



U.S. COMMODITY FUTURES TRADING COMMISSION

Three Lafayette Centre
1155 21st Street, N.W., Washington, DC 20581

Office of Proceedings

CHRISTA VRAGEL,

Complainant

v.

NATIONAL TRADING INSTITUTE, L.L.C.,

Respondent

CFTC Docket
No. 02-R017

Served by Federal Express

RECEIVED
CFTC
JUL 25 A 10:37

FINAL DECISION

Complainant initiated this reparations case selecting a voluntary decisional proceeding, a choice concurred in by the respondents. In a voluntary proceeding, the parties submit their dispute on the papers only, waiving their right to present oral testimony. In addition, the judge is not authorized to conduct discovery on his own motion (see Rule 12.34), leaving the parties solely responsible for the development of the record. When the record is closed, the judge issues a Final Decision containing only a conclusion whether any violations of the Commodity Exchange Act have been proven, and, if so, a reparation award for any damages caused by such violations (see Rule 12.106(b)). The decision does not contain findings of fact or other evidentiary evaluations by the judge. The Final Decision is not appealable to the Commission or to any court.

In this matter, neither side took discovery. Both sides submitted unverified final statements despite being notified prior to those submissions that all factual averments must be verified. These statements have been fully considered and it is determined that the lack of verifications has no significant impact on their reliability.

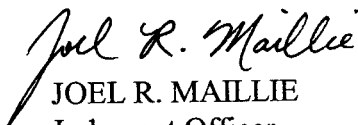
The complainant alleges that she was fraudulently promised a refund of funds paid for respondent's trading "mentoring" program and that despite her timely request, the refund was never given. Respondent agrees that complainant initially sought a refund, but argues that because she never returned the program materials, the refund was held up. Later, according to respondent, complainant changed her mind and waived the refund by again taking advantage of the mentoring services.¹

¹ According to respondent's answer filed on March 18, 2002, the requirement to return the materials was clearly set out in the enrollment agreement. Concerned that a document might be missing from the record, the Judgment Officer on

Upon careful consideration of the record made by the parties, it is concluded that complainant has established by a preponderance of the evidence that respondent fraudulently breached a promise to refund her funds. This fraudulent breach of promise violated Section 4o of the Commodity Exchange Act, applicable to respondent as a registered commodity trading advisor, and proximately caused complainant losses in the amount of the promised refund, \$3,985.

Accordingly, respondent National Trading Institute, L.L.C., is ORDERED to pay reparations to complainant in the amount of \$3,985.00, plus costs (filing fee) of \$50.00.

Dated: July 25, 2002


JOEL R. MAILLIE
Judgment Officer

June 20 notified both sides that the pleadings submitted by the parties did not yet include a copy containing that requirement. Subsequently, respondent's final submission stated that the request to return the materials was made orally.