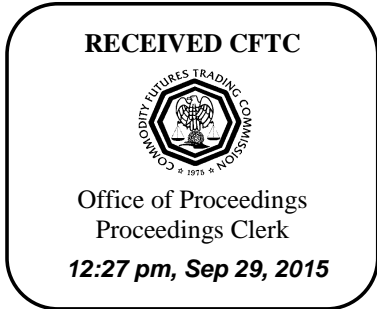


UNITED STATES OF AMERICA
Before the
COMMODITY FUTURES TRADING COMMISSION



_____)
In the Matter of)
)
American Portfolio Asset) CFTC Docket No. 15 - 38
Management, Inc. and Alan M.)
Kneller,)
)
)
Respondents.)

**ORDER INSTITUTING PROCEEDINGS PURSUANT TO SECTIONS 6(c) AND 6(d) OF
THE COMMODITY EXCHANGE ACT, MAKING FINDINGS
AND IMPOSING REMEDIAL SANCTIONS**

I.

The Commodity Futures Trading Commission (“Commission”) has reason to believe that American Portfolio Asset Management, Inc. (“APAM”) and its sole owner, president and chief executive officer, Alan M. Kneller (“Kneller”) (the “Respondents”) violated Sections 4(a) and 4d(a)(1) of the Commodity Exchange Act, (the “Act”), 7 U.S.C. §§ 6(a) and 6d(a)(1) (2012). Therefore, the Commission deems it appropriate and in the public interest that public administrative proceedings be, and hereby are, instituted to determine whether the Respondents engaged in the violations set forth herein and to determine whether any order should be issued imposing remedial sanctions.

II.

In anticipation of the institution of an administrative proceeding, the Respondents have submitted an Offer of Settlement (“Offer”), which the Commission has determined to accept. Without admitting or denying any of the findings or conclusions herein, the Respondents consent to the entry of this Order Instituting Proceedings Pursuant to Sections 6(c) and 6(d) of the Commodity Exchange Act, Making Findings and Imposing Remedial Sanctions (“Order”) and acknowledge service of this Order.¹

¹ The Respondents consent to the entry of this Order and to the use of these findings in this proceeding and in any other proceeding brought by the Commission or to which the Commission is a party; provided, however, that the Respondents do not consent to the use of the Offer, or the findings or conclusions in the Order consented to in the Offer, as the sole basis for any other proceeding brought by the Commission, other than in a proceeding in bankruptcy or to enforce the terms of this Order. Nor do the Respondents consent to the use of the Offer or the Order, or the findings or conclusions in this Order consented to in the Offer, by any other party in any other proceeding.

III.

The Commission finds the following:

A. Summary

From at least August 2011 and continuing through at least February 2013 (the “Relevant Period”), the Respondents violated Sections 4(a) and 4d(a)(1) of the Act by offering to enter into, entering into, confirming the execution of, and conducting an office or business for the purpose of soliciting, accepting orders for, and otherwise dealing in illegal, off-exchange retail commodity transactions, and by accepting money, securities or property (or extending credit) to margin, guarantee, or secure any resulting rates or contract without being registered with the Commission as a futures commission merchant. Specifically, the transactions were financed precious metals transactions involving gold and silver with individual investors most or all of whom were not eligible contract participants or eligible commercial entities. Kneller is directly liable for such violations, and is also liable as the controlling person of APAM. APAM received commissions and fees totaling \$478,474 for these transactions.

B. Respondents

American Portfolio Asset Management Inc. is a corporation located in Boca Raton, Florida. APAM solicited retail customers to execute commodity transactions with Worth Metals (“Worth”) and AmeriFirst Management LLC (“AmeriFirst”), by telephone and through a website, www.apamanagement.com. APAM ceased doing this business in or around February 2013. APAM has never registered with the Commission in any capacity.

Alan M. Kneller is the incorporator and sole owner of APAM. Kneller is a resident of Boca Raton, Florida. At all relevant times herein, Kneller was the controlling person of APAM. Kneller is the owner, president and chief executive officer of APAM. Kneller managed the day to day operations, supervising APAM employees and telemarketers’ solicitation of retail customers and engaging in the solicitations himself. Kneller was the sole signatory on APAM’s bank accounts. Kneller has never been registered with the Commission in any capacity.

C. Other Relevant Entities

AmeriFirst Management, LLC is a Florida limited liability company formed in October 2011. It has never been registered with the Commission in any capacity. On its website, it claimed to provide dealers with “tangible assets in a growing physical market” and “guarantee[s] that every ounce of metal in [the dealer’s] customers [sic] account exists and is ready for delivery at any point in time.” During the Relevant Period, AmeriFirst executed and confirmed the execution of retail commodity transactions involving gold, silver, and platinum throughout the United States using a network of telemarketing solicitors, such as APAM, that it referred to as “dealers.”

Worth Group Inc. is a Florida corporation formed in June 2002 that has previously gone by the names of Wilshire Capital Management Corp. and Worth Bullion Group Inc. It has never

been registered with the Commission in any capacity. Worth describes itself as “a Florida-based precious metals wholesaler [that] might also be described as a dealer or broker of precious metals.” During the Relevant Period, Worth executed and confirmed the execution of retail commodity transactions involving gold, silver, and platinum throughout the United States using a network of telemarketing solicitors, such as APAM, that it referred to as “dealers.”

D. Facts

During the Relevant Period, APAM was a marketing firm that solicited retail customers to engage in financed precious metals transactions involving gold and silver with individual investors, most or all of whom were not eligible contract participants (“ECPs”) or eligible commercial entities (“ECEs”). Although APAM offered precious metals on a fully paid basis, the vast majority of its business was in financed precious metals transactions. This Order relates to the financed precious metals transactions executed through AmeriFirst and Worth.

APAM conducted nearly all of its solicitations by telephone or through its website. Kneller, the controlling person of APAM, directly solicited customers and supervised the other telemarketers involved in solicitation. When soliciting customers for the financed precious metals transactions executed through AmeriFirst and Worth, Kneller and the other APAM telemarketers represented that to purchase a certain quantity of metal, the customer needed to deposit at least 20% of the total metal value and that the customer would receive a loan for the remaining value. The customer would have to pay interest on the loan (approximately 4.5% above the “prime rate”), as well as a service charge. In addition, in order to purchase the metal, APAM represented that the customer needed to pay commission of up to 15% of the total metal value, and a mark-up of 4% on the spot price of the metal.

If the customer agreed to the transaction, APAM confirmed the transaction and directed the customer to send APAM the necessary funds to margin, guarantee or secure the precious metals transaction. For those financed precious metals transactions executed and confirmed by AmeriFirst, APAM sent the entire amount received from the customer to AmeriFirst who then sent APAM any commission and fees due. For the transactions executed and confirmed by Worth, APAM deducted any commissions and fees earned from the amount received from the customer before sending the funds. During the Relevant Period, APAM received \$478,474 in commissions and fees from these transactions executed through AmeriFirst and Worth.

Neither APAM nor Worth or AmeriFirst physically delivered the entire quantity of silver or gold purchased by any of its customers (including any portion purchased using leverage, margin, or financing) into their possession, or deposited the metals purchased into a depository other than the sellers, or transferred title to the customer for that quantity of metal.²

² See Retail Commodity Transactions Under Commodity Exchange Act, 78 Fed. Reg. 52,426, 52,428 (Aug. 23, 2013). The district court found in the Commission’s action against AmeriFirst that it failed to deliver metals to any of its dealers’ retail customers. See *CFTC v. AmeriFirst Management, LLC, et al.*, No. 13-cv-61637 (S.D. Fla.) (consent order of permanent injunction entered on Sept. 17, 2013).

IV.

LEGAL DISCUSSION

A. Relevant Statutory Background

Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, Public Law 111-203, 124 Stat. 1376 (2010) (the “Dodd-Frank Act”) amended the Commodity Exchange Act to add, among other things, new authority over certain leveraged, margined, or financed retail commodity transactions, including authority to prohibit fraud in connection with such transactions.

Section 742(a) of the Dodd-Frank Act added Section 2(c)(2)(D) to the Act, 7 U.S.C. § 2(c)(2)(D) (2012).³ Section 2(c)(2)(D) broadly applies to any agreement, contract, or transaction in any commodity that is entered into with, or offered to (even if not entered into with), a non-ECP⁴ or a non-eligible commercial entity on a leveraged or margined basis, or financed by the offeror, the counterparty, or a person acting in concert with the offeror or counterparty on a similar basis. 7 U.S.C. § 2(c)(2)(D)(i). Section 2(c)(2)(D) further provides, in relevant part, that such an agreement, contract, or transaction shall be subject to Sections 4(a), 4(b), and 4b of the Act “as if the agreement, contract, or transaction was a contract of sale of a commodity for future delivery.” 7 U.S.C. § 2(c)(2)(D)(iii).

Section 2(c)(2)(D)(ii) of the Act excepts certain transactions from Section 2(c)(2)(D). Section 2(c)(2)(D)(ii)(III)(aa) excepts a contract of sale that “results in actual delivery within 28 days or such other longer period as the Commission may determine by rule or regulation based upon the typical commercial practice in cash or spot markets for the commodity involved.”⁵ Section 2(c)(2)(D)(ii)(III)(bb) excepts a contract of sale that creates an enforceable obligation to deliver between a seller and a buyer that have the ability to deliver and accept delivery, respectively, in connection with the line of business of the seller and buyer.

The Commission has stated that the determination of whether “actual delivery” has occurred within the meaning of Section 2(c)(2)(D)(ii)(III)(aa) requires a consideration of evidence beyond the four corners of the contract documents. This interpretation of the statutory language is based on Congress’s use of the word “actual” to modify “delivery” and on the legislative history of Section 2(c)(2)(D)(ii)(III)(aa). Consistent with this interpretation, in determining whether actual delivery has occurred within 28 days, the Commission will employ a

³ Section 2(c)(2)(D) of the Act became effective July 16, 2011.

⁴ As is relevant to this matter, Section 1a(18)(xi) of the Act, 7 U.S.C. § 1a(18)(xi) (2012), defines an eligible contract participant as an individual who has amounts invested on a discretionary basis, the aggregate of which is in excess of \$10,000,000, or which is in excess of \$5,000,000, and who enters into the agreement, contract, or 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.

⁵ The Commission has not adopted any regulations permitting a longer actual delivery period for any commodity pursuant to Section 2(c)(2)(D)(ii)(III)(aa). Accordingly, the 28-day actual delivery period set forth in this provision remains applicable to all commodities.

functional approach and examine how the agreement contract or transaction is marketed, managed, and performed, instead of relying solely on language used by the parties in the agreement, contract, or transaction.⁶ Unless the Commission provides otherwise, the 28 days for actual delivery is 28 days from the date the agreement, contract, or transaction is confirmed to the buyer or seller, typically a retail customer.

Other than these exceptions, Congress did not express any intent to limit the reach of Section 2(c)(2)(D). Rather, in enacting the statute Congress expressed its intent that Section 2(c)(2)(D) should be applicable to a broad range of agreements, contracts, and transactions.

Section 2(c)(2)(D) of the Act applies to all agreements, contracts, and transactions entered into with, or offered to, non-ECPs on a leveraged or margined basis, or financed by the offeror, the counterparty, or a person acting in concert with the offeror or counterparty on a similar basis, as those terms are commonly used in the industry.

B. The Commission's Jurisdiction

The Respondents offered precious metals transactions to, and entered into such transactions with, persons who were not ECPs or ECEs. Generally, these customers were unsophisticated, individual investors who did not meet the \$10 million discretionary investment threshold to be considered ECPs. Moreover, Respondents offered and entered into such transactions on a margined or leveraged basis, or financed by Worth or AmeriFirst, which acted in concert with the Respondents. The Respondents' retail financed precious metals transactions fall squarely within the Commission's jurisdiction under Section 2(c)(2)(D) of the Act.

The Respondents' retail financed precious metals transactions executed through Worth and AmeriFirst did not result in actual delivery to the customer. As found by the district court in *CFTC v. AmeriFirst Management, LLC, et al.*, No. 0:13-cv-61637-WPD (S.D. Fla. Sept. 17, 2013), slip op. at 6, AmeriFirst never sold, possessed, owned, or held title to any precious metals in connection with these leveraged, margined, or financed transactions. The Respondents' transactions are not exempted from the Commission's jurisdiction under Section 2(c)(2)(D)(ii)(III) of the Act.

C. Respondents Violated Section 4(a) of the Act

As stated above, retail commodity transactions within the scope of Section 2(c)(2)(D) of the Act are subject to enforcement under Section 4(a) of the Act, among other provisions, as if such transactions are commodity futures contracts. Section 4(a) of the Act makes it illegal for any person to offer to enter into, enter into, execute, confirm the execution of, or conduct an office or business in the United States for the purpose of soliciting, or accepting any order for, or otherwise dealing in any transactions in, or in connection with, a commodity futures contract, unless such transaction is made on or subject to the rules of a board of trade that has been designated or registered by the CFTC as a contract market or derivatives transaction execution facility for the specific commodity.

⁶ See Retail Commodity Transactions Under Commodity Exchange Act, 78 Fed. Reg. 52,426 (Aug. 23, 2013).

The Respondents offered to enter into, entered into, and confirmed the execution of retail financed precious metals transactions executed through AmeriFirst and Worth. The Respondents also conducted an office or business in the United States for the purpose of soliciting, accepting orders for, and otherwise dealing in retail financed precious metal transactions. None of the retail financed precious metals transactions were conducted on or subject to the rules of a board of trade that has been designated or registered by the Commission as a contract market or derivatives transaction execution facility for precious metals. *See AmeriFirst Management, LLC*, No. 0:13-cv-61637-WPD (S.D. Fla. Sept. 17, 2013), slip op. at 7. The Respondents therefore violated Section 4(a) of the Act.

D. Respondents Violated Section 4d(a)(1) of the Act

Section 4d(a)(1) of the Act makes it unlawful for any person to engage as a futures commission merchant (“FCM”), unless such person is registered with the Commission as an FCM and such registration has not expired or been suspended or revoked. The Act defines FCM to include, among other things, a corporation that is engaged in soliciting or accepting orders for any agreement, contract, or transaction described in Section 2(c)(2)(D)(i) (retail commodity transactions) and in or in connection with such acceptance of such orders, accepts money, securities, or property (or extends credit in lieu thereof) to margin, guarantee, or secure any trades or contracts that result or may result therefrom. 7 U.S.C. § 1a(28)(A)(i)(I)(aa)(DD) and (II). APAM acted as an FCM by soliciting and accepting customers’ orders for financed precious metals transactions and, in connection with those transactions, accepting at least \$1.6 million from those customers, including customers who were not ECPs or ECEs. As such, APAM acted as an unregistered FCM. This conduct violated Section 4d(a)(1) of the Act.

E. APAM Is Liable for the Violations of Its Agents

Under Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), as well as Regulation 1.2, 17 C.F.R. § 1.2 (2013), a principal is strictly liable for the violations of its agents made within the scope of the agents’ employment. *Rosenthal & Co. v. CFTC*, 802 F.2d 963, 966 (7th Cir. 1986). Kneller, along with APAM telemarketers, was an agent of APAM, and within the course and scope of their employment they violated Section 4(a) of the Act. APAM is therefore liable for these violations.

F. Kneller Is Liable for APAM’s Violations as Its Controlling Person Under Section 13(b) of the Act

Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), imposes liability on a person who, directly or indirectly, controls any person who has violated the Act or any rules, regulations, or orders issued pursuant to the Act, if that controlling person did not act in good faith or knowingly induced, directly or indirectly, the act or acts constituting the violation. *See In re First Nat’l Trading Corp.*, [1992-1994 Transfer Binder] Comm. Fut. L. Rep. (CCH) ¶ 26,142 at 41,787 (CFTC Jul. 20, 1994), *aff’d without opinion sub nom. Pick v. CFTC*, 99 F.3d 1139 (6th Cir. 1996).

Kneller was owner, president and chief executive officer of APAM, was the sole signatory on APAM's bank account, and was responsible for its day to day operations. Therefore, Kneller had both general control over APAM and specific control over the conduct underlying APAM's violations, *i.e.*, APAM's offering to enter into, entering into, and confirming the execution of retail financed precious metals transactions, and APAM's conducting an office and business in the United States for soliciting, accepting, and otherwise dealing in retail financed precious metals transactions. *See, e.g., R.J. Fitzgerald*, 310 F.3d at 1334 (recognizing an individual who "exercised the ultimate choice-making power within the firm regarding its business decisions" as a controlling person), *In re Spiegel*, [1987-1990 Transfer Binder] Comm. Fut. L. Rep. (CCH) ¶ 24,103 at 34,767 (CFTC Jan. 12, 1988) (evidence that a respondent is an officer, founder, principal, or the authorized signatory on the company's bank accounts indicates the power to control a company). He also was aware that APAM was not registered and allowed the business to continue.

Since Kneller committed and knowingly induced, directly or indirectly, the violations of the Act by APAM, and did not act in good faith, he is liable for those violations of the Act and Regulations pursuant to Section 13(b) of the Act.

V.

FINDINGS OF VIOLATIONS

Based on the foregoing, the Commission finds that, during the Relevant Period, the Respondents violated Sections 4(a) and 4d(a)(1) of the Act, 7 U.S.C. §§ 6(a) and 6d(a)(1).

VI.

OFFER OF SETTLEMENT

The Respondents have submitted an Offer in which they, without admitting or denying the findings and conclusions herein:

- A. Acknowledge receipt of service of this Order;
- B. Admit the jurisdiction of the Commission with respect to all matters set forth in this Order and for any action or proceeding brought or authorized by the Commission based on violation of or enforcement of this Order;
- C. Waive:
 - 1. the filing and service of a complaint and notice of hearing;
 - 2. a hearing;
 - 3. all post-hearing procedures;
 - 4. judicial review by any court;

5. any and all objections to the participation by any member of the Commission's staff in the Commission's consideration of the Offer;
 6. any and all claims that they may possess under the Equal Access to Justice Act, 5 U.S.C. § 504 (2012) and 28 U.S.C. § 2412 (2012), and/or the rules promulgated by the Commission in conformity therewith, Part 148 of the Commission's Regulations, 17 C.F.R. §§ 148.1-30 (2013), relating to, or arising from, this proceeding;
 7. any and all claims that they may possess under the Small Business Regulatory Enforcement Fairness 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 proceeding; and
 8. any claims of Double Jeopardy based on the institution of this proceeding or the entry in this proceeding of any order imposing a civil monetary penalty or any other relief;
- D. Stipulate that the record basis on which this Order is entered shall consist solely of the findings contained in this Order to which the Respondents have consented in the Offer;
- E. Consent, solely on the basis of the Offer, to the Commission's entry of this Order that:
1. makes findings by the Commission that the Respondents violated Sections 4(a) and 4d(a)(1) of the Act, 7 U.S.C. §§ 6(a) and 6d(a)(1);
 2. orders the Respondents to cease and desist from violating Sections 4(a) and 4d(a)(1) of the Act;
 3. orders the Respondents, jointly and severally, to pay restitution in the amount of four hundred seventy-eight thousand four hundred and seventy-four dollars (\$478,474), plus post-judgment interest;
 4. appoints the National Futures Association ("NFA") as "Monitor" to collect payments of the restitution of the Restitution Obligation from Respondents and make distributions pursuant to this Order;
 5. orders the Respondents, jointly and severally, to pay a civil monetary penalty of one hundred thousand dollars (\$100,000), plus post-judgment interest;
 6. orders that the Respondents be permanently prohibited from, directly or indirectly, engaging in trading on or subject to the rules of any registered entity (as that term is defined in Section 1a of the Act, as amended, 7 U.S.C. § 1a), and all registered entities shall refuse them trading privileges; and
 7. orders the Respondents and their successors and assigns to comply with the conditions and undertakings consented to in the Offer and as set forth in Part VII of this Order.

Upon consideration, the Commission has determined to accept the Respondents' Offer.

VII.

ORDER

Accordingly, IT IS HEREBY ORDERED THAT:

- A. The Respondents shall cease and desist from violating Sections 4(a) and 4d(a)(1) of the Act, 7 U.S.C. §§ 6(a) and 6d(a)(1) (2012).
- B. The Respondents shall, jointly and severally, pay restitution in the amount of four hundred seventy-eight thousand four hundred and seventy-four dollars (\$478,474) within ten (10) days of the date of entry of the Order ("Restitution Obligation"). Post-judgment interest shall accrue on the Restitution Obligation beginning on the date of entry of the Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Order pursuant to 28 U.S.C. § 1961.

The Respondents shall make their payments of the Restitution Obligation under this Order to NFA, the Monitor appointed in this matter. The Respondents shall make their payments of the Restitution Obligation under this Order in the name of the "APAM/Kneller (AmeriFirst Transactions) Settlement Fund" and shall send such payments by electronic funds transfer, U.S. postal money order, certified check, bank cashier's check, or bank money order to the Office of Administration, National Futures Association, 300 South Riverside Plaza, Suite 1800, Chicago, Illinois 60606, under a cover letter that identifies the paying Respondents and the name and docket number of this proceeding. The paying Respondent shall simultaneously transmit copies of the cover letter and the form of payment to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

The Monitor shall oversee Respondents' Restitution Obligation and shall have the discretion to determine the manner of distribution of such funds in an equitable fashion to Respondents' customers identified by the Commission or may defer distribution until such time as the Monitor deems appropriate. In the event that the amount of payments of the Restitution Obligation to the Monitor are of a *de minimis* nature such that the Monitor determines that the administrative cost of making a restitution distribution is impractical, the Monitor may, in its discretion, treat such restitution payments as civil monetary penalty payments, which the Monitor shall forward to the Commission, as discussed below.

- C. The Respondents shall, jointly and severally, pay a civil monetary penalty of one-hundred thousand dollars (\$100,000) within ten (10) days of the date of entry of this Order (the "CMP Obligation"). Post-judgment interest shall accrue on the CMP Obligation beginning on the date of entry of this Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Order pursuant to 28 U.S.C. § 1961 (2012). The Respondents shall pay the CMP Obligation by electronic funds

transfer, U.S. postal money order, certified check, bank cashier's check, or bank money order. If payment is to be made other than by electronic funds transfer, then the payment shall be made payable to the Commodity Futures Trading Commission and sent to the address below:

Commodity Futures Trading Commission
Division of Enforcement
ATTN: Accounts Receivables --- AMZ 340
E-mail Box: 9-AMC-AMZ-AR-CFTC
DOT/FAA/MMAC
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: (405) 954-5644

If payment is to be made by electronic funds transfer, the Respondents shall contact Nikki Gibson or her successor at the above address to receive payment instructions and shall fully comply with those instructions. The Respondents shall accompany payment of the CMP Obligation with a cover letter that identifies the paying Respondent and the name and docket number of this proceeding. The Respondents shall simultaneously transmit copies of the cover letter and the form of payment to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581 and to the Deputy Director, Division of Enforcement, Commodity Futures Trading Commission, 140 Broadway, 19th Floor, New York, NY 10005.


- D. Respondents are permanently prohibited from directly or indirectly engaging in trading on or subject to the rules of any registered entity (as that term is defined in Section 1a of the Act, 7 U.S.C. § 1a), and all registered entities shall refuse them trading privileges.
- E. Respondents and their successors and assigns shall comply with the following conditions and undertakings set forth in the Offer:
 - 1. The Respondents agree that they shall never, directly or indirectly:
 - a. enter into any transactions involving "commodity interests" (as that term is defined in Regulation 1.3(yy), 17 C.F.R. § 1.3(yy) (2014)), for Respondents' own personal account(s) or for any account(s) in which Respondents have a direct or indirect interest;
 - b. have any commodity interests traded on Respondents' behalf;
 - c. control or direct the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity interests;
 - d. solicit, receive, or accept any funds from any person for the purpose of purchasing or selling any commodity interests;

- e. apply for registration or claim exemption from registration with the Commission in any capacity, or engage 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); and/or
 - f. act as principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2014)), agent, or any other officer or employee of any person (as that term is defined in Section 1a(38) of the Act, 7 U.S.C. § 1a(38) (2012)) registered, required to be registered, or exempted from registration with the Commission, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2014).
2. Cooperation with Monitor: Respondents shall cooperate with the Monitor as appropriate to provide such information as the Monitor deems necessary and appropriate to identify Respondents' customers. Respondents shall execute any documents necessary to release funds that they have in any repository, bank, investment or other financial institution, wherever located, in order to make partial or total payment toward the Restitution Obligation.
 3. Cooperation with the Commission: Respondents shall cooperate fully and expeditiously with the Commission, including the Commission's Division of Enforcement, and any other governmental agency in this action, and in any investigation, civil litigation, or administrative matter related to the subject matter of this action or any current or future Commission investigation related thereto.
 4. Public Statements: The Respondents agree that neither they nor any of their successors and assigns, agents, or employees under their authority or control shall take any action or make any public statement denying, directly or indirectly, any findings or conclusions in the Order or creating, or tending to create, the impression that the Order is without a factual basis; provided, however, that nothing in this provision shall affect Respondents' (i) testimonial obligations; or (ii) right to take legal positions in other proceedings to which the Commission is not a party. The Respondents and their successors and assigns shall undertake all steps necessary to ensure that all of their agents and/or employees under their authority or control understand and comply with this agreement.
 5. Partial Satisfaction: Respondents understand that any acceptance by the Commission or the Monitor of partial payment of Respondents' Restitution Obligation or CMP Obligation shall not be deemed a waiver of their obligation to make further payments pursuant to the Order or a waiver of the Commission's right to seek to compel payment of any remaining balance.
 6. Change of Address/Phone: Until such time as Respondents satisfy in full their Restitution Obligation or CMP Obligation as set forth in this Order, Respondents shall provide written notice to the Commission by certified mail of any change to their telephone number and mailing address within ten (10) calendar days of the

change.

The provisions of this Order shall be effective as of this date.

By the Commission.



Christopher J. Kirkpatrick
Secretary of the Commission
Commodity Futures Trading Commission

Dated: September 29, 2015