

1 Dr. Nira Schwartz dba Jaffa OptroniX  
2 2550 PCH # 68  
3 Torrance, CA 90505  
4 TEL: (310) 326-6174  
5 Email: nira7@aol.com

6 Plaintiff non-attorney in pro se

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

10 Dr. Nira Schwartz dba Jaffa OptroniX )  
11 2550 PCH # 68, Torrance, CA 90505 )

CASE NO: *W06-4010* DDP (JCx)

12 )  
13 Plaintiff, )

14 vs. )

**COMPLAINT FOR:**  
**DECLARATORY JUDGMENT;**  
**COPYRIGHT/IP INFINGMENT;**  
**EQUITABLE RELIEF;**  
**DAMAGES; INJURY;**  
**MONEY HAD AND RECEIVED;**  
**DISCRIMINATION;**  
**OTHERS;**

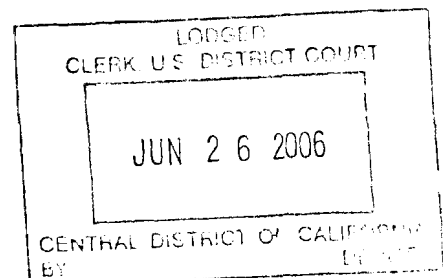
15 **1) United States Of America** )  
16 **Office of the US Attorney, Civil** )  
17 **Process Clerk, 7<sup>th</sup> FL. 300 N. Los** )  
18 **Angeles St., Los Angeles, CA 90012** )

19 **2) MIT Lincoln Laboratory known as** )  
20 **"MIT/LL", At: 244 Wood Street,** )  
21 **Lexington, MA 02420-9108** )

22 **3) Lawrence Livermore National** )  
23 **Laboratory known as "LLNL", At:** )  
24 **7000 East Ave., Livermore, CA** )  
25 **94550** )

26 **4) Aerospace Corporation known as** )  
27 **"AERO" At: 2350 East El Segundo** )  
28 **Blvd. El Segundo, CA90245-4691** )

Defendants )



**Abbreviations Created at Paragraph (Par) #**

	<b><u>Abbreviation</u></b>	<b>Par</b>
1	Hereafter: FFRDC	3
2	Hereafter: <i>qui-tam</i> and <i>wrongful-Termination</i> case	1
3	Hereafter: DCIS <i>Investigation</i>	15
4	Hereafter: NMD/EKV POET <i>technologies</i>	16
5	Hereafter: <i>Consulting agreement</i>	17
6	Hereafter: Plaintiff's <i>intellectual-property</i>	18
7	Hereafter: <i>unauthorized dissemination and destroying market</i>	19
8	Hereafter: <i>Classified</i>	20
9	Hereafter: POET's <i>counter-reports</i>	21
10	Hereafter: POET was assembled as <i>independent evaluator</i>	23
11	Hereafter: <i>infringement</i>	24
12	Hereafter: <i>instructions</i>	25
13	Hereafter: <i>false decline intervention in qui-tam case</i>	27
14	Hereafter: <i>dismissal of qui-tam case without attorney general consent in writing</i>	28
15	Hereafter: <i>employment discrimination</i>	33
16	Hereafter: 'SSSS' <i>discrimination</i>	34
17	Hereafter: <i>Attorney Steven Kim</i>	37
18	Hereafter: <i>fraudulent attorneys' fees</i>	38
19	Hereafter: <i>\$1.61 million dollar research and development cost</i>	42
20	Hereafter: <i>refusing to pay</i>	47
21	Hereafter: <i>letter to the US President</i>	48

1 Plaintiff Dr. Nira Schwartz dba Jaffa OptroniX informs and believes and therefore alleges  
2 as follows:

3  
4 **I. THE PARTIES**

5       1. Plaintiff Dr. Nira Schwartz dba Jaffa OptroniX a self-employed person with a  
6 principal place of business in Torrance of Los Angeles County, California. Dr. Schwartz,  
7 born in 1946 in Israel, is an American engineer with a combined specialty in physics,  
8 mathematics, and electronics. She obtained her doctorate from the University of Tel Aviv  
9 in 1979, and worked for years for Governments and large companies as a consulting  
10 specialist in tests and validations of technologies, their concepts and performance against  
11 physics laws in the fields of optics, Electronics, Computers, and Engineering. Dr. Schwartz  
12 is expert in fast and unique algorithms and software; image processing; computers; voice  
13 compression; pattern-recognition; physics; mathematics; engineering; DSP; Data  
14 processing, Testing of large systems. Dr. Schwartz is the inventor of 24 US patented  
15 technologies. Dr. Schwartz was employed by TRW Inc. [Currently Northrop Grumman  
16 Corporation (NGC)] from September 1995 until late February 1996 in the Space and  
17 Technology Division of TRW's Space and Electronics Group in Redondo Beach,  
18 California. Her hiring supervisor called her "almost uniquely qualified" to assist TRW Inc.  
19 in these highly technical areas. While at TRW, Dr. Schwartz was a Senior Staff Engineer,  
20 with "Secret" security clearance. She was involved in tests and validations of technologies  
21 in National Missile Defense Exo-Atmospheric Kill Vehicle program [NMD/EKV]. Dr.  
22 Schwartz found that TRW Inc., (TRW) and Boeing North America Inc. (Boeing) reported  
23 to the Government false NMD/EKV technologies performance. On April 29, 1996 Dr.  
24 Schwartz and her attorneys filed qui-Tam and wrongful termination actions together  
25 pursuant to the provisions of 31 U.S.C. § 3730 under case CV-96-3065RSWL in the  
26 federal district court for the Central District of California of behalf of herself and on behalf  
27  
28

1 of the Government with TRW/Boeing the defendants. [Hereafter: *qui-tam* and *wrongful-*  
2 *Termination* case].

3       **2.**     United States Of America, its agencies, Departments, and offices: Department  
4 Of Defense [DOD]; the Defense Security Service [DSS], the ARMY; the Ground Base  
5 Interceptor [GBI, and GBI PO]; Ballistic Missile Defense [BMD] prior known as Ballistic  
6 Missile Defense Organization [BMDO, MDA]; Department of Defense [DOD]; Department  
7 of Justice [DOJ]; National Missile Defense [NMD, and NMD JPO]; Defense Criminal  
8 Investigation Service [DCIS]; Inspector General [IG]; Attorney General [AG]; General  
9 Accounting Office [GAO]; CSC; Defense Security Service [DSS]; Freedom Of Information  
10 Office [FOIA]; FBI; CIA; all doing business, transacted business and activities in the  
11 County of Los Angeles, California.

12       **3.**     MIT Lincoln Laboratory known as "MIT/LL", with Principal Places at: 244  
13 Wood Street, Lexington, MA 02420-9108, doing business and transacted business in the  
14 County of Los Angeles, California. MIT/LL is a Federally Funded Research and  
15 Development Center. It is sponsored by government agencies, privately administered by  
16 universities and other not-for-profit organizations. It assists the U.S. government with  
17 scientific research and analysis, systems development, and systems acquisition, working as  
18 strategic partners with their sponsoring government agencies. Alleging to ensure objectivity  
19 and technical excellence, it is organized as an independent, not-for-profit entity. (Hereafter:  
20 FFRDC).

21       **4.**     Lawrence Livermore National Laboratory known as "LLNL", with Principal  
22 Places at: 7000 East Ave., Livermore, CA 94550, doing business and transacted business in  
23 the County of Los Angeles, California. LLNL is a FFRDC.  
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1           **5.**     Aerospace Corporation known as "AERO" with Principal Places at: 2350 East  
2 El Segundo Blvd. El Segundo, CA90245-4691, doing business and transacted business in  
3 the County of Los Angeles, California. AERO is a FFRDC.

4           **6.**     The Phase One Engineering Team [POET] was put together by the Defendants  
5 as MIT/LL, LLNL, and AERO. The POET was assembled on a government need to  
6 validate basis.

7           **7.**     Plaintiff is informed and believes and thereon alleges that Defendants together  
8 and independently in doing the things alleged herein, they made business, transacted  
9 business, and activities in the State of California, committed wrongful acts in this State, and  
10 committed acts outside California which they knew and intended would have detrimental  
11 and injurious and damaging effects in this State.

12           **8.**     The Defendants and their agencies now and at all times alleged herein are  
13 corporations and Laboratories to be identified accurately at the time of discovery, and  
14 amending complaint will be requested at that time, are qualified to do business and doing  
15 business in the State of California, with their principal offices at the Defendants Principal  
16 Places.

17           **9.**     Plaintiff is informed and believes and thereon alleges that each of the  
18 Defendants independently, and together is responsible in some manner for the occurrences  
19 herein alleged, were proximately caused by their conduct, intentionally, knowing or having  
20 reason to know that the other is acting or will act tortiously, and materially contributing to  
21 it for their sole benefits, for receiving Federal funds, and enrichment; For purposes of  
22 convenience, all reference made to "Defendants" shall include said Defendant (1), (2), (3)  
23 and (4) together and each of them independently.

24           **10.**    At all times herein mentioned, each of the Defendants was acting  
25 independently, and/or government agencies, and/or was the agent and/or strategic partners  
26  
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1 with their sponsoring government agencies, and/or National Laboratory of each of the  
2 remaining Defendants, and/or contractor/subcontractor of each other, and in doing the  
3 things herein alleged, was acting within the course and scope of such agency, and with the  
4 permission and consent of each and every other Defendant and government agencies.

## 5 **II. JURISDICTION AND VENUE**

6 **11.** The Court has jurisdiction of this action pursuant to 28 U.S.C. § 1338; 17  
7 U.S.C. § 411 (a); 17 U.S.C § 106; 464 U.S. 417; 17 U.S.C. § 101; 17 U.S.C. § 201; 17  
8 U.S.C § 412; 28 U.S.C. § 1491(a)(l); 31 U.S.C. § 3730; 31 U.S.C. § 3729; 35 U.S.C. §183;  
9 35 U.S.C. §181; RESTATEMENT (SECOND) OF TORTS §§ 222A-242(2003); TORT  
10 laws base claims; laws of defamation; Order dated 12/29/2004 [in typing error order  
11 marked 12/29/2003] Court of Claims in Washington case 03-37C Judge Bush; Orders dated  
12 2/9/2004 and 12/27/1999 and 9/14/1999 in case CV-96-3065RSWL in the federal district  
13 court for the Central District of California;

14  
15 **12.** Venue is proper in the Central District of California, and proper for this court  
16 to entertain under the jurisdiction. Substantial part of the acts or omissions alleged herein  
17 occurred within the Central District of California, and Defendants transact business in this  
18 District. Plaintiff's instant claims rise from same issues, facts and matters of laws, based on  
19 this court prior issued orders.

20 **13.** Plaintiff Dr. Schwartz demands trial by a Judge.  
21

## 22 **III. FACTUAL BACKGROUND**

23 *(qui-tam and wrongful-Termination case; NMD/EKV POET technologies;*  
24 *Consulting agreement; Plaintiff's intellectual-property;*  
25 *unauthorized dissemination and destroying market; Classified; counter-reports;)*  
26  
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1           **14.** Plaintiff incorporates each and every allegation set forth in paragraphs 1  
2 through **13**, above, inclusive, as though set forth fully herein.

3           **15.** During 1996 till 1999 Special Agent (SA) Sam Reed at Defense Criminal  
4 Investigation Service (DCIS), investigated Dr. Schwartz allegations in accordance of *qui-*  
5 *tam* case. [Hereafter: DCIS *Investigation*]

6           **16.** The NMD/EKV technologies alleged capabilities to discriminate  
7 (differentiate) a warhead from a decoy. These technologies were not original to  
8 TRW/Boeing but rather were developed and evolved by members of the POET, and the  
9 Defendants through Government-funded research dating to the early 1970's (*wrongful-*  
10 *Termination* case trial Exhibit #311). [Hereafter: NMD/EKV POET *technologies*]

11           **17.** On March 1997 at Dr. Schwartz home, DOJ attorney Dennis Egan knowingly  
12 and intentionally informed Plaintiff that he represented the Government's agencies:  
13 ARMY, BMDO, DSS, and GBI, and offered Dr. Schwartz a Consulting agreement and that  
14 the Government will intervene in the *qui-tam* case. On that day, Attorney Egan prohibited  
15 Dr. Schwartz from talking to any one including her attorneys about the *qui-tam* case, and  
16 the agreement made with him. In March 1997, and in 1998 DOJ attorney Dennis Egan  
17 threatened Dr. Schwartz that if she will not cooperate, the Defendants will decline  
18 intervention in the *qui-tam* case. SA Sam Reed was present and promised Dr. Schwartz if  
19 she asks, he will testify to that fact in court, and that he believed DOJ Attorney Dennis  
20 Egan promises were in good faith and valid. Dr. Schwartz a non-attorney that was  
21 prohibited from communications with her attorneys believed and trusted DOJ attorney  
22 Dennis Egan. Dr. Schwartz accepted the Consulting agreement terms. During 1997-1999  
23 Plaintiff's *intellectual-property* was delivered to DCIS, and 79 invoices were delivered to  
24 the Defendants requesting to be paid for consulting work. In 2006 Plaintiff's *intellectual-*  
25 *property* was delivered to BMDO/MDA/ARMY, subject to protective orders dated  
26  
27  
28

1 12/27/99 and 9/14/99. On 12/29/04, Washington Court of claims case 03-37C Judge Bush  
2 opinion was “the government did not enter into an enforceable agreement with Dr.  
3 Schwartz that would provide compensation for the use of Dr. Schwartz's works”, because  
4 attorney Dennis Egan was not authorized to make such agreement. All injured, damaged,  
5 harassed, discriminate and mistreatment or some sort of disparate treatment threatening Dr.  
6 Schwartz's ability to communicate with her attorneys; in tort and constitute issues over  
7 which this court has jurisdiction. [Hereafter: *Consulting agreement*].

8 **18.** As a result of *Consulting agreement*, during 1997 till 1999 for over 4500  
9 hours of research and development, Plaintiff produced 13 reports, computer diskettes with  
10 her developed software and algorithms, source code and in object code form, presentations,  
11 viewgraphs, lectures, technologies, know how, trade secrets, Intellectual Property,  
12 technologies, Copyrights information, confidential and proprietary information, test  
13 procedures, tests results, tests validations, flight tests analysis and validations, thousands of  
14 pages of fine and detailed analysis and recommendations related to NMD/EKV POET  
15 *technologies*. Plaintiff's highly creative scientific work required expertise in the fields of  
16 Physics, Mathematics and Engineering. Plaintiff's work concluded that the NMD/EKV  
17 POET *technologies* failed to comply with physics laws, were false, and will never work,  
18 and will never perform to the level required by the Government as specified in the TRD  
19 (Technical Requirement Document). The NMD/EKV POET *technologies* were developed  
20 through Government-funded research dating to the early 1970's, and as contracted by the  
21 Government for building it with TRW/Boeing companies in NMD/EKV program. Judge  
22 Bush ruled that the Defendants do not contest Dr. Schwartz authorship of these 13 reports,  
23 and that they benefited from it. [Hereafter: Plaintiff's *intellectual-property*]

24 **19.** In 1997 till 1999 Plaintiff was informed and believed a market and a buyer  
25 were in the NMD/EKV program for Plaintiff's *intellectual-property* and her expertise; such  
26 as POET/ARMY/GBI/BMDO/MDA/TRW/Boeing/NRC [Nichols Research Corporation],  
27  
28

1 CSC, NMD JPO, GBI PO, NMD JPO. The Defendants made unfair and unauthorized use,  
2 unauthorized dissemination of Plaintiff's *intellectual-property* to all above, destroyed its  
3 originality and market, and prevents Plaintiff from benefits and enrichment from it. Only  
4 for the sole Defendants' enjoyment, benefits, Federal funds, and enrichment, while refuse  
5 pay Plaintiff. [Hereafter: *unauthorized dissemination and destroying market*]

6 **20.** During 1997 till 2005 the Defendants Classified Plaintiff's *intellectual-*  
7 *property* as "secret" and in mid 1999 it was reclassified as "top secret" along the  
8 termination of Plaintiff "secret" clearance. The Defendants Prohibited Plaintiff from  
9 making any copies of Plaintiff's *intellectual-property*, prohibited her from access it and/or  
10 to possess it and on 12/27/99 and 9/14/99 issued protective orders in the *qui-tam* case to  
11 have Dr. Schwartz surrender to the Defendants instant and future Plaintiff's *intellectual-*  
12 *property*. The Government blackballed Plaintiff by alleging she divulged Classified  
13 information, when the documents Plaintiff had were given to her as unclassified material by  
14 SA Reed at DCIS to be used in her *qui-tam* case [Hereafter: *Classified*]

15 **21.** In late 1997, the Government partnered/appointed/retained/sponsored  
16 /assembled the POET to be alleged independent evaluator of the NMD/EKV POET  
17 *technologies*, and to study, review, validate, analyze, evaluate Plaintiff's *intellectual-*  
18 *property* and her allegations that NMD/EKV POET *technologies* build by TRW/Boeing are  
19 false and fraud, in noncompliance with physics laws, and will never work, and  
20 noncompliance with the TRD. The POET dedicated over 18 months to that mission and  
21 produced several counter-reports as a response to Plaintiff's *intellectual-property*. On  
22 7/10/98 the POET refused to validate Dr. Schwartz allegations against the TRD as SA Reed  
23 at DCIS instructed. The Government paid the POET over \$700 million dollar per year in  
24 accordance with evaluation of NMD EKV program, including without limitations  
25 evaluation, validation, study, review of Plaintiff's *intellectual-property*. [Hereafter: POET's  
26 *counter-reports*].  
27  
28

1  
2 **IV. FACTUAL BACKGROUND**

3 (POET was assembled as independent evaluator; infringement;  
4 instructions; false decline intervention in qui-tam case; dismissal of qui-tam case without  
5 attorney general consent in writing)  
6

7 **22.** Plaintiff incorporates each and every allegation set forth in paragraphs 1  
8 through **21**, above, inclusive, as though set forth fully herein.

9 **23.** During 1997-1999 Plaintiff and SA Sam Reed at DCIS objected to having the  
10 POET study, review, validate, analyze, evaluate Plaintiff's *intellectual-property*. It placed  
11 the POET in a position of alleged independent evaluator of it own NMD/EKV POET  
12 *technologies*. An act that jeopardized the objectivity and unbiased POET's *counter-reports*  
13 and recommendations for the *qui-tam* case that was still under seal in court. It was also  
14 wrong because of common interest shared between the POET, TRW/Boeing, and some  
15 ARMY offices, to continue the building of NMD/EKV POET *technologies*, which will  
16 assure Government continue paying them billions of dollars. The Defendants responded  
17 that Plaintiff has no saying in that, and despite her objection, they piracy and robbed  
18 Plaintiff's *intellectual-property* and disseminated it to hundreds of people, to TRW/Boeing/  
19 NRC [Nichols Research Corporation], CSC, NMD JPO, GBI PO, NMD JPO, and many  
20 more to be revealed at discovery. In March 1997, and in 1998 DOJ attorney Dennis Egan  
21 threatens Dr. Schwartz that if she will not cooperate, the Defendants will decline  
22 intervention in *qui-tam* case. [Hereafter: POET was assembled as independent evaluator].  
23

24 **24.** During 1998 till today the Defendants and the POET's *counter-reports*  
25 infringed on Plaintiff's *intellectual-property* by making unfair and unauthorized use of it;  
26 by copying *and pasting* it into the POET's *counter-reports*; failing to identify the author of  
27  
28

1 the *pasted* information as Dr. Schwartz; falsified the author and owner of the *pasted*  
2 information as authored by DCIS (while knowing that SA Reed was not a scientist);  
3 tampered with the *pasted* information to conceal the fact that the NMD/EKV POET  
4 *technologies* concept is false; falsely presented the *pasted* information as the POET  
5 findings; run Plaintiff's *intellectual-property* and software on Defendants computers and  
6 pasted the results into the POET's *counter-reports* falsely presented it as authored by  
7 DCIS; unauthorized Disseminated Plaintiff's *intellectual-property* to hundreds of people,  
8 to TRW/Boeing/NRC [Nichols Research Corporation], CSC, NMD JPO, GBI PO, NMD  
9 JPO, and many more to be revealed at discovery; Killing Plaintiff's *intellectual-property*  
10 market and its originality; killing Plaintiff rights to justice in *qui-tam* case; deny pay and  
11 *refusing to pay* Plaintiff; refusing to return Plaintiff's *intellectual-property*; breaching and  
12 violating the Plaintiff and AS Reed instructions on 10/9/98, 9/17/98, 9/22/98, and 9/25/98,  
13 to safeguard Plaintiff's *intellectual-property* and not to disseminate it; All to their sole  
14 benefit, for receiving Federal funds, enrichment; [Hereafter: *infringement* ].

15  
16 **25.** The Defendants received Plaintiff's and AS Reed instructions' in writing on  
17 10/9/98, 9/17/98, 9/22/98, and 9/25/98, to safeguard Plaintiff's *intellectual-property*, to  
18 decline *unauthorized dissemination and destroying market* and decline *infringement* of it,  
19 which they breached and violated. [Hereafter: *instructions*]

20 **26.** The POET's *counter-reports* alleged findings were that TRW technology (i.e.,  
21 NMD/EKV POET *technologies*) complied with the TRD. Plaintiff informed and believes  
22 and therefore alleged that in actuality the POET created two sets of POET's *counter-*  
23 *reports*. One was produced in bad faith for the purpose of causing the Government not to  
24 intervene in Plaintiff's *qui-tam* case alleging TRW's technologies comply with the TRD  
25 and to cause the closing of DCIS *Investigation*. The second set POET's *counter-reports* did  
26 not claim that, and falsely and knowingly were not used as a reason to intervene in *qui-tam*  
27 case, and continue SA Reed DCIS *Investigation*.

1           **27.** On 3/31/99 based on the POET's *counter-reports* the Defendants, informed the  
2 court of declined intervention in Plaintiff's *qui-tam* case. DOJ Attorney Dennis Egan  
3 advised that as a result of the POET findings and the letter received from ARMY LtCol.  
4 Hoffman, the DOJ would not intervene in Plaintiff's *qui-tam* case. This was when Attorney  
5 Dennis Egan was aware that there were two sets of POET's *counter-reports*, and that the  
6 one he acted upon was a false and fraudulent finding/evaluation of Plaintiff's *intellectual-*  
7 *property*. The Defendants decision was knowingly based on lies, deceptions, reckless  
8 disregard for the truth, breach of good faith, not for good cause, not in good faith efforts, in  
9 abuse of power, false and fraud act that came to induce injury and damages to Plaintiff.  
10 Leaving Plaintiff to carry the *qui-tam* case with all its economical and emotional loads, and  
11 to continue sabotaging Dr. Schwartz efforts to protect the national security. Defendants'  
12 Decline intervention was also based on 2/26/1999 ARMY letter that knowingly and falsely  
13 stated:  
14

15           "On February 26, 1999, LtCol. John B. Hoffman, United States Army Legal  
16 Services, Arlington, VA, provided a letter to the DOJ, Commercial Litigation  
17 Branch, Civil Division, Washington, D.C. LtCol. Hoffman states in the letter that,  
18 "Based upon conversations with Mr. Dennis Egan, the investigators handling this  
19 case and our review of the facts, we recommend against intervening in this case. The  
20 relator's request that the government not intervene, while not determinative, was also  
21 considered as a factor in making this recommendation."

22 [Hereafter: *false decline intervention in qui-tam case*]

23           **28.** Plaintiff never requested that the Government would not intervene in her case,  
24 as LtCol. John B. Hoffman knowingly and intentionally falsified this information to justify  
25 non-intervention in *qui-tam* case, to cover up the fact that NMD/EKV POET *technologies*  
26 were false, and to assure his agency continue receiving Government Funding; DOJ  
27 Attorney Dennis Egan was on the top of the *qui-tam* case, and knew that LtCol. John B.  
28 Hoffman's letter dated 2/26/99 was a false and fraud letter/statement, but this did not

1 prevent Attorney Egan from using it for his *false decline intervention in qui-tam case*; The  
2 only investigator in the case SA Reed wrote on 3/15/99 that he never recommended non-  
3 intervention and that the LtCol. John B. Hoffman letter has no basis. When SA Reed stood  
4 up for correcting the wrong done to Plaintiff, he was forced to leave DCIS. The Attorney  
5 General was not aware of the decision not to intervene in *qui-tam* case, and/or of the  
6 *Consulting agreement*, and/or DOJ attorney intervention agreement/promises made to  
7 Plaintiff at the present of SA Reed, and/or the dismissal of the *qui-tam* case on 3/27/03.  
8 Plaintiff's is informed and believes and therefore alleged that the attorney general consent  
9 in writing to the dismissal of the *qui-tam* case as was given to the Judge in closed doors in  
10 his chambers without Dr. Schwartz attorneys present was fraudulent. The Documents  
11 Plaintiff has, show that attorney general had no knowledge what was going in the *qui-tam*  
12 case. All with the Defendants knowledge, and intentional doing and support that came to  
13 induce injury and damages to Plaintiff, for their sole benefit, Federal funds, & enrichment.  
14 [Hereafter: *dismissal of qui-tam case without attorney general consent in writing*]

15  
16 **29.** Plaintiff is informed and believes and therefore alleged that on 2/27/03 a  
17 *dismissal of qui-tam case without attorney general consent in writing* was made. Plaintiff is  
18 that since 1999, GAO falsify facts n their reports, and alleged meetings that took place were  
19 TRW/Boeing informed the Defendants of false NMD/EKV POET *technologies*. Since  
20 about 2000, communications between Hon. Congressman Berman and the Defendants, and  
21 the Attorney General, show that the Defendants and their agencies took the law into their  
22 hands, to injure and damage Plaintiff and prevent here from going trial with *qui-tam* case;  
23 falsified facts to dismissed the *qui-tam* case. [31 U.S.C. § 3730; 31 U.S.C. § 3729]

24 **30.** Plaintiff is informed and believe that the Defendants and their representative  
25 knowingly, intentionally contributed to Plaintiff's injury, damages, discrimination,  
26 harassment, and to do what ever they can to prevent Plaintiff from revealing in court and to  
27 the public that the Defendants and the NMD/EKV POET *technologies*, are false and will  
28

1 never work, and are in non-compliance with physics laws, and the billion of dollars they  
2 spend on developing it, testing it, is throwing good money and time after bad.

3       **31.** All injured, damaged, harassed, and mistreatment or some sort of disparate  
4 treatment threatening Dr. Schwartz's ability to copyright her works; to go trial with *qui-tam*  
5 case; to have justice prevail; in **tort** and constitute issues over which this court has  
6 jurisdiction.

7  
8 **V. FACTUAL BACKGROUND**

9                   *(employment discrimination; 'SSSS' discrimination)*

10  
11       **32.** Plaintiff incorporates each and every allegation set forth in paragraphs 1  
12 through **31**, above, inclusive, as though set forth fully herein.

13       **33.** On 12/27/99 and 9/14/99 protective Orders resulted in discrimination; injured;  
14 and damaged Plaintiff; blackballed; prevent Plaintiff from getting employment work in  
15 Science; discriminated Plaintiff over other Scientists in her fields of expertise including  
16 with out limitations over the POET's and the Defendants' Scientist; prevent render her  
17 services as a consultant, and/or marketing/sell her Intellectual Properties; Dr. Schwartz  
18 invested 27 years of education to reach the level of being such a fine scientist; Plaintiff  
19 even asked/applied for jobs directly and indirectly at the Government and with Defendants  
20 and even communicated with the FBI and CIA, but was denied. The Defendants refuses to  
21 take responsibilities for the results and outcome of their orders. [Hereafter: *employment*  
22 *discrimination*]  
23

24       **34.** In May 2005 the Defendants knowingly and intentionally, materially  
25 contributed and induced injury and damages, retaliate, harass, blackballed, discriminate,  
26 invasion of privacy of Plaintiff and printed "SSSS" with yellow background on her airline  
27

1 tickets, causing to have her to be treated with disgrace and humiliation and body searches  
2 prior to boarding an airplane, a total different security check that other people go through in  
3 front of all the public. [Hereafter: 'SSSS' *discrimination*]

4       **35.** All injured, damaged, harassed, and mistreatment or some sort of disparate  
5 treatment threatening Dr. Schwartz's ability to work as a scientist in tort and constitute  
6 issues over which this court has jurisdiction.

7  
8 **VI. FACTUAL BACKGROUND**

9                   *(Attorney Steven Kim; fraudulent attorneys' fees)*

10  
11       **36.** Plaintiff incorporates each and every allegation set forth in paragraphs 1  
12 through **35**, above, inclusive, as though set forth fully herein.

13  
14       **37.** On 2/11/02 despite Plaintiff's objections, the Government Attorney Steven  
15 Kim joined the Defendants TRW's team of attorneys in *qui-tam* and *wrongful-termination*  
16 case, when Dr. Schwartz sued TRW on behalf of the Government; In October 2003  
17 Attorney Kim returned back to the Government; Attorney Kim was on both sides of *qui-*  
18 *tam* and *wrongful-termination* case at the same time, and/or on each side of the case at one  
19 time or another, divulged Plaintiff's *intellectual-property*. During his stay as the TRW  
20 attorney, he abused his power, including without limitation preparing legal documents for  
21 TRW; acquiring Plaintiff's medical records; shuffled the documents pages; and in reckless  
22 disregard for the truth failed to check if Plaintiff was prepared for reading medical  
23 documents prior to his production of this medical documents to Plaintiff; and fraudulently  
24 acquired sealed documents and tampered with them to conceal the fact that he had no right  
25 to possess them. [Hereafter: *Attorney Steven Kim*]



1 *market*, and *infringement* of it, only for their sole benefited, for receiving Federal funds,  
2 enrichment, and refusing to pay Plaintiff.

3 **44.** The Defendants abandoned the *Consulting agreement* while making  
4 *unauthorized dissemination and destroying market and infringement* of Plaintiffs'  
5 *intellectual-property*, for their sole benefited, for receiving Federal Funds, and enrichment,  
6 and refusing to pay Plaintiff.

7 **45.** In June 1998 Plaintiff met the POET at AERO location. The POET employees  
8 including without limitation Dr. Frank Handler informed Plaintiff the POET would make  
9 sure she would not be paid for Plaintiff's *intellectual-property*.

10 **46.** The following are two of the POET's *counter-reports* SA Reed at DCIS gave  
11 plaintiff on 1998 as declassified documents. Other POET's *counter-reports* and  
12 Defendants' reports to be accurately presented at the time of discovery, and amended  
13 complaint will be requested. The following reports are an *infringement* of Plaintiff's  
14 *intellectual-property*;  
15

- 16 1) POET Study 1998-5  
17 Independent Review of  
18 TRW Discrimination Techniques -  
19 Final Report  
20 M-J. Tsai, MIT Lincoln Laboratory  
21 Larry Ng, Lawrence Livermore National Laboratory  
22 Glenn Light, Aerospace Corporation  
23 Frank Handler, POET Lawrence Livermore National Laboratory  
24 Charles Meins, MIT Lincoln Laboratory
- 25 2) Independent Review of TRW  
26 Discrimination Techniques  
27 Ming Tsai, Larry Ng, Glenn Light, -- -  
28 Frank Handler Charles Meins  
7-8 December 1998
- 3) AERO 000001-00180

1                   4)    LLNL 000001-000620

2                   47.    In 1998-9 the Government paid POET for the production of POET's *counter-*  
3 *reports* \$700 million dollars a year, while the Defendants refused to make payments and  
4 royalties to Plaintiff for the unfair use, *unauthorized dissemination and destroying market*  
5 *and infringement* of Plaintiff's *intellectual-property*. [Hereafter: *refusing to pay*]

6                   48.    On 11/7/05, Plaintiff wrote a letter to the US President Hon. Bush and as a  
7 result on during 2005 Plaintiff was granted several Copyrights on a portion of Plaintiff's  
8 *intellectual-property* [certificate of copyrights arrived on March 2006]. Plaintiff is the  
9 owner of valid copyrights that the Defendants does not contest Dr. Schwartz authorship of  
10 these reports and that they benefited from it as follows:

- 11
- 12                   (a)    11/29/05 – Copyright No.: TXu1-272-124 - Non-Compliance without  
13                   exception of Baseline Discrimination Technology With The TRD
  - 14                   (b)    11/30/05 - Copyright No.: TXu1-273-319 - Test Procedures for Concept  
15                   Validation of the US EKV National Missile Defense Program
  - 16                   (c)    12/02/05 - Copyright No.: TXu1-264-855 - Statistical Hypotheses  
17                   Testing
  - 18                   (d)    12/02/05 - Copyright No.: TXu1-264-831 - CONTRADICTIONS in  
19                   Northrop Grumman Corp. [Prior TRW Inc.] Reports to the Government
  - 20                   (e)    12/08/05 - Copyright No.: TXu1-271-559 - Analyzing Northrop  
21                   Grumman [prior TRWs] Threat Typing Sensitivity Report, and my  
22                   analyzing Software
  - 23                   (f)    12/13/05 - Copyright No.: TXu1-274-484 - Questions For POET and  
24                   Agenda For GAO Visit to MIT regarding EKV/NMD program
  - 25                   (g)    02/23/06 – Patent and Copyright Pending applications regarding New  
26                   Warhead motion; application #: 11/359,849 02/22/2006

27 [Hereafter: *letter to the US President*]



1 *intellectual-property*, to return to her all tangible material containing any of it, to refrain  
2 from using it, to make payments for the unauthorized and unfair use, for the *unauthorized*  
3 *dissemination and destroying market*, for the *infringement* of it, and to provide accounting  
4 of revenue and distribution list of it.

5       **56.** An actual controversy has arisen between the parties hereto with respect to  
6 Plaintiff's rights to reinstate the *qui-tam* case, treat the failure and refusal to comply with  
7 such obligations as a material breach of law, in the Government's *Attorney Steven Kim* join  
8 TRW team of attorneys in both *qui-tam* and *wrongful-Termination* case.

9       **57.** An actual controversy has arisen between the parties hereto with respect to  
10 Plaintiff's rights to reinstate the *qui-tam* case, treat the failure and refusal to comply with  
11 such obligations as a material breach of law, in the Defendants *false decline intervention in*  
12 *qui-tam case* and *dismissal of qui-tam case without attorney general consent in writing*.

13       **58.** An actual controversy has arisen between the parties hereto with respect to  
14 Plaintiff's rights to reinstate the *qui-tam* case, treat the failure and refusal to comply with  
15 such obligations as a material breach of law, in the Defendants payments to TRW/Boeing  
16 the *fraudulent attorneys' fees*, in both *qui-tam* and *wrongful-Termination* case.

17       **59.** An actual controversy has arisen between the parties hereto with respect to  
18 Plaintiff's rights under *Classified* information, treat the failure and refusal to comply with  
19 such obligations as material breach of employments rights that caused Plaintiff's  
20 *employment discrimination*.

21       **60.** An actual controversy has arisen between the parties hereto with respect to  
22 Defendants' failure and refusal to comply with such obligations as material breach of good  
23 faith, trust, misconduct; that the Defendants (i) immediately cease and desist from using  
24 Plaintiff's *intellectual-property* (ii) to return to Plaintiff all tangible materials containing  
25  
26  
27  
28

1 such information (iii) and pay for the *unauthorized dissemination and destroying market*  
2 and *infringement* of it.

3 **61.** Plaintiff is entitled to a binding declaration by this Court of such rights and  
4 duties, specifically, that Defendants materially breached and violated the law as early as  
5 March 1997 and that from and after such date, the Defendants' continued the use and  
6 possession of Plaintiff's *intellectual property*, has been and is inequitable, unlawful and  
7 unfair.

8 **62.** Plaintiff is further entitled to preliminary and permanent injunctions enjoining  
9 and restraining the Defendants, and its agents and employees and all others acting in  
10 concert with it or them or under its or their direction, from continuing to use or possess, and  
11 from claiming or asserting the right to use or possess, any of Plaintiff's *intellectual-*  
12 *property*.

## 13 14 15 **COUNT II**

### 16 **(For Specific Performance -- Against the Defendants)**

17  
18 **63.** Plaintiff incorporates each and every allegation set forth in paragraphs 1  
19 through **62**, above, inclusive, as though set forth fully herein.

20 **64.** Entering into non-enforceable *Consulting agreement* with Plaintiff, prohibiting  
21 Plaintiff communication with her attorneys and, threatening if she will not comply there  
22 will be no intervention in the qui-tam case; POET *was assembled as independent evaluator*  
23 *was act of fraud; false decline intervention in qui-tam case; fraud dismissal of qui-tam case*  
24 *without attorney general consent in writing; Plaintiff's intellectual-property was falsely*  
25 *Classified; infringement of Plaintiff's intellectual-property; fraud acts of Government*  
26 *Attorney Steven Kim; paid fraudulent attorneys' fees; 'SSSS' discrimination; employment*  
27

1 *discrimination; refusing pay \$1.61 million dollar research and development cost of*  
2 *Plaintiff's intellectual-property; false POET's counter-reports;*

3  
4 **COUNT III**

5 **(For Replevin -- Against the Defendants)**

6  
7 **65.** Plaintiff incorporates each and every allegation set forth in paragraphs 1  
8 through **64** above, inclusive, as though set forth fully herein.

9 **66.** Prior to February 1997 Plaintiff was the owner, creator and developer, of  
10 certain high-speed pattern recognition, statistical evaluations, know how, trade secret,  
11 patented technologies and software that are applicable to NMD/EKV program.

12 **67.** The Defendants intentionally isolated Plaintiff from her attorneys, to allow  
13 them to enter into a *Consulting agreement* that will not provide payments for research and  
14 development of Plaintiff's *intellectual-property* she created because of this agreement, and  
15 refuse pay for 79 invoices mailed to the Defendants; *Classified Plaintiff's intellectual-*  
16 *property* prohibiting Plaintiff access and possession of it; then went on a spree of using it  
17 robbing it, and made *infringement* of it; refused to return it to Plaintiff; made *unauthorized*  
18 *dissemination and destroying market* of it; threatened Plaintiff that if she will not  
19 cooperate, the Defendants will decline intervention in *qui-tam* case, and *refusing to pay*.

20 **68.** On 11/7/05, and on 4/7/06, prior to the filing of this action, Plaintiff informed  
21 the Defendants of their *infringement* of Plaintiff's *intellectual-property*; failed and refused  
22 to make payments to Plaintiff; failed to provide an accounting of its enrichment, benefits,  
23 received Federal funds, and awards; that the Defendants (i) immediately cease and desist  
24 from using Plaintiff's *intellectual-property*; and, (ii) return to Plaintiff all tangible materials  
25 containing, manifesting or constituting Plaintiff's *intellectual-property*.



1           74. Plaintiff would not have entered into *Consulting agreement*, if DOJ attorney  
2 Dennis Egan would not assure Plaintiff that he is authorized to make this agreement, and  
3 had not agreed that Plaintiff will be compensated for work performance.

4           75. Plaintiff would not have disclosed or delivered Plaintiff's *intellectual-property*  
5 information to DCIS, if DOJ attorney Dennis Egan would not assure Plaintiff that the  
6 Government is going to intervene in the *qui-tam* case. And therefore (i) Government  
7 *Attorney Steven Kim* would not have joined TRW defendant team in *qui-tam* and *wrongful-*  
8 *termination* case (ii) and *false decline intervention in qui-tam case* and *dismissal of qui-tam*  
9 *case without attorney general consent in writing* would not have happened.

10           76. Plaintiff would not have disclosed or delivered Plaintiff's *intellectual-property*  
11 information to DCIS, if DCIS would not assure Plaintiff that Sandia not the POET *was*  
12 *assembled as independent evaluator* of Plaintiff's *intellectual-property*.

13           77. The Defendants abandonment *Consulting agreement* provides them with no  
14 discretion to receive Plaintiff's *intellectual-property* without using it for the mutual benefit  
15 of Defendants and Plaintiff, and pay for it; and not make *infringement, unauthorized*  
16 *dissemination and destroying market* of it.

17           78. *Classified Plaintiff's intellectual-property, made unauthorized dissemination*  
18 *and destroying market and infringement* of it are not within the meaning of 31. U.S.C. §  
19  
20 3730.

21           79. The Defendants' acts were in breach of reposed trust and confidence.

22           80. As a direct and proximate result of these unlawful acts, express and implied,  
23 Plaintiff has been damaged by loss of the income that would have been earned, loss of  
24 payable, but which were not paid; loss of income from contracts Plaintiff itself would have  
25 obtained, but which were improperly obtained by POET; all in a sum to be proved at trial.  
26  
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1 are substantial size of its market, and to whom Plaintiff's *intellectual-property* was  
2 disseminated in an unauthorized manner. The Plaintiff's *intellectual-property* and software,  
3 has been the subject of efforts to maintain the secrecy and confidentiality of such  
4 information, including, marking Plaintiff's *intellectual-property* with "Dr. N. Schwartz  
5 copyright and proprietary information", and *instructions* in writing the Defendants and the  
6 POET to safe guard the and not disseminate the information.

7       **96.** Plaintiff did not divulge Plaintiff's *intellectual-property* to any person or entity  
8 outside DCIS along Defendants DOJ attorney Dennis Egan Instructions and *qui-tam* court  
9 order of sealed case. It was essential for justice to preserve Dr. Schwartz rights in case 96-  
10 3065RSWL that POET/ARMY/GBI /BMDO/MDA/NAVY/TRW/Boeing/NRC, CSC,  
11 NMD JPO, GBI PO, NMD JPO, GBI, and hundreds of people will not have access to  
12 Plaintiff's *intellectual-property*. The Government and the Defendants violated Plaintiff's  
13 rights and unlawful performed Conversion And Trade Secret Misappropriation, damaging  
14 Plaintiff's chance for justice in her *qui-tam* and *wrongful-termination* case 96-3065RSWL,  
15 and made *unauthorized dissemination and destroying market and infringement* of the  
16 Plaintiff's *intellectual-property*. The Defendants in spite of Plaintiff's objections in writing,  
17 and in spit DCIS SA Reed *instructions* in writing, unlawful divulge, disseminated, made  
18 unfair and unauthorized use Plaintiff's property and trade secrets to the vast majority of  
19 potential market.  
20

21       **97.** In spite of Plaintiff's and DCIS *instructions*. The Defendants breached  
22 Plaintiff's trusts and disseminated her trade secret to POET/ARMY/GBI/BMDO/MDA  
23 /NAVY/TRW/Boeing/NRC, CSC, NMD JPO, GBI PO, NMD JPO, hundreds of people and  
24 others to be revealed at discovery, and amended complaint will be requested.

25       **98.** Plaintiff is informed and believes and thereon alleges that the Defendants and  
26 POET were retained, assembled, employed, consultant, partner, sponsored, contractors,  
27  
28

1 subcontractors, agent, officer, director, or employees of the Defendants and each other, or  
2 was in some manner affiliated with or under the control of the Defendants, or a subsidiary  
3 or joint venturer or coventurer of the Defendants; and, while acting in the capacity as such,  
4 unlawful and unauthorized acquired Plaintiff's *intellectual-property* belonging to Plaintiff,  
5 which was delivered by Plaintiff, only to DCIS under the *Consulting agreement* that the  
6 Defendants abandon, and *refusing to pay* for it, and despite this refusal made unfair and  
7 *unauthorized dissemination and destroying market*, and *infringement* of it.

8       **99.** Plaintiff is further informed and believes that each of the Defendants and  
9 POET knew or should have known of Plaintiff's *qui-tam* case 96-3065RSWL, and that  
10 Plaintiff's *intellectual-property* are trade secrets, intellectual property, copyrights,  
11 technologies, confidential and proprietary information, and that manipulating these secrets  
12 and disseminating them, will injury and harm the Plaintiff economically and violate rights  
13 for justice in case 96-3065RSWL. Plaintiff's *intellectual-property* were delivered to DCIS  
14 under these terms and conditions, and expressly or impliedly agreed to be bound by the  
15 terms and conditions to safe guard, not to *infringement*, not to *unauthorized dissemination*  
16 *and destroying market* of Plaintiff's *intellectual-property* outside DCIS.

17       **100.** Plaintiff is informed and believes and thereon alleges that POET and  
18 Defendants received Plaintiff's *intellectual-property*, obtained and acquired extensive and  
19 detailed proprietary information belonging to Plaintiff that they knew they were required to  
20 keep confidential, safeguard, not to make *infringement*, not to *unauthorized dissemination*  
21 *and destroying market* of it for the benefit of Plaintiff. Plaintiff is further informed and  
22 believes that the information that they obtained consisted of essentially the entirety of the  
23 valuable, Plaintiff's *intellectual-property* Plaintiff delivered DCIS such information from  
24 March 1997 and after pursuant to abandoned *Consulting agreement*.  
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1           **101.** Plaintiff is informed and believes and thereon alleges that the Defendants and  
2 POET received, obtained and acquired extensive and detailed trade secrets of Plaintiff's  
3 *intellectual-property* belonging to Plaintiff that they knew they had no rights to possess,  
4 and make *unauthorized dissemination and destroying market and infringement* of it.

5           **102.** The POET/ARMY /GBI/BMDO/MDA/NAVY/TRW/Boeing/NRC, CSC,  
6 NMD JPO, GBI PO, NMD JPO, and hundreds of people obtained a competitive advantage  
7 over Plaintiff, that on paper represented the Government in case 96-3065RSWL, but in  
8 reality, the Government joined the defendants TRW/Boeing in this case, transferring to  
9 them Plaintiff's *intellectual-property*, and damaging her *qui-tam* case, all when case 96-  
10 3065RSWL by court order was under seal and under DCIS *Investigation*. Unjustly benefits  
11 and paid, and enriched the Defendants and their parties and gave them competitive  
12 advantage.

13           **103.** As a direct and proximate result of Defendants' conversion, piracy and  
14 misappropriation of Plaintiff's *intellectual-property* and software, trade secrets, proprietary  
15 and confidential information, Plaintiff has been damaged in an unascertained amount not  
16 now susceptible of calculation. When the precise amount of such damages has been  
17 ascertained, Plaintiff will seek leave of Court to amend this Complaint to reflect such  
18 amount.

19           **104.** As a direct and proximate result of Defendants conversion and *unauthorized*  
20 *dissemination and destroying market, infringement* of Plaintiff's *intellectual-property*,  
21 trade secret and misappropriation of Plaintiff's software, proprietary and confidential  
22 information, Plaintiff has been irreparably injured in its identity, in reputation and good  
23 will, and causing the loss of valuable time and profits.

24           **105.** Defendants have engaged in a pattern of wrongful conduct as described herein  
25 and will continue these and similar acts of conversion, misappropriation and piracy, unless  
26  
27  
28



1 to sabotage Plaintiff's right for justice in *qui-tam* case and in *wrongful-termination* case, in  
2 harming and harassing Plaintiff, in business, trade and customers from Plaintiff by unfair  
3 and fraudulent means, sabotaging her chance for work, and employment for the sole benefit  
4 of the Defendants and its agents, coventurers and parties of interest.

5 **111.** Paying only the POET, for similar work, similar job, similar research and  
6 development, and similar performance, under similar conditions, at similar time, is  
7 discriminating of one consultant/researcher/scientist party over the other.

8 **112.** The POET's *counter-reports* were based and because of Plaintiff's  
9 *intellectual-property*, while Government paying POET and refuse pay Plaintiff.

10 **113.** The Government paying POET \$700 million dollars per year, for *infringement*  
11 and *unauthorized dissemination and destroying market* of Plaintiff's *intellectual-property*  
12 and refuse pay Plaintiff.

13 **114.** *Classifying* Plaintiff's *intellectual-property* and preventing Plaintiff benefit  
14 and enrichment of it, while paying POET \$700 million dollar per year for *unauthorized*  
15 *dissemination and destroying market* and *infringement* of it.

16 **115.** Issuing protective orders against Plaintiff resulted in *employment*  
17 *discrimination*, in lack of documentation to file copyright, while Defendants' scientist and  
18 other scientist are free of these obligations and restrictions and free to have a  
19 job/work/employment/copy rights of their work.

20 **116.** The Defendants has misappropriated the fruits of the commercial labor of  
21 Plaintiff in violation of Section 17200 of the California Business and Professions Code;  
22 and, as direct and proximate result of its acts of unfair competition, the Defendants and the  
23 POET has been unjustly benefited, paid, and enriched in an unascertained amount not now  
24 susceptible of precise calculation. When the amount of such unjust enrichment has been  
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- 1 a. To refrain from use, disclosure or dissemination of Plaintiff's *intellectual-*  
2 *property* trade secrets and confidential, proprietary information and any  
3 information or products derived there from;  
4 b. To return to Plaintiff or to deliver to the Clerk of the Court all copies of all  
5 documents and all other media of any type or form that contain, embody or  
6 disclose Plaintiff's *intellectual-property*, software, trade secrets or  
7 confidential and proprietary information;  
8 6. For punitive and exemplary damages according to proof;  
9 7. For costs of suit incurred herein; and,  
10 8. For such other and further relief as the Court deems just and proper.

11 DATED: June 23, 2006

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13  
14 BY: Dr. N. Schwartz  
15 Dr. Nira Schwartz Plaintiff/Relator  
16 In pro-se  
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LOGGED  
CLERK, U.S. DISTRICT COURT  
JUN 28 2006  
CENTRAL DISTRICT OF CALIFORNIA

FILED  
CLERK, U.S. DISTRICT COURT  
JUN 30 2006  
CENTRAL DISTRICT OF CALIFORNIA  
BY DEPUTY

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

Dr. Nira Schwartz, et al;

PLAINTIFF(S)

CASE NUMBER

CV-06-4010

DDP (JCx)

v.

USA, et al;

DEFENDANT(S).

ORDER RE LEAVE TO FILE ACTION  
WITHOUT PREPAYMENT OF FILING FEE

IT IS ORDERED that the complaint may be filed without prepayment of the filing fee.

**Note:** This order does not authorize service of the complaint by the U.S. Marshal. Further proceedings in this matter are subject to the orders of the Judge to whom the case is assigned.

June 28, 2006  
Date

Jacqueline Chooljian  
United States Magistrate Judge JACQUELINE CHOOLJIAN

**IT IS RECOMMENDED** that the request of plaintiff/petitioner to file the action without prepayment of the filing fee be **DENIED** for the following reason(s):

- Inadequate showing of indigency
- Legally and/or factually patently frivolous
- Other: \_\_\_\_\_
- District Court lacks jurisdiction
- Immunity as to \_\_\_\_\_

Comments:

\_\_\_\_\_  
Date

\_\_\_\_\_  
United States Magistrate Judge

IT IS ORDERED that the request of plaintiff to file the action without prepayment of the filing fee is:

GRANTED

DENIED (See comments above).

\_\_\_\_\_  
Date

\_\_\_\_\_  
United States District Judge