

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. _____

U.S. COMMODITY FUTURES TRADING COMMISSION,

Plaintiff,

v.

NICHOLAS TRIMBLE,
CAPSTONE QUANTITATIVE ANALYSIS, INC. and
BEEKEEPERS FUND CAPITAL MANAGEMENT, LLC

Defendants.

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

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

I. SUMMARY

1. From at least July 2009 through August 2010, Nicholas Trimble (“Trimble”), individually, and as a controlling person and agent of Capstone FX Quantitative Analysis, Inc. (“Capstone”) and Beekeepers Fund Capital Management, LLC (“BKFCM”) (collectively, “Defendants”), fraudulently solicited and accepted at least \$717,000 from at least four members of the retail public for the purpose of trading off-exchange foreign currency contracts (“forex”) in a pool titled Beekeepers Fund, L.P. (“BKF” or “the fund”) using a proprietary, fully programmable, automated forex robot trading system known as the “Gladiator system,” which he claimed Capstone created and owned. In August 2010, BKFCM ceased trading after losing

\$558,344 of pool participants' funds, and, from September 2010 to the present, Trimble and Capstone solicited and accepted at least \$436,485 from at least one additional member of the retail public for the purpose of trading forex through a managed account using the Gladiator system.

2. From July 2009 to the present (the "relevant time"), Defendants solicited and accepted a total of \$1,153,485 from pool participants, and falsely represented to pool participants and prospective pool participants that Capstone actively managed more than \$5 million in forex trading accounts, that the Gladiator system was created by one of Capstone's computer programmers who had formerly worked for NASA, and had generated consistent profits of at least 3% per month over the past four years. However, Capstone and Trimble did not manage forex trading accounts for customers prior to July 2009, did not create the Gladiator system or any other trading system, and never had any employees other than Trimble, let alone an employee who formerly worked for NASA.

3. Additionally, Defendants misappropriated at least \$446,149.21 in funds they solicited and accepted from pool participants and used them for personal expenses, including food, clothing and gambling.

4. By virtue of this conduct and the conduct further described herein, Defendants have cheated and defrauded, or attempted to cheat and defraud, and willfully deceived, or attempted to deceive, retail forex customers in violation of Section 4b(a)(2)(A), (C) 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), 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. § 6b(a)(2)(A), (C).

5. Trimble owned and controlled BKFCM and Capstone and failed to act in good faith, or knowingly induced, directly or indirectly, the acts constituting the violations alleged herein. Therefore, Trimble is liable for BKFCM’s and Capstone’s violations of the Act pursuant to Section 13(b) of the Act, as amended, to be codified at 7 U.S.C. § 13c(b).

6. At all relevant times, Trimble, along with other employees, agents, representatives, and officers of BKFCM and Capstone, committed the acts, omissions and failures alleged herein within the course and scope of their employment, agency, or office with BKFCM and Capstone. Therefore, BKFCM and Capstone are liable under Section 2(a)(1)(B) of the Act, as amended, to be codified at 7 U.S.C. § 2(a)(1)(B), and Commission Regulation 1.2, 17 C.F.R. § 1.2 (2011), as principals for the violations of the Act committed by Trimble and their other employees, agents, representatives, and officers.

7. 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, 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.

8. Unless restrained and enjoined by this Court, Defendants are 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. This Court has jurisdiction over this action pursuant to Section 6c of the Act, as amended, to be codified at 7 U.S.C § 13a-1, which provides that whenever it shall appear to the Commission that any person 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, the Commission may bring an action against such person to enjoin such practice or to enforce compliance with the Act.

10. The Commission has jurisdiction over the forex solicitations and transactions at issue in this case pursuant to Sections 2(c)(2)(C) and 6c of the Act, as amended, to be codified at 7 U.S.C. §§ 2(c)(2)(C) and 13a-1.

11. Venue properly lies with the Court pursuant to Section 6c(e) of the Act, as amended, to be codified at 7 U.S.C. § 13a-1(e), because Defendants reside in this District, most of Defendants' pool participants reside in this District, and certain transactions, acts, practices, and courses of business alleged herein to have violated the Act occurred, are occurring, and/or are about to occur within this District.

III. PARTIES

A. Plaintiff

12. The **U.S. Commodity Futures Trading Commission** is an independent federal regulatory agency charged by Congress with the responsibility for administering and enforcing

the provisions of the Act, as amended, to be codified at 7 U.S.C. §§ 1 *et seq.*, and the Commission Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* (2011). The Commission maintains its principal office at Three Lafayette Centre, 1155 21st Street, NW, Washington, DC 20581.

B. Defendants

13. Defendant **Nicholas Trimble** is twenty-nine (29) years old and resides in Denver, Colorado. Trimble is the registered agent of Capstone, and is the founder, incorporator, director, president, and manager of BKFCM and Capstone. Trimble is an authorized signatory on bank accounts in the names of Capstone and BKF and managed a forex trading account in the name of BKF. Trimble was registered with the Commission as an associated person (“AP”) of MF Global, Inc. from September 19, 2007 until January 15, 2008, when his registration was voluntarily withdrawn. Trimble has not been registered in any capacity with the Commission since January 15, 2008.

14. Defendant **Capstone FX Quantitative Analysis, Inc.** is a Colorado corporation formed by Trimble on or about July 23, 2009. Its principal place of business is Trimble’s residence in Denver, Colorado. Capstone solicits members of the retail public for the purpose of trading forex on behalf of its pool participants in managed accounts through a power of attorney using Capstone’s “complex software” known as the Gladiator system. Capstone also claims to have created, and own, the Gladiator system. Capstone has never been registered with the Commission in any capacity.

15. Defendant **Beekeepers Fund Capital Management, LLC** is a Delaware limited liability company formed by Trimble and others on or about September 23, 2009, but currently is

in default for failure to file an annual report with the state. Its principal place of business is Trimble's residence in Denver, Colorado. During the relevant time, BKFCM was the fund's general partner and had the exclusive right and authority to manage, operate and conduct the business of the fund. BKFCM has never been registered with the Commission in any capacity.

IV. RELATED ENTITIES

16. **Beekeepers Fund, L.P.** is a Delaware limited partnership formed by Trimble on or about September 23, 2009, but currently is in default for failure to file an annual report. Its principal place of business is Trimble's residence in Denver, Colorado. BKF is a fund that accepts participant deposits for the purpose of pooling them to trade forex pursuant to the Gladiator system. BKF is the limited partner of BKFCM.

17. **High Country Hedge, LLC** ("HCH") is a Colorado limited liability corporation formed on or about September 25, 2009 by one of BKF's participants, James Harvey ("Harvey"), but is currently in default status for failure to file an annual report. Its principal place of business is Harvey's residence, which is in Parker, Colorado. Harvey formed HCH at Trimble's direction for the purpose of acting as a feeder fund to BKF, and Harvey solicited his friends and business associates to pool their funds for the purpose of trading forex through BKF. HCH has never been registered with the Commission in any capacity. During the relevant time, HCH maintained a bank account in its name and Trimble and Harvey were authorized signatories on the account.

18. **OSIRIS FX** purports to be a British Virgin Islands Registered Corporation located in Tortola, British Virgin Islands, engaged in the business of forex trading. The principals of OSIRIS FX are believed to be Glenn Anthony Manterfield ("Manterfield") and

Evan Andersen (“Andersen”). Neither OSIRIS FX nor Manterfield has ever been registered with the Commission in any capacity. Andersen was registered with the Commission as an AP of IFX Markets Inc. from December 12, 2004 through July 18, 2006, and as an AP of Andersen Trading, LLC (“Andersen”) from October 31, 2006 through December 5, 2007, where he was also a principal. Andersen’s registration was terminated in April 2008 after he and Manterfield were named as defendants in *SEC v. Lydia Capital, LLC*, Case No.: 07-cv-10712 (D. Mass. April 12, 2007), in connection with a hedge fund fraud involving life insurance policies, and a preliminary injunction was entered against them. Andersen failed to disclose entry of the preliminary injunction to the National Futures Association, which is a basis for termination of his registration with the Commission pursuant to Section 8a(3) of the Act. Manterfield, Andersen, and OSIRIS FX are presently the subjects of a pending administrative action filed on March 3, 2011 by the Massachusetts Securities Division, *In the Matter of OSIRIS FX: Evan Andersen, Glenn Anthony Manterfield, Alberto Sciola Jr. and FX Capital Services*, Dkt. No. E-2010-0077 (Mass. Sec. Div., Mar. 3, 2011), for their alleged violations of the Massachusetts Uniform Securities Act in soliciting investors to trade forex. During the relevant time, BKF participant funds were wired to an account at OSIRIS FX in Trimble’s name.

19. **MIG Investments S.A.**, now known as MIG Banque S.A. (“MIG”), is a Swiss bank located in Neuchatel, Switzerland, that operates as a foreign exchange dealer. MIG is regulated and supervised by the Swiss Financial Market Supervisory Authority as a bank and securities dealer. Trimble claimed that he traded forex on-line through MIG with at least \$408,000 of BKF’s funds pursuant to the Gladiator system and lost approximately \$252,000 of those funds. MIG has never been registered with the Commission in any capacity.

V. FACTS

A. Defendants' Fraudulent Solicitations

20. Since at least June 2009, Defendants have solicited the public to invest with them for the purpose of trading forex in a commodity pool or managed account that would be traded pursuant to the Gladiator system by making the following misrepresentations and omissions of material fact:

- a) Capstone actively manages more than \$5 million in forex trading accounts;
- b) Capstone owns the Gladiator system, and it was created by one of Capstone's computer programmers who formerly worked for NASA;
- c) the Gladiator system has never had a losing month, is a "machine that prints money," and over time, by using the Gladiator system, BKF would be "a billion dollar fund;"
- d) during the last four years, the Gladiator system consistently earned profits of at least 3% per month, while limiting the maximum draw downs in any month to 20% through the use of a hedging strategy that limits the market exposure of the Gladiator system's forex positions;
- e) Capstone received a \$20 million offer to purchase the Gladiator system, but turned it down because the Gladiator system was too valuable; and
- f) BKF secured a commitment from Gain Capital, a registered futures commission merchant, to invest \$5 million with the fund for the purpose of trading forex pursuant to the Gladiator system based on the Gladiator system's capabilities and proven success.

21. All of these statements are false. Capstone, BKFCM and Trimble knew that these misrepresentations were false or recklessly disregarded the truth while making them, and they failed to disclose that they were not successful forex traders, had not traded forex for customers prior to July 2009, and did not create the Gladiator system or any forex trading system.

22. The above misrepresentations and omissions of material facts convinced Harvey to follow Trimble's suggestion that Harvey form HCH and solicit and accept funds from his friends and colleagues for the purpose of trading forex with BKF pursuant to the Gladiator system.

23. The above misrepresentations and omissions of material facts also convinced Jeffery Groendyke ("Groendyke") and his JG Forex Fund ("JGF") to invest \$436,485 of its pool participants' funds with Trimble and Capstone for the purpose of trading forex in a Capstone managed account.

B. Structure of Defendants' Fraud

Capstone, BKF and HCH

24. In September 2009, Trimble told Harvey that he was raising money from participants to trade forex through a hedge fund he created called BKF using the Gladiator system and that BKFCM would manage BKF.

25. On or about September 25, 2009, at Trimble's suggestion, Harvey formed HCH and, between October and December 2009, raised and pooled approximately \$122,500 from eight friends and business colleagues to trade forex through BKF. During Harvey's discussions with pool participants, Harvey repeated what Trimble had told him about the Gladiator system, referred them to a link for Capstone's website, and explained that Trimble was a successful forex trader who managed millions of dollars in forex trading accounts.

26. In December 2009, Harvey told Trimble that he wanted to visit Capstone's office in Utah, where Trimble claimed the Gladiator system developers worked, to learn more about the Gladiator system. Capstone did not actually have an office in Utah. Instead, Trimble arranged a

webinar meeting, supposedly with Capstone's computer software designers in Utah, and Trimble and Harvey attended. During the webinar, Trimble introduced Harvey to an individual named Josh Christensen ("Christensen"), who pretended to be the head technology person at Capstone's office in Utah, and who answered Harvey's questions about the Gladiator system.

27. In July 2011, Trimble admitted to Harvey that Capstone did not own or create the Gladiator system, that neither he nor Capstone had ever managed forex trading accounts for any other customers, and, therefore, never managed accounts that earned consistent profits of 3% per month, that Capstone did not have an office in Utah, and that Christianson never worked for Trimble or Capstone.

Groendyke and JGF

28. Groendyke was introduced to Trimble in late August 2010 by a mutual acquaintance, who informed Groendyke that Trimble could help him recoup JGF's forex trading losses, which were approximately \$324,000. In addition to the misrepresentations and omissions of material fact above, Trimble represented to Groendyke that he could recoup JGF's forex trading losses by trading forex for the pool pursuant to Capstone's forex trading system. Groendyke agreed to allow Trimble and Capstone to trade for the JGF pool and retain any profits earned from trading the JGF pool's accounts after Trimble recouped the amount of JGF's forex trading losses.

29. Consequently, Groendyke sent Trimble \$436,485, the amount remaining in the JGF pool, between September and November 2010, with the understanding that Trimble would use the funds to trade forex pursuant to Capstone's forex trading system and try to recoup the losses. Instead, Trimble misappropriated all but approximately \$29,000 of the funds.

C. Defendants' Forex Trading

30. On December 4, 2009, Trimble transferred \$408,000 of the \$717,000 he solicited and accepted from BKF's pool participants from BKF's bank account into an account at MIG. Trimble told Harvey and Michael Sajdak ("Sajdak"), a BKF participant and one of Harvey's co-workers, who had become the Chief Financial officer of BKFCM, that he began trading the account at MIG pursuant to the Gladiator system in December 2009.

31. On December 11, 2009, Trimble transferred \$309,000 of pool participants' funds from BKF's bank account into an account at OSIRIS FX. Trimble told Harvey and Sajdak that he began trading the account at OSIRIS FX pursuant to the Gladiator system on or about February 15, 2010.

32. On or about February 12, 2010, Sajdak and Harvey noticed from review of certain account statements that they received from MIG, and review of the purported trading activity in the BKF account at OSIRIS FX via an on-line platform, that the BKF account had lost 47% of its value. When they asked Trimble about the losses, he told them that the losses were due to poor performance of the Gladiator system.

33. BKF's accounts at MIG and OSIRIS FX continued to suffer trading losses in the spring of 2010. By the end of May 2010, Sajdak and Harvey decided that Trimble should cease trading the MIG and OSIRIS FX accounts, and withdraw the \$158,656 combined remaining balance, which he did. Consequently, MIG transferred \$65,586, which on information and belief was the remaining balance in the account, to BKF in June 2010. OSIRIS FX wired \$88,070, which on information and belief was \$5,000 less than the remaining balance in the account, to a bank account in the name of BKF in two installments in August and September 2010.

Approximately \$129,680 of the funds were distributed to the BKF's pool participants, including Harvey and Sajdak, on a pro-rata basis, leaving a \$36,639.21 balance, which was transferred to the HCH bank account.

D. Misappropriation

34. In August 2010, Trimble met with HCH participants and suggested that they allow him to invest the remaining \$36,639.21 to attempt to recoup their forex trading losses. To persuade them to agree to his plan, Trimble offered to execute promissory notes with pool participants for the full amount of their investment, due and payable on January 15, 2011, if they would allow him to invest the \$36,639.21, and they agreed. However, instead of investing the \$36,639.21 in an attempt to recoup the trading losses as Trimble promised, Trimble used the funds for food, clothing, rent, and gambling. To date, Trimble has neither repaid any of the promissory notes nor returned any of the \$36,639.21.

35. Of the \$436,485 that Trimble accepted from Groendyke between September 2010 and November 2010 for the purpose of trading forex for the JGF pool pursuant to Capstone's forex trading system, approximately \$35,000 was deposited into Capstone's bank account in September 2010, and a total of approximately \$401,485 was deposited into a bank account in the name of Trimble's wife, Jessica Geiss ("Geiss"), in various installments in October and November 2010. Trimble withdrew approximately \$272,000 in cash and cashier's checks, told Geiss that she could keep \$72,000, spent at least \$28,000 on personal expenses, including travel, rent, dining and other retail purchases, gambled with at least \$14,000, sent approximately \$18,600 to a law firm for a purported real estate venture, and returned at least \$29,000 to Groendyke. Trimble did not use any of the funds to trade forex.

36. On or about March 2011, Groendyke asked Trimble what had happened to JGF's funds; Trimble falsely informed him that all of the funds in Capstone's bank account, including funds received from JGF, had been frozen by the FBI, when, in reality, Capstone's bank account was closed in February 2011, and Trimble had misappropriated the funds. Trimble did not provide an explanation as to what happened to the funds deposited into Geiss' bank account.

E. Trimble's Control of BKFCM and Capstone

37. Trimble is a founder, principal, president and manager of BKFCM and the founder, owner, and president of Capstone, and during the relevant time, held himself out to the public as such. Trimble managed the day to day operations of BKFCM and Capstone, and solicited members of the retail public to trade forex both verbally and through Capstone's websites. Trimble was also responsible for conducting all of the forex trading on behalf of BKFCM's pool participants. During the relevant time, Trimble was the sole authorized signatory on a bank account in the name of Capstone and an authorized signatory on bank accounts in the names of BKF and HCH.

F. The Nature of the Transactions

38. Defendants are not financial institutions, registered brokers or dealers, insurance companies, financial holding companies, or investment bank holding companies or the associated persons of financial institutions, registered brokers or dealers, insurance companies, financial holding companies, or investment bank holding companies.

39. Neither the Defendants, nor any of the Defendants' customers were and are not "eligible contract participants" as that term is defined in Section 1a of the Act, as amended, to be codified 7 U.S.C. § 1a.

40. The forex transactions conducted by Defendants were entered into on a leveraged or margined basis, and neither resulted in delivery of actual currency within two days nor created an enforceable obligation to deliver 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 remain open from day to day and ultimately are offset without anyone making or taking delivery of actual currency (or facing an obligation to do so).

VI. VIOLATIONS OF THE COMMODITY EXCHANGE ACT

COUNT ONE:

**Violations of Section 4b(a)(2)(A), (C) of the Act
(Fraud in Connection with Forex)**

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

42. Section 4b(a)(2)(A), (C) of the Act, as amended, to be codified at 7 U.S.C. § 6b(a)(2)(A), (C), makes it unlawful:

(2) 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, or swap, 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

43. Section 4b(a)(2)(A), (C) of the Act applies to the Defendants' forex transactions "as if" they were a contract of sale of commodity for future delivery. *See* Section 2(c)(2)(C)(iv) of the Act, as amended, to be codified at 7 U.S.C. § 2(c)(2)(C)(iv).

44. As set forth above, from at least July 2009 through the present, Defendants cheated or defrauded, or attempted to cheat or defraud, and willfully deceived, or attempted to deceive, their pool participants or potential pool participants by, among other things, making material misrepresentations and/or failing to disclose material facts to them, and misappropriating their funds, and knowingly or recklessly engaging in such acts and practices in violation of Section 4b(a)(2)(A), (C) of the Act, as amended, to be codified at 7 U.S.C. § 6b(a)(2)(A), (C).

45. Trimble controlled BKFCM and Capstone, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, BKFCM's and Capstone's conduct alleged in this Complaint. Therefore, pursuant to Section 13(b) of the Act, as amended, to be codified at 7 U.S.C. § 13c(b), Trimble is liable for BKFCM's and Capstone's violations of Section 4b(a)(2)(A), (C) of the Act, as amended, to be codified at 7 U.S.C. § 6b(a)(2)(A), (C).

46. The foregoing acts, omissions, and failures of Trimble and others occurred within the scope of their employment, office or agency with BKFCM and Capstone. Therefore, BKFCM and Capstone are liable for these acts, omissions, and failures pursuant to Section 2(a)(1)(B) of the Act, as amended, to be codified at 7 U.S.C. § 2(a)(1)(B), and Commission Regulation 1.2, 17 C.F.R. § 1.2 (2011).

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

VII. RELIEF REQUESTED

WHEREFORE, the CFTC respectfully requests that this 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, enter:

A. An order finding that Defendants violated Section 4b(a)(2)(A), (C) of the Act, as amended, to be codified at 7 U.S.C. § 6b(a)(2)(A), (C);

B. A statutory restraining order and an order of preliminary injunction pursuant to Section 6c(a) of the Act restraining Defendants and all persons or entities insofar as they are acting in the capacity of their 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. Destroying, mutilating, concealing, altering or disposing of any books and records, documents, correspondence, brochures, manuals, electronically stored data, tape records or other property of Defendants, wherever located, including all such records concerning Defendants' business operations;
2. Refusing to permit authorized representatives of the Commission to inspect, when and as requested, any books and records, documents, correspondence, brochures, manuals, electronically stored data, tape records or other property of Defendants, wherever located, including all such records concerning Defendants' business operations; and

3. Withdrawing, transferring, removing, dissipating, concealing or disposing of, in any manner, any funds, assets, or other property, wherever situated, including, but not limited to, all funds, personal property, money or securities held in safes or safety deposit boxes and all funds on deposit in any financial institution, bank or savings and loan account, whether domestic or foreign, held by, under the control of, or in the name of the Defendants.

C. Enter orders of preliminary and permanent injunction enjoining Defendants and all persons insofar as they are acting in the capacity of their 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 Section 4b(a)(2)(A), (C) of the Act, as amended, to be codified at 7 U.S.C. § 6b(a)(2)(A), (C);
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, 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 Commission 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 Commission 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 Commission 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 Commission Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2011).

D. 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 pool participants 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 July 1, 2009 to the date of such accounting, and (ii) all disbursements for any purpose whatsoever of funds received from pool participants and other persons, including salaries, commissions, fees, loans, and other disbursements of money and property of any kind, from July 1, 2009 to and including the date of such accounting;

E. 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 Defendants, 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;

F. Enter an order requiring Defendants, and any of their successors, agents, employees or assigns, to disgorge to the Commission 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;

G. Enter an order directing Defendants, and any of their successors, agents, employees or assigns, 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 participants whose funds were received by Defendants as a result of the acts and practices that constitute violations of the Act as described herein;

H. Enter an order requiring Defendants to make restitution by making whole each and every pool participant or other person or entity whose funds were received or utilized by them in violation of the provisions of the Act as described herein, including pre- and post-judgment interest;

I. Enter an order requiring Defendants to pay civil monetary penalties under the Act, to be assessed by the Court, in amounts of not more than the higher of \$140,000 for each violation of the Act occurring on or after October 22, 2008 or triple the monetary gain to Defendants for each violation of the Act described herein, plus post-judgment interest;

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

K. Enter an Order providing such other and further relief as this Court may deem necessary and appropriate under the circumstances.

Date: November 7, 2011

Respectfully Submitted By,

/s/ Brigitte Weyls

Brigitte Weyls
Trial Attorney
Illinois ARDC # 6278696
bweysl@cftc.gov

/s/ Susan Gradman

Susan Gradman
Senior Trial Attorney
Illinois ARDC #6225060
sgradman@cftc.gov

/s/ Scott Williamson

Scott Williamson
Deputy Associate Director
Illinois ARDC #6191293
swilliamson@cftc.gov

/s/ Rosemary Hollinger

Rosemary Hollinger
Associate Director
Illinois ARDC # 3123647
rhollinger@cftc.gov

Commodity Futures Trading Commission
525 West Monroe Street, Suite 1100
Chicago, Illinois 60661
(312) 596-0547 (Weyls)
(312) 596-0523 (Gradman)
(312) 596-0560 (Williamson)
(312) 596-0520 (Hollinger)
(312) 596-0700 (office number)