

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

v.

**JAY DANIEL SEINFELD, SARA BETH
POSTMA, TRADITIONS CAPITAL
MANAGEMENT LLC, and
HOSPICE PATIENT AID PROGRAM INC.**

Defendants.

Civil Action No. 1:19-cv-910

COMPLAINT

Plaintiff United States Securities and Exchange Commission (the “Commission”) alleges the following against defendants Jay Daniel Seinfeld (“Seinfeld”), Sara Beth Postma (“Postma”), Traditions Capital Management LLC (“TCM”), and Hospice Patient Aid Program Inc. (“HPAP”) (collectively, “Defendants”).

SUMMARY

1. This matter concerns conduct by the Defendants violating the antifraud provisions of the federal securities laws and recklessly directed against terminally ill individuals in securities transactions, particularly corporate bonds having a “death put” feature providing payouts to their owner’s designated beneficiary at death.

2. From at least 2010 through 2012 (the timeliness of which is preserved by the parties’ tolling agreements, described at paragraph 30 below), Seinfeld and Postma operated a 501(c)(3) charity, HPAP, which they used to gain access to Texas hospices, including hospices

located in this District, and, ultimately, their patients. Seinfeld and Postma then made materially misleading statements and omissions to the patients and their family members concerning the securities they were offering, including that (i) the offerings' purpose was charitable and (ii) if the patients signed as purchasers while disclaiming all but a few thousand dollars of the securities' anticipated proceeds, they would further the charity's work, since the proceeds disclaimed would be used to help others similarly situated. As a result, over a dozen patients executed "death put" bond purchases while relinquishing, in advance, most of the profits to come upon their death. Meanwhile, Seinfeld and Postma, in a reckless and highly unreasonable departure of care, did not adequately disclose to patients, that instead of going to any charitable objectives, most of the profits would be, and were, divided among Seinfeld and wealthy investors.

3. By engaging in the conduct described herein, the Defendants violated the antifraud provisions of the Securities Act of 1933 ("Securities Act") [15 U.S.C. § 77q(a)] and of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. § 78j(b)] and Exchange Act Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5]. Defendants will continue to violate the aforementioned provisions unless restrained or enjoined by this Court. Accordingly, the Commission seeks injunctive relief, disgorgement of ill-gotten gains, prejudgment interest, civil penalties, and other appropriate and necessary equitable and ancillary relief.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to Securities Act Sections 20(d)(1) and 22(a) [15 U.S.C. §§ 77t(d)(1) and 77v(a)], and Exchange Act Sections 21(d) and 27(a) [15 U.S.C. §§ 78u(d) and 78aa(a)]. Defendants, directly or indirectly, singly or in concert with others, made use of the means and instrumentalities of interstate commerce, of the mails or

of the facilities of a national securities exchange, in connection with the acts, practices, and courses of business alleged herein which violated the federal securities laws.

5. Venue is proper in this district pursuant to Section 22(a) of the Securities Act [15 U.S.C. § 77v(a)], and Section 27 of the Exchange Act [15 U.S.C. § 78aa], because certain of the acts, practices, transactions, and courses of business constituting the violations alleged in this Complaint occurred within the Western District of Texas. In addition: (a) Postma resides, and HPAP had its principal place of business in, Round Rock, Texas, which lies within this District; and (b) the hospice patients who participated in the HPAP program resided in Texas, and much of Seinfeld and Postma's HPAP program-related activity was performed within this District.

DEFENDANTS

6. **Jay Daniel Seinfeld**, 52, resided in New York, New York during the events described herein. Seinfeld is the founder, director, president and CEO of HPAP. He is also the owner and principal of TCM. Seinfeld received a Juris Doctor degree from the University of Miami in 1995, and later an LL.M. in Tax from New York University, but he has never been admitted to practice law. Through his role with UYY Capital (defined below), Seinfeld was associated with an unregistered investment adviser from at least October 2010 through the remainder of the events described herein.

7. **Sara Beth Postma**, 45, resides in Round Rock, Texas. From at least 2009 through 2012, Postma served as Executive Director and Secretary of HPAP.

8. **Traditions Capital Management, LLC**, is a privately-held Delaware limited liability company having its principal place of business in New York, New York at all relevant times. Seinfeld formed TCM in 2006 and was at all relevant times its owner and principal.

9. **Hospice Patient Aid Program, Inc.**, is a privately-held Delaware corporation

having its principal place of business in Round Rock, Texas at all relevant times. Seinfeld formed HPAP in 2009. The IRS granted HPAP 501(c)(3) charitable status in January 2010 and, after Seinfeld allowed the status to lapse, revoked that status in May 2016.

OTHER RELEVANT ENTITIES

10. **UYU Capital Fund LP (“UYU Fund”)** is a limited partnership formed in October 2010 under the Delaware Revised Uniform Limited Partnership Act. Seinfeld established UYU Fund for the purpose of investing in the “death put” bonds discussed herein, which were the sole investments the UYU Fund made.

11. **UYU Capital LLC (“UYU Capital”)** is a privately-held limited Delaware liability corporation established in October 2010. Seinfeld formed UYU Capital to be UYU Fund’s manager and sole general partner. At all relevant times, UYU Capital was an unregistered investment adviser, and Seinfeld was its managing member.

FACTS

12. By 2008, Seinfeld had learned through an acquaintance that certain classes of securities made payouts upon death but, unlike traditional life insurance, required neither a physical examination of, nor the beneficiary’s having an insurable interest in, the person whose death would trigger the payout.

13. Although the common purpose of the death-benefit features of these securities – including, specifically, corporate “death put” bonds – was to offer liquidity to investors’ families and estates at death, Seinfeld saw an opportunity to profit from a steady stream of virtually guaranteed short-term gains – provided he could identify persons whose deaths were known to be imminent and persuade those persons to sign on as purchasers of these securities while

designating himself or an entity he controlled as their joint owner or beneficiary. Because hospice patients faced imminent death, Seinfeld set about gaining access to them.

14. Understanding that hospices would be unlikely to provide a for-profit entity access to their patients, Seinfeld in 2008 formed an entity to which he gave the name, “Hospice Patient Aid Program, LLC” (hereinafter “HPAP 1.0”) and hired a former hospice counselor, Postma, as its Executive Director. Although HPAP 1.0 lacked 501(c)(3) status, Seinfeld and Postma characterized it to hospices as oriented toward the charitable aim of providing financial assistance to terminally ill patients in need of financial assistance. But their efforts led only to limited hospice access and, thus, very few transactions.

15. By October 2009, Seinfeld had come to see 501(c)(3) status as essential to gaining the greater access to hospices needed to close more transactions. He replaced HPAP 1.0 with a corporation with the same name, HPAP Inc., and applied to the IRS for 501(c)(3) status.

16. In an October 19, 2009 letter to the IRS applying for 501(c)(3) status, Seinfeld wrote:

[U]ntil we demonstrate nonprofit status, hospices (e.g., Angel Heart Hospice and Texas Home Health Hospice in Austin, TX and St. Michael’s Hospice in Dallas, TX) and nonprofit hospice organizations do not want to refer patients to us for financial aid. They are hesitant to “trust us” with patient information and are concerned about being “attached to us” as a community resource until we receive nonprofit status.

(Quotation marks in original.) Seinfeld, however, applied for 501(c)(3) status by falsely disavowing any relationship or affiliation between HPAP and any other entity under common ownership (which included TCM). When asked in the application whether HPAP has “a close connection with any organizations,” Seinfeld answered no, failing to acknowledge the closeness between HPAP and TCM, reflected, for instance, in their both having just taken part (via documents Seinfeld had supplied) in the transactions referenced in paragraph 14 above.

17. In his same October 19, 2009 letter to the IRS, Seinfeld requested expedited treatment for HPAP's application on the ground that HPAP was "currently waiting to receive a \$2,000 grant from [TCM]" which it would receive only "once we are awarded 501(c)(3) status." This, too, was misleading, because it implied that TCM was an unrelated third party when, in fact, Seinfeld (i) owned both TCM and HPAP, and (ii) TCM had already been providing funding to HPAP despite the latter's lack of 501(c)(3) status. The IRS promptly approved HPAP's application, effective January 1, 2010, conditioned on HPAP's assisting only individuals who are "poor or distressed"; Seinfeld agreed to this condition.

18. In October 2010, one wealthy individual did elect to participate in Seinfeld's death-put bonds scheme, on a 50/50 basis with Seinfeld. He did so through the UYY vehicles that Seinfeld helped establish, including UYY Fund, of whose investment manager and general partner, UYY Capital, Seinfeld was managing member.

19. Between January 2010 and June 2012, the Defendants sold 25 tranches of corporate "death put" bonds to at least fourteen hospice patients, each of whom signed transaction documents as the bonds' purchaser. These transactions were funded, over time, by varying combinations of Seinfeld, TCM and the outside investor referenced above.

20. Postma visited each patient-purchaser in hospice, introducing herself as representing HPAP. She described HPAP as a charitable organization dedicated to assisting hospice patients in need of financial assistance and their families. Postma offered each roughly \$200 on average as charitable aid in the form of an HPAP check, gift card, or cash, and asked that they furnish their names, social security numbers, dates of birth and signatures on documents she provided them.

21. Postma and Seinfeld operated the HPAP program in two stages, which they called Phase I and Phase II. Phase I commenced with Postma's patient visits, conferral of charitable aid, and obtaining executed forms that included HIPAA releases. Seinfeld then performed certain follow up steps. These steps included using the HIPAA releases to obtain detailed medical records and then to consult with a physician, with whom Seinfeld was close, concerning how imminent the patient's death appeared to be. (HPAP's medical records request form stated in a misleading manner that the records would be used "to assure that qualifying patients are able to receive financial assistance from our program in a timely fashion.") The Phase I steps also included running credit and background checks on the patients so as to, among other things, identify any unsatisfied judgments against patients.

22. In Phase II, Seinfeld dispatched Postma to revisit those patients whose deaths he had determined to be most imminent and whose credit and background checks had yielded no potential encumbrances. In these Phase II visits, Postma sought to procure the patients' signatures as securities purchasers as well as their waivers of the large majority of the securities' anticipated proceeds, ostensibly in order to assist other terminally ill hospice patients.

23. Postma did disclose (and the documents themselves reflected) that the patients' execution of the tendered documents would result in the opening of securities accounts in which purchases of securities would be made. But Postma's statements to the patients indicated that this was all part of HPAP's charitable program, and that the documents she was presenting to them for signature would ensure that the securities' proceeds—other than the \$2,000 to \$2,500 the documents reserved for them—would be applied to help others similarly situated.

24. Postma obtained the hospice patients' consent, information and signatures on the transactions' documents in an environment atypical for the execution of such material. The

hospice patients were generally confined to a hospital bed, typically (for those receiving in-home hospice care) set up in their living rooms by the hospice and sometimes under heavy pain medication, and lucid only sporadically. While family members and/or other witnesses were present and documentation indicates that Postma performed a mental capacity examination if a hospice patient appeared sleepy, disengaged, or mentally incapacitated, patients did not take the time to read the documents closely and instead relied on Postma's characterization of what the documents effected.

25. Although the "death put" bonds' transaction documents included a "Disclosure and Consent" form which, among other things, stated that the disclaimed portion of the investment's anticipated proceeds would be distributed to "investors," this language was ambiguous at best, since, among other things, the other forms Postma tendered also defined "investor" as "HPAP's nominee," characterized the hospice patients themselves as investors and purchasers, and stated that the disclaimed securities proceeds "will pass to HPAP," a charity having 501(c)(3) status.

26. Seinfeld and Postma never expected the large portions of investment proceeds disclaimed by the patient-purchasers to be paid to other similarly-situated patients or their families, and these sums never were so paid. In an extreme and reckless departure from ordinary care, their conduct and statements (and thereby the conduct and statements of HPAP and TCM), misled patients and their family members to a false understanding that the offerings' purposes were charitable and that if the patients signed as purchasers while disclaiming all but a few thousand dollars of the securities' anticipated proceeds, the patients would further the charity's work by helping others similarly situated.

27. Seinfeld and Postma did, at some points in time, discuss the importance of full disclosure to the patient-purchasers. Nevertheless, each was confronted, beginning in 2010 and at various points in time during the HPAP program, with “red flags” indicating that patient-purchasers had emerged from their interactions with Postma with the understanding that the disclaimed portions of their investments’ proceeds would be applied to help other dying poor, and that this purported fact was important to them. Despite the red flags that patients were being misled, Seinfeld and Postma did not, until the Spring of 2012, implement any of the various methods to ensure more fulsome disclosure that they had been considering since 2010.

28. For her role in the HPAP program, Postma was paid a salary that was not based on the number or size of securities transactions entered into. She remained employed by HPAP, however, for only so long as the program continued to generate transactions. Over the time in which the “death put” bonds transactions took place, Postma’s compensation totaled \$163,590.

29. For his part, Seinfeld, by and through TCM, obtained together with his outside investors, \$362,573.80 in net profits from the death put bond transactions described above.

TOLLING AGREEMENTS

30. Between November 2014 and September 2019, Defendants each entered into twelve separate tolling agreements with the SEC. Each tolling agreement specifies a period of time (a “tolling period”) in which “the running of any statute of limitations applicable to any action or proceeding against [Defendants] authorized, instituted, or brought by ... the Commission... arising out of the [Commission’s investigation of Defendants’ conduct], including any sanctions or relief that may be imposed therein, is tolled and suspended....” Each tolling agreement further provides that the Defendants “shall not include the tolling period in the calculation of the running of any statute of limitations or for any other time-related defense

applicable to any proceeding, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defenses.” Collectively, these agreements tolled the running of any limitations period or any other time-related defenses available to each of the Defendants for a period of approximately four years and eleven months, thereby preserving the timeliness of the Commission’s claims as to all the January 2010 through June 2012 conduct alleged herein.

FIRST CLAIM
Violations of Securities Act Section 17(a)
[Against All Defendants]

31. The Commission realleges and incorporates paragraphs 1 through 30 above.

32. By engaging in the conduct described above, from at least January 2010 through at least June 2012, Defendants Seinfeld, Postma, TCM and HPAP each, in the offer or sale of securities, and by the use of means or instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly: (a) employed devices, schemes, or artifices to defraud; (b) obtained money or property by means of untrue statements of a material fact or by omitting to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (c) engaged in transactions, practices, or courses of business which operated or would operate as a fraud or deceit upon the purchasers of corporate “death put” bonds.

33. By engaging in the foregoing conduct, Defendants Seinfeld, Postma, TCM and HPAP each violated, and unless restrained and enjoined are reasonably likely to continue to violate, Sections 17(a) of the Securities Act [15 U.S.C. §§ 77q(a)].

SECOND CLAIM
Violations of Exchange Act Section 10(b) and Rule 10b-5 Thereunder
[Against All Defendants]

34. The Commission realleges and incorporates paragraphs 1 through 30 above.

35. By engaging in the foregoing conduct, from at least January 2010 through at least June 2012, Defendants Seinfeld, Postma, TCM and HPAP each, directly or indirectly, in connection with the purchase or sale of a security, by the use of means or instrumentalities or interstate commerce, of the mails, or of the facilities of a national securities exchange, with scienter: (a) employed devices, schemes, or artifices to defraud; (b) made untrue statements of a material fact or omitted to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and (c) engaged in acts, practices or courses of business which operated or would operate as a fraud or deceit upon the purchasers of corporate “death put” bonds and other persons.

36. By engaging in the foregoing conduct, Defendants Seinfeld, Postma, TCM and HPAP each violated, and unless restrained and enjoined are reasonably likely to continue to violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

PRAYER FOR RELIEF

WHEREFORE, the Commission requests that this Court enter a Final Judgment:

A. Finding that Defendants violated Section 17(a) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b-5 thereunder and permanently restraining and enjoining Defendants and all persons in active concert or participation with them from violating the foregoing statutes and rules;

B. Ordering Seinfeld and Postma to disgorge all ill-gotten gains (or losses avoided) as a result of the acts or courses of conduct alleged in this Complaint, plus prejudgment interest;

C. Ordering Defendants to pay civil money penalties pursuant to Section 20(d) of the Securities Act, 15 U.S.C. § 77t(d), and Section 21(d) of the Exchange Act, 15 U.S.C. § 78u(d);

D. Barring Seinfeld and Postma, for a period of three (3) years and two (2) years, respectively, pursuant to the Court's authority under Section 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)(5)], from acting as an officer or director of any issuer that has a class of securities registered pursuant to Section 12 of the Exchange Act [15 U.S.C. § 78l] and that is required to file reports under Section 15(d) of the Exchange Act [15 U.S.C. § 78o(d)] pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 78t(e)] and Section 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)(2)];

E. Permanently restraining and enjoining Defendants from directly or indirectly, including but not limited to, through any entity Defendants own or control, engaging in any activity for the purpose of:

(a) inducing or attempting to induce the purchase or sale of any variable annuity, death-put bond, or other security structured to generate proceeds upon the death of any hospice patient or other terminally ill person,

(b) causing any person or entity to engage in any activity for the purpose of inducing or attempting to induce the purchase or sale of any such security,

(c) deriving compensation from any activity engaged in for the purpose of inducing or attempting to induce the purchase or sale of any such security, or

(d) purchasing or otherwise acquiring an ownership interest in any such security;

provided, however, that this shall not prohibit Seinfeld and Postma (collectively, “Individual Defendants”) from purchasing, otherwise acquiring an ownership interest in, or being a named beneficiary of any such security as to which the person upon whose death proceeds are generated is an Individual Defendant or an Individual Defendant’s spouse, parent, child, sibling or in-law;

F. Retaining jurisdiction over this action to implement and carry out the terms of all orders and decrees that may hereby be entered, or to entertain any suitable application or motion by the Commission for additional relief within the jurisdiction of this Court; and

G. Granting such other and further relief as the Court deems just and appropriate or necessary for the benefit of investors.

Dated: September 16, 2019

Respectfully submitted,

Of Counsel:

J. Lee Buck, II
James J. Bresnicky
Benjamin D. Brutlag

By: /s/Matthew J. Gulde
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, 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 NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

U.S. Securities and Exchange Commission

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Matthew J. Gulde, US Securities and Exchange Commission
801 Cherry Street, Suite 1900 Fort Worth, TX 76102 (817) 978-1410

DEFENDANTS

Jay Daniel Seinfeld, Sara Beth Postma, Traditions Capital Management LLC, and Hospice Patient Aid Program Inc.

County of Residence of First Listed Defendant Miami-Dade County, FL
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

Baruch Weiss
Arnold & Porter Kaye Scholer LLP
601 Massachusetts Ave., NW, Washington, D.C. 20001-3743

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)Click here for: [Nature of Suit Code Descriptions.](#)

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 (Excludes 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	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 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 <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <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 checked="" type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
		LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act		
		IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

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 - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. § 77q(a); 15 U.S.C. § 78j(b); 17 C.F.R. § 240.10b-5

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

9/16/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/ Matthew J. Gulde

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM 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 pleading 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. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.