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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE

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Commodity Futures Trading Commission,

Plaintiff,

v.

Foreign Fund a/k/a First Bank, Ron Mealing, and
John Shirck

Defendants

Wally Dow, MW First Inc., MW First Trustees
Inc., Wolfgang J. Fastian, Deana Whitely, and
Star Connection Inc.

Relief Defendants.

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U.S. DISTRICT COURT
MIDDLE DISTRICT OF TN

COMPLAINT FOR INJUNCTIVE
AND OTHER EQUITABLE
RELIEF AND FOR PENALTIES
UNDER THE COMMODITY
EXCHANGE ACT, AS
AMENDED, 7 U.S.C. §§ 1-25

JUDGE ECHOLS

I.

SUMMARY

1. Since at least November 2003, Defendant Foreign Fund a/k/a First Bank ("Foreign Fund"), through its agents and representatives, has solicited more than \$3 million in customer funds from thousands of customers, purportedly to be used for trading foreign currency futures contracts.

2. Through the Foreign Fund website and in emails, individuals soliciting investments for Foreign Fund defraud customers by making material misrepresentations concerning Foreign Fund's trading and identity. The website and emails advertise huge

investment returns, including representations that its “non-compounded” accounts pay up to 46% monthly and “compounded” accounts up to 100% monthly.

3. However, there is no evidence that any of the more than \$3 million in funds solicited from customers have ever been used for trading foreign currency or foreign currency futures contracts. Most of the customer funds are deposited into one of three accounts controlled by either defendant Ron Mealing (“Mealing”) or Defendant John Shirck (“Shirck”). None of the funds are sent to a financial institution, clearinghouse, or other designated contract facility that might indicate the existence of trading activity. Instead, Mealing and Shirck misappropriate some of the funds and return some of the funds to earlier customers in what amounts to a Ponzi scheme. Defendants failed to disclose the fact that the funds customers sent to Foreign Funds were not being used to trade foreign currency contracts and instead were misappropriated.

4. Through the conduct described above, Defendants Mealing and Shirck have engaged in the fraudulent misappropriation and fraudulent solicitation of customer funds and, consequently, violated Section 4b(a)(2)(i) and (iii) of the Commodity Exchange Act (“Act”), 7 U.S.C. § 6b(a)(2)(i) and (iii) (2002), and Commission Regulation 1.1(b)(1) and (3), 17 C.F.R. § 1.1(b)(1) and (3) (2003).

5. Through the fraudulent conduct of Foreign Fund’s agents and representatives described above, Defendant Foreign Fund, by operation of Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2002), has engaged in the fraudulent solicitation of customer funds and, consequently, violated Section 4b(a)(2)(i) and (iii) of the Act, 7 U.S.C. § 6b(a)(2)(i) and (iii) (2002), and Commission Regulation 1.1(b)(1) and (3), 17 C.F.R. § 1.1(b)(1) and (3) (2003).

6. Because Defendants Mealing and Shirck engaged in the fraudulent misappropriation and fraudulent solicitation of investor funds while acting as Foreign Fund’s

agent, Foreign Fund is vicariously liable for violations of Section 4b(a)(2)(i) and (iii) of the Act, and Commission Regulation 1.1(b)(1) and (3), pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2002).

7. Because the transactions Foreign Fund purports to offer are not conducted on or subject to the rules of a designated contract market or derivatives transaction execution facility, Foreign Fund, through its agents and representatives, is engaged in soliciting, or accepting any order for, or otherwise dealing in, illegal off-exchange futures contracts in violation of Section 4(a) of the Act, 7 U.S.C. § 6(a) (2002).

8. Accordingly, pursuant to Section 6c(a) of the Act, 7 U.S.C. § 13a-1 (2002), Plaintiff Commodity Futures Trading Commission (“Commission” or “CFTC”) brings this action to enjoin the unlawful acts and practices of Defendants Foreign Fund, Mealing and Shirck to compel compliance with the provisions of the Act and Regulations thereunder. In addition, the Commission seeks civil penalties, an accounting and such other equitable relief as the Court may deem necessary or appropriate.

II.

JURISDICTION AND VENUE

9. The Commodity Exchange Act, as amended, 7 U.S.C. § 1 et. seq. , prohibits fraud in connection with the trading of commodity futures contracts and establishes a comprehensive system for regulating the purchase and sale of such futures contracts. This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, which authorizes the Commission to seek injunctive relief against any person whenever it shall appear that such person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act or any rule, regulation or order thereunder. In addition,

Section 2(c)(2)(B) of the Act, 7 U.S.C. § 2(c)(2)(B), confers upon the Commission jurisdiction over certain retail transactions in foreign currency for future delivery, including the transactions alleged in this complaint.

10. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2002), in that defendants are found in, inhabit, or transact business in this district, and the acts and practices in violation of the Act have occurred, are occurring, or are about to occur within this district, among other places.

III.

THE PARTIES

A. Plaintiff

11. The Commodity Futures Trading Commission is an independent federal regulatory agency that is charged with responsibility for administering and enforcing the provisions of the Act, 7 U.S.C. §§ 1 et seq. (2002), and the Regulations promulgated thereunder, 17 C.F.R. §§ 1 et seq. (2003).

B. Defendants

12. Foreign Fund a/k/a First Bank is an entity with no known incorporation doing business through the Internet web sites www.foreign-fund.com (Foreign Fund) and ff-bank.com (First Bank). On its web pages, the Foreign Fund lists its address as 900 East Eight Avenue, Suite 300, King of Prussia, Pennsylvania, an office suite with which Foreign Fund has no known connection. Foreign Fund has never been registered with the Commission in any capacity.

13. Ron Mealing resides at 351 Brewer Drive, Nashville, Tennessee 37211. Mealing is the custodian of the two Foreign Fund accounts at the Bank of America in Nashville in the name of MWFIRST (TRUSTEES), INC. Mealing is also the president of the Tennessee

corporation MWFIRST (TRUSTEES) INC. Mealing has never been registered with the Commission in any capacity.

14. John Shirck resides at 505 Cypress Point Drive, #121, Mountain View, California 94043. Shirck is the custodian of the Foreign Fund account at the Union Bank of California branch in Palo Alto, California in the name of MWFIRST, INC. Shirck is also the president of the California corporation MWFIRST, INC. Shirck has never been registered with the Commission in any capacity.

C. Relief Defendants

15. Wally Dow ("Dow") resides at 2503 Dickerson Pike, Nashville, Tennessee 37207. Dow is believed to be the custodian of certain Foreign Fund customer funds. Dow has never been registered with the Commission in any capacity.

16. MWFIRST (TRUSTEES) INC. is a Tennessee corporation whose address is 351 Brewer Drive, Nashville, Tennessee 37211. Ron Mealing is listed as the President of the firm. MWFIRST TRUSTEES Inc. has never been registered with the Commission in any capacity.

17. MWFIRST, INC. is a California corporation whose address is at 505 Cypress Point Drive, #121, Mountain View, California 94043. Shirck is listed as the President of the firm. MWFIRST INC. has never been registered with the Commission in any capacity.

18. Star Connection, Inc. is an entity that has received large sums of customer money sent to an account in its name at Reitumu Bank located in Riga, Latvia. Star Connection, Inc. has never been registered with the Commission in any capacity.

19. Wolfgang J. Fastian ("Fastian") resides in Troy, Pennsylvania. Fastian is believed to be the custodian of certain Foreign Fund customer funds. Fastian has never been registered with the Commission in any capacity.

20. Deana Whitely (“Whitely”) is believed to reside in Toronto, Canada. Whitely is believed to be the custodian of certain Foreign Fund customer funds. Whitely has never been registered with the Commission in any capacity.

IV.

STATUTORY BACKGROUND

21. Section 2(c)(2)(B)(i)-(ii) of the Act provides that the CFTC shall have jurisdiction over an agreement, contract or transaction in foreign currency that is a sale of a commodity for future delivery, or an option on such futures contract or an option on foreign currency, and is “offered to, or entered into with, a person that is *not* an eligible contract participant, unless the counterparty, or the person offering to be the counterparty, of the person is” a regulated entity, as defined therein. 7 U.S.C. § 2(c)(2)(B)(i)-(ii) (2002). Section 2(c)(2)(B)(i)-(ii) of the Act was enacted by Congress as part of the Commodity Futures Modernization Act of 2000 (“CFMA”) in an effort “to clarify the jurisdiction of the Commodity Futures Trading Commission over certain retail foreign exchange transactions and bucket shops that may not be otherwise regulated.” CFMA § 2(5), Pub. L. No. 106-554, 114 Stat. 2763 (2000).

22. Section 1a(12)(A)(xi) of the Act defines an “eligible contract participant” as, *inter alia*, an individual who has total assets exceeding: (a) \$10 million; or (b) \$5,000,000 and who enters into the agreement, contract, or transaction in order to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred by the individual. 7 U.S.C. § 1a(12)(A)(xi) (2002).

23. Section 4(a) of the Act provides that, unless exempted by the Commission, it shall be unlawful for any person to offer to enter into, enter into, to execute, to confirm the execution

of, or conduct an office or business in the United States for the purpose of soliciting, accepting any order for, or otherwise dealing in transactions in, or in connection with, a contract for the purchase or sale of a commodity for future delivery when: (a) such transactions have not been conducted on or subject to the rules of a board of trade which has been designated or registered by the Commission as a contract market or derivatives transaction execution facility for such commodity; and (b) such contracts have not been executed or consummated by or through such contract market. 7 U.S.C. § 6(a) (2002).

V.

FACTS

A. Defendants Misappropriate Customer Funds

24. Since at least November 2003, Foreign Fund has solicited more than \$3 million dollars in funds from thousands of customers for purported trading in foreign currency futures contracts. Thousands of different customers have invested with Foreign Fund, many with accounts as small as \$10.

25. However, customer funds are not traded as promised. Of the more than \$3 million in customer funds deposited, none was transferred to any regulated financial institution, clearinghouse, or other designated contract facility that might indicate the existence of trading activity. Instead, many of the funds are either transferred overseas or returned to earlier customers in an operation that is tantamount to a Ponzi scheme.

26. From March to May of 2004, Foreign Fund directed customers to send funds to an account at the Union Bank of California held in the name of relief defendant MWFIRST Inc., an account for which defendant John Shirck is custodian and sole signatory. Of the \$1,261,973 in customer funds collected by the Foreign Fund in this account during this time period,

approximately half of the funds appear to have been returned to other Foreign Fund customers in furtherance of a Ponzi scheme. In addition, approximately \$533,000 was sent from the Union Bank of California to an overseas account in Riga, Latvia, in the name of relief defendant Star Connection Inc.

27. Beginning in May 2004, Foreign Fund began depositing customer funds in one of two accounts at a Bank of America branch in Nashville, Tennessee. Both accounts are in the name of relief defendant MWFIRST (TRUSTEES), INC., and defendant Ron Mealing is the custodian and sole signatory on the accounts. Again, no funds were received by or sent to any regulated financial institution, clearinghouse, or other designated contract facility that might indicate the existence of trading activity, and many of the funds are used to pay back earlier Foreign Fund investors. In addition, approximately \$125,000 was sent from these accounts to an overseas account in Riga, Latvia, in the name of relief defendant Star Connection Inc.

28. Defendants Mealing and Shirck knew that the customer funds that they misappropriated were solicited for the purpose of engaging in foreign currency futures trading and customers intended the funds to be used for foreign currency futures trading. Mealing and Shirck were responsible for creating and updating trading accounts in the customer database on the website foreign-fund.com. Upon receiving deposits from customers, Mealing and Shirck would add the amount of the deposit to the customer database so the deposit would be reflected to the customer when accessing his or her account online at foreign-fund.com. Mealing and Shirck also established customer accounts in the online database for new investors.

29. These online "account statements" did not disclose to customers that their funds were in actuality commingled and misappropriated in furtherance of a Ponzi scheme.

B. Foreign Fund Cheats and Defrauds Its Investors

30. Through the Foreign Fund website and in emails, Foreign Fund agents soliciting investments for Foreign Fund defraud customers by making material omissions and misrepresentations concerning Foreign Fund's trading activity and identity.

31. Foreign Fund, Mealing, and Shirck failed to disclose to potential customers and customers the fact that, contrary to claims made in solicitation materials, customer funds were not used to trade foreign currency futures contracts, but were instead funneled to an off-shore account in the name of relief defendant Star Connection Inc.

32. On the web site www.foreign-fund.com, Foreign Fund touts itself as "one of the leading companies specializing in the Foreign Exchange market" and maintains that its traders take advantage of currency price fluctuations to make profits for their customers by buying and selling major currencies. In an email to a Foreign Fund customer, an agent of Foreign Fund touts that Foreign Fund hired one of the best European and Japanese traders who continually turns profits for Foreign Fund's clients. Foreign Fund, Mealing, and Shirck failed to disclose to potential customers and customers the fact that, contrary to these claims made in solicitation materials, Foreign Fund did not engage in the business of buying and selling major currencies.

33. The profit claims that the Foreign Fund solicitations offer customers from this investment in foreign currency speculation are extraordinary. Customers are offered two types of accounts: "non-compounded" accounts that pay up to 46% monthly and "compounded" accounts that pay up to 100% monthly. In online account statements Foreign Fund reports to its customers that they are earning huge profits consistent with the web page's claims of between 46% and 100% monthly. Another email from support@foreign-fund.com stated that customers could expect a 72% monthly return on investments. Foreign Fund, Mealing, and Shirck failed to

disclose to potential customers and customers the fact that, contrary to these claims made in solicitation materials, Foreign Fund did not engage in the business of investing. Rather any funds returned to customers were actually funds from other customers.

34. Despite these extraordinary claims, there is no evidence that any of the customer funds have been used for legitimate trading. Foreign Fund does not disclose to customers that their funds will not be invested or managed as promised, that investments will be used in furtherance of a Ponzi scheme, or that the investments they are promoting are illegal futures contracts.

35. In order to hide the misappropriation of customer funds, and to discourage customers from liquidating their accounts, Foreign Fund customers are told that there are certain limitations on withdrawals. For instance, the Foreign Fund website states that there are "conditions" on requests to withdraw funds "due to the fact that the number of requests exceeds available funds," and that those requesting withdrawals of funds "will be assigned a place in the waiting order." Since at least mid August 2004 it appears that Foreign Fund has stopped sending funds to most customers who request withdrawals from their accounts.

36. Foreign Fund has also made materially false claims regarding its identity and success. The Foreign Fund web site maintains that the firm is physically located in the King of Prussia, Pennsylvania. However, the address offered by the firm is a rental office suite that has no connection to Foreign Fund because it has never been a tenant or conducted business at that location. In addition, the firm has not successfully traded customer funds or achieved the purported returns from foreign currency trading, and does not employ traders as represented.

C. The Defendants' Purported Foreign Currency Transactions Are Illegal Off-Exchange Futures Contracts.

37. Since at least November 2003, Foreign Fund has engaged in an elaborate scheme to defraud retail customers. Foreign Fund's promotional materials describe an investment opportunity to profit based upon the fluctuations in the relative values of foreign currencies. The investments that Foreign Fund purports to offer and sell are actually contracts for future delivery of foreign currencies that are cash settled in U.S. dollars ("futures contracts"). These purported foreign currency investments are offered to the general public, are not individually negotiated, and are cash-settled in U.S. dollars.

38. The customers who invest with Foreign Fund have no commercial need for the foreign currency. Instead, customers enter into these transactions to speculate and profit from anticipated price fluctuations in the markets for these currencies.

39. Customers do not anticipate taking – and do not take – delivery of the foreign currencies they purportedly purchase as a consequence of these investments. Foreign Fund does not require their customers to set up banking relationships to facilitate delivery of the foreign currencies.

40. Foreign Fund does not conduct its purported foreign currency futures transactions on or subject to the rules of a board of trade that has been designated by the CFTC as a contract market, nor are Foreign Fund's transactions executed or consummated by or through a contract market. Foreign Fund does not conduct transactions on a facility registered with the Commission as a derivatives transaction execution facility. Foreign Fund is not an appropriate counterparty under the Act for the transactions alleged herein.

41. Most, if not all, of the customers solicited by Foreign Fund are not eligible contract participants.

D. Relief Defendants Dow, Fastian and Whitely

42. Recently, customers that invested with Foreign Fund by writing a check were instructed to mail the check to 2507 Dickerson Pike, Nashville, Tennessee, 37207. This is the home address of relief defendant Dow. Dow is believed to be the custodian of the customer checks mailed to this address.

43. Fastian claims that he is a customer of Foreign Fund who invested \$60,000. However, Fastian has received funds in excess of \$150,000 from various bank accounts containing customer funds.

44. Upon information and belief, Whitely is an agent or representative of Foreign Fund. Whitely has received and is the gratuitous beneficiary of in excess of \$200,000 in customer funds.

VI.

**VIOLATIONS OF THE COMMODITY EXCHANGE ACT
AND COMMISSION REGULATIONS**

COUNT I

**SECTIONS 4b(a)(2)(i) and 4b(a)(2)(iii) OF THE ACT
AND REGULATIONS 1.1(b)(1) and (3): FRAUD**

45. Paragraphs 1 through 44 are re-alleged and incorporated herein.

46. During the relevant time, Defendants Mealing and Shirck violated Sections 4b(a)(2)(i) and (iii) of the Act, 7 U.S.C. §§ 6b(a)(2)(i) and (iii) (2002), and Regulations 1.1(b)(1) and (3), 17 C.F.R. §§ 1.1(b)(1) and (3) (2003), in that they cheated or defrauded or attempted to cheat or defraud customers or prospective customers in the investment program, and willfully deceived or attempted to deceive customers or prospective customers, by misappropriating funds received from customers.

47. Mealing and Shirck each engaged in the fraudulent misappropriation of customers funds while acting as Foreign Fund's agent. Foreign Fund thereby is liable for Mealing's and Shirck's violations of Sections 4b(a)(2)(i) and (iii) of the Act and Regulations 1.1(b)(1) and (3), pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2002).

48. Defendants engaged in this conduct in or in connection with orders to make, or the making of, contracts of sale of commodities for future delivery, made, or to be made, for or on behalf of other persons where such contracts for future delivery were or may have been used for (a) hedging any transaction in interstate commerce in such commodity, or the products or byproducts thereof, or (b) determining the price basis of any transaction in interstate commerce in such commodity, or (c) delivering any such commodity sold, shipped, or received in interstate commerce for the fulfillment thereof.

49. Each misappropriation of investor funds made during the relevant period, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Sections 4b(a)(2)(i) and (iii) of the Act and Regulations 1.1(b)(1) and (3).

COUNT II

SECTIONS 4b(a)(2)(i) and 4b(a)(2)(iii) OF THE ACT AND REGULATIONS 1.1(b)(1) and (3): SOLICITATION FRAUD

50. Paragraphs 1 through 44 are re-alleged and incorporated herein.

51. During the relevant time, agents and representatives of defendant Foreign Fund violated Sections 4b(a)(2)(i) and (iii) of the Act, 7 U.S.C. §§ 6b(a)(2)(i) and (iii) (2002), and Regulations 1.1(b)(1) and (3), 17 C.F.R. §§ 1.1(b)(1) and (3) (2004), in that they cheated or defrauded or attempted to cheat or defraud customers or prospective customers, and willfully deceived or attempted to deceive customers or prospective customers, by making false,

deceptive, or misleading representations of material facts and by failing to disclose material facts, in soliciting customers or potential customers.

52. These fraudulent misrepresentations and omissions were made by agents and representatives of defendant Foreign Fund. Foreign Fund thereby is liable for these violations of Sections 4b(a)(2)(i) and (iii) of the Act and Regulations 1.1(b)(1) and (3), pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2002).

53. Defendant Foreign Fund, through its agents and representatives engaged in this conduct in or in connection with orders to make, or the making of, contracts of sale of commodities for future delivery, made, or to be made, for or on behalf of other persons where such contracts for future delivery were or may have been used for (a) hedging any transaction in interstate commerce in such commodity, or the products or byproducts thereof, or (b) determining the price basis of any transaction in interstate commerce in such commodity, or (c) delivering any such commodity sold, shipped, or received in interstate commerce for the fulfillment thereof.

54. Each material misrepresentation or omission made during the relevant period, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Sections 4b(a)(2)(i) and (iii) of the Act and Regulations 1.1(b)(1) and (3).

COUNT III

VIOLATIONS OF SECTION 4(a) OF THE ACT: SALE OF ILLEGAL OFF-EXCHANGE FUTURES CONTRACTS

55. Paragraphs 1 through 44 are re-alleged and incorporated herein.

56. During the relevant time period, Foreign Fund, through its agents and representatives, has offered to enter into, executed, confirmed the execution of, or conducted an

office or business in the United States for the purpose of soliciting, accepting any order for, or otherwise dealing in transactions in, or in connection with, a contract for the purchase or sale of a commodity for future delivery when: (a) such transactions have not been conducted on or subject to the rules of a board of trade which has been designated or registered by the Commission as a contract market or derivatives transaction execution facility for such commodity; and (b) such contracts have not been executed or consummated by or through such contract market, in violation of Section 4(a) of the Act, 7 U.S.C. § 6(a) (2002).

57. Each solicitation, acceptance of any order for, or transaction otherwise dealing in foreign currency futures not conducted on a designated contract market or registered derivatives transaction execution facility made during the relevant time period, including but not limited to those conducted by the defendants as specifically alleged herein, is alleged as a separate and distinct violation of Section 4(a) of the Act.

VII.

RELIEF REQUESTED

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

- A. Find that Defendants violated Sections 4(a) and 4b(a)(2)(i) and (iii) of the Act, 7 U.S.C. §§ 6(a), 6b(a)(2)(i) and (iii) (2002), and Regulations 1.1(b)(1) and (3), 17 C.F.R. §§ 1.1(b)(1) and (3) (2004);
- B. Enter an order of permanent injunction prohibiting the Defendants and any other person or entity associated with them, including any successor thereof, from:

1. engaging in conduct, in violation of Sections 4(a) and 4b(a)(2)(i) and (iii), of the Act, 7 U.S.C. §§ 6(a) and 6b(a)(2)(i) and (iii) (2002), and Regulation 1.1(b)(1) and (3), 17 C.F.R. §§ 1.1(b)(1) and (3) (2004);
 2. soliciting funds for, engaging in, controlling, or directing the trading of any commodity futures or options accounts for or on behalf of any other person or entity, whether by power of attorney or otherwise;
- C. Enter orders of permanent injunction restraining and enjoining Defendants and Relief Defendants and all persons insofar as they are acting in the capacity of their agents, servants, successors, assigns, and attorneys, and all persons insofar as they are acting in active concert or participation with them who receive actual notice of such order by personal service or otherwise, from directly or indirectly:
1. Destroying, mutilating, concealing, altering or disposing of any books and records, documents, correspondence, brochures, manuals, electronically stored data, tape records or other property of Defendants or Relief Defendants, wherever located, including all such records concerning Defendants' business operations;
 2. Refusing to permit authorized representatives of the Commission to inspect, when and as requested, any books and records, documents, correspondence, brochures, manuals, electronically stored data, tape records or other property of Defendants, wherever located, including all such records concerning Defendants' business operations; and
 3. Withdrawing, transferring, removing, dissipating, concealing or disposing of, in any manner, any funds, assets, or other property, wherever situated,

including but not limited to, all funds, personal property, money or securities held in safes, safety deposit boxes and all funds on deposit in any financial institution, bank or savings and loan account held by, under the control, or in the name of Defendants or Relief Defendants.

- D. Enter an order directing Defendants, Relief Defendants, and any successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act as described herein, including pre-judgment interest thereon from the date of such violations;
- E. Enter an order directing the Defendants to make full restitution to every customer whose funds were received by them as a result of acts and practices which constitute violations of the Act and Regulations, as described herein, and interest thereon from the date of such violations;
- F. Enter an order assessing a civil monetary penalty against the Defendants in the amount of not more than the higher of \$120,000 or triple the monetary gain to the defendant for each violation by Defendants of the Act or Regulations;
- G. Enter an order directing that the Defendants make an accounting to the court of all their assets and liabilities, together with all funds they received from and paid to customers and other persons in connection with commodity futures transactions or purported commodity futures transactions, and all disbursements for any purpose whatsoever of funds received from commodity transactions, including salaries,

commissions, interest, fees, loans and other disbursements of money and property of any kind;

- H. Enter an order requiring the Defendants to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2412(a)(2); and
- I. Order such other and further remedial ancillary relief as the Court may deem appropriate.

Dated: _____

Respectfully submitted,

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