

**03 CV 9124**  
**FILED UNDER SEAL**  
03 CIV \_\_\_\_\_

Commodity Futures Trading Commission,

Plaintiff,

v.

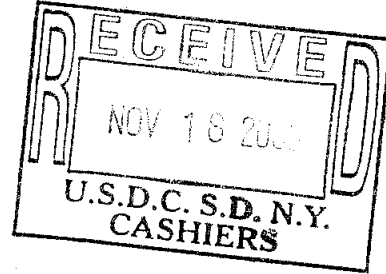
First Lexington Group, LLC, Joseph A. Grunfeld,

Defendants, and

Natalia Roumiantseva

Relief Defendant.

COMPLAINT FOR INJUNCTIVE  
AND OTHER EQUITABLE  
RELIEF AND FOR PENALTIES  
UNDER THE COMMODITY  
EXCHANGE ACT, AS  
AMENDED, 7 U.S.C. §§ 1-27f



**I. Summary**

1. From at least October 2001 through March 2003 (“relevant time period”), First Lexington Group, LLC (“FLG”) and Joseph Grunfeld (“Grunfeld”) (collectively, “the Defendants”) have fraudulently solicited and obtained more than \$2 million dollars from as many as 60 customers for the purpose of trading managed accounts in foreign currency (“forex”) contracts that were, in fact, illegal off-exchange foreign currency futures contracts. In addition, the defendants misappropriated at least \$700,000 of those funds and in furtherance of this scheme, the defendants have issued false statements to customers that did not disclose the unauthorized withdrawal of funds from their accounts but instead recounted fictitious futures trading of forex futures contracts. With these practices, FLG violated Section 4(a) of the Commodity Exchange Act (the “Act”), and FLG and Grunfeld violated Sections 4b(a)(2)(i), (ii) and (iii) of the Act, 7 U.S.C. §§ 6 (a) and 6b(a)(2)(i), (ii) and (iii) (2002) and Commission Regulation 1.1(b)(1), (2) and (3), 17 C.F.R. § 1.1(b)(1), (2) and (3) (2001).

2. Defendant Grunfeld is also liable as a controlling person for the violations by Defendant FLG of Sections 4(a) and 4b(a)(2)(i), (ii) and (iii) of the Act, 7 U.S. C. §§ 6 (a) and 6b(a)(2)(i), (ii) and (iii) and Commission Regulation 1.1(b)(1), (2) and (3), 17 C.F.R. § 1.1(b)(1), (2) and (3), pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b)(2001).

3. Defendant FLG is liable for the violations of Section 4b(a)(2) of the Act and Commission Regulation 1.1(b) committed by its officers, directors, managers, employees, and agents, pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2001), and Commission Regulation 1.2, 17 C.F.R. § 1.2 (2002), as all such violations were within the scope of their office or employment with FLG.

4. In May 2002, Natalia Roumiantseva ("Roumiantseva or the "Relief Defendant") received fraudulently obtained funds of FLG customers.

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

6. Accordingly, pursuant to Section 6c of the Act, 7 U.S. C. § 13a-1, the Commodity Futures Trading Commission ("Commission" or "CFTC") brings this action to enjoin such acts and practices, prevent the dissipation of assets, and compel compliance with the provisions of the Act. In addition, the Commission seeks civil penalties, the appointment of an equity receiver, an accounting, restitution, disgorgement and such other equitable relief as the Court may deem necessary or appropriate under the circumstances.

## **II. Jurisdiction and Venue**

7. The Commission has jurisdiction over the foreign currency futures contracts alleged in this Complaint pursuant to Section 2(c)(2)(B)(i) and (ii) of the Act, 7 U.S.C. §

2(c)(2)(B)(i) and (ii). The Act prohibits fraud in connection with the trading of such commodity futures contracts. Section 4b of the Act, 7 U.S.C. § 6(b). This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2001), which authorizes the Commission to seek injunctive relief against any person whenever it shall appear that such person has engaged in, 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 thereunder.

8. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2001), in that Defendants are found in, inhabit, or transact business in this District, and the acts and practices in violation of the Act have occurred, are occurring, or are about to occur within this district, among other places.

### **III. Statutory Background**

9. Section 2(c)(2)(B)(i)-(ii) of the Act, 7 U.S.C. § 2(c)(2)(B)(i)-(ii) (2001), provides that the Commission shall have jurisdiction over an agreement, contract or transaction in foreign currency that is the sale of a commodity for future delivery, and is “offered to, or entered into with, a person that is not an eligible contract participant, unless the counterparty, or the person offering to be the counterparty, of the person is” a regulated entity as defined therein. Section 2(c)(2)(B)(i)-(ii) of the Act was enacted by Congress as part of the Commodity Futures Modernization Act of 2000 (“CFMA”) in an effort to clarify the jurisdiction of the Commission over certain retail foreign exchange transaction and bucket shops that may not otherwise be regulated.” CFMA § 2(5), Pub. L. No. 106-554, 114 Stat. 2763 (2000).

10. Section 1a(12)(A)(xi) of the Act, 7 U.S.C. § 1a(12)(A)(xi) (2001) defines an “eligible contract participant” as an individual with total assets exceeding \$10 million or exceeding \$5 million “and who enters into the agreement, contract or transaction in order to

manage the risk with an asset owned or liability incurred, or reasonably likely to be owned or incurred by the individual.”

11. Section 4(a) of the Act, 7 U.S.C. § 6(a) (2001) provides that unless exempted by the Commission, it shall be unlawful for any person to offer to enter into, execute, confirm, the execution of, or conduct an office or business in the United States for the purpose of soliciting, accepting, any order for, or otherwise dealing in transaction in, or in connection with, a contract for the purchase or sale of a commodity for future delivery when: (a) such transactions have not been conducted on or subject to the rules of a board of trade which has been designated or registered by the Commission as a contract market or derivatives transaction execution facility for such commodity; (b) such contracts have not been executed or consummated by or through such contract market; and (c) such contract is not evidenced by a written record showing the date, parties, property covered, price and terms of delivery.

12. Section 4b(a)(2) of the Act, 7 U.S.C. § 6b(a) (2001) provides, in pertinent part, it is unlawful for any person in or in connection with any sale of any futures contract of any commodity that is or may be used for hedging or determining the price basis of any transaction or for delivering any commodity in interstate commerce for or on behalf of any other person (i) to cheat or defraud or attempt to cheat or defraud such other person; (ii) willfully to make or cause to be made any false report or statement thereof, or to enter into or cause to be entered any false record, to or for such other person; (iii) willfully to deceive or attempt to deceive such other person by any means whatsoever in regard to any such order or contract; or (iv) to bucket such order, or to fill such order by offset against the order of any other person.

13. Commission Regulation § 1.1(b), 17 C.F.R. § 1.1b (2002) provides in relevant part that for any foreign currency transaction within the Commission’s jurisdiction, it shall be

unlawful for any person directly or indirectly, in or in connection with any account, agreement, contract or transaction...(1) to cheat or defraud or attempt to cheat or defraud any person; (2) willfully to make or cause to be made to any person any false report or statement or cause to be entered for any person any false record; or (3) willfully to deceive or attempt to deceive any person by any means whatsoever.

14. Section 2(a)(1)(B) of the Act, 7 U.S.C. § 4, and Section 1.2 of the Regulations, 17 C.F.R. 1.2 provide that the act, omission, or failure of any official, agent, or other person acting for any individual, association, partnership, corporation, or trust within the scope of his employment or office shall be deemed the act, omission, or failure of such individual, association, partnership, corporation, or trust, as well as of such official, agent or other person.

15. Section 13(b) of the Act, 7 U.S.C. § 13c(b) provides that any person who, directly or indirectly, controls any person who has violated any provision of the Act may be held liable for such violation in any action brought by the Commission to the same extent as the controlled person.

#### **IV. The Parties**

16. Plaintiff Commodity Futures Trading Commission is an independent federal regulatory agency that is charged with responsibility for administering and enforcing the provisions of the Act, 7 U.S.C. §§ 1 *et seq.* (2001), and the regulations promulgated thereunder, 17 C.F.R. §§ 1 *et seq.* (2001).

17. First Lexington Group, LLC is a New York limited liability company with a business address at 322 W. 57<sup>th</sup> Street, Suite 4800, New York, New York. Defendant FLG has never been registered with the Commission in any capacity. In addition, Defendant FLG is not a broker or dealer, or an associated person of a broker or dealer, an insurance company, a

regulated subsidiary of an insurance company, a financial holding company, or an investment bank holding company.

18. Joseph A. Grunfeld resides in Cedarhurst, New York. Defendant Grunfeld is the President and sole owner of Defendant FLG. Defendant Grunfeld has never been registered with the Commission.

19. Natalia Roumiantseua resides in New York, New York and is a Relief Defendant. Roumiantseua has never been registered with the Commission.

#### V. Facts

20. Defendant Grunfeld formed Defendant FLG, an unregistered entity, in May 2001. He is the sole owner of Defendant FLG, which he operated in part from his home address in New York for the purpose of engaging in retail foreign currency.

21. Defendants began soliciting customers to invest in forex in October 2001, and eventually began using a Colorado corporation from June 2002 through March 2003, to solicit customers on its behalf to invest in forex. Defendants obtained customers in the general retail public, in part, through the marketing and solicitation services provided by the Colorado corporation.

22. Defendants provided the Colorado corporation with all solicitation and promotional materials, opening account documents, Dun and Bradstreet leads, currency charts and strategies for soliciting customers.

#### FLG representatives solicited customers with material misrepresentations to investors

23. The Defendants, through the Colorado corporation, distributed promotional materials nationwide as a means to solicit customer business. These promotional materials contained material misrepresentations including: that no more than 20% of the client's account

balance is margined or exposed to the market; that FLG is among one of the most active FOREX trading management companies in the United States, a leader in providing currency-trading services, and is serviced by an international clearinghouse through a 24-hour trading window; that client investment monies are placed in individual sub-accounts of one major FLG bank account; that FLG provides the investor with a unique system of margin trading allowing investments to be leveraged, creating an opportunity for investors to maximize profits from relatively low initial capital requirements.

24. In addition to touting investment returns of up to 20%, the Defendants instructed the Colorado corporation to solicit customers by touting a) Defendant Grunfeld's trading ability and experience, and b) profit opportunities in the currency market attributed to the pending war in Iraq.

25. There were no customer sub-accounts as fraudulently detailed in the Defendant FLG opening account documents and promotional materials. Defendant Grunfeld was responsible for handling all customer funds and account trading and for generating customer account statements.

26. Defendant Grunfeld was the sole trader at Defendant FLG and had full trading authority over each customer investment.

27. Defendant FLG customers were unsophisticated investors with little or no experience trading in foreign exchange. Defendant FLG customers did not expect to take delivery of any of the currency allegedly being bought and sold by the Defendants.

Customers were sent false statements reflecting alleged foreign currency transactions

28. Defendant Grunfeld provided faxed copies of customer account statements to the Colorado corporation once a month in order for the Colorado corporation to disseminate these statements to its customers.

29. From about August 2002 through about December 2002, although all customer account statements showed profitable returns ranging from 15% to 25%, Defendant Grunfeld never provided supporting documentation to corroborate these profitable trades. Many trades reflected on these account statements were kept open for more than two days.

30. Defendant Grunfeld did not place the foreign currency trades reflected on the customers' account statements.

Defendants misappropriated customer funds

31. During the relevant time period, the Defendants fraudulently solicited and obtained more than \$2 million dollars from as many as 60 customers. Defendant Grunfeld used some of this customer money for personal expenses. Customers were not told that their money would be used for other purposes than investment in foreign currency transactions.

32. The Defendants failed to disclose the fraudulent withdrawal of funds from the customers' accounts. When customers contacted Defendant Grunfeld in an effort to close their accounts, Defendant Grunfeld made false promises that he would make sure their funds would be returned.

33. Roumiantseua received approximately \$20,000 of fraudulently obtained customer funds from FLG.

Defendant's foreign currency transactions are illegal futures

a. The transactions involve futures contracts



34. The foreign currency contracts Defendants offer and sell are futures contracts. The contracts concern the purchase or sale of commodities for future delivery at prices or using pricing formulas that are established at the time the contracts are initiated, and may be fulfilled through offset, cancellation, cash settlement or other means to avoid delivery. The customers who purchase these futures contracts have no business or personal need for the foreign currency. Instead, customers enter into these transactions to speculate and profit from anticipated price fluctuations in the markets for these currencies.

35. Customers do not intend to, and do not, take or make delivery of the foreign currencies as a consequence of these investments. In fact, the Defendants do not maintain any accounts at any foreign financial institution to take or make delivery of foreign currency for any investor. The Defendants do not require that customers have an account in which they can take or make delivery of a foreign currency. Customers are required to invest in US dollars, which are never actually converted to another currency. Customers speculate on the price of foreign currency and if the market moves in a favorable direction, an investor expects to liquidate his or her investment by offsetting the position by entering into an equal and opposite transaction and thereby taking the profits in dollars. The terms and conditions of these contracts are standardized.

b. FLG is not a proper counterparty under the Act

36. Defendant FLG acted as the counterparty to the transactions with its customers. Defendant FLG is not a proper counterparty or an affiliate of a proper counterparty under the Act authorized to engage in foreign currency futures transactions with customers in the general retail public.

37. Defendant FLG does not conduct transactions on a facility designated by the CFTC as a contract market or registered as a derivatives transaction execution facility.

c. FLG's customers are customers in the general retail public, not eligible contract participants

38. Defendant FLG markets its foreign currency trading accounts to individuals. The vast majority of its customers have assets totaling less than \$5 million and these customers typically make an initial investment of funds ranging from \$5,000 to \$20,000. These customers have no business, personal or other need to take or make delivery in foreign currency or to hedge against movements in the foreign currency markets. In short, they are unsophisticated retail customers who attempt to profit by speculating on the changing relative values of foreign currencies and the United States dollars through their accounts at FLG.

Grunfeld is a controlling person

39. Defendant Grunfeld is the President, sole trader and sole owner of Defendant FLG. Defendant Grunfeld had sole signatory authority over Defendant FLG's bank accounts.

## **VI. Violations of the Commodity Exchange Act**

### **COUNT I**

#### **VIOLATIONS OF SECTION 4b(a)(2)(i), (ii) AND (iii) OF THE ACT AND COMMISSION REGULATION 1.1(b)(1), (2) AND (3)**

40. Paragraphs 1 through 39 are re-alleged and incorporated herein.

41. During the relevant time period, Defendants FLG and Grunfeld, in or in connection with the orders to make, or the making of, contracts of sale of commodities for future delivery, made or to be made, for or on behalf of any other persons, where such contracts for future delivery were or could be used for the purposes set forth in Section 4b(a)(2) of the Act, 7

U.S.C. § 6b(a)(2) (2001), have cheated or defrauded or attempted to cheat or defraud investors or prospective investors in FLG, have willfully made or caused to be made to investors false reports or statements, or willfully entered or caused to be entered for such investors false records, and willfully deceived or attempted to deceive investors or prospective investors by, among other things: making material misrepresentations to investors regarding the profitability of their accounts and failing to disclose their fraudulent withdrawal of funds from the investors' accounts, all in violation of Sections 4b(a)(2)(i), (ii) and (iii) of the Act, 7 U.S.C. § 6b(a)(2)(i), (ii) and (iii) (2001) and Commission Regulation 1.1(b)(1), (2) and (3), 17 C.F.R. § 1.1(b)(1), (2) and (3) (2001).

42. From at least October 2001 through March 2003, Defendant Grunfeld as principal, directly or indirectly controlled Defendant FLG and its schemes and did not act in good faith or knowingly induced, directly or indirectly, the acts constituting the violations described in Count I. Pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2001), as described in this Count I, Defendant Grunfeld is liable for the violations described in this Count I, to the same extent as Defendant FLG.

43. Pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) and Commission Regulation 1.2, 17 C.F.R. § 1.2, Defendant FLG is liable for any violations of Sections 4b(a)(2)(i), (ii) and (iii) of the Act and Section 1.1 of the Regulations by its officers, directors, managers, employees, and agents, in that all such violations were within the scope of their office or employment with Defendant FLG.

44. Each fraudulent misrepresentation and omission, including those specifically alleged herein, is alleged as a separate and distinct violation of Section 4b and Commission Regulation 1.1(b).

## COUNT II

### VIOLATIONS OF SECTION 4(a) OF THE ACT: SALE OF ILLEGAL OFF-EXCHANGE FUTURES CONTRACTS

45. Paragraphs 1 through 44 are re-alleged and incorporated herein.

46. Since at least October 2001 through March 2003, Defendant FLG has offered to enter into, executed, confirmed the execution of, or conducted an office or business in the United states for the purpose of soliciting, accepting any order for, or otherwise dealing in transactions in, or in connection with, a contract for the purchase or sale of a commodity for future delivery when: (a) such transactions have not been conducted on or subject to the rules of a board of trade which has been designed or registered by the CFTC as a contract market or derivatives transaction execution facility for such commodity, and (b) such contracts have not been executed or consummated by or through such contract market, in violation of Section 4(a) of the Act, 7 U.S.C. § 6(a)(2001).

47. From at least October 2001 through March 2003, Defendant Grunfeld, as principal, directly or indirectly controlled Defendant FLG and its schemes and did not act in good faith or knowingly induced, directly or indirectly, the acts constituting the violations described in Count II. Pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2001), as described in this Count II, Defendant Grunfeld is liable for the violations described in this Count II, to the same extent as Defendant FLG.

48. Each foreign currency futures transaction not conducted on a designated contract market or registered derivatives transaction execution facility, including but not limited to those conducted by the Defendants as specifically alleged herein, is alleged as a separate and distinct violation of Section 4(a) of the Act.

COUNT III

UNJUST ENRICHMENT: DISGORGEMENT OF THE ASSETS OF THE RELIEF  
DEFENDANT

49. Paragraphs 1 through 48 are re-alleged and incorporated herein.

50. FLG and Grunfeld committed a fraud upon its customers in connection with the purchase and sale of foreign currency contracts as alleged herein.

51. Relief Defendant Roumiantseua received funds or otherwise benefited from funds that are directly traceable to the funds obtained from FLG customers through fraud.

52. Roumiantseua should be required to disgorge the funds and assets, or the value of the benefit received from those funds and assets, which are traceable to FLG's and Grunfeld's fraud.

53. By reason of the foregoing, Roumiantseua holds funds and assets in constructive trust for the benefit of FLG's customers.

**VII. Relief Requested**

WHEREFORE, the Commission respectfully requests that this Court, as authorized by Section 6c of the Act, 7 U.S.C. § 13a-1 (2001), and pursuant to the Court's own equitable powers:

A. Find that Defendants violated Sections 4(a) and 4b(a)(2) of the Act, 7 U.S.C. §§ 6(a) and 6b(a)(2) (2001), and Commission Regulation 1.1(b), 17 C.F.R. § 1.1(b) (2002);

B. Enter an *ex parte* statutory restraining order and an order of preliminary injunction restraining and enjoining Defendants and Relief Defendant and all persons insofar as they are acting in the capacity of their agents, servants, successors, assigns, and attorneys, and all persons insofar as they are acting in active concert or participation with them 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;

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, safety deposit boxes and all funds on deposit in any financial institution, bank or savings and loan account held by, under the control, or in the name of any of the Defendants or Relief Defendant (up to \$20,000); and

4. appointing a temporary receiver to take into his or her immediate custody, control, and possession all cash, cashier's checks, funds, assets, and property of Defendants and Relief Defendant (up to \$20,000), including funds or property of investors wherever found, whether held in the name of any of the Defendants, Relief Defendant, or otherwise, including, but not limited to, all books and records of account and original entry, electronically stored data, tape recordings, all funds, securities, contents of safety deposit boxes, metals, currencies, coins, real or personal property, commodity futures trading accounts, bank and trust accounts, mutual fund accounts,

credit card line-of-credit accounts and other assets, of whatever kind and nature and wherever situated, and authorizing, empowering and directing such receiver to collect and take charge of and to hold and administer the same subject to further order of the Court, in order to prevent irreparable loss, damage and injury to investors, to conserve and prevent the dissipation of funds, and to prevent further evasions and violations of the federal commodity laws by the Defendants;

C. Enter orders of preliminary and permanent injunctions prohibiting Defendants and any other person or entity associated with them, including any successor thereof, from:

1. engaging in conduct, in violation of Sections 4(a) and 4b(a)(2) of the Act, 7 U.S.C. §§ 6(a) and 6b(a)(2) (2001), and Regulation 1.1(b), 17 C.F.R. § 1.1(b); and
2. soliciting funds for, engaging in, controlling, or directing the trading of any commodity futures or options accounts for or on behalf of any other person or entity, whether by power of attorney or otherwise;

D. Enter an order directing Defendants and Relief Defendant to provide Plaintiff immediate and continuing access to their books and records;

E. Enter an order appointing a permanent equity receiver to take into his or her immediate custody, control, and possession the assets of the Relief Defendant that are traceable to the fraud and all cash, cashier's checks, funds, assets, and property of Defendants, including funds or property of investors wherever found, whether held in the name of any of the Defendants or otherwise, including, but not limited to, all books and records of account and original entry, electronically stored data, tape recordings, all funds, securities, contents of safety deposit boxes, metals, currencies, coins, real or personal property, commodity futures trading accounts, bank and trust accounts, mutual fund accounts, credit card line-of-credit accounts and

other assets, of whatever kind and nature and wherever situated, and authorizing, empowering and directing such receiver to collect and take charge of and to hold and administer the same subject to further order of the Court, in order to prevent irreparable loss, damage and injury to investors, to conserve and prevent the dissipation of funds, and to prevent further evasions and violations of the federal commodity laws by the Defendants;

F. Enter an order directing Defendants and Relief Defendants to take such steps as are necessary to repatriate to the territory of the United States all funds and assets of FLG customers described herein which are held by Defendants and Relief Defendant or are under their direct or indirect control, jointly or singly, and deposit such funds into the Registry of this Court and provide the Commission, equity receiver, and the Court with a written description of the funds and assets so repatriated;

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

H. Enter an order directing Defendants to make full restitution to every investor whose funds were received by them as a result of acts and practices which constituted violations of the Act and Regulations, as described herein, and interest thereon from the date of such violations;

I. Enter an order assessing a civil monetary penalty against each Defendant in the amount of not more than the higher of \$120,000 or triple the monetary gain to the Defendant for each violation by the Defendant of the Act and Commission Regulations;



J. Enter an order directing that Defendants make an accounting to the court of all their assets and liabilities, together with all funds they received from and paid to clients and other persons in connection with commodity futures transactions or purported commodity futures transactions, and all disbursements for any purpose whatsoever of funds received from commodity transactions, including salaries, commissions, interest, fees, loans and other disbursements of money and property of any kind, from, but not limited to, October 2001 through and including the date of such accounting;

K. Enter an order requiring Defendants to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2412(a)(2) (2001);

L. Find that each of the Relief Defendant received or benefited from funds fraudulently obtained from FLG customers, has no legitimate claim to these funds, and was unjustly enriched by these funds.

M. Enter an order directing Relief Defendant, and any successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received, directly or indirectly, from acts or practices which constitute violations of the Act as described herein, including pre-judgment interest thereon from the date of such violations; and

N. Order such other and further remedial ancillary relief as the Court may deem appropriate.

Dated: New York, New York  
November 17, 2003

U.S. COMMODITY FUTURES TRADING COMMISSION

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