JUDGE WOOD

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Commodity Futures Trading Commission, Plaintiff, v. Lexington Royce & Associates, Artour Arakelian, Defendants. 65J, Inc., United Factoring, LLC, Productions Torre Fuerte Int'l, Morrish Alliance Ltd. and Sergey U. Kyznetsov, Relief Defendants.	04 CV 02768 O3 CIV ____ COMPLAINT FOR INJUNCTIVE AND OTHER EQUITABLE RELIEF AND FOR PENALTIES UNDER THE COMMODITY EXCHANGE ACT, AS AMENDED, 7 U.S.C. §§ 1-25

I.

SUMMARY

1. Since at least December 2003, Defendant Lexington Royce & Associates ("LRA") has solicited more than $2.6 million in customer funds from at least 50 customers, purportedly to be used for trading foreign currency futures or options contracts.

2. None of the $2.6 million is being traded on the customers' behalf. Instead, customer checks are deposited into a business checking account in LRA's name ("operating account") by Defendant Artour Arakelian ("Arakelian"), who serves as the sole signatory on the account.

3. Of the $2.6 million solicited, more than 72% of the funds are either used by the defendants or directed to the relief defendants, none of which is a bank, clearinghouse, or other

designated contract facility that might indicate the existence of trading activity. Additional funds are used for office supplies and expenses, ATM withdrawals, and bank related fees.

4. Through the conduct described above, Defendant Arakelian has engaged in the fraudulent misappropriation of investor funds and, consequently, violated Section 4b(a)(2)(i) and (iii)of the Act, 7 U.S.C. § 6b(a)(2)(i) and (iii) (2002), and Commission Regulation 1.1(b)(1) and (3), 17 C.F.R. § 1.1(b)(1) and (3)(2003).

5. Because Defendant Arakelian engaged in the fraudulent misappropriation of investor funds while acting as LRA's agent, LRA is vicariously liable for violations of Section 4b(a)(2)(i) and (iii) of the Act, and Commission Regulation 1.1(b)(1) and (3), pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2002).

6. Because the transactions LRA purports to offer are not conducted on or subject to the rules of a designated contract market or derivatives transaction execution facility, LRA, through its agents and representatives, is engaged in soliciting, or accepting any order for, or otherwise dealing in, illegal off-exchange futures contracts in violation of Section 4(a) of the Act, 7 U.S.C. § 6(a) (2002).

7. Because the options transactions LRA purports to offer are not conducted on or subject to the rules of a designated contract market or derivatives transaction execution facility, LRA, through its agents and representatives, is engaged in soliciting, or accepting any order for, or otherwise dealing in, illegal off-exchange options contracts in violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b) (2002), and Commission Regulation 32.11(a), 17 C.F.R. § 32.11(a) (2003).

8. Accordingly, pursuant to Section 6c(a) of the Act, 7 U.S.C. § 13a-1 (2002), Plaintiff CFTC brings this action to enjoin the unlawful acts and practices of Defendants LRA and Arakelian, and to compel their compliance with the provisions of the Act and Regulations

thereunder. In addition, the Commission seeks civil penalties, an accounting and such other equitable relief as the Court may deem necessary or appropriate.

II.

JURISDICTION AND VENUE

9. The Commodity Exchange Act, as amended, 7 U.S.C. § 1 et. seq. (the "Act"), prohibits fraud in connection with the trading of commodity futures contracts and options and establishes a comprehensive system for regulating the purchase and sale of such futures contracts and options. This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, which authorizes the Commodity Futures Trading Commission ("Commission" or "CFTC") to seek injunctive relief against any person whenever it shall appear that such 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 thereunder. In addition, Section 2(c)(2)(B) of the Act, 7 U.S.C. § 2(c)(2)(B), confers upon the Commission jurisdiction over certain retail transactions in foreign currency for future delivery, including the transactions alleged in this complaint.

10. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2002), 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.

THE PARTIES

A. Plaintiff

11. The 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. (2002), and the Regulations promulgated thereunder, 17 C.F.R. §§ 1 et seq. (2003).

B. Defendants

12. Lexington Royce & Associates ("LRA") was incorporated on September 8, 2003 in the state of New York. The official address for process is 2125 East 14th Street, Brooklyn, NY 11293, and the principal place of business is 11 Broadway, Suite 807, New York, New York 10004. LRA has never been registered with the Commission in any capacity.

13. Artour Arakelian ("Arakelian") is the sole signatory of Defendant LRA's operating account Arakelian maintains an address in Miami, Florida. Arakelian opened LRA's operating account on September 15, 2003, at Washington Mutual Bank branch located in New York. Arakelian serves as the sole signatory on the account, and is also listed as LRA's president on account records. Arakelian has never been registered with the Commission in any capacity.

C. Relief Defendants

14. 65J, Inc. ("65J") was incorporated on August 22, 2003 in the state of New York. Its official address on state corporate records is 1360 Ocean Parkway, Apt. 4C, Brooklyn, New York, 11230, and its registered agent is Boris Varshavskiy. 65J has never been registered with the Commission in any capacity.

15. United Factoring, LLC ("United Factoring") was incorporated on February 13, 2003 in the state of New York. Its official address on state corporate records and its principal place of business is 2972 Nostrand Avenue, Brooklyn, New York 11229. United Factoring has never been registered with the Commission in any capacity.

16. Morrish Alliance Ltd. ("Morrish Alliance") was incorporated on March 25, 2003 in the British Virgin Islands ("BVI"). Its registered office is at the premises of Commonwealth Trust Limited, Drake Chambers, Tortola, BVI, and registered agent is Commonwealth Trust Limited, P.O. Box 3321, Road Town, Tortola, BVI. Morrish Alliance has never been registered with the Commission in any capacity.

17. Sergey U. Kyznetsov ("Kyznetsov") is the director of Morrish Alliance and sole signatory on its bank account at Lateko Bank. Kyznetsov has never been registered with the Commission in any capacity.

18. Productions Torre Fuerte Int'l S.A. ("Torre Fuerte") received $150,000 in ill-gotten gains from LRA. These funds were wired to an account held for the benefit of Torre Fuerte at Banco Banex S.A. in Costa Rica. Torre Fuerte has never been registered with the Commission in any capacity. No other information is known about Torre Fuerte at this time.

IV.

STATUTORY BACKGROUND

19. Section 2(c)(2)(B)(i)-(ii) of the Act provides that the CFTC shall have jurisdiction over an agreement, contract or transaction in foreign currency that is a sale of a commodity for future delivery, or an option on such futures contract or an option on foreign currency, 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. 7 U.S.C. § 2(c)(2)(B)(i)-(ii) (2002) (emphasis added). 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 Commodity Futures Trading Commission over certain retail foreign exchange transactions and bucket shops that may not be otherwise regulated." CFMA § 2(5), Pub. L. No. 106-554, 114 Stat. 2763 (2000).

20. Section 1a(12)(A)(xi) of the Act defines an "**eligible contract participant**" as, *inter alia*, an individual who has total assets exceeding: (a) $10 million; or (b) $5,000,000 and who enters into the agreement, contract, or transaction in order to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred by the individual. 7 U.S.C. § 1a(12)(A)(xi) (2002).

21. Section 4(a) of the Act provides that, unless exempted by the Commission, it shall be unlawful for any person to offer to enter into, enter into, to execute, to 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 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 designated or registered by the Commission 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. 7 U.S.C. § 6(a) (2002).

22. Commission Regulation 32.11, promulgated pursuant to Section 4c(b) of the Act, prohibits any person from soliciting or accepting orders for any commodity option unless the

option transaction is conducted on or subject to the rules of a contract market. 17 C.F.R. § 32.11 (2003).

V.

FACTS

A. Defendants Fraudulently Misappropriate Customer Funds

23. Since December 2003, defendants have solicited more than $2.6 million dollars from at least 50 investors for the purported trading of foreign currency futures.

24. LRA purports to offer to trade foreign currencies on behalf of customers in the "spot" or "forex" market through "some of the world's top trading firms." However, customer funds are not invested as promised. LRA does not transfer any of the $2.6 million in customer funds to any bank, clearinghouse, or other designated contract facility that might indicate the existence of trading activity.

25. Instead, customer funds are deposited into an ordinary business checking account in LRA's name at Washington Mutual Bank branch office in New York. Funds are then wired to domestic and offshore bank accounts for the benefit of the relief defendants, or withdrawn by the defendants. Specifically, over $1.1 million was paid to Relief Defendant 65J -- $629,000 in the form of official checks authorized by Defendant Arakelian and $500,000 via wire transfer to an account held by 65J at JP Morgan . In addition, Defendant Arakelian issued an official check in the amount of $250,000 to Defendant LRA, which was cashed at another bank; wired $250,000 to Relief Defendant United Factoring; wired $121,000 to an offshore bank account for the benefit of Relief Defendants Morrish Alliance and Kyznetsov in Latvia; and wired $250,000 to an offshore bank account for the benefit of Relief Defendant Torre Fuerte in Costa Rica. Of the $629,000 that was directed to Relief Defendant 65J in the form of official checks, $479,000 was

cashed by Relief Defendant United Factoring and deposited into a bank account in its name at Metropolitan National Bank. Additional funds are used for office supplies and expenses, ATM withdrawals, and bank related fees.

26. Defendant Arakelian, as sole signatory, is responsible for all movement of funds in LRA's operating account.

B. Defendants Cheat and Defraud Investors

27. LRA telephone solicitations and other advertising materials purport to offer investors the opportunity to speculate in the value of foreign currencies. LRA telemarketers offer to open and manage customer foreign currency accounts, and promise customers steady returns on their investment while downplaying the risk of loss. LRA boasts a three-year cumulative performance record of 33.16%, 56.92%, and 98.66%, during which time there were only two losing months of -1.99% and -.77%.

28. After investing, customers receive bi-weekly statements from LRA, which typically report consistent 2%-4% earnings for each two-week period. After customers receive these statements, LRA telemarketers pressure them to make additional high-dollar investments with the firm. Customers are encouraged to liquidate IRA and other investment accounts to invest with LRA and told their investments are certain to earn better returns.

29. LRA does not disclose to customers that their funds will not be invested or managed as promised, that investments will be used in furtherance of the scheme, or that the investments they are promoting are illegal futures contracts.

30. In soliciting prospective customers to trade foreign currency contracts on their behalf, LRA makes the following misrepresentations of material facts:

a. All funds deposited by customers are used for trading;

b. All funds are separated and maintained in a "client funds account;"

c. All investments are cleared through Washington Mutual Bank;

d. LRA manages over $11 billion dollars in assets for institutions and high-net-worth individuals, each with typical investments of $500,000;

e. LRA has been in the business for over 22 years;

f. LRA engages in foreign currency transactions with large banks such as JP Morgan, Deutche Bank, and Washington Mutual Bank.

31. These representations intend to create the impression that LRA is a legitimate firm. However, these statements are false, in that:

a. No customer funds are traded; rather, they remain in LRA's operating account, are withdrawn by Arakelian with official checks, or are transferred to accounts controlled by the relief defendants;

b. Funds are neither separated nor maintained in the clients' name; rather, all funds are deposited into one operating account in LRA's name, where they remain until such time as they are transferred to the relief defendants;

c. Washington Mutual Bank does not serve as a clearinghouse for foreign currency trading with LRA, and in fact, the only account it services for LRA is the operating account;

d. LRA's operating account does not support its claim that it manages $11 billion in assets, or anything more than the nearly $2.3 million it solicited since it opened in September 2003;

e. LRA was incorporated on September 8, 2003 in the state of New York, did not open a bank account until September 15, 2003, and did not initiate meaningful bank activity until December 2003;

f. JP Morgan Chase and Deutche Bank deny any affiliation with LRA, do not trade foreign currency with LRA, and do not maintain any trading accounts for LRA;

g. The account into which the customer funds are deposited is not a trading account, but a business checking account, and none of the funds are sent to any bank, financial institution, or other facility that would indicate the existence of trading.

32. In order to hide the misappropriation of customer funds, and to discourage customers from liquidating their accounts, LRA telemarketers offer customers an

opportunity to earn distributions of 20-25% of their account balance on top of their bi-weekly profits if funds are invested by a certain date and remain in the account for a certain period of time. LRA telemarketers told customers that this distribution is the result of anticipated profits LRA expects to receive as a result of LRA's investment with Deutche Bank. In one instance, customers were told they could expect distributions of 25% of their entire investment on April 24, 2004, after which time all funds would be immediately available for withdrawal. This statement is false in that Deutche Bank has denied having any trading relationship with LRA. Furthermore, none of the funds in the operating account were sent to any designated contract facility or entity that would be consistent with legitimate trading activity.

C. Some of the Defendants' Purported Foreign Currency Transactions Are Illegal Off-Exchange Futures Contracts.

33. Since at least December 2003, LRA has engaged in an elaborate scheme to defraud retail customers. LRA's promotional materials and account opening documents describe an investment opportunity to profit based upon the fluctuations in the relative values of foreign currencies. While the defendants claim that their investments are in spot or forward contracts, some of the foreign currency contracts that defendants purport to offer and sell are actually contracts for future delivery of foreign currencies that are cash settled in U.S. dollars ("futures contracts"). The prices or pricing formulas for these contracts are purportedly established at the time the purported contracts are initiated, and may be settled through offset, cancellation, cash settlement or other means to avoid delivery. These purported contracts are offered to the general public and are not individually negotiated. Defendants require initial and maintenance margin for these purported contracts. These purported contracts are purportedly standardized.

34. The customers who invest with LRA have no commercial need for the foreign currency. Instead, investors enter into these transactions to speculate and profit from anticipated price fluctuations in the markets for these currencies.

35. Investors do not anticipate taking – and do not take – delivery of the foreign currencies they purportedly purchase as a consequence of these investments. LRA does not require their customers to set up banking relationships to facilitate delivery of the foreign currencies. Once the market moves in a favorable direction, LRA represents to investors that it will liquidate the investment by authorizing the sale of the contract and taking the profits.

36. Defendants do not conduct their purported foreign currency futures transactions on or subject to the rules of a board of trade that has been designated by the CFTC as a contract market, nor are Defendants' transactions executed or consummated by or through a contract market. Defendants do not conduct transactions on a facility registered as a derivatives transaction execution facility. LRA is not an appropriate counterparty under the Act for the alleged transactions herein.

37. Most, if not all, of the customers solicited by the LRA were not eligible contract participants.

D. Some of the Defendants' Purported Foreign Currency Transactions Defendants' Offer Are Illegal Off-Exchange Foreign Currency Options.

38. During the relevant period, through written materials provided to customers and prospective customers, LRA states that it offers foreign currency options contracts.

39. The "Customer Agreement" provided to prospective customers by LRA representatives states that "[e]ach Option Contract shall be a contract directly between (LRA) and the Customer. . ." The "Customer Agreement" provided to prospective customers by LRA also states that "[w]ith regard to options transactions, ... Customer's options will become

worthless in the event that Customer does not deliver instructions by [the time the options expire]."

40. The "Customer Agreement" provided to prospective customers by LRA also states that "[a]ll contracts made and entered into by (LRA) hereunder, including . . . Options Contracts will be entered into by (LRA) as principal."

41. The foreign currency options contracts offered by LRA have not been conducted or executed on or subject to the rules of a contract market, or a foreign board of trade. LRA is not an appropriate counter-party under the Act for the alleged transactions herein.

VI.

VIOLATIONS OF THE COMMODITY EXCHANGE ACT AND COMMISSION REGULATIONS

COUNT I

FRAUD BY MISAPPROPRIATION VIOLATIONS OF SECTIONS 4b(a)(2)(i) and 4b(a)(2)(iii) OF THE ACT AND REGULATIONS 1.1(b)(1) and (3)

42. Paragraphs 1 through 41 are re-alleged and incorporated herein.

43. During the relevant time, Defendant Arakelian violated Sections 4b(a)(2)(i) and (iii) of the Act, 7 U.S.C. §§ 6b(a)(2)(i) and (iii) (2002), and Regulations 1.1(b)(1) and (3), 17 C.F.R.§§ 1.1(b)(1) and (3) (2003), in that he cheated or defrauded or attempted to cheat or defraud investors or prospective investors in the investment program, and willfully deceived or attempted to deceive investors or prospective investors, by misappropriating funds received from investors.

44. Arakelian engaged in the fraudulent misappropriation of investor funds while acting as LRA's agent. LRA thereby is liable for Arakelian's violations of Sections 4b(a)(2)(i)

and (iii) of the Act and Regulations 1.1(b)(1) and (3), pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2002).

45. Defendants engaged in this conduct in or in connection with 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 other persons where such contracts for future delivery were or may have been used for (a) hedging any transaction in interstate commerce in such commodity, or the products or byproducts thereof, or (b) determining the price basis of any transaction in interstate commerce in such commodity, or (c) delivering any such commodity sold, shipped, or received in interstate commerce for the fulfillment thereof.

46. Each misappropriation of investor funds made during the relevant period, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Sections 4b(a)(2)(i) and (iii) of the Act and Regulations 1.1(b)(1) and (3).

COUNT II

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

47. Paragraphs 1 through 41 are re-alleged and incorporated herein.

48. During the relevant time period, LRA through its telemarketers 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 designated or registered by the Commission 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) (2002).

49. Each foreign currency futures transaction not conducted on a designated contract market or registered derivatives transaction execution facility made during the relevant time period, 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

VIOLATIONS OF SECTION 4c(b) OF THE ACT, 7 U.S.C. § 6c(b) AND REGULATION 32.11(a), 17 C.F.R. §32.11(a): OFFER AND SALE OF ILLEGAL OFF-EXCHANGE OPTIONS CONTRACTS

50. Paragraphs 1 through 41 are re-alleged and incorporated herein.

51. During the relevant time period, LRA through its telemarketers has solicited and/or accepted orders for, and/or accepted money, securities or property in connection with, the purchase and sale of commodity options when: (a) such transactions have not been conducted or executed on or subject to the rules of a contract market, or a foreign board of trade in violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b), and Regulation 32.11(a), 17 C.F.R. § 32.11(a).

52. Each foreign exchange commodity option transaction solicited and/or executed during the relevant time period, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b), and Regulation 32.11(a), 17 C.F.R. § 32.11(a).

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, and pursuant to its own equitable powers:

A. Find that Defendants violated Sections 4(a), 4b(a)(2)(i) and (iii), and 4c(b) of the Act, 7 U.S.C. §§ 6(a), 6b(a)(2)(i) and (iii), and 6c(b) (2002), and Regulations 1.1(b)(1) and (3), and 32.11, 17 C.F.R. §§ 1.1(b)(1) and (3), and 32.11 (2003);

B. Enter orders of permanent injunction prohibiting the 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), 4b(a)(2)(i) and (iii), 4c(b) of the Act, 7 U.S.C. §§ 6(a), 6b(a)(2)(i) and (iii), and 6c(b)(2002), and Regulation 1.1(b)(1) and (3), and 32.11, 17 C.F.R. §§ 1.1(b)(1) and (3), and 32.11 (2003);

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;

C. Enter orders of permanent injunction restraining and enjoining Defendants and Relief Defendants 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 or Relief 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, 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 Defendants or Relief Defendants.

D. Enter an order directing Defendants, Relief 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;

E. Enter an order directing Defendants to make full restitution to every customer whose funds were received by him 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;

F. 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 Defendant of the Act or Regulations;

G. 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;

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

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

Dated: 4/12/04

Respectfully submitted,

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