U.S. COMMODITY FUTURES TRADING COMMISSION
Three Lafayette Centre
1155 21st Street, N.W., Washington, DC 20581

Office of Proceedings

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J.D. ZIMLICH, Complainant	)	
v.	)	CFTC Docket No. 02-R013
DOUGLAS GRANT INGRAM, Respondent	)	Served by Federal Express

DEFAULT ORDER AND REPARATION AWARD

Respondent Ingram has not answered the complaint. The complaint served on him by certified mail has been returned marked "Unclaimed." An attorney for other registrants named in the complaint (who have settled) states that respondents are not able to make contact with Ingram. NFA does not have any address for Ingram other than that used to serve the complaint.

Ingram's failure to respond to the complaint in this matter constitutes a default. Accordingly, his rights and responsibilities are determined by CFTC Rules 12.22 and 12.23, the rules governing default proceedings. By defaulting, Ingram is deemed to have admitted the allegations of the complaint. Those allegations establish that Ingram committed fraud in soliciting funds for the trading of, and in the subsequent trading of, complainant's futures and options on futures account by making false claims regarding potential profitability, by making false assurances regarding uncertain market price movements, by pressuring complainant to make additional trades designed to disguise the true performance of losing transactions, and by misrepresenting complainant's margin obligations. These and other misrepresentations violated Section 4b of the Commodity Exchange Act and CFTC Rule 33.10(c), causing complainant to lose his $17,200 investment. The following award reflects $9,500 received from other registrants named in the complaint but who settled with complainant after service of the complaint.[1]

[1] The settling registrants' attorney requested dismissal of the complaint as to "all" respondents, including Ingram, based on the stipulation signed by complainant containing that language. However, in subsequent communications with this Office complainant stated that he had thought all respondents, including Ingram, were parties to the settlement (*see* Evans Note to File dated 4/25/2002, *and* Lenz letters dated May 3 and May 10, 2002). Inasmuch as the attorney is unable to represent Ingram's interests, it is determined that the stipulation of dismissal is ineffective as to Ingram despite the magnanimous gesture of the settling respondents in trying to "cover" him. *See* Rule 12.17.

Violations having been found, respondent Douglas Grant Ingram is ORDERED to pay reparations to the complainant in the amount of $7,700, plus complainant's filing fee of $50.00. No interest is awarded since complainant selected a voluntary proceeding.

Dated: May 16, 2002

Joel R. Maillie

JOEL R. MAILLIE
Judgment Officer