

K. V. Govt.
ORIGINAL

ORIGINAL

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

U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED
AUG 13 2007
CLERK, U.S. DISTRICT COURT
By MB
Deputy

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

vs.

**INTER GLOBAL TECHNOLOGIES, INC., and
MICHAEL E. TOMAYKO**

Defendants.

COMPLAINT

3-07 CV 1397-K

Civil Action No.

Plaintiff Securities and Exchange Commission alleges as follows:

SUMMARY

1. From about January 2004 and through at least Fall of 2006, Inter Global Technologies, Inc. ("IGT") and its founder Michael E. Tomayko ("Tomayko") raised more than \$14.5 million from over 900 domestic and foreign investors through the fraudulent, unregistered sale of securities. Claiming to own three valuable licenses to construct oil refineries in Indonesia, Defendants snared investors with promises of immense wealth once IGT procured the \$15 billion necessary to build the refineries.

2. Promising immediate returns of as much as 1000%, Tomayko repeatedly told his victims that IGT would imminently receive funding for construction of the refineries. Over a period of nearly two years, Tomayko told investors that the funding would come from a number of sources: a financial windfall from letters of credit or other bank instruments provided by a wealthy contact in Indonesia; a vault filled with gold bullion and guarded by tribal elders; and the largess of the Saudi royal family. All the while, Defendants continued to solicit additional investor funds.

3. Defendants also represented that investor funds would be used solely to maintain IGT's refinery licenses in Indonesia and to procure financing to build the refineries. Defendants assured investors that Tomayko would be compensated for his work only after the refinery projects were completed.

4. In fact, Defendants' claims were completely baseless. The existence and value of the refinery licenses remain in doubt. Moreover, Tomayko's repeated assurances that his schemes would produce sufficient funds to build the Indonesian refineries were based entirely on dubious and unverified information. Predictably, the promised financing has never materialized.

5. Contrary to Defendants' representations, Tomayko used millions of dollars of investor funds to pay his personal expenses and support his lavish international lifestyle. He squandered millions more, without due diligence, chasing financing in Indonesia.

6. By engaging in the conduct detailed in this Complaint, Defendants, directly or indirectly, singly or in concert, have engaged in, and unless enjoined will continue to engage in transactions, acts, practices and courses of business that constitute violations of Sections 5(a), 5(c) and 17(a) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. §§ 77e(a), 77e(c) and 77q(a)] and Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. § 78j(b)] and of Rule 10b-5 [17 C.F.R. § 240.10b-5], promulgated thereunder.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this action 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]. The Defendants have, directly and indirectly, made use of the means or instrumentalities of interstate commerce and/or the mails in connection with the transactions described in this Complaint.

8. Venue lies in this Court 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 and transactions described herein took place in the Northern District of Texas.

THE DEFENDANTS

9. IGT is a Texas corporation created by Tomayko in October 1997. IGT's principal place of business is Irving, Texas

10. Tomayko, age 59, resides in Irving, Texas and is president and majority owner of IGT. Tomayko controls IGT's day-to-day operations, including directing payments from IGT's bank accounts, communicating with existing and potential investors and writing IGT Daily Reports. Tomayko filed for personal bankruptcy protection in 1983 and 1997.

DEFENDANTS' OFFER AND SALE OF SECURITIES

Background

11. In the late 1990s, Tomayko met an Indonesian national named Mappasulle, who claimed access to licenses to build oil refineries in Indonesia. Eventually, the Defendants and Mappasulle entered into a joint venture to build three refineries at an expected cost of \$15 billion. Defendants agreed to raise funds from investors, while Mappasulle promised that he would exploit his purported contacts in Indonesia to maintain the licenses and obtain financing. Over the course of their relationship, Mappasulle has received over \$2.3 million of investor funds. Defendants, however, have never obtained any reliable indication (such as a legal opinion or third-party professional appraisal) that the licenses are of any value, nor have they monitored Mappasulle's use of investor proceeds.

Offer and Sale of IGT Preferred Stock

12. From January 2004 through at least June 2006, IGT raised approximately \$11.5 million from sales of preferred stock to over 900 U.S. and international investors. IGT and

Tomayko sold the stock directly and through an informal network of existing shareholders who were encouraged to tell friends and family about the IGT investment opportunity. Existing investors often arranged for meetings at the shareholder's home or a local meeting place between a group of potential investors and IGT representatives. Tomayko and other IGT representatives attended some of the larger investor meetings and often participated by telephone at the smaller or more remote gatherings. Prospective investors also contacted IGT directly and were given information about the company's history and business prospects.

13. During the meetings, and in response to direct inquiries by prospective investors, Tomayko and other IGT representatives, using information Tomayko provided them, claimed that IGT, through Mappasulle's company, had exclusive licenses to build Indonesian refineries and that it was seeking financing for those projects. Tomayko and IGT representatives told investors that the money raised through stock sales would be used to keep the licenses current, to fund the offices of IGT and its Indonesian partner, and to pay expenses associated with obtaining financing.

14. Defendants also provided investors and potential investors with written materials. The written communications came in two principal forms: a private placement memoranda packet and frequent newsletters called "Daily Reports."

15. Many prospective investors were provided with an IGT Private Placement Memorandum ("PPM"), subscription agreement and purchaser questionnaire. Throughout the offering period, IGT utilized four PPMs, all identical except for the offering date. IGT did not require investors to complete the purchaser questionnaires or any part of the subscription agreement other than name, address, telephone number and amount of investment. Tomayko was involved in the creation of the PPM, reviewed and approved its content, and authorized its dissemination.

16. Each PPM represented that IGT was offering up to \$1 million of its preferred stock at \$1 per share. IGT, however, raised at least \$11.5 million from preferred stock sales during the relevant period. The PPMs also described IGT as an environmental consulting and cleanup company and stated that it had not previously offered any securities for sale. Lastly, the PPM represented that the company had not compensated any officer or director.

17. The PPMs did not provide investors with any meaningful disclosures about IGT or its Indonesian refinery project. Indeed, Tomayko appears to have merely copied a form of document used at his prior employer, an environmental remediation business, and changed a few names.

18. In addition to the PPMs, Tomayko created Daily Reports and used them to solicit new investors, as well as to mollify existing investors. Tomayko initiated the Daily Reports by January 2004, issuing two or three per week. These reports purported to describe IGT's efforts to secure financing, including the names of potential financing sources, accounts of meetings with important figures, claims that IGT had signed various key contracts and agreements, dates when funding would occur and when possible dividend payments would be made to shareholders.

19. Defendants communicated to investors that they could expect to receive return of their investment principal within two or three months after they invested, with additional monthly returns to follow. Defendants told other investors that they would receive dividends of at least \$1 per share when the initial financing occurred and a much larger amount when the projects were fully funded. In addition, Tomayko represented that dividends would most likely continue throughout the refinery construction.

Offer and Sale of Joint Venture Interests

20. In June 2006, after the SEC made an initial inquiry about IGT's activities, the Defendants, through counsel, represented in writing that they had ceased raising funds from investors and had no plans to offer or sell additional securities in the future.

21. In fact, however, Defendants were at the time conducting, and continued to conduct for some period thereafter, a new offering of purported "joint venture interests." This solicitation ultimately raised an additional \$3 million from 49 investors.

22. Defendants solicited these investments through one-page "joint venture agreements," which promised investors one share of preferred stock for each dollar contributed. The agreement promised an immediate 500% return once IGT concluded financing for the refineries. Some agreements also promised investors additional returns of up to 1000% from other transactions Tomayko was purportedly working on with Indonesian contacts. Tomayko continued to represent that investor funds raised through the joint venture offerings would only be used to maintain the refinery licenses and consummate the financing transactions.

DEFENDANTS' MISREPRESENTATIONS AND OMISSIONS

Authenticity and Value of IGT's "Refinery Licenses"

23. Tomayko and IGT touted the value and exclusivity of the refinery licenses. The Commission, however, is informed and believes that these licenses do not exist or do not have the value Defendants ascribed to them. It is likely that IGT, in fact, did not have the unconditional right to build refineries, but rather had correspondence that constituted the first step toward obtaining the right to construct refineries. Tomayko and IGT did virtually nothing to substantiate the licenses' validity, exclusivity or value. For example, although Tomayko and other IGT employees made numerous trips to Indonesia to participate in meetings, they relied entirely on Mappasulle because they did not speak Indonesian. IGT never hired any

professionals, such as lawyers, engineers or accountants, to verify the existence or value of the licenses or the actual construction of the refineries. In short, Tomayko had no legitimate basis to believe that the refinery licenses were worth anything. Nonetheless, he readily represented to investors that these licenses were the key to incredible wealth.

24. Tomayko and IGT also did nothing to verify that the millions of dollars sent to Mappasulle, supposedly to maintain the licenses and cover operating expenses, were used appropriately. Their representations to investors and prospective investors that investor funds would be, and were being, used in this fashion thus had no reasonable basis.

Sources and Timing of Refinery Financing and Investor Returns

25. Defendants repeatedly promised investors and potential investors enormous returns once IGT obtained financing for the refineries. Throughout the relevant period, Defendants also repeatedly represented to investors and potential investors that IGT had received, or would shortly receive, the funds necessary to build the refineries. In fact, Defendants' promises of remuneration based on IGT's imminent procurement of financing had no reasonable basis.

26. In oral presentations and the Daily Reports, Tomayko and IGT continuously communicated purported new developments and impending deals to fund the refineries. At times, the Daily Reports stated that financing had been secured and that dividend payments were on the way. Indeed, one Daily Report included a form for investors to provide their banking information to facilitate an imminent dividend distribution.

27. To induce investors to part with their money, Tomayko spun exotic tales of vast wealth held by his Indonesian business contacts and their promises to make their assets available to fund the refineries. As recounted in Tomayko's investor conference calls and written updates, IGT identified two principal potential funding sources for the refineries.

28. Initially, IGT and Tomayko told investors that funding would be provided by Ms. Dani Ismulatie, a supposedly wealthy Indonesian who claimed to possess massive gold reserves maintained at or by Union Bank of Switzerland ("UBS"). Although Ismulatie lived in a modest home and had to ask IGT to pay even the smallest of her expenses, Tomayko repeatedly assured investors that she was an heir to the fortune of former Indonesian president Sukarno.

29. Ismulatie provided Tomayko with purported UBS bank documents which she claimed proved that she had billions of dollars in gold reserves. Without making any effort to verify the authenticity of Ismulatie's claims or documents, IGT and Tomayko wired Ismulatie more than \$1 million of investor money over two years, purportedly to pay her travel costs and fees for creating bank documents, such as letters of credit, and transferring of those documents to Tomayko.

30. Tomayko and IGT also included copies of purported banking documents in many Daily Reports to bolster claims that Ismulatie had billions of dollars in gold reserves from which to provide financing. Tomayko never made any effort to authenticate these documents or Ismulatie's background before presenting these documents to investors. Had he done so, he would have learned that the documents were forgeries. Indeed, even after numerous documents were presented to UBS bank and rejected, Tomayko continued to tout Ismulatie as a source of capital. IGT, however, never received any funding from Ismulatie.

31. At various times, Tomayko and IGT also reported to investors that hundreds of millions of dollars had been placed on Euroclear – the international securities clearinghouse – in his name, by various funding groups. Tomayko attached what he contended were Euroclear documents to the Daily Reports to support this claim. In fact, the documents were wholly bogus. Among other things, the purported Euroclear documents reflected transactions, such as

bank guarantees and letters of credit, which Euroclear does not even process. Again, Tomayko had no basis to believe these documents were authentic or reflected actual transactions.

32. Tomayko also convinced investors that IGT was uniquely situated to obtain Indonesian "domestic gold" under the control of local "elders." Tomayko told investors that IGT, through its Indonesian contacts, had negotiated with one of these elders who purportedly controlled over a million metric tons of gold kept in a secret underground vault. Tomayko asserted that the elder was willing to use the gold to fund the refineries. Tomayko repeatedly tantalized investors with descriptions of the vastness of wealth under the elder's control. For example, he wrote in one report:

"Imagine if you will, nearly seven acres of flat farmland, two hours from Jakarta. Visualize descending 15 meters to a warehouse under this entire seven acres. Where a floor of imported jade, 20 centimeter (s) thick encompasses the entire property. And then visualize one million one hundred thousand metric tons of gold placed on top of this jade flooring."

33. Tomayko's assurances to investors about the existence of the "domestic gold" and IGT's access to it had no reasonable basis. In spite of his colorful descriptions to investors, Tomayko now admits that he never actually saw this alleged vault. His only bases for these representations were the unverified statements of persons seeking money and two small gold bars Tomayko saw during one trip to Indonesia. Nonetheless, Defendants sent hundreds of thousands of dollars of investor funds to individuals who claimed access to these vast gold reserves. Not surprisingly, IGT never received any financing from this source.

34. Defendants never disclosed to investors that these purported sources of capital were unverified and lacked all credibility. While Tomayko and IGT repeatedly enticed and lulled investors with claims that financing was imminent, they had no reasonable basis for believing that these sources were capable of funding the refineries.

35. Over time, as unfulfilled promises about funding from Ismulatie and the elders began to grow stale, Tomayko claimed that he had obtained access to new sources of financing—sources as farfetched and dubious as those that came before. For example, during 2005 or 2006, Tomayko began representing to investors that a self-proclaimed wealthy Indonesian businessman living in Malaysia was prepared to access \$8.7 billion he supposedly was holding “out of the banking system” to assist funding the IGT refinery project. In fact, despite having no legitimate basis to accept this individual’s claims, Tomayko wired \$638,000 of investor money to this individual. To date, this individual has not provided any funds for the refinery project.

36. Subsequently, Tomayko told investors that a company controlled by members of the Saudi royal family would be funding the refineries. Again, Tomayko’s assertions to investors had no reasonable basis and IGT has received no funding from the Saudis.

37. Even as these sources of financing were proving themselves illusory, however, Tomayko continued to use the Daily Reports to raise millions of dollars in additional funds from existing investors. In the typical funding pitch, Tomayko described some additional obstacle that had arisen – such as a bank fee that had to be paid or meeting space that needed to be secured – or would relay a request from Ismulatie or one of the “elders” for advancement of travel or administrative costs. On other occasions, he asserted that more funds were necessary to maintain the refinery permits and licenses or to pay IGT’s or its Indonesian partner’s operating expenses. He then asked investors to wire or mail additional funds, which he would add to their investment. Many investors acted on these funding calls and invested more money.

Undisclosed and Unauthorized Use of Investor Funds

38. As IGT investors waited patiently to receive any remuneration from their investments, Tomayko, without disclosure to investors, spent a substantial portion of investor funds for his own personal use and benefit. The PPM specifically represented that no IGT officer or director would receive compensation from investor funds. Nonetheless, between 2004 and 2006, Tomayko diverted at least \$3.4 million of IGT investor funds for his personal use, including \$280,000 in transfers to his personal account; \$160,000 on mortgage and property tax payments for his home; \$127,000 in car lease payments, insurance and maintenance; \$101,000 in personal income tax payments and back taxes and penalties; and \$115,000 on tickets for sporting events and concerts.

39. Tomayko also used IGT investor funds to pay for a number of extravagant trips, including:

- \$45,000 to attend the 2006 NBA Finals in Miami, including \$3,000 in first class airline tickets, six game tickets totaling \$19,200; \$9,355 in hotel charges (including over \$1300 in mini-bar charges) for Tomayko and his guest; over \$8,000 for purchases at two exclusive women's clothing stores; and approximately \$2,500 for meals;
- \$30,000 in September 2006 at a luxury Hawaiian resort hosting his daughter's wedding, including \$1,800 per night for his own suite; hotel charges for family members and IGT employees; \$4,379 for a group dinner; and \$3,100 at a jewelry store; and
- \$15,000 in November 2006 at the same Hawaiian resort for a five night stay in a luxury suite.

40. Tomayko and others at IGT spent at least \$1.9 million of investor funds on first-class travel and luxury hotel stays that appear at best only tenuously related to "legitimate"

business expenses. In addition, \$1.1 million in cash withdrawals by Tomayko and other IGT employees cannot be accounted for.

FIRST CLAIM
Violations of Section 17(a) of the Securities Act

41. Plaintiff repeats and incorporates paragraphs 1 through 40 of this Complaint by reference as if set forth *verbatim*.

42. Defendants directly or indirectly, singly or in concert with others, in the offer or sale of securities, by use of the means and instrumentalities of interstate commerce and by use of the mails, have: (a) employed devices, schemes and artifices to defraud; (b) made untrue statements of material facts and omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (c) engaged in acts, practices and courses of business which operate as a fraud and deceit upon purchasers, prospective purchasers and other persons.

43. As a part of and in furtherance of their scheme, Defendants directly and indirectly, prepared, disseminated or used contracts, written offering documents, promotional materials, investor and other correspondence, and oral representations, which contained untrue statements of material facts and misrepresentations of material facts, and which omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, including, but not limited to, those set forth in Paragraphs 1 through 40 above.

44. With respect to violations of Sections 17(a)(2) and (3) of the Securities Act, Defendants were at least negligent in their actions regarding the representations and omissions alleged herein. With respect to violations of Section 17(a)(1) of the Securities Act, Defendants

made the above-referenced misrepresentations and omissions knowingly or with severe recklessness regarding the truth.

SECOND CLAIM
Violations of Section 10(b) of the Exchange Act and Rule 10b-5

45. Plaintiff repeats and incorporates paragraphs 1 through 40 of this Complaint by reference as if set forth *verbatim*.

46. Defendants, directly or indirectly, singly or in concert with others, in connection with the purchase or sale of securities, by use of the means and instrumentalities of interstate commerce and by use of the mails, have: (a) employed devices, schemes and artifices to defraud; (b) made untrue statements of material facts and omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (c) engaged in acts, practices and courses of business which operate as a fraud and deceit upon purchasers, prospective purchasers and other persons.

47. As a part of and in furtherance of their scheme, Defendants, directly and indirectly, prepared, disseminated or used contracts, written offering documents, promotional materials, investor and other correspondence, and oral representations, which contained untrue statements of material facts and misrepresentations of material facts, and which omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, including, but not limited to, those set forth in Paragraphs 1 through 40 above.

48. Defendants made the above-referenced misrepresentations and omissions knowingly or with severe recklessness regarding the truth.

THIRD CLAIM
Violations of Sections 5(a) and 5(c) of the Securities Act

49. Plaintiff repeats and incorporates paragraphs 1 through 40 of this Complaint by reference as if set forth *verbatim*.

50. Defendants, directly or indirectly, singly and in concert with others, have been offering to sell, selling and delivering after sale, certain securities, and have been, directly and indirectly: (a) making use of the means and instruments of transportation and communication in interstate commerce and of the mails to sell securities, through the use of written contracts, offering documents and otherwise; (b) carrying and causing to be carried through the mails and in interstate commerce by the means and instruments of transportation, such securities for the purpose of sale and for delivery after sale; and (c) making use of the means or instruments of transportation and communication in interstate commerce and of the mails to offer to sell such securities.

51. No registration statements were ever filed with the Commission or otherwise in effect with respect to the securities offered and sold by the Defendants.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Court:

I.

Permanently enjoin Defendants from violating Sections 5(a), 5(c) and 17(a) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b-5, thereunder;
Order Defendants to disgorge an amount equal to the funds and benefits they obtained a result of the violations alleged herein, plus prejudgment interest on that amount;

II.

Order civil penalties against Defendants 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)], for their securities law violations;

III.

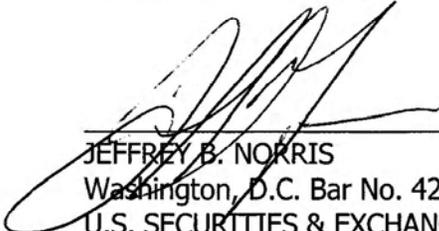
Order Defendants to provide an accounting of the receipt, use and disposition of all investor funds obtained as a result of the violations alleged herein; and

IV.

Grant such further relief as this Court may deem just and proper.

Date: August 13, 2007

Respectfully submitted,



JEFFREY B. NORRIS
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COMMISSION
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24014515

JS 44(Rev. 11/04)

ORIGINAL CIVIL COVER SHEET

This JS 44 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 THE REVERSE OF THE FORM.)

I.(a) PLAINTIFFS
DEFENDANTS

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

3-07 CV 1397-K
INTER GLOBAL TECHNOLOGIES, INC., and
MICHAEL E. TOMAYKO, Defendants.

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF _____
 (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant: Dallas
 (IN U.S. PLAINTIFF CASES ONLY)
 NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEY (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Jeffrey B. Norris
U.S. Securities and Exchange Commission
801 Cherry Street, Suite 1900
Fort Worth, TX 76102
(817) 978-6452

ATTO... RECEIVED
 AUG 13 2007
 DISTRICT COURT

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 (For Diversity Cases Only)

| | | | | | |
|-----------------------------------------|----------------------------|----------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| 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 | 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 | PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability 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"/> 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 | <input type="checkbox"/> 422 Appeal 28 USC 156 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copy rights <input type="checkbox"/> 830 Patent <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)) 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"/> 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 Organization <input type="checkbox"/> 480 Consumer Credit <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 <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"/> 440 Other Civil Rights | <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights | | | |

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 Judge

VI. CAUSE OF ACTION CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING (DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY):
 Brief Description of cause: *Sections 17(a), 5(a), 5(c) of the Securities Act of 1933 [15 U.S.C. § 77q(a), 77e(a), 77e(c)] and Section 10(b) Securities Exchange Act of 1934 [15 U.S.C. § 78j(b)] and Exchange Act Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].*

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) (See Instructions): IF ANY JUDGE _____ DOCKET NUMBER _____

DATE _____ SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY
 Receipt # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____