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**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

		Civil Action No.:
COMMODITY FUTURES TRADING	)	
COMMISSION,	)	
	)	<b>COMPLAINT FOR INJUNCTIVE AND</b>
Plaintiff,	)	<b>OTHER EQUITABLE RELIEF AND</b>
v.	)	<b>CIVIL MONETARY PENALTIES UNDER</b>
	)	<b>THE COMMODITY EXCHANGE ACT</b>
	)	
JEFFREY LISKOV and EAGLEEYE	)	
ASSET MANAGEMENT, LLC,	)	
	)	
Defendants.	)	
	)	

Plaintiff, the United States Commodity Futures Trading Commission (“Commission” or “CFTC”), by its attorneys, alleges as follows:

**I. SUMMARY**

1. From at least October 2008 to August 2010 (the “relevant time”), Defendant Jeffrey Liskov (“Liskov”), individually and as a controlling person and agent of the company he

owns and operates, EagleEye Asset Management, LLC (“EEAM”) (collectively “Defendants”), and EEAM by and through Liskov, cheated and defrauded at least one customer in the United States while trading off-exchange foreign currency contracts (“forex”) on a leveraged or margined basis in managed accounts on her behalf. The customer had authorized Liskov and EEAM to trade a portion of her retirement funds based upon Liskov’s representations that forex trading was suitable for her conservative goals. Liskov failed to inform the customer that he was an unsuccessful forex trader or that forex trading is a highly volatile and extremely risky investment. After some initial trading success, Liskov and EEAM lost most of the funds she had deposited. Rather than disclose those losses, Liskov forged the customer’s name on new account opening documents and on over \$3 million of secret wire transfers from her mutual fund account to her forex account to continue trading. As a result of this unauthorized trading scheme, Liskov and EEAM generated approximately \$235,000 in performance incentive fees to which Liskov and EEAM were not entitled. By the time the customer discovered the unauthorized trading, Liskov and EEAM had lost over \$3.24 million of her funds trading forex.

2. By virtue of this conduct and the conduct further described herein, Defendants have engaged, are engaging, or are about to engage in acts and practices in violation of the Commodity Exchange Act (the “Act”), as amended by the Food, Conservation, and Energy Act of 2008, Pub. L. No. 110-246, Title XIII (the CFTC Reauthorization Act of 2008 (“CRA”)), §§ 13101-13204, 122 Stat. 1651 (enacted June 18, 2008), to be codified at 7 U.S.C. §§ 1 *et seq.*, specifically Section 4b(a)(2)(A), (B) and (C) of the Act, as amended, to be codified at 7 U.S.C. § 6b(a)(2)(A), (B) and (C). Liskov is liable under Section 13(b) of the Act, to be codified at 7 U.S.C. § 13c(b), as a controlling person of EEAM for its violations of the Act, because he

controls EEAM and did not act in good faith or knowingly induced the acts constituting EEAM's violations of the Act.

3. Liskov has committed the acts and omissions alleged herein within the course and scope of his employment, agency or office with EEAM. Therefore, EEAM is liable under Section 2(a)(1)(B) of the Act, to be codified at 7 U.S.C. § 2(a)(1)(B), and Regulation 1.2, 17 C.F.R. § 1.2, as principal for the actions and omissions of Liskov in violation of the Act.

4. Plaintiff CFTC has jurisdiction over Defendants' unlawful acts and practices and brings this action pursuant to Section 6c of the Act, as amended, to be codified at 7 U.S.C. § 13a-1, and Section 2(c)(2) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 2(c)(2), to enjoin such acts and practices and to compel Defendants' compliance with the Act. In addition, the CFTC seeks restitution, disgorgement, rescission, civil monetary penalties, and such other equitable relief as this Court may deem necessary or appropriate.

5. Unless restrained and enjoined by this Court, Defendants are likely to engage in the acts and practices alleged in this Complaint, or in similar acts and practices, as described more fully below.

## **II. JURISDICTION AND VENUE**

6. This Court has jurisdiction over this action pursuant to Section 6c(a) of the Act, to be codified at 7 U.S.C. § 13a-1(a), and Section 2(c)(2)(C)(i)-(iii) of the Act, to be codified at 7 U.S.C. § 2(c)(2)(C)(i)-(iii), which authorize the Commission to seek injunctive relief 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 any provision of the Act, rule, regulation, or order promulgated thereunder.

7. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, to be codified at 7 U.S.C. § 13a-1(e), because Defendants are found in, inhabit, or transact business in this district and/or the acts and practices in violation of the Act have occurred, are occurring, or are about to occur within this District, among other places.

### III. PARTIES

8. **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 Act, as amended, to be codified at 7 U.S.C. §§ 1 *et seq.*, and the Commission's Regulations ("Regulations") promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* (2011).

10. **Jeffrey Liskov** currently resides in Plymouth, Massachusetts. He was employed as a broker with Fidelity Brokerage Services, LLC ("Fidelity"), a financial services company headquartered in Boston, from 1999 to 2007, when he left to form EEAM in January 2008 and trade for customers on his own. Liskov is the Managing Member and sole owner of EEAM. He has been registered with the Commission as the sole associated person ("AP") of EEAM, a registered commodity trading advisor ("CTA"), since June 2010. Liskov was also registered with the Securities and Exchange Commission as an investment adviser representative from January 1999 until December 2010.

11. **EagleEye Asset Management, LLC** is a Massachusetts limited liability company that Liskov formed in January 2008. Its principal place of business is Plymouth, Massachusetts. EEAM has been registered with the Commission as a CTA since May 2010.

### IV. STATUTORY BACKGROUND

12. A futures commission merchant ("FCM") is defined in Section 1a of the Act, as amended, to be codified at 7 U.S.C. § 1a, as an individual, association, partnership, corporation or trust that solicits or accepts orders for the purchase or sale of any commodity for future

delivery on or subject to the rules of any contract market and that accepts payment from or extends credit to those whose orders are accepted.

13. Sections 2(c)(2)(C)(i) and (iii) of the Act, as amended, to be codified at 7 U.S.C. §§ 2(c)(2)(C)(i) and (iii), provide that the Commission has jurisdiction over forex transactions in pertinent part, if the transactions are offered to or entered into with a person that is not an eligible contract participant (“ECP”) on a leveraged or margined basis; the transactions do not result in actual delivery within two days or otherwise create an enforceable obligation to make/take delivery in connection with the parties’ line of business; and neither the counterparty to the transactions nor the defendant is one of certain enumerated persons.

14. Section 1a(12)(A)(ix) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 1a, defines an ECP as an individual acting for their own account who has total assets (i) in excess of \$10,000,000 or (ii) \$5,000,000 and who enters into the forex transaction in order to manage the risk associated with an asset owned or liability incurred or reasonably likely to be owned or incurred by the individual.

15. The forex transactions Liskov conducted on behalf of the EEAM customer were entered into on a leveraged or margined basis, neither resulted in the delivery of actual currency within two days nor created an enforceable obligation to deliver actual currency between a seller and a buyer that had the ability to deliver and accept delivery, respectively, in connection with their lines of business. Rather, these forex contracts purportedly remained open from day to day and ultimately were offset without anyone making or taking delivery of actual currency (or facing an enforceable obligation to do so).

16. Neither Defendants nor the FCM where they traded, which was a counterparty to the forex transactions, were financial institutions, registered broker dealers (or their associated

persons), insurance companies, bank holding companies, or investment bank holding companies as those terms are defined in the Act.

## **V. DEFENDANTS' FRAUD**

### **A. Solicitation Fraud**

17. For many years, Liskov worked with a number of customers as a broker at Fidelity. In approximately 2008, Liskov sought to migrate his customer base to his own, newly-formed, firm, EEAM. One of Liskov's customers was Patricia Stott ("Stott"), who was primarily invested in mutual funds, with limited exposure to individual equities. Stott's Fidelity accounts contained her retirement funds. Stott knew and trusted Liskov because of this relationship.

18. During the relevant time, Stott was not an ECP.

19. In or about October or November 2008, Liskov solicited Stott to invest with EEAM to trade forex in an account that Defendants would manage, recommending forex trading as an appropriate retirement investment. At the time he solicited Stott, Liskov knew or should have known that speculative forex trading does not meet Stott's conservative investment goals, but is a highly volatile and extremely risky investment not suitable for retirement funds.

20. Liskov also failed to inform Stott that prior to his solicitation, he had lost over \$420,000 trading forex and futures for himself.

### **B. Defendants' Unauthorized Trading and Misappropriation of Customer Funds**

21. At Liskov's direction, on or about November 6, 2008, Stott opened an account at FXCM, a registered FCM, initially funding the account with \$100,000. Liskov persuaded Stott to sign a limited power of attorney ("LPOA") authorizing Liskov and EEAM to trade the account. Stott also agreed in the LPOA to pay Liskov and EEAM a performance incentive fee of 20% of net new profits on a monthly basis. Per the LPOA, the performance incentive fee was to

be calculated based on net new profits that exceeded the “benchmark,” which is the principal investment plus previous profits earned.

22. Liskov began trading forex in Stott’s FXCM account in November 2008. Stott’s account earned a \$21,680 profit in the first two months of trading and Liskov earned a performance incentive fee of \$4,250. The benchmark for her account then became approximately \$121,680. Stott deposited an additional \$200,000 into the account in March 2009, which had the effect of increasing the benchmark by \$200,000 to \$321,680. In August 2009, the account earned \$597,328 in new profits, Liskov earned an incentive fee of \$58,905 and the benchmark then became \$896,295. However, during September and October 2009, the account suffered considerable losses. The account’s remaining minimal balance made reaching the benchmark of nearly \$900,000, let alone exceeding it, virtually impossible. Therefore, Liskov could not expect to earn any additional fees from trading this account.

23. Stott was unaware of these trading losses. Although Stott had or should have had access to her forex account statements on-line from FXCM’s website, she informed Liskov that she could not access her statements. In turn, Liskov instructed Stott to rely on him for information regarding the financial status of her account. Liskov then selectively informed Stott of certain winning trades, but failed to inform her of losing trades or the fact that her account had suffered net losses. This had the effect of lulling her into the belief that the trading of her account was profitable.

24. On or about October 15, 2009, Liskov opened an additional forex account in Stott’s name at FXCM, without Stott’s knowledge or consent. Liskov forged her signature on FXCM account opening documents, and gave himself and EEAM power of attorney over the account. Liskov funded the account with approximately \$1.1 million of Stott’s money in three

installments on October 18, 2009, November 19, 2009, and December 14, 2009, respectively, by forging her signature on wire transfer documents directing Fidelity to transfer the funds from her Fidelity account to her account at FXCM. Liskov opened this account to obtain performance incentive fees, as it was a new account and no benchmark had been set. Liskov engaged in unauthorized trading for this account. Liskov's trading of the account generated \$112,271 in net profits as of October 31, 2009, and Liskov earned a \$22,454 performance incentive fee. The account subsequently lost approximately \$1.2 million within eight months, which again diminished his prospects for future performance incentive fees.

25. Liskov opened three more accounts in Stott's name at FXCM without her knowledge or consent by forging her signature on account opening documents on February 12, 2010, May 21, 2010, and June 3, 2010, and funded them with a total of \$2.2 million of her money, which he had transferred to FXCM from her account at Fidelity by forging her signature on wire transfer documents. Liskov opened each of these accounts to obtain performance incentive fees once the previous account had suffered losses and it became clear that exceeding the benchmark to obtain additional performance incentive fees would be extremely difficult if not impossible. Liskov earned a total of \$212,546 in performance incentive fees from trading these three accounts. Liskov engaged in unauthorized trading for these accounts as well, and lost most or all of the funds deposited into these accounts within two months or less after opening them.

26. While Liskov was trading Stott's FXCM accounts from November 2008 to August 2010, he lost an additional \$200,000 trading forex for himself. He did not disclose these losses to Stott either.

27. While Liskov lost a total of \$3.21 million trading forex in the four unauthorized accounts he had opened on behalf of Stott, which was more than 97% of their initial value, FXCM paid Liskov \$235,000 in performance incentive fees from trading them. But for setting up the new accounts in Stott's name without her knowledge or consent that established new benchmarks, Liskov would not have received any performance incentive fees after the first few months of trading them.

28. On July 15, 2010, FXCM terminated its relationship with Liskov and refused to allow him to trade forex for customers because of the large customer losses in the accounts that he and EEAM managed. Liskov then opened at least one forex trading account in Stott's name at Deutsche Bank FX ("DBFX") on or about July 21, 2010, by forging Stott's signature on account opening documents, and transferred \$800,000 of Stott's funds from her Fidelity account to DBFX by forging her signature on the wire transfer documents in order to continue trading in her name. DBFX informed Stott that an account had been opened in her name and that it was to be traded pursuant to a LPOA giving Liskov trading authority. When Stott realized that Liskov had opened this account, and transferred these funds from her Fidelity account without her knowledge or consent, she closed the DBFX account, recouped her funds, and terminated Liskov's LPOA.

**VI. VIOLATIONS OF THE COMMODITY EXCHANGE ACT**

**COUNT I**

**VIOLATIONS OF SECTION 4b(a)(2)(A) AND (C) OF THE ACT**

**FRAUD BY MISREPRESENTATION, OMISSION, MISAPPROPRIATION,  
UNAUTHORIZED TRADING AND DECEIT**

29. The allegations set forth in paragraphs 1 through 28 are realleged and incorporated herein by reference.

30. Sections 4b(a)(2)(A) and (C) of the Act as amended by the CRA, to be codified at 7 U.S.C. §§ 6(a)(2)(A) and (C), make it unlawful:

for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery . . . that is made, or to be made, for or on behalf of, or with, any other person, other than on or subject to the rules of a designated contract market –

- (A) to cheat or defraud or attempt to cheat or defraud the other person; . . .
- (C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person....

31. Pursuant to Section 2(c)(2)(C)(iv) of the Act, Section 4b of the Act applies to Defendants' foreign currency transactions "as if" they were a contract of sale of a commodity for future delivery.

32. As set forth above, EEAM by and through Liskov, and Liskov, cheated or defrauded, or attempted to cheat or defraud, and willfully deceived or attempted to deceive at least one retail forex customer by, among other things, (1) making material misrepresentations and/or failing to disclose material facts to her regarding Defendants' unsuccessful trading, that forex trading did not meet Stott's conservative investment goals, risk of loss, and the financial status of her account; (2) engaging in unauthorized trading; and (3) misappropriating her funds, in violation of Sections 4b(a)(2)(A) and (C) of the Act as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C).

33. EEAM by and through Liskov, and Liskov, engaged in the acts and practices described above knowingly or with reckless disregard for the truth.

34. The foregoing acts, omissions, and failures of Defendant Liskov described in this Count have occurred within the scope of his employment with Defendant EEAM; therefore, Defendant EEAM is liable for these acts, omissions, and failures in violation of the Act as

alleged in this Count pursuant to Section 2(a)(1)(B) of the Act, to be codified at 7 U.S.C.

§ 2(a)(1)(B), and Regulation 1.2, 17 C.F.R. § 1.2 (2011).

35. During the relevant time, Defendant Liskov has directly or indirectly controlled EEAM and has not acted in good faith or knowingly has induced, directly or indirectly, the acts constituting EEAM's violations alleged in this Count. Defendant Liskov is therefore liable for EEAM's violations described in this Count to the same extent as EEAM, pursuant to Section 13(b) of the Act, to be codified at 7 U.S.C. § 13c(b).

36. Each misrepresentation or omission of material fact, act of unauthorized trading, and instance of misappropriation, including, but not limited to, those specifically alleged herein, is alleged as a separate and distinct violation of Sections 4b(a)(2)(A) and (C) of the Act as amended, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C).

**COUNT II**  
**VIOLATIONS OF SECTION 4b(a)(2)(B) OF THE ACT**

37. The allegations set forth in paragraphs 1 through 28 are realleged and incorporated herein by reference.

38. Section 4b(a)(2)(B) of the Act as amended by the CRA, to be codified at 7 U.S.C. § 6(a)(2)(B), makes it unlawful for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery . . . that is made, or to be made, for or on behalf of, or with, any other person, other than on or subject to the rules of a designated contract market to willfully enter or cause to be entered for the other person any false record.

39. As set forth above, EEAM by and through Liskov, and Liskov, willfully entered or caused false records to be entered for at least one customer by opening multiple forex

accounts without the customer's knowledge or consent by forging her signature on account opening and wire transfer documents.

40. EEAM by and through Liskov, and Liskov, engaged in the acts and practices described above knowingly or with reckless disregard for the truth.

41. The foregoing acts, omissions, and failures of Defendant Liskov described in this Count have occurred within the scope of his employment with Defendant EEAM; therefore, Defendant EEAM is liable for these acts, omissions, and failures in violation of the Act as alleged in this Count pursuant to Section 2(a)(1)(B) of the Act, to be codified at 7 U.S.C. § 2(a)(1)(B), and Regulation 1.2, 17 C.F.R. § 1.2 (2011).

42. During the relevant time, Defendant Liskov has directly or indirectly controlled EEAM and has not acted in good faith or knowingly has induced, directly or indirectly, the acts constituting EEAM's violations alleged in this Count. Defendant Liskov is therefore liable for EEAM's violations described in this Count to the same extent as EEAM, pursuant to Section 13(b) of the Act, to be codified at 7 U.S.C. § 13c(b).

43. Each false record, including, but not limited to, those specifically alleged herein, is alleged as a separate and distinct violation of Section 4b(a)(2)(B) of the Act as amended, to be codified at 7 U.S.C. § 6b(a)(2)(B).

## **VII. RELIEF REQUESTED**

**WHEREFORE**, the CFTC respectfully requests that the Court, as authorized by Section 6c of the Act, as amended, to be codified at 7 U.S.C. § 13a-1, and pursuant to its own equitable powers:

A. Enter an order finding that Defendants violated Sections 4b(a)(2)(A), (B) and (C) of the Act as amended, to be codified at 7 U.S.C. §§ 6b(a)(2)(A), (B) and (C).

B. Enter an order of permanent injunction enjoining Defendants and all persons insofar as they are acting in the capacity of Defendants' agents, servants, employees, successors, assigns, and attorneys, and all persons insofar as they are acting in active concert or participation with Defendants, who receive actual notice of such order by personal service or otherwise, from directly or indirectly:

1. Engaging in conduct in violation of Sections 4b(a)(2)(A), (B) and (C) of the Act;
2. Trading on or subject to the rules of any registered entity, as that term is defined in Section 1a of the Act, as amended by the CRA, and 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), to be codified at 7 U.S.C. § 1a;
3. Entering into any transactions involving commodity futures, options on commodity futures, commodity options (as that term is defined in Regulation 32.1(b)(1), 17 C.F.R. § 32.1(b)(1) (2011)) ("commodity options"), swaps, and/or foreign currency (as described in Sections 2(c)(2)(B) and 2(c)(2)(C)(i) of the Act, as amended, to be codified at 7 U.S.C. §§ 2(c)(2)(B) and 2(c)(2)(C)(i) ("forex contracts")), for their own personal or proprietary account or for any account in which they have a direct or indirect interest;
4. Having any commodity futures, options on commodity futures, commodity options, swaps, and/or forex contracts traded on their behalf;

5. 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, swaps, and/or forex contracts;

6. 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, swaps, and/or forex contracts;

7. 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) (2011); and

8. Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2011)), agent or any other officer or employee of any person (as that term is defined in Section 1a of the Act, as amended, to be codified at 7 U.S.C. § 1a) 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) (2011);

C. Enter an order directing that Defendants make an accounting to the Court of all of (i) Defendants' assets and liabilities, together with all funds Defendants received from and paid to customers or any other persons in connection with forex transactions or purported forex transactions, including the names, mailing addresses, email addresses, and telephone numbers of any such persons from whom Defendants received such funds from January 1, 2008 to the date of such accounting, and (ii) all disbursements for any purpose whatsoever of funds received from

customers and other persons, including salaries, commissions, fees, loans, and other disbursements of money and property of any kind, from January 1, 2008 to and including the date of such accounting;

D. Enter an order requiring Defendants immediately to identify and provide an accounting of all assets and property that they currently maintain outside the United States, including, but not limited to, all funds on deposit in any financial institution, futures commission merchant, bank, or savings and loan accounts held by, under the control of, or in the name of Jeffrey Liskov or EagleEye Asset Management, or in which any such person or entity has a beneficial interest of any kind, whether jointly or otherwise, and requiring Defendants to repatriate all funds held in such accounts by paying them to the Clerk of the Court, or as otherwise ordered by the Court, for further disposition in this case;

E. Enter an order requiring Defendants, as well as any successors to any Defendants, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues and trading profits derived, directly or indirectly, from acts or practices that constitute violations of the Act as described herein, including pre- and post-judgment interest thereon from the date of such violations;

F. Enter an order directing the Defendants 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 him and any of the customers whose funds were received by him as a result of the acts and practices which constituted violations of the Act, as described herein;

G. Enter an order requiring Defendants to make full restitution to each and every person or entity whose funds Defendants received or caused another person or entity to receive

as a result of acts and practices that constituted violations of the Act, as amended by the CRA, as described herein, and pre- and post-judgment interest thereon from the date of such violations;

H. Enter an order directing Defendants to pay a civil monetary penalty in the amount of (1) the higher of \$140,000 for each violation of the Act committed on or after October 23, 2008, and \$130,000 for each violation of the Act committed before October 23, 2008, or (2) triple the monetary gain to Defendants for each violation of the Act described herein, plus post-judgment interest;

I. Enter an order requiring Defendants to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2412(a)(2); and

J. Such other and further relief as the Court deems necessary and appropriate under the circumstances.

Date: September 8, 2011

Respectfully submitted,

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