

File # 10-cv-2931-1

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #:  
DATE FILED: 4/11/2011

U.S. COMMODITY FUTURES TRADING  
COMMISSION,

Plaintiff,

v.

KUEN CHEOL SONG,

Defendant.

10 Civ. 2931 (NRB)

ECF Case

~~PROPOSED~~ **CONSENT ORDER OF PERMANENT INJUNCTION AND ANCILLARY  
EQUITABLE RELIEF UNDER THE COMMODITY EXCHANGE ACT  
AGAINST DEFENDANT KUEN CHEOL SONG**

On April 6, 2010, Plaintiff, U.S. Commodity Futures Trading Commission (the "Commission" or "CFTC"), filed a Complaint for injunctive and other relief against Defendant Kuen Cheol Song ("Song" or the "Defendant") seeking injunctive and other equitable relief for violations of Sections 4c(a) of the Commodity Exchange Act (the "CEA" or "Act"), as amended by the Commodity Futures Trading Commission Reauthorization Act (the "CRA"), 7 U.S.C. §§ 6c(a); and Commission Regulation 1.38(a), 17 C.F.R. § 1.38(a) (2010).

The Complaint alleges that Defendant Song engaged in a series of illegal commodity futures transactions involving Natural Gas and Heating Oil contracts on NYMEX. The Complaint further alleges that Song controlled two accounts for trading on the New York Mercantile Exchange ("NYMEX"): (1) his personal account, held at one Futures Commission Merchant ("FCM") (the "Personal Account"), and (2) an account on behalf of his employer, Woori Absolute Partners

(“Woori”), named the “Woori Absolute Global Opportunity Fund,” held at another FCM (the “WAGOF” Account). Additionally, the Complaint alleges that Defendant Song repeatedly made fictitious, non-competitive trades between his Personal Account and the WAGOF Account, both of which he controlled, whereby Song’s personal account virtually always profited at the expense of the WAGOF Account.

The Court entered an *Ex Parte* Statutory Restraining Order on April 6, 2010 freezing Defendant Song’s assets, prohibiting him from destroying or altering any books, records or documents, and ordering him to show cause why a preliminary injunction should not be entered. On April 28, 2010, the Court held a hearing to show cause why a preliminary injunction should not be entered. The Court subsequently entered an order on May 3, 2010, modifying certain terms in the April 6, 2010 Restraining Order, and thereafter, on July 7, 2010, the Court issued another Order further modifying certain terms in the April 6, 2010 Restraining Order, and further ordering defendant Song to comply with his agreement and undertaking not to violate Section 4c(a) of the Act, 7 U.S.C. § 6c(a) (2006), and Commission Regulation 1.38(a), 17 C.F.R. § 1.38(a) (2010).

**I. CONSENT AND AGREEMENT**

To effect settlement of this action without a trial on the merits or further judicial proceedings, Defendant Song:

1. Consents to the entry of this Consent Order of Permanent Injunction, and Other Equitable Relief (the “Consent Order”);
2. Admits that this Court has personal and subject matter jurisdiction over him in this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006);

3. Admits that venue properly lies with this Court pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006);

4. Waives: (a) any and all claims that he may possess under the Equal Access to Justice Act, 5 U.S.C. § 504 (2006) and 28 U.S.C. § 2412 (2006), and/or Part 148 of the Commission's Regulations ("Regulations"), 17 C.F.R. §§ 148.1, *et seq.* (2010), relating to, or arising from, this action; (b) any and all claims that he may possess under the Small Business Regulatory Enforcement Act of 1996, Pub. L. No. 104-121, §§ 201-253, 110 Stat. 847, 857-868 (1996), as amended by Pub. L. No. 110-28, § 8302, 121 Stat. 112, 204-205 (2007), relating to or arising from this action; (c) any claim of Double Jeopardy based upon the institution of this proceeding or the entry in this proceeding of any order imposing a civil monetary penalty or any other relief; and (d) all rights of appeal from the Consent Order;

5. Neither admits nor denies the allegations of the Complaint, or the Findings of Fact and Conclusions of Law contained in this Consent Order, except as to jurisdiction and venue, which he admits. Solely with respect to any bankruptcy proceeding relating to the Defendant, any proceeding to revoke, restrict, or condition the registration of the Defendant pursuant to Section 8a of the Act, 7 U.S.C. § 12a(1) (2006), and/or Part 3 of the Regulations, 17 C.F.R. §§ 3.1, *et seq.* (2010), and/or any proceeding to enforce terms of this Consent Order, the Defendant agrees that the allegations of the Complaint, and the Findings of Fact and Conclusions of Law in this Consent Order shall be taken as true and correct and be given preclusive effect, without further proof.

6. Agrees that he, and his agents, attorneys, representatives or employees acting under his authority or control, will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the Complaint, or Finding or Conclusion contained in this Consent Order, or creating, or tending to create, the impression that the Complaint or this Consent Order are without a factual basis; and the Defendant shall undertake all steps necessary to ensure that all of his agents and employees understand and comply with this agreement. Nothing in this provision shall affect the Defendant's: (a) testimonial obligations or (b) right to take legal positions in other proceedings in which the Commission is not a party.

7. Agrees to provide immediate notice to this Court and the Commission by certified mail of any bankruptcy proceeding filed by, on behalf of, or against the Defendant. No provision of this Consent Order shall in any way limit or impair the ability of any person to seek any legal or equitable remedy against Defendant, or any other person in any other proceeding;

8. Acknowledges that the Court's entry of a Permanent Injunction may have collateral consequences under federal or state law and the rules of self-regulatory organizations, licensing boards, or other regulatory organizations. Such collateral consequences may include, but are not limited to, a statutory disqualification with respect to membership, participation in, or association with a member of a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding;

9. Acknowledges that he will not oppose the enforcement of the Consent Order on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon;

10. Waives service of the Consent Order and agrees that entry of the Consent Order with the Court and filing with the Clerk of the Court will constitute notice to Defendant Song of its terms and conditions. Defendant Song agrees to execute and to provide to the Commission a written declaration pursuant to 28 U.S.C. § 1746 (2006) acknowledging his receipt of the Consent Order no later than twenty (20) days after a copy of the Consent Order has been delivered to his counsel, Michael S. Kim, Esq. , Esq., Kobre & Kim, LLP, 1919 M Street, N.W. Washington, D.C. 20036.

11. Consents to the continued jurisdiction of this Court for the purpose of implementing and enforcing the terms and conditions of this Consent Order; and for any other purposes relevant to this action, even if Defendant Song now or in the future resides outside this jurisdiction; and

12. Affirms that Defendant Song, in his individual capacity, has read this Consent Order and agrees to this Consent Order voluntarily, and that no promise or threat of any kind has been made by the Commission or any member, officer, agent, or representative thereof, or by any other person, to induce his consent to this Consent Order, other than as set forth specifically herein.

## **II. FINDINGS OF FACT**

### **A. Jurisdiction and Venue**

13. This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006), which authorizes the CFTC to seek injunctive relief against any person who has engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act or any rule, regulation or order promulgated thereunder.

14. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2006), because Defendant Song transacted business, among other places, in this District, and the acts and practices in violation of the Act have occurred, among other places, within this District.

**B. Parties**

15. Plaintiff, the United States Commodity Futures Trading Commission, is an independent federal regulatory agency that is charged by Congress with responsibility for administering and enforcing the provisions of the Act, 7 U.S.C. §§ 1, *et seq.* (2006), and the Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* (2010).

16. Defendant Song controlled and traded two accounts traded on the NYMEX in New York, NY: (1) his Personal Account, and (2) the WAGOF Account. Song is a citizen of South Korea who resided in Singapore during the Relevant Period. Song has never registered with the Commission.

**C. Facts**

17. The NYMEX is a market designated by the CFTC for the buying and selling of contracts for sale of a commodity for future delivery (also known as “futures contracts”) under the Commodity Exchange Act. Futures contracts traded on the NYMEX involve commodities such as heating oil and natural gas, among others.

18. The natural gas futures contract traded on NYMEX is for a volume of 10,000 million British thermal units (MMBtu) of natural gas for delivery at the Henry Hub in Louisiana during the month specified in the contract.

19. The heating oil futures contract traded on NYMEX is for a volume of 42,000 gallons of “No. 2 Fuel Oil” for delivery at New York, New York during the month specified in the contract.

20. NYMEX is a designated contract market under Section 5(b) of the Act and Regulations 38.3(a)(1)(ii) and (iii).

21. Globex is an electronic trading platform used to trade, *i.e.*, buy or sell, futures contracts listed on NYMEX. Globex runs continuously and, therefore, it is not restricted by geography or time zones.

22. Starting in August 28, 2009, Song, who controlled and traded his Personal Account and the WAGOF Account, engaged in a series of natural gas and heating oil futures transactions executed on NYMEX’s Globex platform (the “Relevant Period”). During this time, Song repeatedly, illegally, and self-servingly, traded futures contracts between his Personal Account and the WAGOF Account.

23. Song engaged in two patterns of inter-account trading activity, as follows:

(a) Song would buy commodity futures contracts for his Personal Account at lower prices from the WAGOF Account and then sell them back, *i.e.*, offset the previously established position, to the WAGOF Account at higher prices, or

(b) Song would sell commodity futures contracts from his Personal Account at higher prices to the WAGOF Account and subsequently buy them back, *i.e.*, offset the previously established position, from the WAGOF Account at lower prices.

24. In general, this series of offsetting transactions resulted in no change in open positions held by the Accounts.

25. For example, on December 21, 2009 at 6:06 p.m., Song entered buy orders in his Personal Account, while entering sell orders for the WAGOF Account designed to trade against the Personal Account, resulting in the execution of the following January 2010 natural gas futures contracts on the NYMEX: 30 @ 5.677. At 8:08 p.m., Song then sold 30 January 2010 natural gas futures contracts from the Personal Account at 5.743 while buying 30 for the WAGOF Account opposite the sale for the Personal Account. This series of transactions resulted in a gain to the Personal Account of \$19,800.

26. For example, on January 7, 2010 between 6:01 p.m. and 6:31 p.m., Song entered buy orders in his Personal Account, while entering sell orders for the WAGOF Account designed to trade against the Personal Account, resulting in the execution of the following February 2010 natural gas futures contracts on the NYMEX: 10 @ 5.82, 18 @ 5.801, 2 @ 5.801. At 2:05 a.m. on January 8, 2010, Song then sold 30 February 2010 natural gas futures contracts from the Personal Account at 5.846 while buying 30 for the WAGOF Account opposite the sale for the Personal Account. This series of transactions resulted in a gain to the Personal Account of \$11,600.

27. Additionally, on January 21, 2010 between 9:16 p.m. and 9:17 p.m., Song entered sell orders in his Personal Account, while entering buy orders for the WAGOF Account designed to trade against the Personal Account, resulting in the execution of the following February 2010 natural gas futures contracts on the NYMEX: 10 @ 5.679. At 12:41 a.m. on January 22, 2010, Song then sold 10 February 2010 natural gas futures contracts for the WAGOF Account at 5.663 while buying 10 for his Personal Account opposite the sale for the WAGOF Account. This series of transactions resulted in a gain to the Personal Account of \$1,600.

28. Again, on January 25, 2010 at 6:04 p.m., Song entered buy orders in his Personal Account, while entering sell orders for the WAGOF Account designed to trade against the Personal Account, resulting in the execution of the following March 2010 natural gas futures contracts on the NYMEX: 19 @ 5.645. Between 6:12 p.m. and 6:13 p.m., Song then sold 19 March 2010 natural gas futures contracts from the Personal Account, 18 @ 5.666 and 1 @ 5.659, while buying 19 for the WAGOF Account opposite the sale for the Personal Account. This series of transactions resulted in a gain to the Personal Account of \$3,920.

29. Likewise, on February 4, 2010 at 6:01 p.m., Song entered sell orders in his Personal Account, while entering buy orders for the WAGOF Account designed to trade against the Personal Account, resulting in the execution of the following March 2010 natural gas futures contracts on the NYMEX: 10 @ 5.486. At 2:48 a.m. on February 5, 2010, Song then sold 10 March 2010 natural gas futures contracts for the WAGOF Account at 5.463 while buying 10 for his Personal Account opposite the sale for the WAGOF Account. This series of transactions resulted in a gain to the Personal Account of \$2,300.

30. These transactions, in which Song's Personal Account bought from and sold to the WAGOF Account at profitable prices, effected the transfer of money from Woori to Song.

31. Song has repeated this money pass trading pattern at least 408 times since August 28, 2009. Moreover, Song intentionally executed these parallel orders to buy and sell during periods of low volume with the purpose of having the opposite orders find and match each other on Globex.

32. In addition, Song's Personal Account has disproportionately traded opposite to the WAGOF Account. Indeed, since August 2009, in terms of trading volume, over 88% of Song's Personal Account trades were traded opposite to the WAGOF Account. Likewise, over 52% of the WAGOF Account's trades were executed opposite to Song's Personal Account.

33. NYMEX's rules do not allow Song to execute trades in the manner described in this complaint.

34. Additionally, during the Relevant Period, Song engaged in a similar trading pattern, with cotton, corn, soybean, and wheat commodity futures.

35. In totem, Song's Personal Account has gained approximately \$475,000 based on Song's illegal commodity futures transactions. Likewise, WAGOF has lost approximately \$475,000.

36. By consistently executing trades between the Personal Account and the WAGOF Account during periods of low volume in order to pass money from the WAGOF Account to his Personal Account, Song entered into transactions without intent to take a genuine, bona fide position in the market.

### III. CONCLUSIONS OF LAW

37. Song violated Section 4c(a)(2)(A)(ii) of the Act, 7 U.S.C. 6c(a)(2)(A)(ii) (2006), by entering into transactions that are fictitious sales involving the purchase or sale of a commodity for future delivery which transaction was used or may have been used to hedge any transaction in interstate commerce in the commodity or the product or byproduct of the commodity; or to determine the price basis of any such transaction in interstate commerce in the commodity; or to

deliver any such commodity sold, shipped, or received in interstate commerce for the execution of the transaction.

38. Regulation 1.38(a), 17 C.F.R. § 1.38(a) (2010), requires that all purchases and sales of commodity futures contracts be executed "openly and competitively."

39. Song violated Regulation 1.38(a), 17 C.F.R. § 1.38(a) (2010), by engaging in a series of improper noncompetitive commodity futures transactions.

#### **IV. ORDER FOR PERMANENT INJUNCTION**

##### **IT IS THEREFORE ORDERED THAT:**

Defendant, except as otherwise ordered by this Court, is restrained and enjoined from directly or indirectly:

A. Violating Section 4c(a) of the Act, 7 U.S.C. 6c(a) (2006), by entering into transactions that are of the character of, or are commonly known to the trade as, "wash sales" or "accommodation trades" or are fictitious sales involving the purchase or sale of a commodity for future delivery which transaction was used or may have been used to hedge any transaction in interstate commerce in the commodity or the product or byproduct of the commodity; or to determine the price basis of any such transaction in interstate commerce in the commodity; or to deliver any such commodity sold, shipped, or received in interstate commerce for the execution of the transaction.

B. Violating Commission Regulation 1.38(a), 17 C.F.R. § 1.38(a) (2010), by engaging in any posting of bids and offers for the purchase or sale of any commodity for future delivery, and of any commodity option, on or subject to the rules of a contract market, that are not executed openly and competitively.

C. Trading on, or subject to the rules of, any registered entity, as that term is defined in Section 1a(40) of the Act, as amended, to be codified at 7 U.S.C. § 1a(40);

D. 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) (2010)) (“commodity options”), 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 his own personal account or for any account in which he has a direct or indirect interest;

E. Having any commodity futures, options on commodity futures, commodity options, and/or forex contracts traded on his behalf;

F. 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, and/or forex contracts;

G. 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, and/or forex contracts;

H. 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) (2010);

I. Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2010)), agent or any other officer or employee of any person 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) (2010);and

J. Engaging in any business activities, including trading, placing or taking orders, soliciting business, or conducting business, with any contract market or derivatives transaction execution facility, including, but not limited to, any Chicago Mercantile Group (“CME”) Group member or member firm. Defendant is hereby denied access to trading, placing or taking orders (for his or for someone else’s benefit) on all contract markets and derivatives transaction execution facilities, including but not limited to, any CME Group Inc. markets, including the CME Globex trading platform and all other electronic trading and clearing platforms owned or controlled by CME Group.

**V. ORDER FOR DISGORGEMENT,  
CIVIL MONETARY PENALTY AND OTHER ANCILLARY RELIEF**

**IT IS FURTHER ORDERED THAT:**

Defendant shall comply fully with the following terms, conditions and obligations relating to the payment of disgorgement and a civil monetary penalty

**A. Disgorgement**

1. Defendant Song shall be liable for the payment of Four Hundred Seventy-Five Thousand U.S. Dollars (\$475,000) (the “Disgorgement Obligation”).

2. Song shall pay the Disgorgement Obligation to Woori Absolute Partners, 1 Raffles Place, #54-00 OUB Centre, Singapore 048616.

3. Song shall transmit evidence of his payment of the Disgorgement Obligation, in the form of a confirmation letter from Woori, to: Director, Division of Enforcement, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21<sup>st</sup> Street, N.W., Washington, D.C. 20581.

**B. Civil Monetary Penalty**

1. Good cause exists for the imposition of a civil monetary penalty ("CMP") upon the Defendant pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006).

2. Defendant Song is liable for a CMP in the amount of One Hundred and Forty Thousand United States Dollars (\$140,000), pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006) (the "CMP Obligation"). The CMP Obligation is due and owing upon entry of this Consent Order.

3. Song represents that \$140,000 has been deposited into escrow to secure payment of the civil monetary penalty with Kobre & Kim, LLP (the "Escrow Agent"). The Escrow Agent shall deliver the \$140,000 to the CFTC upon entry of the Consent Order. The Escrow Agent shall also confirm at such time that it will not (a) return any portion of the \$140,000 to Song, or (b) otherwise deliver such funds to any person at anytime, except that it may return the funds to Song, if the Court does not enter the Consent Order.

4. Song shall pay this civil monetary penalty by electronic funds transfer, U.S. postal money order, certified check, bank cashier's check, or bank money. If payment is to be made other than by electronic funds transfer, the payment shall be made payable to the Commodity Futures Trading Commission, and send it to the address below:

Commodity Futures Trading Commission  
ATTN: Marie Bateman - AMZ-300  
DOT/FAA/MMAC  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169  
Telephone: 405-954-6569

5. If payment is to be made by electronic funds transfer, Song shall contact Marie Bateman or her successor at the above address to receive payment instructions and shall fully comply with those instructions. Song shall accompany payment of the penalty with a cover letter that identifies the paying Defendant and the name and docket number of the proceedings. The paying Defendant shall simultaneously transmit copies of the cover letter and the form of payment to Director, Division of Enforcement, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21<sup>st</sup> Street, N.W., Washington, D.C. 20581.

#### **VI. MISCELLANEOUS PROVISIONS**

##### **IT IS FURTHER ORDERED:**

1. Scope. This consent order includes all trading activity, by Song, while employed at Woori, and is not limited to the conduct specifically alleged in the Complaint.
2. Notices. All notices required by this Consent Order shall be sent by certified mail, return receipt requested, addressed as follows:

##### Notice to Commission:

Director  
Division of Enforcement  
U.S. Commodity Futures Trading Commission  
1155 21<sup>st</sup> St., N.W.  
Washington, D.C. 20581

Notice to Defendant:

Kuen Cheol Song  
c/o Michael S. Kim, Esq.  
1919 M Street, N.W.  
Washington, DC 20036

3. Successors and Assigns. This Consent Order shall inure to the benefit of and shall bind the parties' successors, assigns, heirs, beneficiaries, and administrators.

4. Partial Lifting of Asset Freeze: Notwithstanding any Order, entered in this proceeding, freezing Song's assets and prohibiting Song's transfer of funds or other property, Song shall be permitted to use such assets, funds, or property, to satisfy his Disgorgement Obligation and his CMP Obligation set forth in Sections V(A) and V(B), supra.

5. Lifting of Asset Freeze: Upon full satisfaction by Song of his Disgorgement Obligation and his CMP Obligation, set forth in Sections V(A) and V(B), supra, any Order, entered in this proceeding, freezing Song's assets, or prohibiting Song's transfer of funds or other property, will be terminated.

6. Entire Agreement, Amendments, and Severability. This Consent Order incorporates all of the terms and conditions of the settlement among the parties. Nothing shall serve to amend or modify this Consent Order in any respect whatsoever, unless: (1) reduced to writing, (2) signed by all parties, and (3) approved by order of the Court.

7. Invalidation. If any provision of this Consent Order, or if the application of any provisions or circumstances is held invalid, the remainder of this Consent Order and the application of the provisions to any other person or circumstance shall not be affected by the holding.

8. Waiver. The failure of any party hereto at any time or times to require performance of any provision hereof shall in no manner affect the right of such party at a later time to enforce the same or any other provision of this Consent Order. No waiver in one or more instances of the breach of any provision contained in this Consent Order shall be deemed to be or construed as a further or continuing waiver of such breach or waiver of the breach of any other provision of this Consent Order.

**VII. SERVICE OF ORDER**

**IT IS FURTHER ORDERED** that:

Copies of this Order may be served by any means, including facsimile transmission and electronic mail, upon Defendant and any financial institution or other entity or person that may have possession, custody, or control of any documents or assets of the Defendant that may be subject to any provision of this Order.

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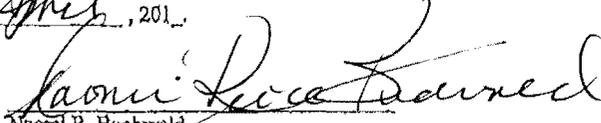
VIII. FORCE AND EFFECT OF ORDER

IT IS FURTHER ORDERED that:

This Order shall remain in full force and effect until further order of this Court, and that

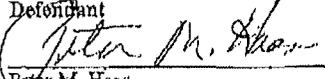
this Court retains jurisdiction of this matter for all purposes.

SO ORDERED, this 11<sup>th</sup> day of April, 2011.

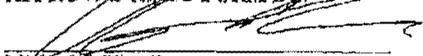
  
Naomi R. Buchwald  
UNITED STATES DISTRICT JUDGE

CONSENTED TO, BY:

  
Kyeon Cheol Song  
Unit 8  
5808 Tisdall St.  
Vancouver, BC  
Canada  
V5Z 3N2  
Defendant

  
Peter M. Haas  
A. Daniel Ullman II  
Division of Enforcement  
U.S. Commodity Futures Trading Commission  
1155 21<sup>st</sup> St., N.W.  
Washington, D.C. 20581  
Counsel for Plaintiff

APPROVED AS TO FORM BY:

  
Michael S. Kim, Esq.

Kobre & Kim, LLP  
1919 M Street, N.W.  
Washington, DC 20036  
Counsel for Defendant