

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION**

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

Plaintiff,

v.

ROBERT STANLEY HARRISON,

Defendant.

Civil Action No. _____

**COMPLAINT FOR INJUNCTIVE
RELIEF, CIVIL MONETARY
PENALTIES, AND OTHER EQUITABLE
RELIEF**

Plaintiff U.S. Commodity Futures Trading Commission (“Commission” or “CFTC”), by its attorneys, alleges as follows:

I. SUMMARY

1. From at least June 2011 and continuing to the present (the “Relevant Period”), Defendant Robert Stanley Harrison, individually and by and through his agent (hereinafter, “Defendant”), defrauded members of the public in connection with pooled investments in commodity futures (“futures”) and retail foreign currency contracts (“forex”) through the operation of a commodity pool called Investors Choice Advisors LLC (“ICA” or the “Pool”).

2. During the Relevant Period, Defendant fraudulently solicited and received funds from Pool participants by, among other things, misrepresenting the profitability of Defendant’s trading program and guaranteeing returns on futures and forex trading through the Pool. Defendant also created and distributed to Pool participants “Investment Contracts” that falsely represented that Pool participants were earning the guaranteed returns by virtue of Defendant’s trading.

3. Rather than trade all of the Pool participants’ funds, Defendant misappropriated and illegally accepted and commingled some of these funds.

4. In addition, Defendant operated the Pool without being properly registered as a Commodity Pool Operator (“CPO”) and allowed at least one person to act as an Associated Person (“AP”) of the Pool without being properly registered.

5. By virtue of this conduct and the further conduct described herein, Defendant has engaged, is engaging, or is about to engage in acts and practices in violation of Sections 4b(a)(1)(A)-(C) and 4b(a)(2)(A)-(C) of the Commodity Exchange Act (“CEA”), 7 U.S.C. §§ 6b(a)(1)(A)-(C) and 6b(a)(2)(A)-(C) (Supp. II 2009), Sections 4o(1), 4m(1), and 4k(2) of the CEA, 7 U.S.C. §§ 6o(1), 6m(1), and 6k(2) (2006),¹ and Commission Regulations (“Regulations”) 4.20 and 5.2(b), 17 C.F.R. §§ 4.20 and 5.2(b) (2012).

6. The acts and omissions of Defendant’s agent occurred within the scope of her employment, office, or agency with Defendant. Therefore, Defendant is liable for these acts and omissions pursuant to Section 2(a)(1)(B) of the CEA, 7 U.S.C. § 2(a)(1)(B) (2006), and Regulation 1.2, 17 C.F.R. § 1.2 (2012).

7. Accordingly, pursuant to Section 6c of the CEA, 7 U.S.C. § 13a-1 (Supp. IV 2011), the Commission brings this action to permanently enjoin Defendant’s unlawful acts and practices and to compel his compliance with the CEA and Regulations. In addition, the Commission seeks civil monetary penalties and remedial ancillary relief, including, but not

¹ All Sections of the CEA that have been amended, in relevant part, by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (“Dodd-Frank Act”), Pub. L. No. 111-203, Title VII (the Wall Street Transparency and Accountability Act of 2010), §§ 701-774, 124 Stat. 1376 (enacted July 21, 2010), are cited as follows: “Section x of the CEA, 7 U.S.C. § x (Supp. IV 2011).” All Sections of the CEA that have been amended, in relevant part, by the Food, Conservation, and Energy Act of 2008, Pub. L. No. 110-246, Title XIII (the CFTC Reauthorization Act of 2008 (the “CRA”)), §§ 13102-13204, 122 Stat. 1651 (enacted June 18, 2008), but not by the Dodd-Frank Act, are cited as follows: “Section x of the CEA, 7 U.S.C. § x (Supp. II 2009).” All Sections of the CEA that were neither amended by the CRA nor Dodd-Frank Act in relevant part are cited as follows: “Section x of the CEA, 7 U.S.C. § x (2006).”

limited to, trading and registration bans, restitution, disgorgement, rescission, pre- and post-judgment interest, and other such relief as the Court may deem necessary and appropriate.

8. Unless restrained and enjoined by this Court, Defendant is likely to continue to engage in the acts and practices alleged in this Complaint and similar acts and practices, as more fully described below.

II. JURISDICTION AND VENUE

9. Section 6c(a) of the CEA, 7 U.S.C. § 13a-1(a) (Supp. IV 2011), authorizes the Commission to seek injunctive relief in district court against any person whenever it shall appear to the Commission that such person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of the CEA or any rule, regulation, or order thereunder.

10. The Commission has jurisdiction over the conduct and transactions at issue in this case pursuant to Sections 2(c)(2) and 6c of the CEA, 7 U.S.C. §§ 2(c)(2) and 13a-1 (Supp. IV 2011).

11. Venue properly lies with this Court pursuant to Section 6c(e) of the CEA, 7 U.S.C. §13a-1(e) (Supp. IV 2011), because (i) Defendant resides in Easley, South Carolina, (ii) ICA was registered as a South Carolina limited liability company by Defendant, and (iii) certain of the transactions, acts, practices, and courses of business alleged to have violated the CEA and Regulations occurred, are occurring, and/or are about to occur within this District.

III. PARTIES

12. Plaintiff **U.S. Commodity Futures Trading Commission** is an independent federal regulatory agency that is charged by Congress with the administration and enforcement of the CEA, 7 U.S.C. §§ 1 *et seq.*, and the Regulations promulgated thereunder, 17 C.F.R. §§1.1 *et seq.* The Commission maintains its principal office at Three Lafayette Centre, 1155 21st Street

NW, Washington, D.C. 20581.

13. Defendant **Robert Stanley Harrison** is an individual who resides in Easley, South Carolina. Defendant is the sole owner, registered agent, and trader of ICA and acted as a Commodity Pool Operator for ICA and offered interests in the Pool to members of the general public. Defendant has never been registered with the Commission in any capacity.

IV. FACTS

14. ICA is a South Carolina limited liability company created by Defendant on May 23, 2011, with its principal place of business located at the Defendant's home in Easley, South Carolina. At least as early as June 2011, Defendant, while acting as an unregistered CPO, individually and by and through his agent, acting as an unregistered AP, began marketing ICA as a commodity pool and soliciting prospective Pool participants to invest in the Pool by providing Defendant with funds to trade futures and forex on behalf of the Pool participants. As part of this solicitation, Defendant and his agent guarantee the Pool participants' principal investments against loss and further guarantee 100% profits on those investments within 60 or 90 days. These representations were also contained on Defendant's website, www.investorschoiceadvisors.com.

15. During the Relevant Period, Defendant held regular teleconferences with Pool participants during which he touted his trading ability and the profits he was purportedly making for Pool participants. These representations, along with the aforementioned guarantees, were fraudulent, as demonstrated by Defendant's actual trading results. Defendant knew that the representations regarding profits made to Pool participants by him and his agent were fraudulent because, as described below, Defendant deposited funds in and controlled numerous trading accounts that consistently yielded net losses.

16. After receiving Pool participant funds via wire transfer or through the U.S. mail, Defendant and his agent distributed a purported “Investment Contract” to Pool participants via email which showed, among other things, the Pool participant’s principal investment and reiterated Defendant’s guarantee to return 100% profits – double the principal investment – to the Pool participant after 60 or 90 days. The “Investment Contracts” were agreements between the Pool participant and either “Robert Stanley Harrison” or “Robert Stanley Harrison Investors Choice Advisors.”

17. Prior to expiration of their “Investment Contracts,” at least some of the Pool participants were solicited by Defendant and his agent to “roll over” their contracts for another 60 or 90 day term and, at the same time, to increase the principal amount of their investments. For example, after sending Defendant \$1,000 for investment in the Pool in September 2011, one Pool participant received a contract via email from Defendant’s agent that reflected the Pool participant’s \$1,000 principal investment and promised a return of \$2,000 in 90 days.

18. In November 2011, Defendant’s agent solicited this Pool participant to roll over her initial principal investment, along with her purported returns, and to invest additional funds in the Pool. Based on the representations that her initial investment was profitable, this Pool participant decided to roll over her initial investment and to invest an additional \$28,000 in the Pool. After sending her funds to Defendant, the Pool participant received a new contract via email from Defendant’s agent in December 2011, which showed a principal investment amount of \$30,000, including \$1,000 in profits purportedly earned on her initial investment, and a guaranteed return of \$60,000 in 90 days.

19. Since then and despite repeated requests, this Pool participant has not received any of her funds back from Defendant.

20. Defendant has also failed to redeem the investments of other Pool participants despite multiple requests for redemptions from those participants and multiple promises to do so by Defendant and his agent.

21. For example, in March 2012, Defendant hosted a teleconference during which he told Pool participants that the “market was bad.” He instructed Pool participants to contact him via email if they wanted to redeem their principal investments and told them that he would continue to trade the remaining funds in the Pool in order to pay each Pool participant the amount owed under each participant’s respective “Investment Contract.”

22. Again, in January 2013, Defendant hosted another teleconference where he again promised Pool participants that he would return their funds by late February once he secured a “funding source.”

23. As of the date of this filing, at least some of the Pool participants still have not received their funds back from Defendant.

24. As a result of Defendant’s and his agent’s fraudulent representations, Defendant received funds from multiple Pool participants for investment in the Pool. In fact, upon information and belief, Defendant received a total of at least \$1 million from Pool participants from November 2010 to September 2012.

25. Some of these funds were accepted by Defendant in his own name rather than in the name of the Pool; some were commingled with Defendant’s own funds; and some were misappropriated by Defendant.

26. From September 2009 to December 2012, Defendant controlled 20 trading accounts at domestic Futures Commission Merchants (“FCMs”). In fact, 19 of these accounts were in Harrison’s name while only one of the accounts was in the name of ICA. The

cumulative trading in all 20 accounts during this period resulted in total net losses of approximately \$518,000, including monthly net losses in 35 out of 40 total months of trading.

27. During the Relevant Period alone, Defendant made gross deposits of approximately \$908,000 into multiple trading accounts; only \$2,650 was deposited into the lone ICA account. During this same period, Defendant took gross withdrawals of approximately \$589,000 from these accounts. In addition, Defendant's trading in these accounts resulted in cumulative net losses of approximately \$319,000, including net losses in 16 out of 19 total months of trading during the Relevant Period.

28. Defendant engaged in the acts and practices described above knowingly or with reckless disregard for the truth.

29. Upon information and belief, Defendant directed his agent to engage in the acts and practices described above.

V. VIOLATIONS OF THE COMMODITY EXCHANGE ACT AND REGULATIONS

COUNT ONE

FRAUD IN CONNECTION WITH COMMODITY FUTURES AND FOREX CONTRACTS

Violations of Sections 4b(a)(1)(A)-(C) and 4b(a)(2)(A)-(C) of the CEA, 7 U.S.C. §§ 6b(a)(1)(A)-(C) and 6b(a)(2)(A)-(C) (Supp. II 2009), and Regulation 5.2(b), 17 C.F.R. § 5.2(b) (2012)

30. The allegations set forth in paragraphs 1 through 29 are re-alleged and incorporated herein by reference.

31. Under the CEA, it is unlawful for any person to (A) cheat or defraud or attempt to cheat or defraud another person, (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record, or (C) willfully to deceive or attempt to deceive such other person by any means

whatsoever, in connection with any futures or forex transaction. *See* Sections 4b(a)(1)(A)-(C) of the CEA, 7 U.S.C. §§ 6b(a)(1)(A)-(C) (Supp. II 2009) (with respect to futures contracts) and Sections 4b(a)(2)(A)-(C) of the CEA, 7 U.S.C. §§ 6b(a)(2)(A)-(C) (Supp. II 2009) and Regulation 5.2(b), 17 C.F.R. § 5.2(b) (2012) (with respect to forex contracts).

32. As set forth above, during the Relevant Period, Defendant, individually and by and through his agent, violated and continues to violate Sections 4b(a)(1)(A)-(C) and 4b(a)(2)(A)-(C) of the CEA, 7 U.S.C. §§ 6b(a)(1)(A)-(C) and 6b(a)(2)(A)-(C) (Supp. II 2009), and Regulation 5.2(b), 17 C.F.R. § 5.2(b) (2012), by, among other things, (i) misappropriating Pool participant funds, (ii) fraudulently soliciting Pool participants or prospective Pool participants, and (iii) making, causing to be made, and distributing reports or statements to Pool participants or prospective Pool participants that contained false information, all in connection with the purported trading of futures and forex contracts conducted or to be conducted by Defendant on behalf of Pool participants.

33. The foregoing acts and omissions of Defendant's agent occurred within the scope of her employment, office, or agency with Defendant. Therefore, Defendant is liable for these acts and omissions pursuant to Section 2(a)(1)(B) of the CEA, 7 U.S.C. § 2(a)(1)(B) (2006), and Regulation 1.2, 17 C.F.R. § 1.2 (2012).

34. Each misrepresentation or omission of material fact, issuance of a false report, and act of misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Sections 4b(a)(1)(A)-(C) and 4b(a)(2)(A)-(C) of the CEA, 7 U.S.C. §§ 6b(a)(1)(A)-(C) and 6b(a)(2)(A)-(C) (Supp. II 2009), and Regulation 5.2(b), 17 C.F.R. § 5.2(b) (2012).

COUNT TWO

FRAUD BY A COMMODITY POOL OPERATOR

Violations of Section 4o(1) of the CEA, 7 U.S.C. § 6o(1) (2006)

35. The allegations set forth in paragraphs 1 through 34 are re-alleged and incorporated herein by reference.

36. Section 4o(1) of the CEA, 7 U.S.C. § 6o(1) (2006), prohibits a CPO from using the mails or any other means of interstate commerce to:

(A) employ any device, scheme or artifice to defraud any client or participant or prospective client or participant; or

(B) engage in any transaction, practice or course of business which operates as a fraud or deceit upon any client or participant or prospective client or participant.

37. As set forth above, during the Relevant Period, Defendant acted and continues to act as a CPO of ICA by soliciting, accepting, or receiving funds from others while engaged in a business that is of the nature of an investment trust, syndicate, or similar form of enterprise, for the purpose of, among other things, trading in futures and forex.

38. Defendant violated and continues to violate Section 4o(1) of the CEA, 7 U.S.C. § 6o(1) (2006), in that he employed or is employing a device, scheme or artifice to defraud Pool participants and prospective Pool participants and/or engaged or is engaging in transactions, practices, or a course of business which operated or operates as a fraud or deceit upon the Pool participants or prospective Pool participants. The fraudulent acts include (i) misappropriating Pool participant funds, (ii) fraudulently soliciting Pool participants or prospective Pool participants, and (iii) making, causing to be made, and distributing reports and statements to Pool participants or prospective Pool participants that contained false information.

39. The foregoing acts and omissions of Defendant's agent also violate Section 4o(1) of the CEA, 7 U.S.C. § 6o(1) (2006), and occurred within the scope of her employment, office,

or agency with Defendant. Therefore, Defendant is liable for these acts and omissions pursuant to Section 2(a)(1)(B) of the CEA, 7 U.S.C. § 2(a)(1)(B) (2006), and Regulation 1.2, 17 C.F.R. § 1.2 (2012).

40. Each misrepresentation or omission of material fact, issuance of a false report, and act of misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Section 4o(1) of the CEA, 7 U.S.C. § 6o(1) (2006).

COUNT THREE

FAILURE TO REGISTER AS A COMMODITY POOL OPERATOR

Violations of Section 4m(1) of the CEA, 7 U.S.C. 6m(1) (2006)

41. The allegations set forth in paragraphs 1 through 40 are re-alleged and incorporated herein by reference.

42. Section 4m(1) of the CEA, 7 U.S.C. § 6m(1) (2006), provides that it is unlawful for any CPO, unless registered, to make use of the mails or any means or instrumentality of interstate commerce in connection with its business as a CPO.

43. As set forth above, during the Relevant Period, Defendant, individually and by and through his employees and agents, used and continues to use the mails or instrumentalities of interstate commerce in or in connection with a commodity pool as a CPO while failing to register as a CPO, in violation of Section 4m(1) of the CEA, 7 U.S.C. § 6m(1) (2006).

44. Each use of the mails or any means or instrumentality of interstate commerce by Defendant while acting as a CPO, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Section 4m(1) of the CEA, 7 U.S.C. § 6m(1) (2006).

COUNT FOUR

FAILURE TO REGISTER AS AN ASSOCIATED PERSON

Violations of Section 4k(2) of the CEA, 7 U.S.C. § 6k(2) (2006)

45. The allegations set forth in paragraphs 1 through 44 are re-alleged and incorporated herein by reference.

46. Section 4k(2) of the CEA, 7 U.S.C. § 6k(2) (2006), prohibits CPOs from permitting persons to be associated with a CPO as a partner, officer, employee, consultant, or agent (or any person occupying a similar status or performing similar functions), in any capacity that involves (i) the solicitation of funds, securities, or property for participation in a commodity pool, or (ii) the supervision of any person or persons so engaged, unless such person is registered, if the CPO knew or should have known that such persons were not so registered.

47. As set forth above, during the Relevant Period at least one employee/agent of Defendant solicited funds for participation in the Pool at the direction of Defendant, and Defendant knew or should have known that such employee/agent was not registered as an AP. Therefore, Defendant violated Section 4k(2) of the CEA, 7 U.S.C. § 6k(2) (2006).

COUNT FIVE

IMPROPER OPERATION OF A COMMODITY POOL

Violations of Regulation 4.20, 17 C.F.R. § 4.20 (2012)

48. The allegations set forth in paragraphs 1 through 47 are re-alleged and incorporated herein by reference.

49. Regulation 4.20(a)(1), 17 C.F.R. § 4.20(a)(1) (2012), provides that a CPO “must operate its pool as an entity cognizable as a legal entity separate from that of the pool operator.”

50. Regulation 4.20(b), 17 C.F.R. § 4.20(b) (2012), provides that all funds received by a CPO from a pool participant must be accepted in the name of the pool, and the CPO may

not accept funds in its own name.

51. Regulation 4.20(c), 17 C.F.R. § 4.20(c) (2012), provides that commodity pool funds may not be commingled with the funds of the CPO or any other person.

52. As set forth above, during the Relevant Period Defendant violated Regulation 4.20(a)(1), 17 C.F.R. § 4.20(a)(1) (2012), by failing to operate the Pool as a legal entity separate from Defendant, the CPO, by issuing “Investment Contracts” that did not differentiate between himself and ICA and, of the Pool participant funds actually traded, by trading the bulk of those funds in accounts held in his name rather than the name of the Pool.

53. As set forth above, during the Relevant Period Defendant violated Regulation 4.20(b), 17 C.F.R. § 4.20(b) (2012), by receiving Pool participant funds in his own name, rather than in the name of the purported Pool.

54. As set forth above, during the Relevant Period Defendant violated Regulation 4.20(c), 17 C.F.R. § 4.20(c) (2012), by depositing Pool participant funds in trading accounts held in his name, rather than in an account held in the name of the Pool.

55. Each act of improper receipt and commingling of Pool participant funds, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Regulations 4.20(b) and (c), 17 C.F.R. §§ 4.20(b) and (c) (2012).

VI. RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that the Court, as authorized by Section 6c of the CEA, 7 U.S.C. § 13a-1 (Supp. IV 2011), and pursuant to its own equitable powers, enter:

a) An order finding that Defendant violated Sections 4b(a)(1)(A)-(C) and 4b(a)(2)(A)-(C) of the CEA, 7 U.S.C. §§ 6b(a)(1)(A)-(C) and 6b(a)(2)(A)-(C) (Supp. II 2009), Sections

4o(1), 4m(1), and 4k(2) of the CEA, 7 U.S.C. §§ 6o(1), 6m(1), and 6k(2) (2006), and Regulations 4.20 and 5.2(b), 17 C.F.R. §§ 4.20 and 5.2(b) (2012);

b) An order of permanent injunction prohibiting Defendant and any of his agents, servants, employees, assigns, attorneys, and persons in active concert or participation with Defendant, including any successor thereof, from, directly or indirectly:

- i. Trading on or subject to the rules of any registered entity (as that term is defined in Section 1a of the CEA, 7 U.S.C. § 1a (Supp. IV 2011));
- ii. Entering into any transactions involving commodity futures, options on commodity futures, commodity options (as that term is defined in Regulation 1.3 (hh), 17 C.F.R. § 1.3(hh) (2012)) (“commodity options”), security futures products, foreign currency (as described in Sections 2(c)(2)(B) and 2(c)(2)(C)(i) of the CEA, 7 U.S.C. §§ 2(c)(2)(B) and 2(c)(2)(C)(i) (Supp. IV 2011)) (“forex contracts”), and/or swaps (as that term is defined in Section 1a(47) of the CEA, 7 U.S.C. § 1a(47) (Supp. IV 2011), and as further defined by Regulation 1.3(xxx), 17 C.F.R. § 1.3(xxx) (2012)) for his own personal account or for any account in which he has a direct or indirect interest;
- iii. Having any commodity futures, options on commodity futures, commodity options, security futures products, forex contracts, and/or swaps traded on his behalf;
- iv. Controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity futures, options on commodity futures, commodity

options, security futures products, forex contracts and/or swaps;

- v. Soliciting, receiving or accepting any funds from any person for the purpose of purchasing or selling any commodity futures, options on commodity futures, commodity options, security futures products, forex contracts, and/or swaps;
- vi. Applying for registration or claiming exemption from registration with the Commission in any capacity, and engaging in any activity requiring such registration or exemption from registration with the Commission, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2012); and
- vii. Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2012)), agent or any other officer or employee of any person (as that term is defined in Section 1a of the CEA, 7 U.S.C. § 1a (Supp. IV 2011)) registered, exempted from registration or required to be registered with the Commission except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2012).

c) An order directing Defendant, as well as any successors to Defendant, to disgorge, pursuant to such procedure as the Court may order, all benefits received from the acts or practices which constitute violations of the CEA and the Regulations, as described herein, and pre- and post-judgment interest thereon from the date of such violations;

d) An order directing Defendant to make full restitution to every person or entity whose funds Defendant received or caused another person or entity to receive as a result of acts

and practices that constituted violations of the CEA and the Regulations, as described herein, and pre- and post-judgment interest thereon from the date of such violations;

e) An order directing Defendant to pay a civil monetary penalty for each violation of the CEA and the Regulations described herein, plus post-judgment interest, in the amount of the higher of: 1) \$140,000 for each violation of the CEA and Regulations or 2) triple the monetary gain to Defendant for each violation of the CEA and the Regulations, plus post-judgment interest;

f) An order directing Defendant and any successors thereof, to rescind, pursuant to such procedures as the Court may order, all contracts and agreements, whether implied or express, entered into between them and any of the customers and pool participants whose funds were received by them as a result of the acts and practices which constituted violations of the CEA and the Regulations, as described herein;

g) An order requiring Defendant to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2412(a)(2) (2006); and

h) Such other and further relief as the Court deems proper.

February 6, 2013

Respectfully Submitted,

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