zaffina, who had been an unsuccessful candidate for the office of business representative of Local 695, alleged that his opponent wrongfully used union money to make and distribute campaign literature.

Two months later, Zaffina sued the local, the winning candidate, and another candidate who ran against him. It became a convoluted web of lawsuits and countersuits, rife with nasty accusations and allegations, stretching across many years. The sound technician union's attorney, Helena Wise — who at one point was sued for defamation by Zaffina — has trouble boiling down the complex case.

"The master complaint got disposed of," she says, "that he would not be able to set forth proper causes of action. And then he filed additional lawsuits, so it's like this never-ending saga."

Wise is reluctant to discuss Zaffina further — for fear of being sued again, except to add, "If you ever failed to include his middle initial [in a mailing], he would return the envelope unopened."

Wise is not the only one hesitant to talk to the *Weekly* about Zaffina. Several people, including former darts players and an ex-girlfriend, said they were afraid to comment or didn't want to risk the chance of letting Zaffina re-enter their lives — and sue them. Most also warned the *Weekly* that Zaffina might sue the newspaper for writing about him.

Zaffina, however, disputes the idea that he's a litigious person, pointing to the fact that none of his lawsuits — most of which he eventually won or settled — was ever dismissed as frivolous.

"I go after people under the guidelines of the law because that's the way to do it ...," Zaffina says. "When I have a legitimate claim against somebody, I go for it because that's the right thing to do and it's my prerogative. I live in a free country that says we have the right to seek redress of our grievances in a court of law, and thank God for that.

"I'm sure you've known plenty of passive people who just go, 'Oh well,'" he continues. "You can tell ... I'm not passive ... I'm going to do whatever the law says that I'm allowed to do."

In fact, Zaffina has even told the *Weekly* that he would sue "if anything came out wrong ..." in the story.

Zaffina's ability to inspire ire and fear, however, extends beyond the courtroom, and, as it turns out, the SCDA was not his first darts league.

In 2001, Zaffina was for a short time a board member of the Pacific Darts Association, which is based in Cypress, about 10 miles west of Anaheim.

"The last image I have of Dino is of him threatening to sue us," says Doug Tice, who's been in the Pacific league for 20 years and serves as its recording secretary. "He's a hard guy to forget."

Several members of the Pacific Darts Association declined to comment for fear of retribution.

However, according to Zaffina and the league's then-president, Richard Lawrence, everything was running along smoothly until one day a player threatened to harm one of Zaffina's teammates during a match. Zaffina says he expressed concern to the board over some liability issues related to the threats, but that the league did not take strong enough action, so he decided to leave.

When asked whether he threatened to sue the Pacific Darts Association, Zaffina says that members Lawrence and Tice are lying, or perhaps misunderstood him at the time.

"I said, 'Guys, we could be sued,' " says Zaffina. "I certainly had no grounds to go after them at that point in time."

Lawrence, however, paints a more colorful picture.

Zaffina "issued threats of suing the board himself and talked of taking away people's houses following a judgment that he surely would win," Lawrence wrote in an email to the *Weekly*. "Some people got scared. ... Fortunately for the Pacific Darts Association, Dino chose to take what for him was the high road. He left the board and actually stopped playing in the PDA."

When Zaffina was in full swing as a member of the SCDA in 2010, his fellow darts players knew nothing about his legal track record or his history with the other league. But they were about to get a crash course.

About a month after Zaffina emailed Fischer and the league complaining about the presentation of his name on the website's high-scores list, Zaffina was upset again. This time, on Aug. 18, 2010, he emailed the league to say that his middle initial was not being included on the website's moving banner displaying players' scores. His gripe sparked a flurry of email responses from league members — everything from "Dino, blow it out your ASS :)" to the more tempered, "It's extremely unlikely anyone will be mislead [sic] as to who is on the results banner."

Frustrated by Fischer's refusal to accommodate him, Zaffina reached out for help to Milan Sabata, a thick-necked, soft-spoken Czechoslovakian plumber who sat on the league's board. As Sabata tells it, Zaffina called him at least five times after 8 p.m. on Aug. 19, 2010, demanding his name be spelled correctly or removed from the SCDA website by midnight.

"Then he starts threatening me," Sabata says. "He goes, 'How would you feel if your customers go online and see that your picture is on the child molester's website?' So I say, 'Dino, how can you do that?' And he said he had a way to do it, and he scared me." (Zaffina admits that he made a comment about the sex offender registry but vehemently denies that it was a threat.)

That night, as the clock raced toward midnight, Sabata says he frantically urged Fischer to take down Zaffina's name. But Fischer was watching a movie on TV and couldn't be bothered. Maybe after the flick was over, he told Sabata.

Growing more anxious, Sabata kept checking the website to see if Zaffina's name was still there. No changes. Then Sabata received an email from Zaffina:

"It's 12:01 a.m.," it said, "**past the deadline.**"

It would be roughly another 20 minutes or so, Sabata says, before Zaffina's name was removed. At 8:15 a.m. the next day, Zaffina emailed the league, saying, "**If you continue with this foolish behavior, as you have in the past with your refusal to spell my name correctly, I sure hope the SCDA and certain individuals have enough money to sustain a defense to what will be forthcoming.**"

On Aug. 29, 2011, David Irete was excited as he jammed through San Fernando Valley traffic on his way to the SCDA annual meeting at the Robin Hood Pub. A camera operator on *Jeopardy!* and *Wheel of Fortune*, Irete also was a die-hard darts promoter and a member of the league's board, who was up for the position of SCDA president that very night.

As Irete neared the bar, he felt his cellphone begin to vibrate inside his pocket. He had a new email. It was not good news.

Zaffina, from whom many of the darts players and league officers had not heard in more than seven months, had blasted an email out to the SCDA members under the banner, "Press Release ... Southern California Darts Association Inc. Returns From the Dead After 34 Years."

In it, Zaffina announced that the SCDA, which had incorporated in 1966, was suspended by the state Franchise Tax Board in 1977 and now, after all these years, was finally being brought back to life by him, Dino M. Zaffina, as its new president and CEO.

"[T]he 'illegal' SCDA will no longer be operating anywhere in the United States of America," Zaffina's email read. "And, the men who claim to be board members of SCDA are devoid of any power. ... "

When Irete finished reading the message, he looked up from his phone and thought, "Holy shit, Dino has risen again."

That night at the Robin Hood, Irete, Harvey Fischer, Milan Sabata and Curtis Pierpoint, a residential construction worker, all talked briefly about Zaffina's latest news. They, along with other players, decided there was nothing they could do about it right away, so they carried on with the planned administrative matters and league elections. Irete was named president; Pierpoint won the vice president slot.

"Because of the way [Zaffina] had acted in the past," Fischer says, "I kinda took it lightly."

But to Zaffina, it had long been a serious matter.

About a year earlier, after Fischer had refunded Zaffina's league fees (Zaffina says he cleverly never cashed the check and was not kicked out of the league but rather allowed his league membership to expire at the end of the year), Zaffina asked California's secretary of state for a copy of the SCDA incorporated bylaws. He quickly discovered the SCDA's corporate status had been suspended in 1977 and that it had never been legally revived.

It's impossible to know exactly what thoughts spun through Zaffina's mind the moment he uncovered this bit of news, but on Aug. 24, 2010, he sent a four-page letter, heavily accented with bold type and underlinings, to the unincorporated league, its members and its sponsors. To Zaffina, the letter was to serve as a heads-up. It spelled out that the SCDA had been claiming to operate with the powers and rights of a corporation without actually having legal corporate status, and therefore was operating illegally and in violation of the California Revenue and Tax Code.

Again, the unincorporated SCDA members largely ignored the message.

"In our minds," Pierpoint says, "it was just another in a long line of threats. We had been unincorporated for more than 30 years and were going along just fine as a club, and so when his letter came along, we didn't think much about it."

On Jan. 3, 2011, Zaffina made his next move. He legally incorporated Southern California Darts Association and then filed four subsidiaries — SCDA, So Cal Darts Association, So Cal Darts and SCDA

Products. Zaffina would wait eight months, say many of the darts players, before telling them. However, one of the oldest and most prestigious names in the world of darts now belonged to him.

According to author and darts historian Dan William Peek, the SCDA was started by British and Irish expatriates living in the L.A. area in the late 1950s. The group incorporated in 1966 and, according to Pierpoint, swelled to nearly 5,000 members during the 1980s. The association sold merchandise, hosted two international tournaments and raked in nearly \$100,000 a year.

Recent times have not been so kind. Thanks to tougher DUI laws and a ban on smoking inside bars, Pierpoint says, the unincorporated league has dwindled to roughly 100 members and brought in between \$2,000 and \$3,000 a year, all of which went toward paying for equipment storage and trophies at the end of each season.

None of the darts players can recall why the SCDA decided in 1977 not to renew its corporate status. Pierpoint remembers that the issue came up a couple of times during the 1990s but was always voted down.

"We didn't see any real need in it," he says. "Yes, we probably should have filed taxes, but because we're mostly blue-collar knuckleheads who just want to drink beer and throw darts and have fun, we operate more like an informal club. It was ignorant bliss until Dino came along."

After informing the players that he'd incorporated SCDA, Zaffina issued several press releases and a cease-and-desist letter urging them to stop playing matches using the SCDA name.

Finally, on Sept. 26, Zaffina filed a lawsuit against more than 60 named defendants, including Irete, Fischer and Pierpoint. Milan Sabata, who through sheer fear had helped get Zaffina's name removed from the SCDA website the year before, was conspicuously absent from the lawsuit.

Essentially, Zaffina claimed that the unincorporated league members were injuring his actual SCDA company by continuing to operate. He said he was trying to run his league as a for-profit enterprise but could not so long as the unincorporated members were using and trampling on the SCDA's good name.

The following day, Sept. 27, Zaffina fired off another press release, this one informing the defendants that they were on the hook for a \$395 court filing fee and telling them how to avoid litigation and further damages.

Over the next several weeks, Zaffina bombarded the darts players with nine press releases (none of which was sent to the media). They included court deadlines, examples of burdensome discovery requests and dollar amounts for how much each defendant would be responsible for paying in order to battle him in court.

"Prepare for a lengthy and costly litigation that may possibly last in excess of two-years and cost each defendant approximately **\$50,000.00**," stated one. "***There is no other possible way out,***" read another.

To many, including darts player Bill Lynch, the press releases sounded like a shakedown. A successful musician, Lynch says he was furious that Zaffina was effectively destroying his beloved darts club. He had plenty of money to hire attorneys and go toe-to-toe with Zaffina in court, so Lynch decided to plunge neck-deep into the fray.

"How could anyone not see his lawsuit as malicious?" Lynch asks. "He's a menace to society and needed to be stopped."

Lynch and his lawyer, Michael Zuk, went so far as to file a cross-complaint against Zaffina, essentially accusing him of blackmail. A judge, however, struck it down, ruling that there was "no conclusive evidence of extortion."

At one point, Lynch says, he was willing to settle with Zaffina, but he asked for a deadline extension in order to have time to contact all of the numerous other defendants. He says Zaffina refused him the extension, so any potential deal fell apart.

"It's like dealing with a little kid who wants to play with his football and gets mad when the other kids are playing with their football," Zuk says. "It's like he wants to be the lone emperor of darts in Southern California."

Why did Zaffina do it? That seems to be the million-dollar question among the darts players.

If you ask Zaffina, he'll say he's a businessman, that he's always had some big ideas on how to run a for-profit darts league, and that snatching up the SCDA name was akin to nabbing a brand name such as Snickers or Campbell's Soup when their owners fell asleep at the wheel.

"Clearly," he stated in a court declaration, the SCDA name "is not *The Coca-Cola Company*, but what smart businessperson would not acquire a corporation under the name *The Coca-Cola Company* if that company was so foolish as to let their legal status be suspended by the state's executive branch that regulated corporations?"

Zaffina dismisses the notion that he was motivated by sour grapes, proudly explaining how he told the darts players in August 2010 that their group was not incorporated yet gallantly refrained from acquiring the name until January.

"If they're angry at me because I'm a good businessman," he says, "and because I dot all my I's and cross all my T's and I follow the law, then that's their problem. They had the opportunity for a good four months to get to a lawyer or do it themselves and renew the corporation. They should be angry at themselves, not me."

But most of the players aren't buying it, even the ones who played with Zaffina and say they liked the guy.

"Dino's managed to completely disassemble the old SCDA and ruined it for a lot of guys," says Zaffina's former teammate, Nick Turpin. "To me, it was him getting back at Harvey and these [other] guys. It's ridiculous. What a dick."

Despite his insistence that the SCDA will be a full-fledged business, Zaffina is not tipping his hand. His only disclosure appears in court papers, in which he says he plans to operate a series of steel and soft-tip darts leagues, tournaments and other darts-related ventures.

"It's going to be much bigger than anything anybody could imagine," he tells the *Weekly*. "That's all I'm going to say. The goal is much bigger than anything these people could have even fathomed."

There is some speculation among the darts players that Zaffina's endeavor, if it's real, will be conducted mostly online. After all, they say, what local is going to want to play in his league?

"I find it ironic," says Fischer, "because he says he wants to make money and promote a darts league, but all the people he's suing would be his clients. He's a bloody idiot."

As far as the players go, they share a collective sense of brotherhood and doom. Most of the pubs they play in have decided to avoid litigation and agreed to Zaffina's terms, which include making sure that

no one throws darts there under the SCDA name. Some of the pubs, including Ye Olde King's Head in Santa Monica, have posted signs saying as much.

The darts players are not sure what will come of the lawsuit against them, but they know Zaffina has legally obtained the SCDA name and, on that front at least, they've been licked.

"Dino won," Irete says. "He stopped us from playing. He put fear in too many people's minds and hearts."

Says Pierpoint, "It's really sad. Dino has hurt everyone who played in the league, all because he was trying to screw a few people he was pissed at."

Irete and Pierpoint both say plans are in the works to create a new league for the darts players, complete with new schedules, a proper tax ID and, of course, a new name that will be legally incorporated.

At one point, the players wanted to start fresh under the title Los Angeles Darts Association. Sabata says he mentioned the idea over the summer at the group's annual meeting and then posted the suggestion on Facebook on Sept. 7.

Two days later, according to Internet records, Zaffina bought the domain name losangelesdartsassociation.com. Less than a month later, he also bought the .net and .org versions of the name.

Zaffina denies he ever knew about the players' intent to form under the Los Angeles moniker and says there is no proof that he saw Sabata's Facebook post or that anyone sent him a link to it.

"Even if I was clairvoyant and I knew," he says, "I still have the right to purchase them."

Which, while technically true, are exactly the kinds of words that can piss off a bunch of beer-guzzling darts players.

Reach the writer at cvogel@laweekly.com.

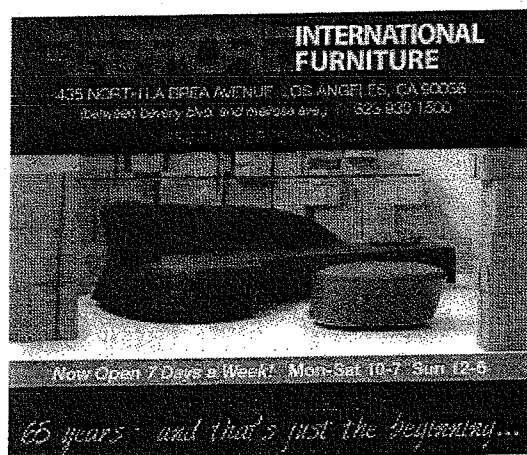


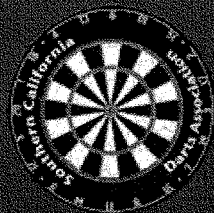
EXHIBIT B



EXHIBIT C



EXHIBIT D



[Home](#)

[About Us](#)

[Dart Games](#)

[Dart Leagues](#)

[League Info](#)

[Team Rankings](#)

[Players' Rankings](#)

[Dart Lessons](#)

[Tournaments](#)

[Dart Fans](#)

[Photos](#)

[Pro Talk](#)

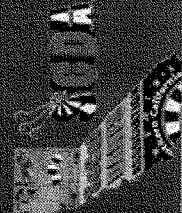
[Pubs' Profits](#)

[SCDA Products](#)

[Publicity](#)

[Links](#)

[Contact Us](#)



Southern California Darts Association, Inc.

"Providing the best dart leagues and tournaments in Southern California."

Join us in 2012

Southern California Darts Association, Inc. is a dart player's dream, providing the best dart leagues and tournaments in Southern California.

Southern California Darts Association, Inc. and its four subsidiaries, SCDA, So Cal Darts Association, So Cal Darts, and SCDA Products will give players and fans an excellent darning experience.

We support both steel and soft tip. The 2012 dart year will furnish leagues and tournaments in both categories.

Our leagues range from youth to adult. There is plenty of dart play for all ages. The youth leagues are for ages 13-to-17. The college leagues are open to those dart players that are attending universities and community colleges. The adult leagues are for those players that are at least 21-years of age.

SCDA will maintain team rankings with individual team profiles. Each SCDA player will have his/her own ranking listed, as well as, their player profile for their fans.

So Cal Darts Association will offer steel and soft tip lessons in our flight schools. SCDA wants you to feel comfortable in your ability to play darts the correct way and enjoy hitting your target.

Those tournament dart players will not need to look any further than our website to find the right tournaments across the country. We will supply you with every geographical area.

No other leagues or tournaments in Southern California provide fans the ability to interact with their favorite dart players. So Cal Darts has devised a method for dart fans to win along with their favorite players. Your enjoyment will be endless.

"Shoot Well!"

**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 R. Gary Klausner and the assigned discovery Magistrate Judge is Jay C. Gandhi.

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

CV12- 1899 RGK (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.

Name & Address:
James Kawahito (SBN 234851)
KAWAHITO SHRAGA & WESTRICK LLP
1990 S. Bundy Dr., Ste. 280
Los Angeles, CA 90025

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SOUTHERN CALIFORNIA DARTS
ASSOCIATION, a California unincorporated
association

PLAINTIFF(S)

v.

SOUTHERN CALIFORNIA DARTS
ASSOCIATION, INC., a California corporation,
DINO M. ZAFFINA, an individual, and DOES 1-10

DEFENDANT(S).

CASE NUMBER

CV12-01899 PAK (JLG)

SUMMONS

TO: DEFENDANT(S):

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, James Kawahito, whose address is 1990 S. Bundy Dr., Ste. 280, Los Angeles, California 90025. 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

Dated: March 6, 2012

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)]

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

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) SOUTHERN CALIFORNIA DARTS ASSOCIATION, a California unincorporated association	DEFENDANTS SOUTHERN CALIFORNIA DARTS ASSOCIATION, INC , a California corporation, DINO M. ZAFFINA, an individual, and DOES 1-10
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Kawahito Shraga & Westrick LLP 1990 S. Bundy Dr., Ste. 280 Los Angeles, CA 90025 Phone: (310) 746-5300	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U S Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U S Government Not a Party) <input type="checkbox"/> 2 U S Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant) <table style="width:100%; border: none;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:10%;">PTF <input type="checkbox"/> 1</td> <td style="width:10%;">DEF <input type="checkbox"/> 1</td> <td style="width:33%;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%;">PTF <input type="checkbox"/> 4</td> <td style="width:10%;">DEF <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td>PTF <input type="checkbox"/> 2</td> <td>DEF <input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td>PTF <input type="checkbox"/> 5</td> <td>DEF <input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td>PTF <input type="checkbox"/> 3</td> <td>DEF <input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td>PTF <input type="checkbox"/> 6</td> <td>DEF <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4	Citizen of Another State	PTF <input type="checkbox"/> 2	DEF <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	PTF <input type="checkbox"/> 5	DEF <input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	PTF <input type="checkbox"/> 3	DEF <input type="checkbox"/> 3	Foreign Nation	PTF <input type="checkbox"/> 6	DEF <input type="checkbox"/> 6
Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4														
Citizen of Another State	PTF <input type="checkbox"/> 2	DEF <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	PTF <input type="checkbox"/> 5	DEF <input type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	PTF <input type="checkbox"/> 3	DEF <input type="checkbox"/> 3	Foreign Nation	PTF <input type="checkbox"/> 6	DEF <input type="checkbox"/> 6														

IV. ORIGIN (Place an X in one box only.)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (specify):
 6 Multi-District Litigation
 7 Appeal to District Judge from Magistrate Judge

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

CLASS ACTION under F.R.C.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ Greater than \$100,000

VI. CAUSE OF ACTION (Cite the U S Civil Statute under which you are filing and write a brief statement of cause Do not cite jurisdictional statutes unless diversity)
 15 U.S.C. §§ 1051; 15 U.S.C. § 1125(a); B&PC § 17200; B&PC § 14247

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 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 <input type="checkbox"/> 530 Habeas Corpus <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 Act <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 checked="" type="checkbox"/> 840 Trademark SOCIAL SECURITY <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(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
--	---	--	---	--	---

CV12-01899

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 County	N/A

(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
Upon information and belief, Los Angeles County	N/A

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

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

* 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 March 6, 2012

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))