

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

FILED

MAY 16 2012

Clerk, U.S. District & Bankruptcy
Courts for the District of Columbia

UNITED STATES COMMODITY
FUTURES TRADING COMMISSION,
1155 21st Street, NW
Washington, DC 20581

Plaintiff,

v.

MARINA BÜHLER-MIKO
4395 Embassy Park Drive, NW
Washington, DC 20016;

and

COVENTRY ASSET MANAGERS, LLC,
4395 Embassy Park Drive, NW
Washington, DC 20016

Defendants.

Case: 1:12-cv-00795
Assigned To : Kollar-Kotelly, Colleen
Assign. Date : 5/16/2012
Description: General Civil

**COMPLAINT FOR INJUNCTIVE AND OTHER EQUITABLE RELIEF AND CIVIL
MONETARY PENALTIES UNDER THE COMMODITY EXCHANGE ACT**

Plaintiff, the United States Commodity Futures Trading Commission (“Commission” or
“CFTC”), by its attorneys, alleges as follows:

I. SUMMARY

1. From at least June 18, 2008 through April 2011 (the “relevant period”), Defendant
Coventry Asset Managers, LLC (“Coventry”), by and through Defendant Marina Bühler-Miko
 (“Bühler-Miko”) (collectively, the “Defendants”), fraudulently solicited members of the general

public for the purpose of participating in a pooled investment vehicle through which they could trade in off-exchange agreements, contracts or transactions in foreign currency (“forex”) on a leveraged or margined basis. Although the Defendants’ fraudulent conduct began in October 2007 and they solicited and received approximately Three Million Dollars (\$3,000,000) over the life of the scheme, during the relevant period, the Defendants defrauded customers of at least Three Hundred Thousand Dollars (\$300,000).

2. In soliciting actual and prospective customers of the Defendants’ Coventry Eire Forex Fund, Bühler-Miko, individually and as the agent of Coventry, knowingly, willfully, or with reckless disregard for the truth thereof, made the following misrepresentations of material facts, among others: (1) she guaranteed actual and prospective customers who entered into a thirteen (13) month “Asset Management Agreement” trading agreement “profits” of six (6) percent every three (3) months plus a bonus payment at the end of the thirteen (13) month term by offering to use customer funds to trade off-exchange, leveraged forex via the Coventry Eire Forex Fund; and (2) she down-played the risk of entering into these leveraged forex transactions.

3. By dint of this conduct and the further conduct described herein, Defendants engaged in acts and practices in violation of Sections 4b(a)(2)(A) and (C), of the Commodity Exchange Act (the “Act”), as amended by the Food, Conservation, and Energy Act of 2008, Pub. L. No. 110-246, Title XII (the CFTC Reauthorization Act of 2008 (“CRA”)) §§ 13101-13204, 122 Stat. 1651 (enacted June 18, 2008), to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C).

4. Bühler-Miko and/or other agents or employees of Coventry committed the acts described in this Complaint within the scope of their agency, employment or office with Coventry; therefore Coventry is liable pursuant Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B).

5. Accordingly, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, and Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2006 & Supp. IV 2011), the Commission brings this action to enjoin Defendants' unlawful acts and practices and to compel their compliance with the Act and to further enjoin the Defendants from engaging in any commodity and forex related activity. In addition, the Commission seeks civil monetary penalties and such other equitable relief as this Court may deem necessary or appropriate.

6. Unless restrained and enjoined by this Court, Defendants will 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

7. This Court has jurisdiction over this matter as alleged herein pursuant to Section 6c of the Act, to be codified at 7 U.S.C. § 13a-1, and Section 2(c)(2)(C)(i)-(iii) of the Act, 7 U.S.C. § 2(c)(2)(C)(i)-(iii) (2006 & Supp. IV 2011), which provides that whenever it shall appear to the Commission that any person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act or any rule, regulation or order thereunder, the Commission may bring an action in the proper district court of the United States to enjoin such act or practice, or to enforce compliance with the Act.

8. Section 6c(a) authorizes the Commission to seek injunctive relief in district court 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. In addition, this section authorizes the Commission to bring a civil action in district court to enforce compliance with the Act and any rule, regulation or order thereunder.

9. Venue properly lies with the Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e), in that the Defendants are found in, inhabit, or transact business in this District, and the acts and practices in violation of the Act occurred, are occurring, or are about to occur within this District.

THE PARTIES

10. Plaintiff U.S. Commodity Futures Trading Commission is an independent federal regulatory agency charged by Congress with the responsibility for administering and enforcing the provisions of the Act, 7 U.S.C. §§ 1 *et seq.*, as amended by the CRA, and the Regulations promulgated under it, 17 C.F.R. §§ 1.1 *et seq.* (2011). The Commission maintains its principal office at Three Lafayette Centre, 1155 21st Street, N.W., Washington, D.C. 20581.

11. Defendant Marina Bühler-Miko is a U.S. citizen who resides in Washington, the District of Columbia, from where she operated Coventry. Throughout the relevant period, Bühler-Miko was the majority stockholder and Executive Director of Coventry, and was in charge of handling the day-to-day operations of Coventry. Bühler-Miko has never been registered with the Commission in any capacity.

12. Defendant Coventry Asset Managers, LLC is a Delaware limited liability company. Its principal place of business is in Washington, the District of Columbia. Coventry has never been registered with the Commission in any capacity. Coventry is not a financial institution, registered broker dealer, insurance company, financial holding company, or investment bank holding company, or an associated entity of such entities.

FACTS

13. Bühler-Miko, individually and as the agent of Coventry, began soliciting retail customers for the purpose of trading off-exchange forex contracts on a leveraged or margined basis through a pooled investment vehicle known as the Coventry Eire Forex Fund beginning on

Defendants' forex trading scheme substantially increased the level of likely returns without increasing the level of potential risk. All of these representations were false.

18. The "Asset Management Agreement" executed by customers and by Bühler-Miko on behalf of Coventry stated that "100% of the [customer's funds] would be placed in the Structured Foreign Currency Trading Strategy" operated by the Defendants' trader through the Coventry Eire Forex Fund. The Defendants were to be paid fifty (50) percent of the "net profits" generated by forex trading in the Coventry Eire Forex Fund. Bühler-Miko admitted in sworn testimony that during the relevant period the Defendants' debited customers' accounts, on a monthly basis, fifty (50) percent of the purported net profits realized from forex trading.

19. Bühler-Miko, however, admitted in sworn testimony that no customer received the promised six (6) percent quarterly returns during the thirteen (13) month contract period(s) that their funds were offered to be traded in off-exchange forex contracts through the Coventry Eire Forex Fund. Bühler-Miko further admitted in sworn testimony before the Commission that no customer received the promised bonus payment at the end of the thirteen (13) month contract period(s). As described in greater detail herein, Bühler-Miko ultimately advised each customer that they had lost nearly all of their principal trading forex contracts through the Coventry Eire Forex Fund.

20. In July and August of 2008, Bühler-Miko, individually and while acting as the agent of Coventry, indirectly solicited a ninety-three (93) year-old U.S. customer, using her prior business dealings with the customer's daughter and son-in-law. Bühler-Miko urged the daughter and son-in-law to convince the customer to deposit Two Hundred Fifty Thousand Dollars (\$250,000) of his life savings with the Defendants for the purpose of forex trading through the Coventry Eire Forex Fund. Bühler-Miko directed the daughter and son-in-law to represent to the

or about October 2007; however, only conduct subsequent to June 18, 2008 is the subject of this Complaint.

14. Bühler-Miko, individually and while acting as an agent of Coventry, met personally with actual and prospective customers during the relevant period and personally solicited them for the purpose of trading off-exchange forex contracts through the Coventry Eire Forex Fund. Bühler-Miko represented to prospective and actual customers that all funds deposited through the Defendants' Coventry Eire Forex Fund would be traded in forex by a trader located in the United Kingdom named Agisiliaos "Paul" Cofinas, a trader personally selected and retained by her.

15. Bühler-Miko, on behalf of Coventry, guaranteed prospective and actual customers that "investing" through the Coventry Eire Forex Fund by entering into a thirteen (13) month "Asset Management Agreement" agreement with Coventry would generate at least a six (6) percent quarterly return, plus a bonus payment at the end of the thirteen (13) month agreement. This was a false representation.

16. Because Bühler-Miko had no trading experience and had never successfully traded, she knew that these guarantees were false or was at least reckless with regard to their truthfulness. Further, because the speculative nature of trading forex renders guarantees of profitability inherently misleading, Bühler-Miko knew that these guarantees were false or was at least reckless with regard to their truthfulness.

17. In addition, she represented to prospective and actual customers that there was little, if any, risk of losing their principal by trading in off-exchange forex contracts through the Coventry Eire Forex Fund. For example, Bühler-Miko represented that the use of leverage in the

ninety-three (93) year-old, who does not speak English, that he would receive six (6) percent quarterly returns plus a bonus at the end of the thirteen (13) month contract period(s), with little or no risk of loss.

21. As a result of Bühler-Miko's fraudulent solicitations, the ninety-three (93) year-old deposited Two Hundred Fifty Thousand Dollars (\$250,000) into one of the Defendants' U.S. bank accounts on September 12, 2008 for trading forex contract through the Coventry Eire Forex Fund. Bühler-Miko had opened this bank account in the name of Coventry, and was the sole signatory on this account.

22. Similarly, on or about December 8, 2008, two (2) customers from the United Kingdom, as a result of Bühler-Miko's fraudulent solicitations, jointly deposited approximately Fifty Thousand Dollars (\$50,000) into the Defendants' bank account for trading forex through the Coventry Eire Forex Fund.

23. As of September 2010, the ninety-three (93) year-old customer who deposited his life savings with the Defendants had not received the guaranteed quarterly "profits" or bonus payments from the Defendants.

24. On or about September 3, 2010, the daughter of the ninety-three (93) year-old customer emailed Bühler-Miko on behalf of her father to demand his money back with the guaranteed interest and bonus payments. She also demanded, on behalf of her father, an audit of all forex trading through the Coventry Eire Forex Fund by the Defendants' trader. On March 17, 2011 and March 22, 2011, the daughter twice more emailed Bühler-Miko to repeat her demand that the Defendants return her father's life savings plus the guaranteed interest and bonus payments. The ninety-three (93) year-old customer never received the return of his principal, the

guaranteed interest payments, the bonus payments, or the audit of all trading through the Coventry Eire Forex Fund by the Defendants' trader.

25. On or about April 12, 2011, Bühler-Miko informed these three (3) customers that almost all of the money that they had deposited into the Defendants' scheme had purportedly been lost in forex trading.

26. According to the portfolio statement and spreadsheet that Bühler-Miko created and personally sent to these three (3) customers, the trader selected by Bühler-Miko to trade off-exchange forex contracts through the Coventry Eire Forex Fund had lost practically all of the customers' funds as of October 22, 2010 – approximately five (5) months earlier. Bühler-Miko advised the two (2) customers from the United Kingdom that only Two Hundred Eighteen Dollars (\$218) remained. Bühler-Miko advised the daughter of the ninety-three (93) year-old customer that only Seven Hundred Sixty-One Dollars (\$761) of his funds remained.

27. The forex trades conducted, or offered to be conducted, by the Defendants' trader through the Coventry Eire Forex Fund on behalf of the Defendants' customers were entered into on a leveraged or margined basis. Defendants were required to provide as margin only a percentage of the value of the forex contracts that they purchased. Neither of the Defendants is a financial institution, registered broker dealer, insurance company, financial holding company, or investment bank holding company or associated person of financial institutions, registered broker dealer, insurance company, financial holding company, or investment bank holding company.

28. The forex transactions conducted by the Defendants, or offered to be conducted by the Defendants, neither resulted in delivery within two (2) 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 line of business. Rather, these contracts remained

open from day to day and ultimately were offset or rolled over without anyone making or taking delivery of actual foreign currency or facing an obligation to do so.

29. Some or all of Defendants' customers were not "eligible contract participants" as that term is defined in Section 1(a)(12)(A)(xi) of the Act, 7 U.S.C. § 1a(12)(A)(xi).

30. At all times during the relevant period Bühler-Miko was the majority stockholder, "Asset Manager" and Executive Director of Coventry. She was responsible for conducting and directing the day-to-day business operations of Coventry: she signed agreements on behalf of Coventry; she personally opened and managed Coventry's two (2) U.S. bank accounts; and was a signatory on the accounts.

31. Bühler-Miko was responsible for soliciting customers, selecting the trader who she represented to customers would effect forex transactions for the benefit of customers through the Coventry Eire Forex Fund. Bühler-Miko arranged for customers to travel to the United Kingdom to meet the trader at his office and observe him purportedly trading on behalf of customers through the Coventry Eire Forex Fund. She issued agreements to customers and collected the signed copies on behalf of Coventry. She prepared monthly "profit and loss reports" purportedly showing the performance of the customers' funds traded through the Coventry Eire Forex Fund, as well as "year-end reports," and issued these reports to customers. She arranged for customers to wire money into one of Coventry's U.S. bank accounts; and then wired those funds to the trader she retained. She communicated with prospective and actual customers on behalf of Coventry via email, the telephone and in-person solicitations.

III. VIOLATIONS OF THE COMMODITY EXCHANGE ACT

COUNT ONE:

VIOLATION OF SECTIONS 4b(a)(2)(A) AND (C) OF THE ACT, AS AMENDED BY THE CRA, TO BE CODIFIED AT 7 U.S.C. §§ 6(a)(2)(A) AND (C): (FRAUD IN CONNECTION WITH LEVERAGED FOREX TRANSACTIONS)

32. The allegations set forth in Paragraphs 1 through 31 are realleged and incorporated herein by reference.

33. Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (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; ... (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 such 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...

34. Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C), apply to the foreign currency transactions, agreements or contracts offered by Defendants as if the agreement, contract or transaction were a contract of sale of a commodity for future delivery. *See* Section 2(c)(2)(C)(iv) of the Act, 7 U.S.C. § 2(c)(2)(C)(iv) (2006 & Supp. IV 2011).

35. As set forth above, from at least June 18, 2008 through April 2011, in or in connection with off-exchange foreign currency transactions, agreements or contracts, for or on behalf of other persons, the Defendants violated Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C), by, among other things: (1) promising actual and prospective customers that they would receive at least six (6) percent quarterly returns, plus a bonus payment at the end of the thirteen (13) month contract period; and

(2) falsely representing that there was little, if any risk of customers losing their principal trading off-exchange forex contracts on a leveraged or margined basis in the Coventry Eire Forex Fund.

36. Bühler-Miko, individually and as the agent of Coventry, engaged in the acts and practices described above intentionally or with reckless disregard for the truth thereof.

37. Each misrepresentation and omission of material fact by Bühler-Miko occurred within the scope of her office as an agent of Coventry, and therefore, Coventry is liable for Bühler-Miko's violations of Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C), pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B).

38. Each misrepresentation and omission of material fact, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C).

IV. RELIEF REQUESTED

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

A. An order finding that Defendants violated Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C), with respect to acts occurring on or after June 18, 2008;

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

C. An order of permanent injunction prohibiting the Defendants and any of their agents, servants, employees, assigns, attorneys, and persons in active concert or participation with the Defendants, including any successor thereof, from engaging, directly or indirectly, in:

- a. Trading on or subject to the rules of any registered entity (as that term is defined in Section 1a of the Act, as amended by the CRA and the Dodd-Frank Act, to be codified at 7 U.S.C. § 1a);
- b. Entering into any transactions involving commodity futures, options on commodity futures, commodity options as that term is defined in Commission Regulation 1.3(hh), 17 C.F.R. § 1.3(hh) (2011), security futures products, and/or foreign currency (as described in Section 2(c)(2)(B) and 2(c)(2)(C)(i) of the Act) (forex contracts) for their own personal account or for any account in which they have a direct or indirect interest;
- c. Having any commodity futures, options on commodity futures, commodity options, security futures products, and/or forex contracts traded on their behalf;
- d. Controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity futures, options on commodity futures, commodity options, security futures products, and/or forex contracts;
- e. Soliciting, receiving or accepting any funds from any person for the purpose of purchasing or selling any commodity futures, options on commodity futures, commodity options, security futures products, and/or forex contracts;
- f. 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 Commission Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2011); and

- g. Acting as a principal (as that term is defined in Commission Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2011)), 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 Commission Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2011).

D. An Order directing the Defendants, as well as any other person or entity associated with them, including any successor thereof, 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 interest thereof from the date of such violations;

E. An order directing the Defendants, as well as any other person or entity associated with them, including any successor thereof, to make full restitution, pursuant to such procedure as the Court may order, to every customer 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-judgment and post-judgment interest thereon from the date of such violations;

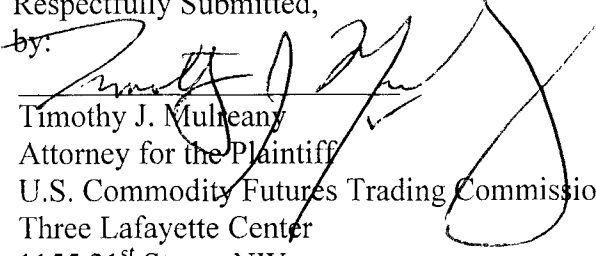
F. An order directing Defendants and any successor thereof, to rescind, pursuant to such procedures as the Court may order, all contracts and agreements, whether implied or express, entered into between them and any of the customers whose funds were received by them as a result of the acts and practices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

- G. An order directing Defendants to pay civil monetary penalties under the Act, to be assessed by the Court, in amounts of: (1) for violations committed between June 18, 2008 and October 22, 2008, not more than the greater of \$130,000 or triple the monetary gain to each Defendant for each such violation; and (2) for violations committed after October 23, 2008, not more than \$140,000 or triple the monetary gain to each Defendant for each such violation;
- H. An order requiring Defendants to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2412(a)(2) (2006); and
- I. Such other and further relief as the Court deems just and appropriate.

Dated this 16th day of May, 2012

Respectfully Submitted,

by:



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<input type="radio"/> G. Habeas Corpus/ 2255 <input type="checkbox"/> 530 Habeas Corpus-General <input type="checkbox"/> 510 Motion/Vacate Sentence <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee	<input type="radio"/> H. Employment Discrimination <input type="checkbox"/> 442 Civil Rights-Employment (criteria: race, gender/sex, national origin, discrimination, disability age, religion, retaliation) *(If pro se, select this deck)*	<input type="radio"/> I. FOIA/PRIVACY ACT <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 890 Other Statutory Actions (if Privacy Act) *(If pro se, select this deck)*	<input type="radio"/> J. Student Loan <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (excluding veterans)
<input type="radio"/> K. Labor/ERISA (non-employment) <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 Labor Railway Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="radio"/> L. Other Civil Rights (non-employment) <input type="checkbox"/> 441 Voting (if not Voting Rights Act) <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 American w/Disabilities-Employment <input type="checkbox"/> 446 Americans w/Disabilities-Other	<input type="radio"/> M. Contract <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholder's Suits <input type="checkbox"/> 190 Other Contracts <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="radio"/> N. Three-Judge Court <input type="checkbox"/> 441 Civil Rights-Voting (if Voting Rights Act)

V. ORIGIN

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 Mag. Judge

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE).
 7 U.S.C. §§ 6b(a)(2)(A) and (C), Fraud

VII. REQUESTED IN COMPLAINT CHECK IF THIS IS A CLASS ACTION UNDER F R C P 23 **DEMAND \$** _____ Check YES only if demanded in complaint
JURY DEMAND: YES NO

VIII. RELATED CASE(S) IF ANY (See instruction) YES NO If yes, please complete related case form

DATE 05-16-12 SIGNATURE OF ATTORNEY OF RECORD 

INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44
 Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleadings or 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. Consequently a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil cover sheet. These tips coincide with the Roman Numerals on the Cover Sheet.

- I. COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence. Use 11001 to indicate plaintiff is resident of Washington, D C ; 88888 if plaintiff is resident of the United States but not of Washington, D.C , and 99999 if plaintiff is outside the United States.
- III. CITIZENSHIP OF PRINCIPAL PARTIES. This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.
- IV. CASE ASSIGNMENT AND NATURE OF SUIT. The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of case.
- VI. CAUSE OF ACTION. Cite the US Civil Statute under which you are filing and write a brief statement of the primary cause
- VIII. RELATED CASES, IF ANY. If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk's Office

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.