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BY: \_\_\_\_\_  
10 DEC 21 PM 1:38  
CLERK OF DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

FILED

5 Attorneys For Plaintiffs  
6 Insurance Company of the State of Pennsylvania and New Hampshire Insurance  
7 Company

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10 INSURANCE COMPANY OF THE )  
11 STATE OF PENNSYLVANIA, and )  
NEW HAMPSHIRE INSURANCE )  
12 COMPANY, )

13 Plaintiffs, )

14 vs. )

15 TRANSPORT INSURANCE )  
16 COMPANY, as successor to )  
TRANSPORT INDEMNITY )  
17 COMPANY, )

18 Defendant. )

Case No. **CV 10-09830 CAS(FFM)**

Assigned to:

**ORIGINAL COMPLAINT AND  
DEMAND FOR JURY TRIAL**

19  
20 Plaintiffs Insurance Company of the State of Pennsylvania (“ICSOP”),  
21 and New Hampshire Insurance Company (“NHIC”), file this, their Original  
22 Complaint, against Transport Insurance Company (“Transport”), as successor to the  
23 interests of Transport Indemnity Company (“TIC”), and respectfully allege as follows:  
24

25 **JURISDICTION AND VENUE**

26 1. This Court has subject matter jurisdiction over this action under 28  
27 U.S.C. § 1332(a)(2) because there is complete diversity of jurisdiction between the  
28 parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and

1 costs.

2 2. Venue is proper in this judicial district pursuant to 28 U.S.C. §  
3 1391(a) because this court has personal jurisdiction over Transport and a substantial  
4 part of the events giving rise to this action occurred in this district.

5  
6 **PARTIES**

7 3. Plaintiff ICSOP is an insurance company organized under the laws  
8 of Pennsylvania and maintains its principal place of business in New York County,  
9 New York. ICSOP is a subsidiary of Chartis US, Inc, a holding company organized  
10 under the laws of Delaware with its principal place of business in New York County,  
11 New York.

12 4. Plaintiff NHIC is an insurance company organized under the laws  
13 of Pennsylvania and maintains its principal place of business in New York County,  
14 New York. NHIC is a subsidiary of Chartis US, Inc, a holding company organized  
15 under the laws of Delaware with its principal place of business in New York County,  
16 New York.

17 5. Defendant Transport is a corporation organized under the laws of  
18 Ohio and maintains its principal place of business in Rhode Island. Upon information  
19 and belief, pursuant to an agreement effective March 31, 1985, Transport assumed all  
20 of the rights and obligations of TIC, a California insurance company previously  
21 located in Los Angeles, California, under all insurance policies and reinsurance  
22 contracts in force on or before March 31, 1985.

23  
24 **FACTS**

25 **A. ICSOP Reinsurance Agreements**

26 6. In 1973, ICSOP issued a Commercial Umbrella Liability insurance  
27 policy, Policy No. 4173-5516, to Kaiser Aluminum & Chemical Company (“Kaiser”)  
28 (the “ICSOP Policy”). The original period of the ICSOP Policy was February 1, 1973

1 to February 1, 1976, but it was extended by endorsement to March 3, 1976, and then  
2 again to April 1, 1976. ICSOP's limits under the policy were \$25 million each  
3 occurrence and in the aggregate, excess of \$25 million each occurrence and in the  
4 aggregate.

5           7. Pursuant to a "Certificate of Casualty Facultative Reinsurance"  
6 bearing the policy number SRL 000019, TIC agreed to reinsure the ICSOP Policy (the  
7 "ICSOP Reinsurance Agreement"). The ICSOP Reinsurance Agreement was issued  
8 on or about March 12, 1973 in TIC's offices located in Los Angeles, California, and  
9 was subsequently amended on or about May 23, 1973.

10           8. Reinsurance is a contractual relationship whereby one insurance  
11 company (the "reinsurer") agrees to indemnify another insurance company (the  
12 "reinsured") for some or all of the liability that the reinsured incurs under an insurance  
13 policy or class of policies. The reinsurer is paid a premium pursuant to the terms of  
14 the reinsurance agreement.

15           9. The reinsurance that TIC provided to ICSOP is referred to as  
16 "facultative reinsurance," which is a type of reinsurance that applies to a single policy  
17 or risk and is negotiated on an individual basis.

18           10. Pursuant to the ICSOP Reinsurance Agreements, TIC assumed up  
19 to \$1.5 million of ICSOP's liability under the ICSOP Policy to Kaiser for each of the  
20 three years of coverage in exchange for a stated premium.

21           11. In or about February 1976, TIC agreed to extend its coverage  
22 under the ICSOP Reinsurance Agreement to March 3, 1976 in exchange for an  
23 additional stated premium. (The ICSOP Reinsurance Agreement and the agreement  
24 pursuant to which Transport agreed to extend its coverage are referred to collectively  
25 as the "ICSOP Reinsurance Agreements.")

26           12. ICSOP duly collected premiums under the ICSOP Policy, and has  
27 investigated, settled, and paid claims to or on behalf of Kaiser under the ICSOP Policy  
28 in respect of claims by third parties based on the alleged liability of Kaiser. These

1 claims have been very numerous and significant because they involved asbestos  
2 personal injury. In addition to liability, ICSOP has also paid Kaiser defense costs and  
3 expended additional amounts in adjusting costs associated with its handling of  
4 Kaiser's claims.

5 13. Pursuant to the ICSOP Reinsurance Agreement, ICSOP duly paid  
6 the reinsurance premiums due and owing to TIC and otherwise fully complied with all  
7 other applicable provisions of the ICSOP Reinsurance Agreements.

8 14. All of the rights, duties, and obligations of TIC under the ICSOP  
9 Reinsurance Agreements issued by TIC to ICSOP have been transferred to and were  
10 assumed by Transport.

11 15. ICSOP has submitted numerous statements to Transport of  
12 amounts due from Transport for its share of amounts paid by ICSOP to or on behalf of  
13 Kaiser.

14 16. Transport has failed and refuses to pay certain amounts due to  
15 ICSOP pursuant to statements issued by ICSOP in accordance with the ICSOP  
16 Reinsurance Agreements, despite due notice and repeated demands for payment.  
17 Specifically, Transport has failed to pay in excess of \$ 3,900,000.00 to ICSOP in  
18 balances currently due and owing under the ICSOP Reinsurance Agreements.

19  
20 **B. NHIC Reinsurance Agreement**

21 17. In 1973, NHIC issued a Commercial Umbrella Liability insurance  
22 policy, Policy No. 5173-0230, to Kaiser, effective from June 6, 1973 to June 6, 1976  
23 (the "NHIC Policy"). NHIC's limits under the policy were \$50 million each  
24 occurrence and in the aggregate, excess of \$50 million each occurrence and in the  
25 aggregate.

26 18. Pursuant to a "Certificate of Casualty Facultative Reinsurance"  
27 bearing the policy number SRL 000048, TIC agreed to reinsure the NHIC Policy (the  
28 "NHIC Reinsurance Agreement"). The NHIC Reinsurance Agreement was issued on

1 or about July 6, 1973 in TIC's offices located in Los Angeles, California.

2 19. Pursuant to the NHIC Reinsurance Agreement, TIC assumed up to  
3 \$1 million of NHIC's liability under the NHIC Policy to Kaiser for each of the three  
4 years of coverage in exchange for a stated premium.

5 20. NHIC duly collected premiums under the NHIC Policy, and has  
6 investigated, settled, and paid claims to or on behalf of Kaiser under the NHIC Policy  
7 in respect of claims by third parties based on the alleged liability of Kaiser. These  
8 claims have been very numerous and significant because they involved asbestos  
9 personal injury. In addition to liability, NHIC has also paid Kaiser defense costs and  
10 expended additional amounts in adjusting costs associated with its handling of  
11 Kaiser's claims.

12 21. Pursuant to the NHIC Reinsurance Agreement, NHIC duly paid the  
13 reinsurance premiums due and owing to TIC and otherwise fully complied with all  
14 other applicable provisions of the NHIC Reinsurance Agreement.

15 22. All of the rights, duties, and obligations of TIC under the NHIC  
16 Reinsurance Agreement issued by TIC to NHIC have been transferred to and were  
17 assumed by Transport.

18 23. NHIC has submitted numerous statements to Transport of amounts  
19 due from Transport for its share of amounts paid by NHIC to or on behalf of Kaiser.

20 24. Transport has failed and refuses to pay certain amounts due to  
21 NHIC pursuant to statements issued by NHIC in accordance with the NHIC  
22 Reinsurance Agreement, despite due notice and repeated demands for payment.  
23 Specifically, Transport has failed to pay in excess of \$600,000.00 to NHIC in balances  
24 currently due and owing under the Reinsurance Agreement.

25  
26 **CLAIMS FOR RELIEF**

27 **First Claim for Relief – ICSOP's Breach of Contract Claim Against Transport**

1           25. ICSOP repeats and realleges the allegations of Paragraphs 1-16  
2 above as if set forth fully herein.

3           26. Under the ICSOP Reinsurance Agreements, Transport has an  
4 obligation and duty to indemnify ICSOP for Transport's share of loss and expense  
5 incurred in connection with the ICSOP Policy issued to Kaiser.

6           27. Transport has breached the ICSOP Reinsurance Agreements by  
7 failing and continuing to refuse to make payment of balances due thereunder.

8           28. As a result of Transport's breach of the ICSOP Reinsurance  
9 Agreements, ICSOP has suffered damages to date in excess of \$3,900,000.00.

10  
11           **Second Claim for Relief – ICSOP's Declaratory Judgment Claim Against**  
12   **Transport**

13           29. ICSOP repeats and realleges the allegations set forth in paragraphs  
14 1-16 above as if set forth fully herein.

15           30. ICSOP has demanded but Transport has refused to pay amounts  
16 billed regarding Kaiser and thus there is an actual controversy between the parties  
17 regarding the parties' rights and obligations under the ICSOP Reinsurance  
18 Agreements and, in particular, Transport's obligation to pay outstanding amounts, and  
19 other amounts that may become due, under the Agreements.

20           31. Transport is obligated to pay the amounts owed to ICSOP under  
21 the ICSOP Reinsurance Agreements resulting from payments made under or in  
22 connection with the ICSOP Policy.

23  
24           **Third Claim for Relief – NHIC's Breach of Contract Claim Against Transport**

25           32. NHIC repeats and realleges the allegations of Paragraphs 1-5, 17-  
26 24 above as if set forth fully herein.

27           33. Under the NHIC Reinsurance Agreement, Transport has an  
28

1 obligation and duty to indemnify NHIC for Transport's share of loss and expense  
2 incurred in connection with the NHIC Policy issued to Kaiser.

3 34. Transport has breached the NHIC Reinsurance Agreement by  
4 failing and continuing to refuse to make payment of balances due thereunder.

5 35. As a result of Transport's breach of the NHIC Reinsurance  
6 Agreement, NHIC has suffered damages to date in excess of \$600,000.00.

7  
8 **Fourth Claim for Relief – NHIC's Declaratory Judgment Claim Against**  
9 **Transport**

10 36. NHIC repeats and realleges the allegations set forth in paragraphs  
11 1-5, 17-24 above as if set forth fully herein.

12 37. NHIC has demanded but Transport has refused to pay amounts  
13 billed regarding Kaiser and thus there is an actual controversy between the parties  
14 regarding the parties' rights and obligations under the NHIC Reinsurance Agreement  
15 and, in particular, Transport's obligation to pay outstanding amounts, and other  
16 amounts that may become due, under the Agreement.

17 38. Transport is obligated to pay the amounts owed to NHIC under the  
18 NHIC Reinsurance Agreement resulting from payments made under or in connection  
19 with the NHIC Policy.

20  
21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs Insurance Company of the State of  
23 Pennsylvania and New Hampshire Insurance Company pray as follows:

24 A. Money damages to ISCOP in the amount in excess of  
25 \$3,900,000.00, in an amount to be proven at trial;

26 B. Money damages to NHIC in the amount in excess of \$600,000.00,  
27 in an amount to be proven at trial;

28 C. Prejudgment interest at the statutory rate from the date the causes

1 of action arose;

2 D. Entry of judgment declaring that Transport Indemnity Company is  
3 obligated to pay the amounts billed respecting Kaiser, and further amounts that may  
4 be billed pursuant to and in accordance with, the IS COP and NHIC Reinsurance  
5 Agreements;


6 E. Reasonable attorneys' fees;

7 F. Costs and disbursements as allowed by law; and

8 G. Such other and further relief as the Court shall deem just and  
9 proper, including a trial by jury.

10 Dated: December 2, 2010

SIDLEY AUSTIN LLP

11  
12   
13 By: \_\_\_\_\_  
14 Ronie M. Schmelz (SBN 130798)  
15 rschmelz@sidley.com  
16 555 West 5<sup>th</sup> Street  
17 Los Angeles, CA 90013  
18 (213) 896-6000  
19 (213) 896-6600 (fax)  
20 Attorneys for Plaintiffs  
21 Insurance Company of the State of  
22 Pennsylvania and New Hampshire  
23 Insurance Company  
24  
25  
26  
27  
28



**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 Christina A. Snyder and the assigned discovery Magistrate Judge is Frederick F. Mumm.

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

**CV10- 9830 CAS (FFMx)**

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.

Ronie M. Schmelz (SBN 130798)  
SIDLEY AUSTIN LLP  
555 West Fifth Street, Suite 4000  
Los Angeles, California 90013-1010  
Tel: (213) 896-6000  
Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

THE INSURANCE COMPANY OF THE STATE OF  
PENNSYLVANIA, and NEW HAMPSHIRE  
INSURANCE COMPANY,  
PLAINTIFF(S)

CASE NUMBER

CV10-09830CAS(FFMx)

v.

TRANSPORT INDEMNITY COMPANY, as  
SUCCESSOR to TRANSPORT INDEMNITY  
COMPANY,  
DEFENDANT(S).

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, Ronie M. Schmelz, Sidley Austin LLP, whose address is 555 West Fifth Street, Suite 4000, Los Angeles, CA 90013-1010. 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: DEC 21 2010

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

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> ) The Insurance Company of the State of Pennsylvania	<b>DEFENDANTS</b> Transport Indemnity Company
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  Ronie M. Schmelz (SBN 130798), Sidley Austin LLP, 555 West Fifth Street, Suite 4000, Los Angeles, California 90013-1010 Telephone: (213) 896-6000	Attorneys (If Known)

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	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 checked="" 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 checked="" 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
	<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>																				
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 checked="" 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 checked="" type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

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

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

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

**CLASS ACTION under F.R.C.P. 23:**  Yes     No   
 **MONEY DEMANDED IN COMPLAINT:** \$ 4,500,000.00

**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.)

28 U.S.C. § 1332(a) - Breach of contract claim and claim for declaratory judgment; venue is proper because diversity exists between the parties.

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

<b>OTHER STATUTES</b> <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	<b>CONTRACT</b> <input checked="" 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 <b>REAL PROPERTY</b> <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	<b>TORTS</b> <b>PERSONAL INJURY</b> <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 <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <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 <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <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	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus 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 <b>TORPEFURE/PENALTY</b> <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	<b>LABOR</b> <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 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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CV10-09830

**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
	The Insurance Company of the State of Pennsylvania has its principal place of business in the State of New York.

(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
Transport Indemnity Company has its principal place of business in Los Angeles County.	

(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	

\* 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 12-21-10

**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))