

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS

U.S. COMMODITY FUTURES TRADING COMMISSION,	)	
	)	Civil Action No.
Plaintiff,	)	
	)	
v.	)	COMPLAINT FOR INJUNCTIVE AND
	)	OTHER EQUITABLE RELIEF AND FOR
GID Group, Inc., Roger Wagner, and Rodney Wagner,	)	CIVIL PENALTIES UNDER THE
	)	COMMODITY EXCHANGE ACT, AS
	)	AMENDED, 7 U.S.C. §§ 1, <i>et seq.</i>
Defendants.	)	
	)	
	)	
	)	
	)	

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

**I. SUMMARY**

1. From at least February 2010 and continuing through at least November 2010 (“the Relevant Period”), GID Group, Inc. (“GID”), by and through its officers and agents, Rodney Wagner and Roger Wagner (“the Wagner brothers”) (GID, Rodney Wagner and Roger Wagner collectively, “Defendants”), fraudulently solicited at least \$5.5 million from at least 99 members of the general public for the purpose of participating in a pooled investment vehicle trading in off-exchange agreements, contracts or transactions in foreign currency (“forex” or “foreign currency”) on a leveraged or margined basis.

2. In soliciting actual and prospective GID customers, the Wagner brothers, knowingly, willfully, or with reckless disregard for the truth thereof, made the following misrepresentations and omitted the following material facts, among others: (1) the misrepresentation that they were experienced and successful forex traders whose trading

generated 6% returns per day; (2) the misrepresentation that all customer funds would be traded in the forex market; (3) the omission that the Wagner brothers misappropriated the majority of customer funds; and (4) the omission that the forex trading accounts into which a small portion of customer funds was deposited actually sustained net trading losses and/or returned no profits to GID. Additionally, the Wagner brothers concealed and/or perpetuated their fraud by making weekly payouts of “returns” knowing that in fact GID had obtained no profits through forex trading.

3. Upon information and belief, the Defendants operated a “Ponzi” scheme by paying so-called returns to customers with those customers’ own money or the money of other customers. In doing so, the Defendants misappropriated customer funds. The Defendants also misappropriated customer funds for personal use and to pay consultant or broker fees to third parties.

4. By dint of this conduct and the further conduct described herein, Defendants engaged, are engaging, or are about to engage in acts and practices in violation of Sections 4b(a)(2)(A) and (C) of the Commodity Exchange Act (“CEA” or 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”)), § 13102, 122 Stat. 1651 (enacted June 18, 2008), to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C)).

5. Defendants Rodney Wagner and Roger Wagner each committed the acts alleged herein within the course and scope of his employment, office or agency with GID. GID is therefore liable pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2006), and Regulation 1.2, 17 C.F.R. § 1.2 (2010), as principal for Rodney Wagner’s and Roger Wagner’s violations of the Act.

6. Defendants Rodney Wagner and Roger Wagner are controlling persons of GID

and did not act in good faith or knowingly induced, directly or indirectly, the alleged violative acts by this entity. Therefore, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2006), Rodney Wagner and Roger Wagner are each liable for GID's violations of the Act.

7. Accordingly, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006), and Section 2(c)(2) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 2(c)(2), the Commission brings this action to enjoin Defendants' unlawful acts and practices, to compel their compliance with the Act, as amended by the CRA, and to enjoin Defendants from engaging in certain commodity or foreign currency related activities. In addition, the Commission seeks civil monetary penalties and remedial ancillary relief, including, but not limited to, restitution, disgorgement, rescission, pre- and post-judgment interest, trading and registration bans, an accounting, and such other relief as the 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, 7 U.S.C. § 13a-1 (2006), and Sections 2(c)(2)(C)(i)-(iii) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 2(c)(2)(C)(i)-(iii). Section 6c(a) of the Act authorizes the Commission to seek injunctive relief against any person whenever it shall appear to the Commission that such person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of the Act or any rule, regulation, or order thereunder.

10. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2006), because Defendants are found in, inhabit, and/or transacted business in this

District, and certain of the transactions, acts, courses of business and practices in violation of the Act alleged herein have occurred, are occurring, and/or are about to occur within this District.

### III. THE PARTIES

#### A. Plaintiff

11. Plaintiff **U.S. Commodity Futures Trading Commission** is an independent federal regulatory agency that is charged by Congress with the administration and enforcement of the Act, as amended by the CRA and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (“Dodd-Frank”), 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. § 1 et seq., and the Commission’s Regulations promulgated there under, 17 C.F.R. §§ 1.1 et seq. (2011). The Commission maintains its principal office at Three Lafayette Centre, 1155 21<sup>st</sup> Street NW, Washington, D.C. 20581.

#### B. Defendants

12. Defendant **GID Group Inc.** is a Texas corporation whose primary business address is 7211 Bucanero, Grand Prairie, Texas 75054. GID has never been registered with the Commission in any capacity. GID has never been a financial institution, registered broker or dealer, insurance company, financial holding company, or investment bank holding company or associated person of such entities.

13. Defendant **Rodney Wagner**, who resides in Grand Prairie, Texas, is the President and a controlling person of GID. He has never been registered with the Commission in any capacity. He is not an associated person of a financial institution, registered broker or dealer, insurance company, financial holding company, or investment bank holding company.

14. Defendant **Roger Wagner**, who resides in Grand Prairie, Texas, is the Vice

President and a controlling person of GID. He has never been registered with the Commission in any capacity. He is not an associated person of a financial institution, registered broker or dealer, insurance company, financial holding company, or investment bank holding company.

#### IV. FACTS

##### A. **Operation of GID**

15. During the Relevant Period, GID, through the Wagner brothers, solicited and accepted at least \$5.5 million from at least 99 retail customers, for the purpose of trading off-exchange forex contracts on a leveraged or margined basis. GID obtained customers through the Wagner brothers' direct solicitations and through word of mouth. In these solicitations, the Wagner brothers represented to actual and prospective customers that their funds would be used to trade off-exchange forex contracts. Upon information and belief, the Wagner brothers generally solicited members of their church congregation and the members' families, friends and acquaintances.

16. In order to trade, GID required actual and prospective customers to execute an agreement and deposit a minimum amount of funds, typically \$10,000, into a bank account held in the name of GID at JP Morgan Chase Bank ("JPMC"). The agreement stated that "After five weeks the [customer] will be locked into the program until initial [fifteen, twenty or forty] weeks are completed" and that "All Principal funds shall be secured for five weeks." The GID agreements did not provide for payment of compensation to or expenses for GID, the Wagner brothers or any other individual or entity. One of the Wagner brothers signed each agreement on behalf of GID.

17. Additionally, a document accompanying the GID agreement represented to actual

and prospective GID customers that all of the customers' funds would be traded, stating in part:

- “Your deposit with the GID Group Inc. automatically means your funds will be invested ‘in the market’;” and
- “Time is of the essence by signing this document first party agrees to wire funds within twenty four hrs so funds may be invested as soon as possible to insure maximum returns...”

18. Attached to the agreement, each of the Wagner brothers provided GID customers with, among other things, a schedule of weekly returns to be paid to the customer (“payout schedule”). During the Relevant Period, the payout schedules that each the Wagner brothers delivered to prospective customers promised at least a 200% return on their principal, to be paid over 15, 20, or 40 weeks. The agreement stated that “All amounts are based on five days of trading.” Both Wagner brothers delivered the agreements, with attachments, to actual and prospective customers via email.

19. During the Relevant Period, GID made weekly payments to GID customers according to each customer's payout schedule. Payments were made by check or wire transfer from GID bank accounts.

20. In November 2010, GID stopped making weekly payments to GID customers and to date has failed to refund to most, if not all, customers their principal.

**B. The Wagner Brothers' Forex Trading**

21. At no time during the Relevant Period did GID maintain any forex trading account in its name with any forex trading firm.

22. During the Relevant Period, the Wagner brothers maintained joint forex trading accounts in their own names at FX Direct Dealer LLC (“FXDD”) and Forex Capital Markets

Ltd. ("FXCM Ltd."), the London affiliate of Forex Capital Markets LLC or "FXCM LLC." Both FXDD and FXCM LLC are Futures Commission Merchants ("FCMs") registered with the Commission. Upon information and belief, the Wagner brothers neither held nor controlled any other forex trading accounts before or during the Relevant Period.

23. The Wagner brothers' joint forex trading account at FXDD was opened in March 2010 and remains open to date. Rodney Wagner is the "primary account holder" on this account.

24. During the Relevant Period, the Wagner brothers deposited \$120,000 of GID customer funds into their forex trading account at FXDD. During the Relevant Period, this trading account sustained net losses of at least \$70,000. No funds were ever transferred from the FXDD trading account back to GID.

25. The Wagner brothers' joint forex trading account at FXCM Ltd. was opened in May 2010 and remains open to date.

26. During the Relevant Period, the Wagner brothers deposited \$470,000 of GID customer funds into their forex trading account at FXCM Ltd. This trading account sustained net losses of at least \$373,000. No funds were ever transferred from the FXCM Ltd. trading account back to GID.

27. Neither the Defendants nor the firms that were counterparties to the foreign currency transactions were financial institutions, registered brokers or dealers, insurance companies, financial holding companies, or investment bank holding companies or associated persons of such entities.

28. Some or all of Defendants' customers were not "eligible contract participants" as that term is defined in the Act. *See* Section 1a(12)(A)(xi) of the Act, 7 U.S.C. § 1a(12)(A)(xi) (2006).

29. The forex transactions conducted by the Wagner brothers in the FXDD and FXCM Ltd. accounts, using customer funds, were entered into on a leveraged or margined basis. In short, FXDD and FXCM Ltd. required the Wagner brothers to deposit only a percentage of the nominal value of the foreign currency contracts that they traded in this account.

30. The forex transactions conducted by the Wagner brothers in the FXDD and FXCM Ltd. accounts 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 remained open from day to day and ultimately were offset without anyone making or taking delivery of actual currency (or facing an obligation to do so).

**C. GID Defendant's Misappropriation of Customer Funds**

31. During the Relevant Period, GID, through the Wagner brothers, paid approximately \$4.5 million in purported returns to GID customers and \$260,000 in consultant and broker fees to third parties from bank accounts holding GID customer funds.

32. Because there were no actual forex trading profits returned to GID from either the FXDD or FXCM Ltd. trading accounts nor any other funds deposited into GID accounts by the Wagner brothers, the purported returns paid to GID customers, as well as any fees and other sums paid out by GID, came from existing customers' original deposits or funds deposited by new customers rather than any returns generated by the Wagner brothers' trading. In short, the Wagner brothers operated a Ponzi scheme. Thus, all funds paid to GID customers as purported returns and all funds paid out by GID as consultant or broker fees were misappropriated.

33. Additionally, during the Relevant Period, the Wagner brothers misappropriated approximately \$657,000 in GID customer funds to which they were not entitled.



34. Specifically, between March 2010 and June 2010, the Wagner brothers transferred \$120,000 in customer funds from GID's bank account at JPMC to a bank account at JPMC held in the name of Rodney Wagner. Subsequently, \$120,000 was transferred from Rodney Wagner's JPMC bank account into the Wagner brothers' FXDD forex trading account. No funds were returned to GID's bank accounts from the FXDD forex trading account or from the Wagner brothers' personal bank accounts.

35. Additionally, between May 2010 and June 2010, the Wagner brothers transferred \$470,000 in customer funds from GID's bank account at JPMC into Rodney Wagner's bank account at JPMC and subsequently into the Wagner brothers' FXCM Ltd. forex trading account. No funds were returned to GID's bank accounts from the FXDD forex trading account or from the Wagner brothers' personal bank accounts.

36. Finally, during the Relevant Period, the Wagner brothers made withdrawals from GID's JPMC bank accounts for personal expenses totaling \$67,000. These withdrawals included payments to themselves and another entity they co-owned, as well as debit card purchases for restaurants, gas stations, retail stores, and utilities.

**D. The Wagner Brothers' Material Misrepresentations and Omissions**

37. During the Relevant period, in the course of their solicitations of actual and prospective customers and throughout the period of time that such individuals remained GID customers, the Wagner brothers each made misrepresentations and omissions of material fact. Based on the Wagner brothers' misrepresentations and omissions, actual and prospective GID customers entered into agreements and deposited funds.

38. During the Relevant period, both Wagner brothers provided to actual and prospective GID customers payout schedules that falsely promised returns of at least 200% and

represented that the customer's funds were invested "in the market." In fact, only a small portion of customer funds was deposited into forex trading accounts, the Wagner brothers' forex trading produced no profits and the Wagner brothers misappropriated the majority of customer funds.

39. On March 31, 2010, in the course of a GID solicitation, Roger Wagner sent an email to a prospective customer which incorporated what appeared to be a daily statement, dated March 25, 2010, for a profitable forex account in the name of GID. In the email, Roger Wagner knowingly and falsely represented to the prospective customer "...here is a snap shot of a couple of hours of work from our trader. As you will see some serious cash being made and this is a great opportunity to take advantage of." The representation in the March 31, 2010, email was false because the statement in fact was for a demonstration account in the name of a third party and not from a live GID or Wagner brothers trading account in which any funds were traded or placed at risk.

40. In or about April 2010, the Wagner brothers met with other prospective customers in Dallas, Texas, to solicit them to trade with GID. During this meeting, both Wagner brothers falsely represented that:

- they had been successfully trading forex for two to three years; and
- GID was earning returns of 6% per day through their forex trading.

In fact, as of April 2010, the Wagner brothers' FXDD trading account had only been open for approximately one month and the Wagner brothers' forex trading had produced no profits to GID. Moreover, the Wagner brothers misappropriated, rather than traded, the majority of customer funds.

41. In or about May 2010, the Wagner brothers met with a prospective customer at one of the Wagner brothers' homes near Dallas, Texas to solicit them to deposit funds with GID.

During this meeting the Wagner brothers falsely represented that:

- they were successful forex traders; and
- they could return principal plus a 200% rate of return.

In or about August 2010, the Wagner brothers represented to the same prospective customer that the trading was going great. In fact, as of May 2010 and August 2010, the Wagner brothers' FXDD and FXCM Ltd. trading accounts had produced no profits to GID. Moreover, the Wagner brothers misappropriated, rather than traded, the majority of customer funds.

42. The Wagner brothers knew that the above representations were false, misleading, and/or deceptive because during the Relevant Period they did not maintain a forex trading account in GID's name; the Wagner brothers had no forex trading accounts prior to March 2010; the Wagner brothers used the majority of GID customer funds to pay so-called returns to other customers, pay their own personal expenses and pay consultant or broker fees; and the Wagner brothers' personal forex trading account at FXDD sustained net losses.

43. During the Relevant period, the Wagner brothers failed to disclose to actual and/or prospective customers, that:

- Their personal forex trading accounts at FXDD and FXCM Ltd. sustained net losses;
- Only a small portion of GID customer funds was invested in the forex market; and
- They misappropriated the majority of customer funds to pay other customers' purported profits, to pay consultant or broker fees, and for the Wagner brothers' personal use.

44. The Wagner brothers were required to disclose such material information

because, in documents and emails and in personal conversations with actual and prospective customers, they knowingly or willfully represented that they were experienced and successful forex traders who were generating 6% returns per day trading forex and who could generate at least 200% returns for customers in 15 to 40 weeks. The Wagner brothers were required to disclose the truth about their experience and trading performance and the misappropriation of customer funds every day that customers maintained an open account with GID.

45. During the Relevant Period, the Defendants further concealed and perpetuated their fraud by making consistent weekly payments to customers as purported profits from its forex trading.

**G. Controlling Persons**

46. During the Relevant Period, the Wagner brothers controlled the operations of GID. The Wagner brothers were both officers of GID. The Wagner brothers were both signatories on each of GID's bank accounts and both signed checks on behalf of GID. The Wagner brothers both solicited customers on behalf of GID and both signed agreements on behalf of GID.

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

**COUNT:**

**Violations of Sections 4b(a)(2)(A) and (C) of the Act, as Amended by the CRA  
(Fraud in Connection with Forex Transactions)**

47. Paragraphs 1 through 46 are realleged and incorporated herein by reference.

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

for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery . . . that is made, or to be made, for or on behalf of, or with, any other person, other

than on or subject to the rules of a designated contract market – (A) to cheat or defraud or attempt to cheat or defraud the other person;...[or] (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 [this] paragraph (2), with the other person.

49. Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, apply to the foreign currency transactions, agreements or contracts offered by Defendants.

Section 2(c)(2)(C)(iv) of the Act, as amended by the CRA, to be codified at 7 U.S.C.

§ 2(c)(2)(C)(iv).

50. As set forth above, during the Relevant Period, in or in connection with off-exchange agreements, contracts, or transactions in foreign currency that are leveraged or margined, made or to be made, for or on behalf of other persons, Roger Wagner and Rodney Wagner knowingly, willfully, or with reckless disregard for the truth, violated Sections 4b(a)(2)(A) and (C) of the Act as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C), by, among other things: (1) omitting material information, including the fact that (i) their forex trading was not profitable; (ii) not all customer funds were used for forex trading; and (iii) they were misappropriating customer funds; (2) falsely representing that (i) they were generating profits from forex trading; (ii) that they had been trading forex for two to three years and (iii) that all customer funds were being used to trade forex; (3) guaranteeing profits from their forex trading through the payout schedules attached to the agreements; (4) misappropriating customer funds by using such funds to pay principal and purported returns to other customers; and (5) misappropriating customer funds to pay business expenses and/or for personal use.

51. Defendant Rodney Wagner committed the acts alleged herein within the course

and scope of his employment, office or agency with GID. GID is therefore liable pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2006), and Regulation 1.2, 17 C.F.R. § 1.2 (2010), as principal for Rodney Wagner's violations of the Act.

52. Defendant Rodney Wagner is a controlling person of GID and did not act in good faith or knowingly induced, directly or indirectly, the alleged violative acts by this entity. Therefore, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2006), Rodney Wagner is liable for GID's violations of the Act.

53. Defendant Roger Wagner committed the acts alleged herein within the course and scope of his employment, office or agency with GID. Defendant GID is therefore liable pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2006), and Regulation 1.2, 17 C.F.R. § 1.2 (2010), as principal for Roger Wagner's violations of the Act.

54. Defendant Roger Wagner is a controlling person of GID and did not act in good faith or knowingly induced, directly or indirectly, the alleged violative acts by this entity. Therefore, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2006), Roger Wagner is liable for GID's violations of the Act.

55. Each act of fraudulent solicitation, misappropriation, misrepresentation or omission of material fact and false or misleading account statement or report, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C).

## **VI. RELIEF REQUESTED**

WHEREFORE, the Commission respectfully requests that this Court, as authorized by Section 6c of the Act, 7 U.S.C. § 13a-1 (2006), and pursuant to its own equitable powers:

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

B. Enter an order of 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:

a. Engaging in conduct in violation of Sections 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A) and (C);

b. Trading on or subject to the rules of any registered entity (as that term is defined in Section 1a(29) of the Act, 7 U.S.C. § 1a(29) (2006));

c. 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 forex contracts (as described in Sections 2(c)(2)(B) and 2(c)(2)(C)(i) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 2(c)(2)(B) and 2(c)(2)(C)(i)) for their own personal account or for any account in which they have a direct or indirect interest;

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

e. 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;

f. 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;

g. 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); and

h. 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).

C. Enter an order directing Defendants, as well as any successors to any defendant, to disgorge, pursuant to such procedure as the Court may order, all ill-gotten gains and/or benefits received from the acts or practices that constitute violations of the Act, as described herein, and pre- and post-judgment interest thereon from the date of such violations;

D. Enter an order requiring Defendants to make full restitution to every person or entity whose funds Defendants received or caused another person or entity to receive as a result of acts and practices that constituted violations of the Act, as described herein, and pre- and post-judgment interest thereon from the date of such violations;

E. Enter an order directing the Defendants, as well as any successors to any defendant, to rescind, pursuant to such procedures as the Court may order, all contracts and agreements, whether implied or express, entered into between them and any of the customers



whose funds were received by them as a result of the acts and practices which constitute violations of the Act, as described herein;

F. Enter an order directing each Defendant to each pay a civil monetary penalty in an amount to be determined at a later date by agreement between the Commission and the Defendants, or by the Court;

G. Enter an order requiring Defendants to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2412(a)(2) (2006); and

H. Enter any order providing such other and further relief as this Court may deem necessary and appropriate under the circumstances.

Respectfully submitted,

PLAINTIFF UNITED STATES COMMODITY  
FUTURES TRADING COMMISSION

BY: /s/ Eugene Smith

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