	Case 2:12-cv-00781-KJM-EFB D	ocument 1	Filed 03/27/12	Page 1 of 13		
1 2	WILLARD K. TOM General Counsel					
3	GREGORY A. ASHE					
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5						
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9	Attorneys for Plaintiff					
10	UNITED STAT	'ES DISTRI	CT COURT			
11	EASTERN DIST					
12						
13	FEDERAL TRADE COMMISSION,	C	Case No.			
14	Plaintiff,		COMPLAINT FO	R PERMANENT		
15	V.	I	NJUNCTION AN	D OTHER		
16 17	NAFSO VLM, INC. , also d/b/a Vehicle Lo Modification,		EQUITABLE RELIEF			
18 19	KORE SERVICES, LLC, also d/b/a Auto Consulting also d/b/a Car Loans Modificati					
20	NAYTHEM NAFSO,					
21	and					
22	MICHAEL KAMFIROOZIE,					
23	Defendants.					
24						
25	Plaintiff, the Federal Trade Commiss	sion ("FTC")	, for its complaint a	alleges:		
26						
27						
28	Complaint	1				

1					
1	1. The FTC brings this action under Section 13(b) of the Federal Trade Commission				
2	Act ("FTC Act"), 15 U.S.C. § 53(b), to obtain temporary, preliminary, and permanent injunctive				
3	relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement				
4	of ill-gotten monies, and other equitable relief for Defendants' acts or practices in violation of				
5	Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), in connection with the marketing and sale of				
6					
7 8	vehicle loan assistance relief services.				
o 9	JURISDICTION AND VENUE				
9 10	2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a),				
11	and 1345, and 15 U.S.C. §§ 45(a) and 53(b).				
12	3. Venue is proper in this District under 28 U.S.C. § 1391(b) and (c), and 15 U.S.C.				
13	§ 53(b).				
14	PLAINTIFF				
15	4. The FTC is an independent agency of the United States Government created by				
16	statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a),				
16 17	statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce.				
17 18	which prohibits unfair or deceptive acts or practices in or affecting commerce.				
17 18 19	 which prohibits unfair or deceptive acts or practices in or affecting commerce. 5. The FTC is authorized to initiate federal district court proceedings, by its own 				
17 18 19 20	which prohibits unfair or deceptive acts or practices in or affecting commerce.				
17 18 19 20 21	 which prohibits unfair or deceptive acts or practices in or affecting commerce. 5. The FTC is authorized to initiate federal district court proceedings, by its own 				
 17 18 19 20 21 22 	 which prohibits unfair or deceptive acts or practices in or affecting commerce. 5. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and to secure such equitable relief as may be 				
 17 18 19 20 21 22 23 	 which prohibits unfair or deceptive acts or practices in or affecting commerce. 5. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and to secure such equitable relief as may be appropriate in each case, including rescission or reformation of contracts, restitution, the refund 				
 17 18 19 20 21 22 23 24 	 which prohibits unfair or deceptive acts or practices in or affecting commerce. 5. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and to secure such equitable relief as may be appropriate in each case, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b) and 56(a)(2)(A). 				
 17 18 19 20 21 22 23 24 25 	 which prohibits unfair or deceptive acts or practices in or affecting commerce. 5. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and to secure such equitable relief as may be appropriate in each case, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b) and 56(a)(2)(A). DEFENDANTS 6. Defendant Kore Services, LLC ("Kore") is a California limited liability company 				
 17 18 19 20 21 22 23 24 25 26 	 which prohibits unfair or deceptive acts or practices in or affecting commerce. 5. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and to secure such equitable relief as may be appropriate in each case, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b) and 56(a)(2)(A). DEFENDANTS 6. Defendant Kore Services, LLC ("Kore") is a California limited liability company with its principal place of business at 555 Front Street, Suite 2201, San Diego, California. Kore 				
 17 18 19 20 21 22 23 24 25 	 which prohibits unfair or deceptive acts or practices in or affecting commerce. 5. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and to secure such equitable relief as may be appropriate in each case, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b) and 56(a)(2)(A). DEFENDANTS 6. Defendant Kore Services, LLC ("Kore") is a California limited liability company 				

Auto Debt Consulting and Car Loans Modification. Kore transacts or has transacted business in this district and throughout the United States. At all times material to this Complaint, acting alone or in concert with others, Kore has advertised, marketed, distributed, or sold vehicle loan assistance relief services to consumers throughout the United States.

7. Defendant NAFSO VLM, Inc. ("VLM") is a California corporation with its principal place of business at 8441 Briggs Drive, Roseville, California. VLM also does business as Vehicle Loan Mod. VLM transacts or has transacted business in this district and throughout the United States. At all times material to this Complaint, acting alone or in concert with others, VLM has advertised, marketed, distributed, or sold vehicle loan assistance relief services to consumers throughout the United States.

8. Defendant Michael Kamfiroozie is the sole manager of Kore and its registered agent. He also has signatory authority over Kore's bank accounts. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Kamfiroozie, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

9. Defendant Naythem Nafso is the sole officer and director of VLM and its registered agent. He also has signatory authority over VLM's and Kore's bank accounts. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Nafso resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

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3 Complaint

10. Defendants Kore and VLM (collectively, "Corporate Defendants") have operated as a common enterprise while engaging in the unlawful acts and practices and other violations of law alleged below. Defendants have conducted the business practices described below through interrelated companies that have common ownership, officers, managers, business functions, employees, office locations, and have commingled funds. Because the Corporate Defendants have operated as a common enterprise, each of them is jointly and severally liable for the acts and practices alleged below. Defendants Kamfiroozie and Nafso have formulated, directed, controlled, had the authority to control, or participated in the acts and practices of the Corporate Defendants that constitute the common enterprise.

COMMERCE

11. At all times material to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act,
15 U.S.C. § 44.

BACKGROUND ON VEHICLE LOAN ASSISTANCE RELIEF SERVICES

12. A car is second only to a home as the most expensive purchase many consumers make. As a result, most consumers finance the purchase of a new or used motor vehicle. For many people, their vehicles are necessary for them to commute to their jobs so that they can work. However, many families are struggling to make ends meet and the number of repossessed cars continues to rise. As a result, many consumers seek vehicle loan assistance relief services in an effort to make their monthly loan payments more affordable and to keep their vehicle.

DEFENDANTS' BUSINESS ACTIVITIES

Since at least July 2011, Defendants have solicited consumers to seek vehicle
 loan assistance relief services through the Internet and telemarketing. Defendants induce

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consumers to purchase their services with representations that Defendants' services will make consumers' vehicle loan payments substantially more affordable or Defendants will refund any fees paid by consumers.

Defendants' Internet Marketing Activities

14. Defendants have solicited consumers who seek vehicle loan assistance relief 6 7 services through a number of Internet websites. Since at least November 2008, Defendants have 8 operated several websites, including but not limited to the following: carloansmodification.com, 9 autodebtconsulting.com, vehicleloanmod.com, nafsovlm.com, theautomodgroup.com, and 10 automobileadvocates.com. Defendant Kamfiroozie is the registrant as well as administrative 11 contact, technical, and billing contact for the Internet websites carloansmodification.com and 12 autodebtconsulting.com. The domain registration and hosting fees for these websites are paid 13 14 for with Defendant Kamfiroozie's personal credit card. Defendant Nafso is the registrant for the 15 Internet websites vehicleloanmod.com, nafsovlm.com, theautomodgroup.com, and 16 automobileadvocates.com. The domain registration and hosting fees for these websites are paid 17 for with Defendant Nafso's personal credit card. 18 15. Defendants' carloansmodification.com website makes the following statements 19 regarding their ability to lower the monthly payments on consumers' vehicle loans: 20 21 Lower your monthly vehicle payments by as much as 40% regardless of your a. credit score! 22 CarLoansModification.com has a goal to help as many Americans as possible find b. 23 the best way to lower their payments and keep their car, truck, boat or RV This modification consists of extending terms or lowering interest rates to find the 24 payment that works best for you. 25 c. If you have a vehicle with a payment that is just not affordable any longer, then 26 let us step in on your behalf to get you an auto loan modification . . . You don't have to settle any longer for high car payments. 27

28 Complaint

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1	d.	If you are facing repossession, do not give up here, as there is always a way to		
2		modify your car loan payments and continue to operate your vehicle well into the future. Simply contact CLM and they will contact the financial institution		
3		responsible for putting you into the vehicle and explain to them the situation. In many cases, this third party (like CLM) can help to mediate the situation and get		
4		you the best possible results. In the case of a car loan modification, quite often		
5		the car payment options can be reduced to a manageable amount, making it far simpler for the consumer to repay the loans over time.		
6 7	16.	Defendants' autodebtconsulting.com website makes the following statements		
8	regarding their	r ability to lower the monthly payments on consumers' vehicle loans:		
9	a.	Lower your monthly vehicle payments by as much as 40% regardless of your credit score!		
10 11	b.	We work directly with your lender to get you an auto loan modification.		
12	с.	We at Auto Debt Consulting will take care of all the hassles so you don't have to worry about them. We will directly deal with your lender, bank or finance		
13		company and negotiate the terms of the loan so as to provide a more affordable		
14		loan repayment plan.		
15 16	d.	Auto Debt Consulting will contact your bank or lender and negotiate with them on your behalf to modify the terms of your loan (loan duration, current loan balance, interest rate, etc.) such that the monthly loan payments become more		
10 17 18		affordable and you avoid repossession. Our team is highly skilled at making such negotiations with banks, lenders and finance services [sic], so you can be sure we will get you the best possible resolution/auto loan modification.		
19	17.	Defendants' vehicleloanmod.com website makes the following statements		
20	regarding their ability to lower the monthly payments on consumers' vehicle loans:			
21	a.	Lower Car Payments With An Auto Loan Modification - Reduce Payments Now		
22	b.	LOWER YOUR MONTHLY VEHICLE PAYMENTS TODAY!		
23	с.	[A]llow the experts at VehicleLoanMod.com to work directly with your lender to		
24		modify your existing loan or lease to reduce your monthly payment.		
25	d.	Our Mission To assist vehicle owners struggling to pay their monthly payments or facing		
26 27		repossession. Vehicle Loan Mod will negotiate with Lenders/Banks/Credit Unions/Finance Companies and any other Financial Institution(s) to reduce		
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1 2 3	e.	vehicle owner's payment obligations or repossessions. Vehicle Loan Mod will help all qualified vehicle owners to obtain a loan modification with a new, affordable monthly payment. Vehicle Loan Mod will communicate and negotiate with your lender on your			
4 5	С.	behalf to reduce your monthly payment obligations to make them more affordable so you may avoid repossession.			
6 7 8	f. We'll negotiate with Lenders to reduce vehicle owners' payment obligations or repossessions. We will help all qualified vehicle owners obtain a loan modification with an affordable monthly payment to give our clients control of their finances and put them back on track.				
9	18.	Defendants tout their experience to further their claim that they will obtain			
10	promised loan modifications. For example, Defendants' carloansmodification.com website				
11	states that Defendants are "one of the pioneers in car loan modification and vehicle loan				
12	modification," while Defendants' autodebtconsulting.com website refers to Defendants as "one				
13	of the leading auto loan modification services" and Defendants' vehicleloanmod.com website				
14 15	states "[w]e are the industry leaders when it comes to car lease & loan modifications ."				
15 16	Defendants' websites further state:				
17 18 19	a.	With the professionals on your side, you will have minimal problems and a tremendous wealth of information at your fingertips. With specialists and experts who are familiar with the process as well as the ins and the outs of the entire industry, you will find it is a relatively straightforward process once you have determined the needs of your particular situation.			
20 21	b.	It is in the best interest of the banks and finance companies to assist you in keeping your vehicle and working with loan modification experts.			
22	19.	Defendants' websites also contain numerous purported customer testimonials			
23	touting Defendants' ability to arrange vehicle loan modifications and/or stop repossessions. For				
24 25	example, Defendants' vehicleloanmod.com website attaches a consumer's modification				
25 26	agreement pu	rportedly obtained as a result of Defendants' services. The sample agreement			
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1	shows a reduction in monthly payment from \$309.33 to \$219.92 (a 29% reduction). In addition				
2	the testimonials include the following statements:				
3	a.	a. When I came to auto debt consulting my monthly car payment was \$432 and I			
4		was 2 months behind on my payment In the second week, Auto Debt Consulting called me up to let me know they negotiated my payments down to			
5		\$350 a month. That's over 20% savings and it's also a number I can actually afford to pay.			
6	L				
7	b.	I truly did not expect such a drastic reduction in my monthly payments!			
8 9	с.	Thank you Auto Debt Consulting. I am delighted to say that my loan payments has [sic] been lowered by more than \$100!			
10	d.	Auto Debt Consulting went directly to [my lender] to get my loan issues			
11		straightened out. My original monthly payment was close to \$600, now its's down to just a little over \$400. Great job!			
12	e.	I recently went through Vehicle Loan Mod to obtain a smaller payment on my			
13 14		Ford F 150. Everything was completed in a couple of weeks and I ended up getting a fairly large payment reduction (\$573.69 reduced to \$408.17).			
14	f.	I did receive a very large reduction on my interest rate as well on my monthly payment.			
16	20.	Defendants' autodebtconsulting.com website further states "if you have engaged			
17 18	the services of	f Auto Debt Consulting for negotiating with your lender or bank on your behalf,			
10	and if for any reason you are dissatisfied with our services or we are unsuccessful in the				
20	negotiation process we will provide a 100 percent money back guarantee."				
21	21.	Defendants' websites invite consumers to call one of Defendants' several toll-free			
22	numbers: "80	0-929-5097" (on the carloansmodification.com website) and "800-979-0262" (on			
23	the autodebtconsulting.com website). Defendants' vehicleloanmod.com website invites				
24	consumers to	complete an online form with the promise that consumers "will be contacted by a			
25		essional within 48 hours." The online form requires consumers to enter their name			
26					
27		formation and financial information regarding their vehicle loan including name of			
28	Complaint	8			

the lender, monthly payment, and loan balance. When consumers enter and submit their information on this website, they are contacted by one of Defendants' representatives.

Defendants' Telemarketing Activities

22. Consumers speak with Defendants' representatives when they call the toll-free numbers in response to Defendants' Internet advertising or when Defendants call consumers who submitted information on Defendants' websites.

23. During the sales calls, Defendants' representatives collect information from consumers, including details about consumers' vehicle loan and income. After consumers provide this information, the representatives often claim that the consumers are qualified to obtain a vehicle loan modification. Defendants' representatives typically promise consumers that Defendants can lower the monthly payment on consumers' vehicle loans by 25% to 40%. In numerous instances, Defendants' representatives state the dollar amount of the lower monthly payments that Defendants purportedly will be able to obtain for the consumers. In numerous instances, Defendants' representatives also state that Defendants can reduce the interest rate or loan balance on consumers' vehicle loans.

24. Defendants' representatives inform consumers that they must pay Defendants a \$399 enrollment fee up-front. In numerous instances, Defendants' representatives assure consumers that they would get a refund of the fee if Defendants are not able to obtain the promised loan modification.

25. Defendants' representatives explain that after consumers pay the fee, Defendants will send consumers an enrollment packet via email. The representatives state that the enrollment packet includes a third party authorization that consumers can complete online. The

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representatives assure consumers that once Defendants receive the completed authorization Defendants will conduct the negotiations with consumers' lenders.

26. In numerous instances, Defendants fail to obtain the promised vehicle loan modifications that will make consumers' monthly loan payments more affordable. In numerous instances, consumers learn from their lenders that Defendants have not even contacted the lender or that Defendants have made only minimal, non-substantive contacts with the lender. In numerous instances, when Defendants fail to obtain a vehicle loan modification as promised, Defendants deny refund requests from consumers.

VIOLATIONS OF THE FTC ACT

27. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits "unfair or deceptive acts or practices in or affecting commerce."

28. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

Count I

29. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of vehicle loan assistance relief services, Defendants have represented, directly or indirectly, expressly or by implication, that they generally will obtain for consumers a renegotiation, settlement, modification, or other alteration of the terms of consumers' vehicle loans that will make consumers' vehicle loan payments substantially more affordable.

30. In truth and in fact, the material representation set forth in paragraph 29 is false or was not substantiated at the time the representation was made.

Complaint

31. Therefore, Defendants' representation as set forth in Paragraph 29 is false and misleading and constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act,
15 U.S. C. § 45(a).

Count II

32. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of vehicle loan assistance relief services, Defendants have represented, expressly or by implication, that Defendants will give refunds to consumers if Defendants fail to obtain for consumers a renegotiation, settlement, modification, or other alteration of the terms of consumers' vehicle loans that will make consumers' vehicle loan payments substantially more affordable.

33. In truth and in fact, in numerous instances, Defendants do not give refunds to consumers when Defendants fail to obtain for consumers a renegotiation, settlement, modification, or other alteration of the terms of consumers' vehicle loans that will make consumers' vehicle loan payments substantially more affordable.

34. Therefore, Defendants' representation as set forth in Paragraph 32 is false and misleading and constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S. C. § 45(a).

CONSUMER INJURY

35. Consumers have suffered and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act. In addition, Defendants have been unjustly enriched as a result of their unlawful acts or practices. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

Complaint

Complaint

THIS COURT'S POWER TO GRANT RELIEF

36. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant injunctive and such other relief as the Court may deem appropriate to halt and redress violations of any provision of law enforced by the FTC. The Court, in the exercise of its equitable jurisdiction, may award ancillary relief, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies, to prevent and remedy any violation of any provision of law enforced by the FTC.

PRAYER FOR RELIEF

Wherefore, Plaintiff Federal Trade Commission, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b) and the Court's own equitable powers, requests that the Court:

A. Award Plaintiff such preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief, including but not limited to, temporary and preliminary injunctions.

B. Enter a permanent injunction to prevent future violations of the FTC Act byDefendants.

C. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the FTC Act, including but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies.

1	D.	Award Plaintiff the costs of l	bringing this action, as well as such other and	
2				
3	additional relief as the Court may determine to be just and proper.			
4	Dated: March	27 2012	Respectfully submitted,	
5	Dateu. March	27, 2012	Respectfully sublitted,	
6			WILLARD K. TOM	
7			General Counsel	
8			/s/Gragom A Asha	
9			/s/Gregory A. Ashe GREGORY A. ASHE	
			STEPHANIE K. ROSENTHAL Federal Trade Commission	
10			600 Pennsylvania Ave., N.W.	
11			Washington, D.C. 20580	
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13			202-326-3768 (fax)	
			gashe@ftc.gov	
14			srosenthal@ftc.gov	
15			Attorneys for Plaintiff	
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28	Complaint		13	

*JS 44 (Rev. 12/07) Case 2:12-cv-00781-K SALEB COVER SHEET Filed 03/27/12 Page 1 of 1 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 THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS		1	DEFENDANTS		
Federal Trade Commis	sion		NAFSO VLM, Inc., Kore Services, LLC, Naythem Nafso, Michael Kamfiroozie		
	e of First Listed Plaintiff	(County of Residence	of First Listed Defendant	Placer
(1	EXCEPT IN U.S. PLAINTIFF CASES)			(IN U.S. PLAINTIFF CASES	5
				ND CONDEMNATION CASES, U INVOLVED.	ISE THE LOCATION OF THE
(c) Attorney's (Firm Nam	e, Address, and Telephone Number)		Attorneys (If Known)		
· · · · · · · · · · · · · · · · · · ·	Trade Commission, 600 Pennsylvania	a Ave			
	ashington, DC 20580, 202-326-3719	0			
II. BASIS OF JURISI	DICTION (Place an "X" in One Box Only)		IZENSHIP OF I or Diversity Cases Only)	PRINCIPAL PARTIES	(Place an "X" in One Box for Plaintiff and One Box for Defendant)
X 1 U.S. Government	□ 3 Federal Question		P	TF DEF	PTF DEF
Plaintiff	(U.S. Government Not a Party)	Citizen o	of This State	D 1 D 1 Incorporated or P of Business In Th	
□ 2 U.S. Government	□ 4 Diversity	Citizen c	of Another State	2 2 Incorporated and	Principal Place 🛛 5 🗇 5
Defendant	(Indicate Citizenship of Parties in Item III)	Contraction of the contract		of Business In	Another State
				3 🗇 3 Foreign Nation	0606
IV. NATURE OF SUI	(T (Place an "X" in One Box Only)	Foreig	an Country		
CONTRACT	TORIS	FORI	FEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
 110 Insurance 120 Marine 	PERSONAL INJURY PERSONAL INJUR 310 Airplane 362 Personal Injury -	And the second	Agriculture Other Food & Drug	 422 Appeal 28 USC 158 423 Withdrawal 	 400 State Reapportionment 410 Antitrust
130 Miller Act	315 Airplane Product Med. Malpractic	ce 🛛 625 D	Drug Related Seizure	28 USC 157	430 Banks and Banking
 140 Negotiable Instrument 150 Recovery of Overpayment 	Liability 365 Personal Injury - 320 Assault, Libel & Product Liability		f Property 21 USC 881 .iquor Laws	PROPERTY RIGHTS	450 Commerce 460 Deportation
& Enforcement of Judgmen	slander 🛛 368 Asbestos Persona	ial 🖸 640 R	.R. & Truck	820 Copyrights	□ 470 Racketeer Influenced and
151 Medicare Act 152 Recovery of Defaulted	330 Federal Employers' Injury Product Liability Liability		Airline Regs. Occupational	830 Patent 840 Trademark	Corrupt Organizations 480 Consumer Credit
Student Loans	340 Marine PERSONAL PROPER 345 Marine Product 370 Other Fraud		Safety/Health	Construction and a second construction	 490 Cable/Sat TV 810 Selective Service
(Excl. Veterans) ☐ 153 Recovery of Overpayment	Liability 0 371 Truth in Lending	g	LABOR	SOCIAL SECURITY	□ 810 Selective Service □ 850 Securities/Commodities/
of Veteran's Benefits 160 Stockholders' Suits	□ 350 Motor Vehicle □ 380 Other Personal □ 355 Motor Vehicle Property Damage		air Labor Standards	 861 HIA (1395ff) 862 Black Lung (923) 	Exchange 875 Customer Challenge
190 Other Contract	Product Liability 🗇 385 Property Damage	e 🖸 720 L	abor/Mgmt. Relations	□ 863 DIWC/DIWW (405(g))	12 USC 3410
 195 Contract Product Liability 196 Franchise 	360 Other Personal Product Liability Injury		abor/Mgmt.Reporting Disclosure Act	 864 SSID Title XVI 865 RSI (405(g)) 	 890 Other Statutory Actions 891 Agricultural Acts
REAL PROPERTY	CIVIL RIGHTS PRISONER PETITION		ailway Labor Act Other Labor Litigation	FEDERAL TAX SUITS 870 Taxes (U.S. Plaintiff	 892 Economic Stabilization Act 893 Environmental Matters
210 Land Condemnation 220 Foreclosure	442 Employment Sentence	🖸 791 E	mpl. Ret. Inc.	or Defendant)	894 Energy Allocation Act
 230 Rent Lease & Ejectment 240 Torts to Land 	443 Housing/ Accommodations 530 General	Se	ecurity Act	871 IRS—Third Party 26 USC 7609	895 Freedom of Information Act
245 Tort Product Liability	444 Welfare 535 Death Penalty		MMIGRATION		900Appeal of Fee Determination
290 All Other Real Property	 445 Amer. w/Disabilities - 540 Mandamus & Oth Employment 550 Civil Rights 		laturalization Applicatior labeas Corpus -	n	Under Equal Access to Justice
	446 Amer. w/Disabilities - 555 Prison Condition	n Al	ien Detainee		950 Constitutionality of
	Other 440 Other Civil Rights		other Immigration		State Statutes
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	Cite the U.S. Civil Statute under which you at 15 U.S.C. Section 45	re filing (Do			
VI. CAUSE OF ACTI					· · · · · · · · · · · · · · · · · · ·
VII. REQUESTED IN			IAND \$		if demanded in complaint:
COMPLAINT:	UNDER F.R.C.P. 23			JURY DEMAND	
VIII. RELATED CAS IF ANY	E(S) (See instructions): JUDGE			DOCKET NUMBER	
DATE	SIGNATURE OF AT	TORNEY OF	RECORD / /		
03/27/2012	Thegor	~ ()	1. Chho	e_	
FOR OFFICE USE ONLY	0	1			
RECEIPT # A	MOUNT APPLYING IFP	/	JUDGE	MAG. JU	DGE