# IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

ANTHONY FRANCHI, Individually and On	)	
Behalf of All Others Similarly Situated,	)	
	)	
Plaintiff,	)	
	)	Case No
V.	)	
	)	JURY TRIAL DEMANDED
NUSTAR GP HOLDINGS, LLC, WILLIAM	)	
GREEHEY, BRAD BARRON, WILLIAM B.	)	CLASS ACTION
BURNETT, FULLY CLINGMAN,	)	
JELYNNE LEBLANC-BURLEY, NUSTAR	)	
ENERGY L.P., RIVERWALK LOGISTICS,	)	
L.P., NUSTAR GP, LLC, and MARSHALL	)	
MERGER SUB LLC,	)	
	)	
Defendants.	)	

# **COMPLAINT FOR VIOLATION OF THE SECURITIES EXCHANGE ACT OF 1934**

Plaintiff, by his undersigned attorneys, for this complaint against defendants, alleges upon personal knowledge with respect to himself, and upon information and belief based upon, *inter alia*, the investigation of counsel as to all other allegations herein, as follows:

# **NATURE OF THE ACTION**

1. This action stems from a proposed transaction announced on February 8, 2018 (the "Proposed Transaction"), pursuant to which NuStar GP Holdings, LLC ("NSH" or the "Company") will be acquired by NuStar Energy L.P. (the "Partnership"), Riverwalk Logistics, L.P., NuStar GP, LLC ("NuStar GP"), and Marshall Merger Sub LLC (collectively, the "Buyers").

2. On February 7, 2018, NSH's Board of Directors (the "Board" or "Individual Defendants") caused NSH to enter into an agreement and plan of merger (the "Merger Agreement") with the Buyers. Pursuant to the terms of the Merger Agreement, unitholders of NSH will receive 0.55 common units of the Partnership for each NSH common unit they own.

3. On March 15, 2018, defendants filed a Form S-4 Registration Statement (the "Registration Statement") with the United States Securities and Exchange Commission ("SEC") in connection with the Proposed Transaction.

4. The Registration Statement omits material information with respect to the Proposed Transaction, which renders the Registration Statement false and misleading. Accordingly, plaintiff alleges herein that defendants violated Sections 14(a) and 20(a) of the Securities Exchange Act of 1934 (the "1934 Act") in connection with the Registration Statement.

#### JURISDICTION AND VENUE

5. This Court has jurisdiction over the claims asserted herein pursuant to Section 27 of the 1934 Act because the claims asserted herein arise under Sections 14(a) and 20(a) of the 1934 Act and Rule 14a-9.

6. This Court has jurisdiction over defendants because each defendant is either a corporation that conducts business in and maintains operations within this District, or is an individual with sufficient minimum contacts with this District so as to make the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.

7. Venue is proper under 28 U.S.C. § 1391(b) because a substantial portion of the transactions and wrongs complained of herein occurred in this District.

#### **PARTIES**

8. Plaintiff is, and has been continuously throughout all times relevant hereto, the owner of NSH common units.

9. Defendant NSH is a Delaware limited liability company and maintains its principal executive offices at 19003 IH-10 West, San Antonio, Texas 78257. NSH's common units are traded on the NYSE under the ticker symbol "NSH."

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10. Defendant William Greehey ("Greehey") is the Chairman of the Board of NSH.

11. Defendant Brad Barron ("Barron") is the President and Chief Executive Officer ("CEO") of NSH.

12. Defendant William B. Burnett ("Burnett") is a director of NSH.

13. Defendant Fully Clingman ("Clingman") is a director of NSH.

14. Defendant Jelynee LeBlanc-Burley ("LeBlanc-Burley") is a director of NSH.

15. The defendants identified in paragraphs 10 through 14 are collectively referred to herein as the "Individual Defendants."

16. Defendant Partnership is a Delaware limited partnership and is a party to the Merger Agreement.

17. Defendant Riverwalk Logistics, L.P.is a Delaware limited partnership and a party to the Merger Agreement.

18. Defendant NuStar GP is a Delaware limited liability company and a party to the Merger Agreement.

19. Defendant Marshall Merger Sub LLC is a Delaware limited liability company and a party to the Merger Agreement.

#### **CLASS ACTION ALLEGATIONS**

20. Plaintiff brings this action as a class action on behalf of himself and the other public unitholders of NSH (the "Class"). Excluded from the Class are defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with any defendant.

21. This action is properly maintainable as a class action.

22. The Class is so numerous that joinder of all members is impracticable. As of February 6, 2018, NSH had approximately 42,953,132 common units outstanding, held by

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hundreds, if not thousands, of individuals and entities scattered throughout the country.

23. Questions of law and fact are common to the Class, including, among others: (i) whether defendants violated the 1934 Act; and (ii) whether defendants will irreparably harm plaintiff and the other members of the Class if defendants' conduct complained of herein continues.

24. Plaintiff is committed to prosecuting this action and has retained competent counsel experienced in litigation of this nature. Plaintiff's claims are typical of the claims of the other members of the Class and plaintiff has the same interests as the other members of the Class. Accordingly, plaintiff is an adequate representative of the Class and will fairly and adequately protect the interests of the Class.

25. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for defendants, or adjudications that would, as a practical matter, be dispositive of the interests of individual members of the Class who are not parties to the adjudications or would substantially impair or impede those non-party Class members' ability to protect their interests.

26. Defendants have acted, or refused to act, on grounds generally applicable to the Class as a whole, and are causing injury to the entire Class. Therefore, final injunctive relief on behalf of the Class is appropriate.

#### SUBSTANTIVE ALLEGATIONS

## Background of the Company and the Proposed Transaction

27. NSH was formed in 2000 and owns the general partner interest, an approximate 11 percent common limited partner interest, and the incentive distribution rights in the

Partnership.

28. The Partnership was formed in 1999 and is engaged in the transportation of petroleum products and anhydrous ammonia and the terminalling, storage and marketing of petroleum products.

29. According to the Registration Statement, NSH and the Partnership are closely related. NSH's subsidiaries own (i) 10,214,626 common units, constituting approximately 11% of the common units outstanding, (ii) the 2% general partner interest in the Partnership, and (iii) 100% of the incentive distributions rights issued by the Partnership, which entitle NSH to receive increasing percentages of the cash distributed by the Partnership, up to a maximum percentage of 23%.

30. All executive officers of NSH are executive officers of NuStar GP and two directors of NSH are also directors of NuStar GP.

31. On February 7, 2018, the Individual Defendants caused NSH to enter into the Merger Agreement.

32. Pursuant to the terms of the Merger Agreement, unitholders of NSH will receive0.55 common units of the Partnership for each NSH common unit they own.

33. According to the February 8, 2018 press release announcing the Proposed

Transaction:

NuStar Energy L.P. (NYSE: NS) (the "Partnership" or "NS") and NuStar GP Holdings, LLC (NYSE: NSH) ("NSH") today announced a definitive agreement that would result in the merger of NSH with a wholly owned subsidiary of the Partnership through a unit-for-unit exchange. The merger would result in NSH becoming a wholly owned subsidiary of the Partnership and the cancellation of the 2% economic general partner interest in the Partnership, the incentive distribution rights in the Partnership and approximately 10.2 million Partnership common units currently owned by NSH and its subsidiaries.

Under the terms of the definitive agreement, NSH unitholders would receive 0.55

of a Partnership common unit in exchange for each NSH unit they own at closing, representing a premium of approximately 1.7% based on the closing prices of the Partnership's common units and of NSH's units on February 7, 2018. The transaction would result in approximately 23.6 million additional common units being issued by the Partnership. In connection with this transaction, William E. Greehey, the Chairman of the Board of both NSH and the Partnership, who controls approximately 21% of the outstanding NSH units, has executed a support agreement pursuant to which he has agreed to vote the NSH units controlled by him in favor of the merger....

The completion of the merger is subject to the approval of holders of at least a majority of the outstanding NSH units and other closing conditions, and is expected to occur during the second quarter of 2018. The merger agreement may be terminated by either NSH or the Partnership if the merger has not closed on or prior to August 8, 2018 and for other limited circumstances set forth in the merger agreement.

The terms of the merger agreement were unanimously approved by NSH's Conflicts Committee and by the Partnership's Nominating/Governance & Conflicts Committee, each comprised solely of independent directors, and were approved by both NSH's board of directors and the Partnership's board of directors (in each case with Mr. Greehey and Mr. Barron recusing themselves).

34. Additionally, as set forth in the Registration Statement, following the Proposed

Transaction:

NuStar GP, by virtue of being the general partner of the General Partner, will continue to manage the Partnership after the merger. The NuStar GP management team will continue in their current roles and will manage NuStar GP following the merger. After the effective time, the Partnership Board will consist of nine members, six of whom will be the current members of the Partnership Board and three of whom will be the three current members of the NSH Conflicts Committee.

# The Registration Statement Omits Material Information

35. Defendants filed the Registration Statement with the SEC in connection with the

Proposed Transaction.

36. The Registration Statement omits material information with respect to the

Proposed Transaction, which renders the Registration Statement false and misleading.

37. First, the Registration Statement omits material information regarding the

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financial projections of NSH and the Partnership, as well as the valuation analyses performed by the Company's financial advisor in connection with the Proposed Transaction, Robert W. Baird & Co. Incorporated ("Baird").

38. The disclosure of projected financial information is material because it provides equity holders with a basis to project the future financial performance of a company, and allows equity holders to better understand the financial analyses performed by the company's financial advisor in support of its fairness opinion. Moreover, when a banker's endorsement of the fairness of a transaction is touted to equity holders, the valuation methods used to arrive at that opinion as well as the key inputs and range of ultimate values generated by those analyses must also be fairly disclosed.

39. The Registration Statement fails to disclose certain important financial projections of the Company and the Partnership that were used by Baird in its valuation analyses. For example, in performing its Discounted Cash Flow Analysis of each of NSH and the Partnership, Baird calculated the implied value of NSH and the Partnership by using NSH's and the Partnership's "projected unlevered free cash flows for calendar years 2018 through 2020, respectively, as set forth in the Forecasts, under each of 1.3x, 1.2x and 1.1x DCF coverage ratios at the Partnership." The Registration Statement, however, fails to disclose the unlevered free cash flow projections of NSH and the Partnership that Baird relied upon in its analysis, as well as all line items used to calculate unlevered free cash flow.

40. Further, although the Registration Statement disclosed NSH's and the Partnership's distributable cash flows ("DCF") and distributions per unit at coverage ratios of 1.2x and 1.3x, it fails to disclose those projections at the 1.1x coverage ratio.

41. Additionally, the Registration Statement discloses certain projections of NSH for

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non-GAAP (generally accepted accounting principles) metrics, including DCF, and for the Partnership, including EBITDA and DCF, but it fails to provide unitholders with the necessary line item projections for the metrics used to calculate these non-GAAP measures or otherwise reconcile the non-GAAP projections to the most comparable GAAP measures.

42. To avoid misleading unitholders with non-GAAP financial measures in business combinations such as the Proposed Transaction, publicly traded companies must provide a reconciliation of the differences between the non-GAAP financial measures with the most comparable financial measures calculated and presented in accordance with GAAP. Indeed, defendants acknowledge in the Registration Statement that each of EBITDA and DCF "is not a financial measure prepared in accordance with GAAP and should not be considered a substitute for net income (loss) or cash flow data prepared in accordance with GAAP." As such, unitholders are entitled to the line item projections used to calculate NSH's and the Partnership's non-GAAP projections or a reconciliation of the non-GAAP projections to the most comparable GAAP measures.

43. The Registration Statement also fails to disclose the reason(s) "management of the Partnership prepared projections for the Partnership on a stand-alone basis with respect to 2018, 2019 and 2020," but "management of NSH prepared projections for NSH on a stand-alone basis (relying on the Partnership's projections with respect to the Partnership)" only "with respect to 2018."

44. With respect to Baird's Discounted Cash Flow Analysis of each of NSH and the Partnership, the Registration Statement fails to disclose: (i) NSH's and the Partnership's "projected unlevered free cash flows for calendar years 2018 through 2020" at each of the 1.3x, 1.2x, and 1.1x DCF coverage ratios, as used by Baird in its analyses; (ii) the specific inputs and

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assumptions underlying the different sets of discount rates calculated and used by Baird in its analyses; and (iii) the perpetuity growth rates implied by Baird's analyses.

45. With respect to Baird's Discounted Distribution Analysis of each of NSH and the Partnership, the Registration Statement fails to disclose: (i) NSH's and the Partnership's DCFs for calendar years 2018 through 2020 at the 1.1x coverage ratio; (ii) the specific inputs and assumptions underlying the different sets of terminal year exit yields calculated and used by Baird in its analyses; (iii) the specific inputs and assumptions underlying the different sets of and assumptions underlying the different sets of terminal year exit yields calculated and used by Baird in its analyses; (iii) the specific inputs and assumptions underlying the different sets of inputs and assumptions underlying the different sets of inputs and assumptions underlying the different sets of the specific inputs and assumptions underlying the different sets of inputs and assumptions underlying the different sets of the specific inputs and assumptions underlying the different sets of the specific inputs and assumptions underlying the different sets of discount rates calculated and used by Baird in its analyses; and (iv) the terminal exit multiples implied by Baird's analyses.

46. With respect to Baird's Selected Public Comparables Analyses of each of NSH and the Partnership, the Registration Statement fails to disclose the individual multiples and financial benchmarking metrics for each of the companies observed by Baird in its analysis.

47. With respect to Baird's Selected Precedent Transactions Analysis, the Registration Statement fails to disclose the individual multiples and financial benchmarking metrics for each of the transactions observed by Baird in its analysis.

48. The Registration Statement fails to disclose Baird's analyses regarding the March 5, 2018 proposal submitted by Energy Transfer Equity, L.P. ("ETE") to acquire NSH for \$14.70 per share (the "ETE Proposal"), including the analyses presented by Baird on March 8, 2018.

49. The Registration Statement also fails to disclose the nature of the various updates Baird made to its analyses during the process leading up to the execution of the Merger Agreement.

50. Further, the Registration Statement fails to disclose the implied value of the merger consideration, as well as the premiums implied by all offers and proposals submitted to

acquire the Company.

51. Second, the Registration Statement omits material information regarding the process leading up to the Proposed Transaction and potential conflicts of interest.

52. The Registration Statement fails to disclose the members of the conflicts committee of the NSH Board (the "Conflicts Committee"), as well as when the Conflicts Committee was formed.

53. The Registration Statement fails to disclose the reason(s) the Conflicts Committee rejected the ETE Proposal.

54. The Registration Statement fails to disclose when the Conflicts Committee became aware that each member would serve on the post-merger board of directors. This information is necessary for stockholders to understand potential conflicts of interest of the Individual Defendants, as that information provides illumination concerning motivations that would prevent fiduciaries from acting solely in the best interests of the Company's unitholders.

55. The Registration Statement also fails to disclose the reason(s) Individual Defendants Greehey and Barron recused themselves from voting on the Proposed Transaction, as well as Greehey's basis for refusing to vote in favor of the ETE Proposal.

56. The omission of the above-referenced material information renders the Registration Statement false and misleading, including, *inter alia*, the following sections of the Registration Statement: (i) Unaudited Financial Projections of the Partnership and NSH; (ii) Opinion of the NSH Conflicts Committee's Financial Advisor; and (iii) Background of the Merger.

57. The omitted information, if disclosed, would significantly alter the total mix of information available to NSH's unitholders.

#### COUNT I

# Claim for Violation of Section 14(a) of the 1934 Act and Rule 14a-9 Promulgated Thereunder Against the Individual Defendants and NSH

58. Plaintiff repeats and realleges the preceding allegations as if fully set forth herein.

59. The Individual Defendants disseminated the false and misleading Registration Statement, which contained statements that, in violation of Section 14(a) of the 1934 Act and Rule 14a-9, in light of the circumstances under which they were made, omitted to state material facts necessary to make the statements therein not materially false or misleading. NSH is liable as the issuer of these statements.

60. The Registration Statement was prepared, reviewed, and/or disseminated by the Individual Defendants. By virtue of their positions within the Company, the Individual Defendants were aware of this information and their duty to disclose this information in the Registration Statement.

61. The Individual Defendants were at least negligent in filing the Registration Statement with these materially false and misleading statements.

62. The omissions and false and misleading statements in the Registration Statement are material in that a reasonable unitholder will consider them important in deciding how to vote on the Proposed Transaction. In addition, a reasonable investor will view a full and accurate disclosure as significantly altering the total mix of information made available in the Registration Statement and in other information reasonably available to unitholders.

63. The Registration Statement is an essential link in causing plaintiff and the Company's unitholders to approve the Proposed Transaction.

64. By reason of the foregoing, defendants violated Section 14(a) of the 1934 Act and Rule 14a-9 promulgated thereunder.

65. Because of the false and misleading statements in the Registration Statement, plaintiff and the Class are threatened with irreparable harm.

## COUNT II

# Claim for Violation of Section 20(a) of the 1934 Act Against the Individual Defendants and the Buyers

66. Plaintiff repeats and realleges the preceding allegations as if fully set forth herein.

67. The Individual Defendants and the Buyers acted as controlling persons of NSH within the meaning of Section 20(a) of the 1934 Act as alleged herein. By virtue of their positions as officers and/or directors of NSH and participation in and/or awareness of the Company's operations and/or intimate knowledge of the false statements contained in the Registration Statement, they had the power to influence and control and did influence and control, directly or indirectly, the decision making of the Company, including the content and dissemination of the various statements that plaintiff contends are false and misleading.

68. Each of the Individual Defendants and the Buyers was provided with or had unlimited access to copies of the Registration Statement alleged by plaintiff to be misleading prior to and/or shortly after these statements were issued and had the ability to prevent the issuance of the statements or cause them to be corrected.

69. In particular, each of the Individual Defendants had direct and supervisory involvement in the day-to-day operations of the Company, and, therefore, is presumed to have had the power to control and influence the particular transactions giving rise to the violations as alleged herein, and exercised the same. The Registration Statement contains the unanimous recommendation of the Individual Defendants to approve the Proposed Transaction. They were thus directly involved in the making of the Registration Statement.

70. The Buyers also had direct supervisory control over the composition of the

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Registration Statement and the information disclosed therein, as well as the information that was omitted and/or misrepresented in the Registration Statement.

71. By virtue of the foregoing, the Individual Defendants and the Buyers violated Section 20(a) of the 1934 Act.

72. As set forth above, the Individual Defendants and the Buyers had the ability to exercise control over and did control a person or persons who have each violated Section 14(a) of the 1934 Act and Rule 14a-9, by their acts and omissions as alleged herein. By virtue of their positions as controlling persons, these defendants are liable pursuant to Section 20(a) of the 1934 Act. As a direct and proximate result of defendants' conduct, plaintiff and the Class are threatened with irreparable harm.

## PRAYER FOR RELIEF

WHEREFORE, plaintiff prays for judgment and relief as follows:

A. Preliminarily and permanently enjoining defendants and all persons acting in concert with them from proceeding with, consummating, or closing the Proposed Transaction;

B. In the event defendants consummate the Proposed Transaction, rescinding it and setting it aside or awarding rescissory damages;

C. Directing the Individual Defendants to disseminate a Registration Statement that does not contain any untrue statements of material fact and that states all material facts required in it or necessary to make the statements contained therein not misleading;

D. Declaring that defendants violated Sections 14(a) and/or 20(a) of the 1934 Act, as well as Rule 14a-9 promulgated thereunder;

E. Awarding plaintiff the costs of this action, including reasonable allowance for plaintiff's attorneys' and experts' fees; and

F. Granting such other and further relief as this Court may deem just and proper.

# JURY DEMAND

Plaintiff respectfully requests a trial by jury on all issues so triable.

Dated: April 19, 2018

# **RIGRODSKY & LONG, P.A.**

By: /s/ Brian D. Long

**OF COUNSEL:** 

# RM LAW, P.C.

Richard A. Maniskas 1055 Westlakes Drive, Suite 300 Berwyn, PA 19312 Telephone: (484) 324-6800 Facsimile: (484) 631-1305 Email: rm@maniskas.com Brian D. Long (#4347) Gina M. Serra (#5387) 300 Delaware Avenue, Suite 1220 Wilmington, DE 19801 Telephone: (302) 295-5310 Facsimile: (302) 654-7530 Email: bdl@rl-legal.com Email: gms@rl-legal.com

Attorneys for Plaintiff

# **CERTIFICATION OF PLAINTIFF**

I, Anthony Franchi ("Plaintiff"), hereby declare as to the claims asserted under the federal securities laws that:

1. Plaintiff has reviewed the complaint and authorizes its filing.

2. Plaintiff did not purchase the security that is the subject of this action at the direction of Plaintiff's counsel or in order to participate in any private action.

3. Plaintiff is willing to serve as a representative party on behalf of the class, either individually or as part of a group, and I will testify at deposition or trial, if necessary. I understand that this is not a claim form and that I do not need to execute this Certification to share in any recovery as a member of the class.

Plaintiff's purchase and sale transactions in the NuStar GP Holdings, LLC (NYSE:
 NSH) security that is the subject of this action during the class period is/are as follows:



Buy Date 2/2/18



Units	Price per Unit	Sell Date	Units	Price per Unit
15	\$17.25			

Please list additional transactions on separate sheet of paper, if necessary.

5. Plaintiff has complete authority to bring a suit to recover for investment losses on behalf of purchasers of the subject securities described herein (including Plaintiff, any co-owners, any corporations or other entities, and/or any beneficial owners).

6. During the three years prior to the date of this Certification, Plaintiff has not moved to serve as a representative party for a class in an action filed under the federal securities laws.

7. Plaintiff will not accept any payment for serving as a representative party on behalf of the class beyond Plaintiff's pro rata share of any recovery, except such reasonable costs and expenses (including lost wages) directly relating to the representation of the class as ordered or approved by the Court.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this  $\frac{\partial^2}{\partial x}$  day of March, 2018.

Anthony Franchi

# JS 44 (Rev. 06/17) Case 1:18-cv-00592-UNA **Document 12 Filed 04/19**/18 Page 1 of 1 PageID #: 17

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.)* 

L (a) PLAINTIFFS Anthony Franchi			<b>DEFENDANTS</b> NuStar GP Holdings, LLC, William Greehey, Brad Barron, William B. Burnett, Fully Clingman, Jelynne Leblanc-Burley, Nustar Energy L.P., Riverwalk Logistics, L.P., NuStar GP, LLC, and Marshall Merger Sub						
(b) County of Residence of First Listed Plaintiff			County of Residence			Bexar Cour	•	jer Sub	
	XCEPT IN U.S. PLAINTIFF CA	ASES)		County of Residence		LAINTIFF CASES C		<u>ity, 17</u>	
			NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.						
(c) Attorneys (Firm Name, A RIGRODSKY & LONG, F 300 Delaware Avenue, S	P.A.			Attorneys (If Known)					
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<ul> <li>160 Stockholders' Suits</li> <li>190 Other Contract</li> </ul>	355 Motor Vehicle Product Liability	<ul><li>371 Truth in Lending</li><li>380 Other Personal</li></ul>	<b>1</b> 72	Act 20 Labor/Management		k Lung (923) C/DIWW (405(g))	Exchar	nge	
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290 All Other Real Property	445 Amer. w/Disabilities - Employment	535 Death Penalty Other:	<b>1</b> 40	IMMIGRATION 52 Naturalization Application			State St	tatutes	
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-	Cite the U.S. Civil St	tute under which you of	re filing (	(specify) Do not cite jurisdictional stat	)	Transfer		Direct Fi	ile
VI. CAUSE OF ACTION	15 U.S.C. §§ 78r	(a), 78t(a), and SE	<u>C Rule</u>	Do not cite jurisaictional stat 14a-9, 17 C.F.R. 240	.14a-9	versuy).			
VI. CAUSE OF ACTION	Brief description of ca		a) of the	e Securities Exchang	e Act of 1	034			
VII. REQUESTED IN		IS A CLASS ACTION		EMAND \$		CHECK YES only	if demanded in	n complai	int:
COMPLAINT:	UNDER RULE 2				J	URY DEMAND:	Yes	□No	
VIII. RELATED CASI IF ANY	E(S) (See instructions):	JUDGE Unassigne	ed		DOCKE	ET NUMBER 1:	18-cv-00576	6	
DATE		SIGNATURE OF AT	TORNEY	OF RECORD					-
04/19/2018 FOR OFFICE USE ONLY		/s/ Brian D. Lor	ng						
RECEIPT # AN	MOUNT	APPLYING IFP		JUDGE		MAG. JUE	DGE		
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