



**U.S. COMMODITY FUTURES TRADING COMMISSION**

Three Lafayette Centre  
1155 21st Street, NW, Washington, DC 20581

OFFICE OF PROCEEDINGS  
PROCEEDING CLERK  
JUN 9 10 00 AM '98

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DAVID M. and REBECCA J.  
HUTCHENS,

Complainants,

v.

ANTONY DAVID JACKSON,  
RB&H FINANCIAL SERVICES LP,  
and TRADELINE BROKERAGE  
SERVICES LLC,

Respondents.

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CFTC DOCKET No. 97-R149

**ORDER DISMISSING REPARATION PROCEEDING**

By Order dated May 21, 1998, the Court set this matter for oral hearing to commence on June 11, 1998 in Louisville, Kentucky.<sup>1/</sup>

In accordance with 17 C.F.R. §12.21(a), the Court has now received the parties' stipulation of dismissal of this proceeding. Therefore, pursuant to 17 C.F.R. §12.21(c), the complaint is

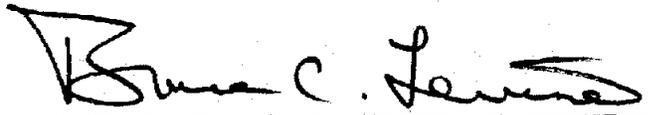
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<sup>1/</sup> Order Setting Time and Place of Oral Hearing, dated May 21, 1998.

hereby **DISMISSED** with prejudice, the oral hearing is canceled, and this matter is terminated in its entirety.<sup>2</sup>

**IT IS SO ORDERED.**

Dated this 9th day of June, 1998



Bruce C. Levine  
Administrative Law Judge

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<sup>2</sup> On May 1, 1998, the Court issued a decision on the merits in this matter, finding that complainants David M. and Rebecca J. Hutchens had failed to establish that any of the respondents had violated any provision of the Commodity Exchange Act or any regulation thereunder, dismissing complainants' reparations claim for \$45,775 in trading losses, and ordering complainants to pay \$18,685 to respondents on a counterclaim for the debit balance remaining in the Hutchens' account. Hutchens v. Jackson, CFTC Docket No. 97-R149, 1998 WL 210761 (CFTC May 1, 1998). On sua sponte review, the Commission vacated the Court's decision and remanded the matter for further proceedings. Hutchens v. Jackson, CFTC Docket No. 97-R149, 1998 WL 257212 (CFTC May 20, 1998). The Commission held that for the Court to proceed under the voluntary decisional procedure that was employed, the parties' consent to that procedure must be evidenced by written agreement. Id. at \*2. Since no written agreement had been executed in this case, the Commission reasoned that a "manifest injustice [had been] visited upon complainants" by this Court's "truncation of their procedural rights." Id. at \*1, 3. In refusing to consider other evidence of complainants' consent to the voluntary decisional procedure, the Commission overturned its case law holding otherwise. Compare id., with Do v. Lind-Waldock & Co., [1992-1994 Transfer Binder] Comm. Fut. L. Rep. (CCH) ¶25,910 at 40,965 n.2 (CFTC Dec. 15, 1993).