

UNITED STATES OF AMERICA
Before the
COMMODITY FUTURES TRADING COMMISSION

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MARY ADAMS,
Complainant,

v.

BLACK DIAMOND FUTURES AND TRADING, INC.,
and LAWRENCE BARRELL HUNDLEY, III,
Respondents.

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OFFICE OF PROCEEDINGS
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CFTC Docket No. 04-R52

INITIAL DECISION

Introduction

A fitful, futile attempt to master a commodities trading course led Mary Adams' to open a non-discretionary commodities account with her second tutor, Lawrence Hundley. Adams, distracted by personal matters, verbally instructed Hundley to exercise his own discretion and select trades without calling her. Hundley agreed to this arrangement, but did not advise Adams to execute a written power of attorney granting discretionary trade authority.

For nineteen months, Hundley placed numerous trades in Adams' account, most without her specific authorization. Hundley and Adams typically consulted at least once a month. Adams never objected to the manner in which Hundley was placing trades. After Hundley had recouped an initial round of losses, Adams deposited additional funds and opened a second, short-lived, account in her son's name. Soon after closing her account, Adams learned that a CFTC regulation required Hundley either to obtain

specific authorization before each trade or to obtain a written power of attorney granting discretionary trading authority.

Adams' principal allegation is that Lawrence Hundley made approximately 138 unauthorized trades over nineteen months. Adams' other significant allegations are that Hundley fraudulently induced her to open her account with a variety of deceptions, misrepresentations and omissions, that Hundley failed to disclose the termination of a guarantee agreement between Peregrine Financial Corporation and Black Diamond Futures and Trading, and that Hundley committed an error in connection with a series of e-mini S&P 500 trades, and then reneged on a promise to reimburse her for the e-mini losses.

Adams also claimed that Peregrine Financial Corporation -- which carried her account for nineteen months, and acted as Black Diamond's guarantor during the first ten months -- was liable for Hundley's violations. In reply, Peregrine denied any liability and raised various affirmative defenses, including estoppel and ratification. Subsequently, Adams withdrew her complaint against Peregrine after entering into a settlement agreement.¹

Hundley and Black Diamond concede that Hundley had failed to obtain a written power of attorney and that Hundley had placed most of the trades without obtaining Adams' specific approval. However, Hundley and Black Diamond assert in their defense that Hundley faithfully followed Adams' verbal instructions to exercise discretionary trading authority. Hundley and Black Diamond further assert that Hundley

¹ Adams, appearing *pro se*, also filed a second reparations complaint in connection with a custodial account that she had opened in her son's name, *Christopher Adams and Mary Adams v. Black Diamond Futures and Trading, Inc., et al.* (CFTC Docket No. 04-R54). Adams withdrew both complaints against Peregrine after Peregrine compensated her for all of the losses in her son's account. Adams also withdrew the second complaint against Hundley, since Peregrine's payment had completely satisfied that complaint.

regularly discussed all trades with Adams, and that Adams clearly indicated that she intended to adopt each trade as her own. Hundley and Black Diamond deny all other alleged violations and have adopted the affirmative defenses raised by Peregrine.²

The findings and conclusions in this decision are based on the voluminous documentary submissions of Adams, Hundley, Peregrine Financial Group, and various non-parties, and on the oral testimony of Adams and Hundley, and reflect my determination that Adams' testimony was not sufficiently convincing and reliable to sustain her allegations of deceptive conduct, misleading statements and false promises by Hundley. As explained below, it has been concluded that Hundley has established that Adams ratified all the trades, and that Adams has failed to establish that Hundley committed any violations causing damages.

Credibility Determination

Adams and Hundley both gave testimony that was often self-serving -- Adams more so. Adams and Hundley's testimony also suffered from a notable lack of convincing factual description. This absence of detail was due to the fact that neither Adams nor Hundley had maintained any regular written records memorializing their conversations and the fact that neither Adams nor Hundley could convincingly recall meaningful details from many of their significant conversations.

Adams' faulty recollection is more problematic since she has the burden to show by a preponderance of the evidence that Hundley acted deceptively and made misleading statements and false promises. Unfortunately, throughout her testimony, Adams could often relate her inner expectations and assumptions, but could seldom convincingly recall

² Hundley appeared *pro se* and as the representative for Black Diamond.

the specific statements or actions by Hundley that had induced her expectations and assumptions.³ Thus, Adams' recollection was not sufficiently reliable to establish the existence of deceptive conduct or statements intended to induce her to believe that she would be guaranteed steady risk-free profits.⁴ In addition, despite the fact that she had been advised that her testimony would be evaluated for responsiveness to questions,⁵ Adams undermined her credibility by frequently giving non-responsive, rambling, and argumentative answers to questions.⁶

Factual Findings

The parties

Mary Adams, at the time that she opened her account with Peregrine, was a 44 year-old resident of Flemington, New Jersey, and a divorced mother of two. During the relevant time, Adams was engaged in an intensely bitter custody battle with her ex-husband. Adams asserts that this extraordinary dispute consumed her time and energy and so thoroughly distracted and traumatized her that she could not accomplish certain tasks, such as mastering the commodities trading course, reviewing the account-opening documents, understanding the account statements, or absorbing Hundley's advice.⁷

Adams has a bachelor's degree in theology and a master's degree in business administration. Adams' principal career has been stay-at-home mother. Her primary source of income has been a trust fund set up and managed by her father. On her account

³ See Adams' reply to the February 13, 2006 order (dated February 20, 2006), and Adams' testimony at pages 23, 24-25, 27, 28, 29-30, 47, 53-57, 61, 66-67, 69-79, 72, 73, 74, 86-87, 94 and 96 of the hearing transcript.

⁴ See Adams' closing argument at pages 91-92 of the hearing transcript.

⁵ See pages 5-7 of the hearing transcript.

⁶ See Adams' testimony at pages 9-11, 13-15, 17-18, 20-29, 33, 34, 40, 42-43, 57, 72-73, 80-81, 84-85, 93-94, 100-101 of the hearing transcript.

⁷ See Adams' testimony at pages 9-11, 21-22, 23-28, 35-36, 39, 40, 49-52, 53-54, 56-57, 77, 78, 84 and 85 of the hearing transcript.

application, Adams indicated that her annual income was between \$50,000 and \$100,000, that her net worth was over \$100,000, and that her liquid net worth was under \$15,000.

Adams' investment and trading experience was limited. As part of an effort to take more control of her life, Adams began day-trading stocks and bonds near the end of the 90's bull market. After taking a hit when the stock market tanked, she would cast about for other types of investments and decide to take a commodities trading course, where she eventually would meet Hundley. Adams is the only customer to sue Hundley or Black Diamond.

Lawrence Barrell Hundley, III, was the only registered principal and associated person with Black Diamond. Hundley became registered in 1983, and was intermittently registered with a series of firms, before starting Black Diamond in 1992. Hundley began working as an instructor for the National Trading Institute in 2001. About half of Hundley's NTI students ended up opening accounts with Black Diamond. Hundley has not been registered since 2004.⁸

Black Diamond Futures and Trading, Incorporated, located in Riverside, California, was a registered introducing broker from 1992 to 2004. From January 22, 2001 to October 21, 2002, Black Diamond was guaranteed by Peregrine Financial Corporation, a futures commission merchant based in Chicago, Illinois. After October 21, 2002, Black Diamond operated as an independent introducing broker.

On July 8, 2004 – well after Adams had closed her Black Diamond account -- the NFA business conduct committee issued a disciplinary complaint alleging, among other things, that Hundley and Black Diamond had failed to maintain required books and

⁸ See Hundley's testimony at pages 112-114 of hearing transcript.

records and failed to maintain adequate capital, during the period that Black Diamond had been doing business as an independent introducing broker:

[Black Diamond] has been chronically late in filing required financial reports. Hundley has routinely offered excuses for this tardiness that, at best, could be described as flimsy.

In the Matter of Black Diamond Futures & Trading, Inc., and Lawrence B. Hundley, III, NFA Case No. 04-BCC-012 (Page 2 of Complaint). By Decision dated October 20, 2004, the NFA accepted Hundley's and Black Diamond's offer of settlement, found several violations of NFA rules, and imposed various sanctions, including six-month membership bars and a prohibition on Hundley from operating any one-man guaranteed introducing broker.

The Solicitation and Account-opening

On February 5, 2001, Adams signed an "Enrollment Agreement" with the National Trading Institute in Los Angeles, California. This agreement stated that upon payment of \$2,500 "tuition," Adams would be "enrolled in the Commodities & Options Mentoring Institute to work together to accomplish the student's desire to become proficient in the skills of dealings in commodities and options contracts." The course consisted of written materials and weekly tutorials conducted over the phone. After about two months, Adams asked to take a break because she was "on overload."⁹

After a six-month break, Adams remained on overload, but decided to resume the course. At this time, NTI assigned Hundley to be Adams' "qualified instructor." Hundley covered technical analysis, evaluating charts, and spotting trends in equities and futures markets. Hundley credibly testified that he extensively discussed risks and that he

⁹ Page 23 of the hearing transcript.

had told Adams that he avoided the energy market which he considered too volatile and that he preferred to trade agricultural contracts and bond contracts. In this connection, the bulk of the trades in the Adams account would be in the grains, meats and bond markets.

Adams never indicated to Hundley that she was too overwhelmed by personal matters to devote the necessary effort to the course. She did discuss the custody dispute and other personal matters. The two eventually found common ground on spiritual matters and began to think of each other as friends. This friendship was a significant contributing factor in Adams' decision to project her unrealistic expectations onto Hundley and in Hundley's decision to forgo the formality of obtaining a written discretionary trading authorization.

Near the end of the course, Adams knew enough to know that she had not learned enough to trade without a broker. Adams decided that she could work with Hundley, partly because he had a "paternal attitude" that implied that "he would take care of me."¹⁰ Hundley sent her an account-opening package and told her to read it carefully and keep a copy. Adams signed various Peregrine account-opening documents, including a customer agreement, a risk disclosure statement, and a net worth letter, on October 9, 2001.

Hundley waited a few weeks until Adams had finished the course before forwarding the account application to Peregrine. Peregrine then sent Adams a letter advising that her account had been "approved for futures and futures options trading." The letter also reminded Adams that she had entered what "is generally classified as a

¹⁰ Page 136 of hearing transcript.

high-risk investment,” and encouraged her to call Peregrine’s compliance director if she had any questions.

Before trading began, Hundley told Adams that he would be consulting with her before placing trades. Adams replied that she did not want to be bothered and instructed him to place trades without calling her.

Account Statements

From October 17, 2001, to August 29, 2003, Adams regularly received from Peregrine monthly account statements that summarized account activity. Adams also received individual confirmation statements that reported daily account activity, including credits and debits for: purchases and sales of futures and options; deposits, transfers and returns of funds; and miscellaneous adjustments. The back of each statement advised her to contact Peregrine’s compliance officer to report any “discrepancies, differences or objections.” Adams did not pay close attention to the confirmation statements, but focused on the end of the month account liquidation value reported in the monthly account statement.

Deposits, transfers and refunds

On October 17, 2001, Peregrine received Adams’ check for \$2,000, and on January 7, 2002, Peregrine received Adams’ second check for \$8,000. Thus, Adams’ initial deposit totaled \$10,000.

On August 9, 2002, Peregrine would receive from Adams an additional \$5,560 in deposits. On September 23, \$4,800 would be transferred from Adams’ account to her son’s custodial account, which she had opened on August 23, 2002, and which Peregrine

approved on September 20, 2002. As a practical matter, this would result in a net deposit in Adams' account of \$760. Thus, as of the end of September, Adams' deposits in her account would total \$10,760.

On October 11, 2002, Peregrine would receive from Adams a final deposit of \$6,000. Thus, as of the end of October, her deposits would total \$16,760.

On July 31, 2003, Peregrine would return to Adams the \$142 account balance. Thus, Adams' out-of-pocket losses would total \$16,618.¹¹

Trading summary

Set out below is a month-by-month summary of trading activity in the account:

<i>Month</i>	<i>Account Value</i> ¹²	<i>Gain/(Loss)</i> ¹³	<i>Trade days</i> ¹⁴
Jan. '02	\$10,170	\$ 170	7
Feb.	12,417	2,417	12
Mar.	2,203	(7,797)	6
Apr.	400	(9,600)	4
May	6,025	(3,975)	11
Jun.	12,369	2,369	10
Jul.	14,627	4,627	11
Aug.	17,925	2,365	10
Sep.	16,357	5,597	15
Oct.	13,229	(3,531)	10
Nov.	12,982	(3,778)	11
Dec.	3,735	(12,925)	11

¹¹ Aggregate losses were a little more than \$46,000, and aggregate profits were a little more than \$29,000.

¹² "Account Value" represents the liquidation value of the account on the last day of the month. The Account Value for each month is based on the "Account Value at Market" reported in each monthly account statement. For the last active month, July 2003, the account value is based on the account value on July 29, 2003, the date that the last trade was closed out.

¹³ "Gain/Loss" is a measure of Adams' cumulative trading profits or losses, as of the last day of the month. Gain/Loss for each month is the calculated difference between the account liquidation value on the last day of the month and total amount deposited as of the last day of the month. As noted in the text, the amount on deposit in Adams' account was \$10,000 for January through July 2002; \$15,560 for August 2002; \$10,760 for September 2002; and \$16,760 for October 2002 through July 2003.

¹⁴ "Trade days" is the number of days on which a purchase or sale occurred.

Jan. '03	7,253	(9,507)	5
Feb.	5,997	(10,753)	4
Mar.	5,886	(10,874)	5
Apr.	3,590	(13,170)	6
May	368	(16,692)	4
Jun.	756	(16,004)	2
Jul.	142	(16,618)	2

Adams would pay a total of \$6,756 in commission and fees for her account.

October e-mini trades

Set out below is a summary of the S&P 500 e-mini futures trades in October 2002, which would be the initial source of contention between Adams and Hundley:

<i>Date</i>	<i>Contracts</i>	<i>Profit/(Loss)</i>
Oct. 3	4	(250)
Oct. 4	2	450
Oct. 8	2	(1,250)
Oct. 9	2	650
Oct. 11	2	(3,725)
Oct. 14	1	(1,863)

The aggregate October e-mini losses were \$7,088, and the aggregate October e-mini profits were \$1,100, for a net aggregate net loss of \$5,988.

Phone calls

Phone company records tend to support Adams' and Hundley's assertions that they typically spoke once a month, after Adams had received the monthly account statement, with the exception of the second, fourth and fifth months of trading when they did not speak at all.¹⁵

¹⁵ Attached to this decision is an appendix with a list of the itemized long-distance phone calls between Hundley and Adams during the life of the Adams account, from January 2, 2002 to July 25, 2003

Phone company records also show calls on the following dates, which are either the day of a trade, or the day before or after a trade: January 4, 23, 24, and 25; July 10 and 17; August 22; September 20, 23, and 24; November 11; and December 9, 2002; and January 9; April 7, 9, 10, 11, 22, and 28; June 30; and July 29, 2003.

Course of Dealing

Adams and Hundley spoke before the first few trades, but then did not speak at all for the next eight weeks. Hundley's trading was initially profitable, but in March, took a downturn. In late March, Hundley called Adams. Hundley credibly testified that Adams told him that "I can't afford losses," but that he understood from her joking tone that she was stating her obvious preference for profits over losses, rather than an assertion that she had suddenly become risk intolerant. Hundley replied that he was confident that he could turn things around, which he did. Hundley and Adams would not speak for another three-and-a-half months, in mid July.

In August, Adams decided, without consulting Hundley, to open a second account in her son's name. In August and September, Adams made two additional deposits, totaling \$6,760.

In October, Hundley's winning streak was reversed by a series of losses in e-mini trades. Hundley and Adams discussed these losses in late October. Hundley credibly testified that he told Adams that with the benefit of hindsight he should have reversed his positions. Hundley also credibly testified that he again expressed confidence in his ability to turn things around, but that he never guaranteed profits or promised to reimburse her for the e-mini losses. The frequency of conversations increased as the

losses accumulated. Hundley continued to express confidence in his ability, but never downplayed the risks or guaranteed profits.

During the nineteen month life of the account, Adams never complained to Hundley about the manner in which he was placing trades, Adams never discussed limiting her losses, and Adams never complained to Peregrine about Hundley's breach of a purported promise to reimburse her e-mini losses.

Adams' Protests

The October e-mini losses stuck in Adams' craw, and at some point she began to demand compensation from Hundley. Adams and Hundley have made confusing representations about when Adams and Hundley began discussing settling their emerging dispute. However, they both agree that discussions did occur in June when she involved her fiancé -- who later would leave the country and not testify at the hearing. Adams claims that Hundley falsely promised to reimburse her. In contrast, Hundley claims that he was ready to settle, but Adams told him that she would not sign a settlement agreement.

Around the time that she closed the account, Adams sent a letter to Hundley in which she complained that he had failed to make good on his promises "for the last nine months" to reimburse her for the "e-mini errors in October 2002." She also complained that he had breached his fiduciary duty by "exposing us to excessive amounts of risk and negligent conduct." Adams asked that he return her out-of-pocket losses for both accounts, and threatened to sue him for a greater amount, if he did not agree to return her out-of-pocket losses. In a follow-up conversation, a Peregrine compliance officer asked Adams to identify the alleged trading error, but she was unable to do so. Hundley next

sent Adams an e-mail in which he calculated that the losses on the e-mini trades were over \$5,500 in Adams' account, and almost \$2,000 in her son's custodial account. Adams subsequently rejected another offer to settle the dispute.

For her last communication before filing her reparations complaint, Adams hired an attorney to send a letter to Hundley in which the attorney asserted that Hundley had "embarked on a course of trading in her account which was both unsuitable and beyond the authority given to you by her." The attorney set out a litany of alleged violations including, for the first time, the contention that Hundley had acted improperly by failing to obtain proper trading authorization from Adams.

Discussion and Conclusions

Adams claims that Hundley betrayed her trust by trading her account without authority. Hundley denies that he betrayed Adams' trust and asserts that he placed trades consistent with her verbal instructions. However, Hundley admits that he traded Adams' account without obtaining a written discretionary trading authorization or obtaining her specific authority before the majority of the individual trades. Hundley's conduct is a *per se* violation of CFTC rule 166.2¹⁶ and Section 4b of the Commodity Exchange Act.¹⁷

¹⁶ Commission rule 166.2 provides, in pertinent part:

No . . . introducing broker, or any [associated person] may directly or indirectly effect a transaction in a commodity of any customer unless before the transaction the customer . . . --

(a) Specifically authorized the . . . the introducing broker or any [associated person] to effect the transaction (a transaction is "specifically authorized" if the customer . . . specifies (1) the precise commodity interest to be purchased or sold and (2) the exact amount of commodity interest to be bought or sold); or

(b) Authorized in writing the . . . introducing broker or any [associated person] to effect transactions in commodity interests for the account without the customer's specific authorization.

Thus, Hundley will be liable for Adams' losses from the unauthorized trades, unless he can show that she should be estopped or that she ratified the trades.

In order to establish a successful estoppel defense, Hundley must show that Adams was aware of material information that was not available to Hundley and that Adams' failure to share that information with Hundley exacerbated her financial injury. *See Troni v. Prudential-Bache Securities, Inc.*, [1987-90 Transfer Binder] Comm. Fut. L. Rep (CCH) ¶ 24,508, at 36,184-85 (CFTC 1989). Here, Adams did not learn until after she had closed her account that Hundley had been required to obtain her written discretionary trading authorization or to obtain her specific authorization before each trade. More importantly, Hundley has conceded that at the relevant time he knew that he should have obtained a written discretionary trading authorization when Adams asked him not to obtain her specific authorization for individual trades. Thus, Hundley's estoppel defense must fail.

Hundley, however, has successfully established that Adams ratified all of the trades. Adams received a confirmation for each trade. Adams never objected to, or attempted to repudiate, any trade. Adams deposited additional funds and opened a second account for her son. Hundley never misled Adams by telling her that she was obligated to accept the trades. In these circumstances, it is reasonable to infer that Adams intentionally adopted the trades and was properly charged for the losses incurred. *See*

¹⁷ Section 4b of the Act prohibits fraud in connection with futures transactions. Unauthorized trading violates this prohibition. *See Cange v. Stotler, Inc.*, 826 F.2d 581, 589 (7th Cir. 1987); *Severance v. First Options of Chicago, et al.*, [Current Transfer Binder] Comm. Fut. L. Rep (CCH) ¶ 30,132, at 57,516-17 (CFTC 2005); and *Slone v. Dean Witter Reynolds, Inc.*, [1994-96 Transfer Binder] Comm. Fut. L. Rep (CCH) ¶ 26,283, at 42,433 (CFTC 1994).

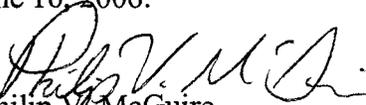
Wolken v. Refco, [1987-90 Transfer Binder] Comm. Fut. L. Rep (CCH) ¶ 24,509, at 36,188 (CFTC 1989).

Finally, Adams has failed to prove by a preponderance of the evidence any of the other alleged violations. Adams' descriptions of Hundley's confident and comforting "paternal" conduct are simply too vague and unreliable to support any finding of fraud. Adams' assertion that Hundley committed fraud by not disclosing Black Diamond's conversion from guaranteed to independent status is also without merit.¹⁸ Adams stated that she was not aware of Black Diamond's guaranteed status when she opened the account. Thus, since Black Diamond's guaranteed status had not been material to her decision to open the account, the termination of the guaranteed status could not have been a material to her decision to continue trading after the October losses. In addition, Adams has shown causal link between her losses and Hundley's deceptions about Black Diamond's financial condition, which he had directed at Peregrine and the NFA, not Adams.

ORDER

Complainant has failed to establish any violations causing damages. Accordingly, the complaint is dismissed.

Dated June 16, 2006.


Philip V. McGuire,
Judgment Officer

¹⁸Under CFTC rules, an introducing broker ("IB") must assure its financial viability and protect its customers by maintaining a minimum capital reserve. An alternative method for complying with the financial requirement permits an IB to enter into a guarantee agreement with a futures commission merchant ("FCM"). The stated purpose of the rule permitting guarantee agreements is to provide coverage for the liabilities of IBs and to assure that they are not judgment proof. See 7 U.S.C §§ 6d and 6f(b), and 17 C.F.R. §§ 1.10(j) and 1.17(a)(2)(ii) (2004); and 48 Fed.Reg. 35248, 35264 (August 3, 1983).

Appendix

Set out below is a list of the itemized long-distance phone calls between Hundley and Adams during the life of the Adams account, from January 2, 2002 to July 25, 2003.

Verizon phone records did not provide the time of calls.

An asterisk designates a call originated by Hundley.¹ As can be seen, Hundley originated most of the calls during the first year.

<i>Date</i>	<i>Time</i>	<i>Duration</i>	<i>Company</i>
01/02/02*	--	09:00 min.	Verizon
01/04/02*	--	01:00	Verizon
01/07/02*	--	20:00	Verizon
01/21/02*	--	38:00	Verizon
01/23/02*	--	02:00	Verizon
01/25/02*	--	01:00	Verizon
03/25/02*	--	07:00	Verizon
07/10/02*	07:12 am PT	14:00	ACN
07/10/02*	08:00 am PT	13:42	ACN
07/10/02*	09:13 am PT	01:00	ACN
07/10/02*	11:04 am PT	07:36	ACN
07/17/02*	06:34 am PT	01:00	ACN
08/07/02*	--	07:00	Verizon
08/07/02*	--	03:00	Verizon
08/22/02*	12:06 pm PT	03:36	ACN
08/23/02*	--	01:00	Verizon
08/23/02*	09:55 am PT	09:36	ACN
09/20/02*	07:35 am PT	01:48	ACN
09/20/02*	07:40 am PT	01:00	ACN
09/23/02*	07:13 am PT	02:12	ACN
09/24/02*	10:45 am PT	01:00	ACN
10/24/02	06:08 pm ET	00:36	Primus
10/29/02*	08:03 am PT	06:36	ACN
11/14/02	10:45 am ET	09:24	Primus
11/19/02*	07:54 am PT	01:00	ACN
11/19/02	11:05 am ET	13:18	Primus

¹ See Adams' response to Order dated March 16, 2006 (filed March 23, 2006).

12/09/02	01:30 pm ET	07:36	Primus
01/02/03	04:19 pm ET	16:54	Primus
01/09/03*	07:16 am PT	15:06	ACN
03/28/03	11:35 am ET	00:48	Primus
03/31/03*	07:53 am PT	01:00	ACN
03/31/03	02:15 pm ET	09:30	Primus
04/04/03	11:16 am ET	00:24	Primus
04/07/03	03:54 pm ET	01:36	Primus
04/09/03*	11:02 am PT	01:00	ACN
04/09/03*	11:02 am PT	05:36	ACN
04/09/03	02:58 pm ET	02:06	Primus
04/11/03	12:26 pm ET	00:42	Primus
04/11/03	04:08 pm ET	19:54	Primus
04/22/03*	08:39 am PT	05:42	ACN
04/22/03	12:28 pm ET	00:18	Primus
04/28/03*	10:54 am PT	01:00	ACN
04/28/03	01:15 pm ET	01:00	Primus
04/29/03*	08:14 am PT	12:06	ACN
04/29/03	11:41 am ET	02:36	Primus
05/06/03	04:17 pm ET	00:54	Primus
05/06/03	08:04 pm ET	02:18	Primus
06/17/03	04:15 pm ET	00:54	Primus
06/19/03	03:53 pm ET	09:48	Primus
06/30/03	04:58 pm ET	19:18	Primus
07/09/03	11:02 am ET	00:18	Primus
07/15/03	11:34 am ET	03:36	Primus
07/16/03	05:06 pm ET	02:00	(Evans)
07/21/03	05:06 pm ET	20:00	(Evans)
07/25/03	04:35 pm ET	40:36	Primus
07/29/03	02:41 pm ET	00:24	Primus
07/30/03	11:31 am ET	00:12	Primus