

w/a  
to judge

ORIGINAL

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

U.S. DISTRICT COURT NORTHERN DISTRICT OF TEXAS <b>FILED</b> <div style="border: 1px solid black; padding: 5px; text-align: center;">           MAR - 4 2009         </div> CLERK, U.S. DISTRICT COURT By <u>RR</u> <small>Deputy</small>
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CASE NO.

**3-09CV0408-L**

U.S. COMMODITY FUTURES TRADING  
COMMISSION,

Plaintiff,

v.

CRW MANAGEMENT LP  
and RAY M. WHITE,

Defendants,

CHRISTOPHER R. WHITE  
and HURRICANE MOTORSPORTS, LLC,

Relief Defendants.

**COMPLAINT FOR INJUNCTIVE RELIEF, CIVIL MONETARY  
PENALTIES, AND OTHER EQUITABLE RELIEF**

Plaintiff U.S. Commodity Futures Trading Commission (Commission) alleges as follows:

**I. SUMMARY**

1. From approximately November 2006 to the present, defendant CRW Management LP (CRW), by and through its agents, and defendant Ray M. White (Ray White), CRW's president, general partner and agent, have orchestrated and continue to orchestrate a massive Ponzi scheme. As part of this scheme, CRW and Ray White (collectively, defendants) have solicited at least \$10.9 million from more than 250 members of the general public for the purported purpose of trading off-exchange foreign currency contracts (forex). CRW, by and

through its agents, and Ray White told customers and prospective customers that CRW would pool their funds and trade forex on their behalf.

2. CRW, by and through its agents, and Ray White informed customers and prospective customers that, because of its purported success in trading forex, CRW would be able to and, in fact, purportedly did generate tremendous returns—ranging between approximately five and eight percent a week (or the equivalent of an annual rate of return between 260 and 416 percent)—for its customers.

3. It appears that CRW, however, never traded forex, and Ray White lost money in the limited forex trading in which he engaged. In fact, Ray White's forex trading was remarkably unsuccessful; as such, any purported profits paid to CRW customers came from either existing CRW customers' original investments or money invested by subsequent CRW customers. It appears that, at most, only \$93,900 of the more than \$10.9 million solicited from CRW customers ever made it into a forex trading account belonging to one of the defendants; thus, \$10.8 million was either misappropriated by defendants or returned to CRW customers as part of the Ponzi scheme.

4. Prospective customers were told that the program involved very little risk. Further, given the consistently bogus weekly returns communicated to CRW customers, CRW, by and through its agents, and Ray White were able to convince existing and prospective CRW customers that an investment with CRW was safe. Defendants, however, were operating a Ponzi scheme.

5. By virtue of this conduct and the further conduct described herein, defendants have engaged, are engaging, or are about to engage in acts and practices in violation of provisions of the Commodity Exchange Act (the Act), 7 U.S.C. §§ 1 *et seq.* (2006), as amended

by the Food, Conservation, and Energy Act of 2008, Pub. L. No. 110-246, Title XIII (the CFTC Reauthorization Act of 2008 (CRA)), §§ 13101-13204, 122 Stat. 1651 (effective June 18, 2008).

6. Ray White and other agents of CRW have committed, are committing, or are about to commit the acts and omissions described herein within the course and scope of their employment at or agency with CRW; therefore, CRW is liable under Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2006), and Commission Regulation (Regulation) 1.2, 17 C.F.R. § 1.2 (2008), for violations of the Act committed by Ray White and other agents of CRW.

7. Ray White is liable under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2006), as a controlling person of CRW, for CRW's violations of the Act, because he did not act in good faith or knowingly induced, directly or indirectly, the acts constituting the violations.

8. In addition, relief defendants Christopher R. White and Hurricane Motorsports, LLC (Hurricane) each received ill-gotten gains as a result of the fraud committed by defendants and, therefore, must repay these funds.

9. Accordingly, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006), and Section 2(c)(2) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 2(c)(2), the Commission brings this action to enjoin defendants' unlawful acts and practices and to compel their compliance with the Act and to further enjoin defendants from engaging in any commodity-related activity. In addition, the Commission seeks civil monetary penalties and remedial ancillary relief, including, but not limited to, trading and registration bans, restitution, disgorgement, rescission, pre- and post-judgment interest, and such other relief as the Court may deem necessary and appropriate.

10. Unless restrained and enjoined by this Court, defendants likely are to continue to engage in the acts and practices alleged in this Complaint and similar acts and practices, as more fully described below.

## II. JURISDICTION AND VENUE

11. Section 6c(a) of the Act, 7 U.S.C. § 13a-1 (2006), authorizes the Commission to seek injunctive relief against any person whenever it shall appear to the Commission that such person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of the Act or any rule, regulation, or order thereunder.

12. The Commission has jurisdiction over the transactions at issue in this case pursuant to Section 6c of the Act and Section 2(c)(2) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 2(c)(2), for conduct that occurred on or after June 18, 2008, the date of enactment of the CRA. The CRA, among other things, clarified the Commission's anti-fraud jurisdiction over off-exchange foreign currency transactions of the type entered into and solicited by defendants. *See* Section 2(c)(2) of the Act as amended by the CRA, to be codified at 7 U.S.C. § 2(c)(2). Defendants' foreign currency transactions and fraudulent conduct that occurred on or after June 18, 2008, therefore, are subject to the Commission's jurisdiction.

13. Venue properly lies with the Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2006), because defendants transacted business in the Northern District of Texas and certain of the transactions, acts, practices, and courses of business alleged occurred, are occurring, and/or are about to occur within this District.

### III. PARTIES

14. Plaintiff **Commodity Futures Trading Commission** is an independent federal regulatory agency that is charged with the administration and enforcement of the Act, 7 U.S.C. §§ 1 *et seq.* (2006), as amended by the CRA, §§ 13101-13204, and the Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* (2008). The CFTC maintains its principal office at Three Lafayette Centre, 1155 21<sup>st</sup> Street, NW, Washington, D.C. 20581.

15. Defendant **CRW Management LP** is a Texas domestic limited partnership, with a principal place of business of 1102 Inglewood Drive, Mansfield, Texas 76063. The building at this location is jointly owned by Ray White and Christopher White. CRW has never been registered with the Commission in any capacity.

16. Defendant **Ray M. White**, age 50, has a last known address in Mansfield, Texas. Ray White is the president and general partner of CRW, and, at all times relevant to this Complaint, he held himself out to the public as such. He owns a sixty percent interest in CRW and contributed \$12,000 in initial capital. Ray White has never been registered with the Commission in any capacity.

17. Relief Defendant **Christopher R. White**, age 22, has a last known address in Mansfield, Texas. Christopher White is a limited partner of CRW. He owns a forty percent interest in CRW and contributed \$8,000 in initial capital. Christopher White is the son of Ray White. Christopher White has never been registered with the Commission in any capacity.

18. Relief Defendant **Hurricane Motorsports, LLC** is a Texas Limited Liability Company, with the same principal place of business as CRW. Ray White is Hurricane's owner,

and Christopher White is Hurricane's manager. Hurricane has never been registered with the Commission in any capacity.

#### IV. FACTS

19. From approximately November 2006 through at least October 2008, CRW, by and through its agents, and Ray White solicited hundreds of members of the general public to provide funds for CRW to trade forex. CRW, by and through its agents, and Ray White told customers that it would pool their funds and trade forex on their behalf, for a purported fee (which would be based on customers' supposed earnings). Further, although CRW customers and prospective customers were told that their funds would be pooled for purposes of trading forex, customers were advised that CRW would maintain separate account balances for each of them.

20. CRW, by and through its agents, and Ray White informed customers that CRW had enjoyed tremendous success trading forex and that CRW customers would be able to and purportedly did receive returns ranging between approximately five and eight percent a week (or between 260 and 416 percent per year) based on profits generated by its forex trading.

21. CRW, by and through its agents, and Ray White also told customers that their risk was limited to half of their investment because CRW only would trade forex with half the customers' funds. In addition, CRW customers were told that defendants "always attempted to operate in a conservative mode" and that the defendants were "conservative with [customers'] funds."

22. As a result of its solicitations, CRW received more than \$10.9 million (more than \$5.8 million of which was received on or after June 18, 2008) from more than 250 customers to

trade forex. Despite defendants' representations to customers about using their funds to trade forex, the vast majority of customer funds were never used to trade forex; rather, defendants either misappropriated customer funds or returned a portion of the funds to certain customers in furtherance of defendants' Ponzi scheme.

23. Ray White had control over the bank accounts in which CRW customer funds were received, paid out to certain CRW customers, or misappropriated. Monthly account statements were mailed jointly to CRW, Ray White, and Christopher White at 1102 Inglewood Drive, Mansfield, Texas 76063-5747. This address was not only CRW's principal place of business, but also the principal place of business for three other companies: Hurricane, CDM International Sports, Inc. (for which Ray White is the owner and Christopher White is the director), and Power Investments, LLC (for which Ray White is the director and Christopher White is the manager).

24. CRW and Ray White were not successful forex traders. CRW never executed any trades in a forex account at a registered futures commission merchant (FCM). Ray White, however, opened and traded forex, on a limited and unsuccessful basis, in several accounts at registered FCMs between February 2007 and January 2009.

25. Ray White opened five trading accounts at Gain Capital Group, LLC (Gain Capital), a registered FCM, between February 12, 2007 and December 20, 2007. Between June and July 2007, he lost \$1,873 trading forex in one of the accounts, and, between April 2007 and January 2008, he lost \$73,707 trading forex in another account. No trades were ever executed in the other three Gain Capital accounts opened by Ray White. In total, \$83,900 was deposited into Ray White's Gain Capital trading accounts.

26. Ray White opened a trading account at Forex Capital Markets (FXCM), a registered FCM, on or about October 14, 2007. On both October 19, 2007 and May 25, 2008, Ray White deposited \$5,000 into the account. He traded forex in that account intermittently from October 26, 2007 until at least January 20, 2009. During this time frame, Ray White lost more than \$11,000 trading forex.

27. Of the more than \$10.9 million solicited by CRW to trade forex, at most, only \$93,900 of CRW customer money ever was deposited into one of defendants' forex trading accounts at a registered FCM, and, of this amount, more than \$86,500 was lost trading forex. Any returns on investment provided to CRW customers came from either existing CRW customers' original investments or money invested by subsequent CRW customers. Defendants simply were operating a Ponzi scheme in which they misappropriated millions of dollars in CRW customer funds.

28. Despite CRW's nonexistent and Ray White's extremely poor and limited forex trading record, CRW, by and through its agents, and Ray White made oral misrepresentations to CRW customers about, among other things, forex trading that purportedly occurred on behalf of CRW customers, CRW customer account balances, and returns on investment CRW customers purportedly enjoyed.

29. In addition, CRW, by and through its agents, and Ray White sent false account statements to certain CRW customers showing bogus weekly returns on their forex investments of between approximately five and eight percent. On at least some of these statements, the percentage returns did not vary from week to week; instead, for example, the statements showed



a five percent weekly return for every week from January 14, 2008 to September 21, 2008 and a seven percent return for every week from October 1, 2008 to December 14, 2008.

30. CRW, by and through its agents, and Ray White also sent weekly e-mails to certain CRW customers that showed false returns generated that week from CRW's purported forex trading.

31. In other instances, CRW, by and through its agents, and Ray White sent customers "updates" showing false monthly returns of approximately thirty percent on the customers' forex investments.

32. Beginning in fall 2008, it appears that a number of CRW customers asked for their funds from CRW. On or about November 24, 2008, CRW, by and through its agents, and Ray White sent customers an "update" in which CRW stated that "trading has taken place and will continue until December 1, 2008" and that "[y]our funds are safe." The update advised that customer funds would be distributed between December 10-19, 2008. All of these statements were false. None or almost none of the customer funds actually had been used to trade forex. Further, the customer funds certainly were not "safe." In fact, upon information and belief, none of the customers who asked for the funds in his or her CRW account has received them.

33. The update also noted a "[p]ossible future investment opportunity" for some CRW investors. With respect to this "future investment opportunity," defendants "would require that the initial investments remain in the account to continue trading." By not allowing CRW customers to withdraw their initial investments, it would be easier for defendants to carry out their Ponzi scheme.

34. CRW, by and through its agents, and Ray White repeatedly communicated to CRW customers, through at least February 2009, that all their funds would be returned. These statements were and continue to be false. CRW has never had sufficient funds on hand to return all customers' principal and purported returns on investment.

35. Neither defendants nor the FCMs that were the counterparties to the foreign currency transactions were financial institutions, registered broker dealers (or their associated persons), insurance companies, bank holding companies, or investment bank holding companies.

36. Some or all of defendants' customers were not "eligible contract participants" as that term is defined in the Act. *See* Section 1a(12)(A)(xi) of the Act, 7 U.S.C. § 1a(12) (2006) (an "eligible contract participant," as relevant here, is an individual with total assets in excess of (i) \$10 million, or (ii) \$5 million and who enters the transaction "to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the individual").

37. The foreign currency transactions conducted by Ray White at Gain Capital and FXCM, purportedly on behalf of defendants' customers, were entered into on a leveraged or margined basis. Ray White was required to provide only a percentage of the value of the foreign currency contracts that he purchased.

38. The foreign currency transactions conducted by Ray White at Gain Capital and FXCM neither resulted in delivery within two days nor created an enforceable obligation to deliver between a seller and a buyer that had the ability to deliver and accept delivery, respectively, in connection with their lines of business. Rather, these foreign currency contracts

remained open from day to day and ultimately were offset without anyone making or taking delivery of actual currency (or facing an obligation to do so).

39. By virtue of their actions, defendants have engaged, are engaging, or are about to engage in acts and practices that violate Section 4b(a)(2)(A)-(C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 6b(a)(2)(A)-(C).

40. Pursuant to federal common law, Christopher White and Hurricane are relief defendants because they each have received ill-gotten funds from defendants' fraudulent conduct and, therefore, must disgorge all ill-gotten gains regardless of whether they actually violated the Act.

**V. VIOLATIONS OF THE COMMODITY EXCHANGE ACT**

**Violations of Section 4b(a)(2)(A)-(C) of the Act, as amended by the CRA,  
to be codified at 7 U.S.C. § 6b(a)(2)(A)-(C)  
(Fraud by Misrepresentations, False Statements, and Omissions)**

41. The allegations set forth in paragraphs 1 through 40 are realleged and incorporated herein by reference.

42. Section 4b(a)(2)(A)-(C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 6b(a)(2)(A)-(C), make it unlawful

for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or other agreement, contract, or transaction subject to paragraphs (1) and (2) of section 5a(g), that is made, or to be made, for or on behalf of, or with, any other person, other than on or subject to the rules of a designated contract market – (A) to cheat or defraud or attempt to cheat or defraud the other person; (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record; [or] (C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person.

Section 4b(a)(2)(A)-(C) of the Act, as amended by the CRA, apply to defendants' forex transactions "as if" they were a contract of sale of a commodity for future delivery.

Section 2(c)(2)(C)(iv) of the Act, as amended by the CRA, to be codified at 7 U.S.C.

§ 2(c)(2)(C)(iv).

43. As set forth above, from at least June 18, 2008 through the present, in or in connection with foreign currency contracts, made, or to be made, for or on behalf of other persons, CRW, by and through its agents, and Ray White cheated or defrauded or attempted to cheat or defraud customers or prospective customers; willfully made or caused to be made false reports or statements to another person; willfully deceived or attempted to deceive customers or prospective customers by, among other things, knowingly (i) misappropriating customer funds that purportedly were to be used to trade forex; (ii) misrepresenting forex trading activity that purportedly occurred on behalf of CRW customers, as well as purported returns CRW customers would and did receive on their forex investments; (iii) making, causing to be made, and distributing reports and statements to CRW customers that contained false account values, false returns on investment, and other misinformation; and (iv) misrepresenting that CRW had sufficient funds on hand to return all customers' principal, all in violation of Section 4b(a)(2)(A)-(C) of the Act as amended by the CRA, to be codified at 7 U.S.C. § 6b(a)(2)(A)-(C).

44. CRW, by and through its agents, and Ray White engaged in the acts and practices described above knowingly or with reckless disregard for the truth.

45. Ray White controlled CRW, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, CRW's conduct alleged in this Complaint; therefore, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2006), Ray White is liable for CRW's

violations of Section 4b(a)(2)(A)-(C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 6b(a)(2)(A)-(C).

46. The foregoing acts, misrepresentations, omissions, and failures of Ray White occurred within the scope of his employment with CRW; therefore, CRW is liable for these acts, misrepresentations, omissions, and failures pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2006), and Regulation 1.2, 17 C.F.R. § 1.2 (2008).

47. Christopher White and Hurricane are relief defendants. Each received ill-gotten gains as a result of the fraud committed by defendants and, therefore, must repay those ill-gotten gains.

48. Each misrepresentation, act of making or causing to be made a false report or statement, or omission of material fact, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Section 4b(a)(2)(A)-(C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 6b(a)(2)(A)-(C).

## **VI. RELIEF REQUESTED**

**WHEREFORE**, the Commission respectfully requests that the Court, as authorized by Section 6c of the Act, 7 U.S.C. § 13a-1 (2006), and pursuant to its own equitable powers, enter:

- a) An order finding that defendants violated Section 4b(a)(2)(A)-(C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 6b(a)(2)(A)-(C);
- b) An order of permanent injunction prohibiting defendants and any of their agents, servants, employees, assigns, attorneys, and persons in active concert or participation with any defendant, including any successor thereof, from engaging, directly or indirectly:

(i) in conduct in violation of Section 4b(a)(2)(A)-(C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 6b(a)(2)(A)-(C); and

(ii) in any activity related to trading in any commodity, as that term is defined in Section 1a(4) of the Act, 7 U.S.C. § 1a(4) (2006) (commodity interest), including but not limited to, the following:

(aa) trading on or subject to the rules of any registered entity, as that term is defined in Section 1a(29) of the Act, 7 U.S.C. § 1a(29) (2006);

(bb) entering into any commodity interest transactions for his own personal account, for any account in which he has a direct or indirect interest and/or having any commodity interests traded on his behalf;

(cc) engaging in, controlling or directing the trading for any commodity interest account for or on behalf of any other person or entity, whether by power of attorney or otherwise;

(dd) soliciting, receiving, or accepting any funds in connection with the purchase or sale of any commodity interest contract;

(ee) applying for registration or claiming exemption from registration with the Commission in any capacity, and engaging in any activity requiring such registration or exemption from registration with the Commission, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2008), or acting as a principal, agent, or any other officer or employee of any person registered, exempted from registration or required to be registered with the Commission, except as provided for in Regulation 4.14(a)(9); and

(ff) engaging in any business activities related to commodity interest trading;

c) An order directing defendants and relief defendants, as well as any successors to any defendant or relief defendant, to disgorge, pursuant to such procedure as the Court may order, all benefits received from the acts or practices which constitute violations of the Act, as described herein, and pre- and post-judgment interest thereon from the date of such violations;

d) An order directing defendants to make full restitution to every person or entity whose funds defendants received or caused another person or entity to receive as a result of acts and practices that constituted violations of the Act, as described herein, and pre- and post-judgment interest thereon from the date of such violations;

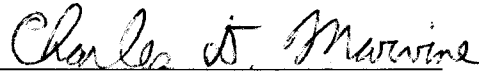
e) An order directing defendants and any successors thereof, to rescind, pursuant to such procedures as the Court may order, all contracts and agreements, whether implied or express, entered into between them and any of the customers whose funds were received by them as a result of the acts and practices which constituted violations of the Act, as described herein;

f) An order directing each defendant to pay a civil monetary penalty in the amount of the higher of \$140,000 for each violation of the Act committed on or after October 23, 2008 and \$130,000 for each violation of the Act committed before October 23, 2008, or triple the monetary gain to each defendant for each violation of the Act described herein, plus post-judgment interest;

g) An order requiring defendants to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2412(a)(2); and

h) Such other and further relief as the Court deems proper.

Respectfully submitted by,



Charles D. Marvine  
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Christopher A. Reed  
Missouri Bar No. 59025  
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Division of Enforcement  
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Dated: 3-4-09



JS 44 (Rev. 11/04)

ORIGINAL

CIVIL COVER SHEET

2-09CV0408-L

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings and other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

U.S. COMMODITY FUTURES TRADING COMMISSION

DEFENDANTS

CRW Management LP and Ray M. White, Defendants; Christopher R. White and Hurricane Motorsports, LLC, Relief Defendants.

(b) County of Residence of First Listed Plaintiff N/A  
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Tarrant County, Texas  
(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Charles Marvine (816-960-7743) and Christopher Reed (816-960-7740),  
Two Emanuel Cleaver II Blvd., Ste. 300, Kansas City, MO 64112

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

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NORTHERN DISTRICT OF TEXAS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<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 Loans (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>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 Federal 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 <b>PERSONAL INJURY - Med. Malpractice</b> <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>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	<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	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <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) <input type="checkbox"/> 863 DIWC/DIWW (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	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <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 checked="" 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 Acts <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 Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<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	<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 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. 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 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 7 U.S.C. Sec. 13a-1

Brief description of cause:  
Fraud in connection with foreign currency contracts; misappropriation of customer funds.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** \_\_\_\_\_ **PRELIM. & PERM. INJUNCTION** \_\_\_\_\_ **JURY DEMAND:**  Yes  No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE SEC v. CRW Management LP, et al. DOCKET NUMBER                      **NEW CASE**

DATE 3-4-09 SIGNATURE OF ATTORNEY OF RECORD Charles A. Marvine

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_