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UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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MIDDLE DISTRICT OF FLORIDA
TAMPA, FLORIDA

U.S. COMMODITY FUTURES
TRADING COMMISSION

Plaintiff,

v.

WILLIAM JEFFERY CHANDLER,

Defendant.

8:12 cv 2044 T27 EAS

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

Plaintiff U.S. Commodity Futures Trading Commission (Commission) alleges as follows:

I. SUMMARY

1. Since at least July 2010 and continuing until the present, defendant William Jeffery Chandler (Chandler), while acting as a Commodity Pool Operator (CPO), solicited individuals to contribute to a pooled account (the Pool) which would trade off-exchange foreign currency contracts (forex) managed by Chandler. Chandler represented that the Pool would be held and traded through an account at Dukascopy Bank SA, (Dukascopy), a Switzerland-domiciled bank (Chandler's Dukascopy Account). In order to entice prospective Pool participants to invest, Chandler guaranteed a 2 – 12.5% monthly return on Pool participants' principal. As a direct result of his solicitations, at least six Pool participants paid to Chandler at least \$773,100 to trade in the Pool.

2. However, in reality, Chandler's Dukascopy Account was closed on or about July 15, 2011 due to new U.S. regulations prohibiting foreign forex dealers from accepting United States customers' funds. The Pool was transferred to Alpari US LLC (Alpari), a United States based registered Retail Foreign Exchange Dealer (RFED), on August 8, 2011. At that time, the Pool had a balance of only \$292.49, far less than the amount contributed by Pool participants. Other than one deposit from a personal bank account and two deposits made from his personal credit card, Chandler has not deposited any other funds into the Pool since the transfer to Alpari. As of late July, 2012, the Pool's remaining balance at Alpari is only \$102.69.

3. Despite this, Chandler continues to represent to Pool participants that their funds remain in the Pool at Dukascopy. Although he has received requests from many Pool participants to return their funds, Chandler refuses to refund Pool participants' principal, instead asserting a litany of fabricated excuses. Upon information and belief, Chandler has misappropriated the vast majority of the Pool for his own personal use.

4. By virtue of this conduct, Chandler has engaged, is engaging, or is about to engage in acts and practices that violate various antifraud provisions of the Commodity Exchange Act (Act), 7 U.S.C. §§ 1 *et seq.* (2006 & Supp. III 2009); the Act, as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, Pub. L. No. 111-203, Title VII (the Wall Street Transparency and Accountability Act of 2010 (Dodd-Frank)), §§ 701-774, 124 Stat. 1376 (enacted July 21, 2010), to be codified at 7 U.S.C. §§ 1 *et seq.* (Act, as amended) and Commission Regulations (Regulations), 17 C.F.R. §§ 1 *et seq.* (2012).

5. Accordingly, pursuant to Section 6c of the Act, as amended, to be codified at 7 U.S.C. § 13a-1, the Commission brings this action to permanently enjoin Chandler's unlawful acts and practices and to compel his compliance with the Act; the Act, as amended; and

Regulations and to further enjoin Chandler from engaging in any commodity-related activity. In addition, the Commission seeks civil monetary penalties and remedial ancillary relief, including, but not limited to, trading and registration bans, restitution, disgorgement, rescission, pre- and post-judgment interest, and other such relief as the Court may deem necessary and appropriate.

II. JURISDICTION AND VENUE

6. The Court has jurisdiction over this action, pursuant to Section 6c(a) of the Act, as amended, to be codified at 7 U.S.C. § 13a-1(a), because it appears to the Commission that Chandler has engaged, is engaging, or is about to engage in conduct that constitutes a violation of the Act; the Act, as amended; and the Regulations.

7. Further, the Commission has jurisdiction over the forex transactions at issue in this Complaint pursuant to Section 2(c)(2) of the Act, 7 U.S.C. § 2(c)(2) (Supp. III 2009).

8. Venue properly lies with this Court, pursuant to Section 6c(e) of the Act, as amended, to be codified at 7 U.S.C. § 13a-1(e), because at least some of the acts and practices in violation of the Act; the Act, as amended; and the Regulations have occurred or are occurring within this District.

III. PARTIES

9. 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; the Act, as amended; and the Regulations promulgated thereunder. The Commission maintains its principal office at Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

10. Upon information and belief, during the acts and omissions described herein, Chandler first resided in Odessa, Florida and currently resides in Fort Myers, Florida. Chandler

is engaged in the business of soliciting and trading in agreements, contracts, or transactions in forex as described in Section 2(c)(2)(C)(i) of the Act, as amended, to be codified at 7 U.S.C. § 2(c)(2)(C)(i). Chandler has never been registered with the Commission in any capacity.

IV. FACTS

A. Chandler's solicitations, account contracts and statements

11. Beginning as early as July 2010, Chandler, while acting as CPO, began soliciting prospective Pool participants to invest in the Pool. In order to induce prospective Pool participants to provide money to the Pool, Chandler represents that he has a long history of successful forex trading and previously worked for Merrill Lynch. Chandler further promises a monthly return of at least 2% and sometimes up to 12.5% on Pool participants' principal.

12. If a customer wishes to invest in the Pool, Chandler and the Pool participant execute an "Agreement for Forex Managed Account" (the Account Contract).

13. Pursuant to the Account Contract, Chandler represents that the Pool is held at Dukascopy. The Account Contract further represents that "[t]he purpose of said account (sic) for Chandler to generate monthly income for the benefit of [customer] using prudent trading and money management principles of the forex Market...."

14. The Account Contract further guarantees that Chandler will pay to Pool participants a 2% to 12.5% monthly return on principal (the exact percentage varying from Account Contract to Account Contract), with Chandler to receive any trading profits in the Pool above that promised to the Pool participants. The payments to Pool participants are to be made on or before the 10th day of each month.

15. The Account Contract represents that Pool participants will receive statements as to the status of the Pool generated by a third party accountant.

16. Pool participants receive regular statements from a purported accounting firm named A R Watkins, showing the balance of funds supposedly in the Pool participants' accounts. A R Watkins does not exist as a corporate entity. Upon information and belief, A R Watkins is used by Chandler to convince current and prospective Pool participants that the Pool is reviewed by an independent accounting firm.

17. The Account Contract also gives Pool participants the right to withdraw funds at any time upon written notice to Chandler and such funds are to be transferred within 10 days.

18. In order to transmit funds to the Pool, Chandler instructs Pool participants to send funds to bank accounts in his name or under his control.

19. From July 2010 to present, Chandler solicited and received at least \$773,100 from at least six Pool participants for the purpose of trading in the Pool.

B. Missing Forex Pool Funds

20. According to both Chandler's representations to current and prospective Pool participants, and the Account Contracts, the Pool funds were to be held in an account at Dukascopy.

21. In fact, rather than opening an account in the name of the Pool, Chandler opened and used an account at Dukascopy in his own name. Pool participant funds were sent to Chandler directly and in his own name – rather than in the name of the Pool – and were purportedly to be deposited at Dukascopy. Upon information and belief, most, if not all, Pool participants' funds were not deposited at Dukascopy or any other entity that acts in a similar capacity.

22. On July 1, 2011, Dukascopy notified its forex customers residing in the United States, including Chandler, via email and on its website that, due to changes in United States

forex regulations, Dukascopy was required to close all accounts of non-eligible contract participants (non-ECPs) residing in the United States on or before July 15, 2011. Dukascopy offered non-ECP United States residents the option to transfer forex accounts to one of two United States RFEDs, either FXDirectDealer, LLC (FXDD) or Alpari.

23. On July 15, 2011, Dukascopy terminated all non-ECP forex accounts for United States residents and began to transfer those accounts to either FXDD or Alpari, at the customer's discretion. Neither Chandler nor the Pool qualified as an ECP under the Act or the Act, as amended. Consequently, Chandler's Dukascopy Account was terminated.

24. On July 17, 2011, Chandler inquired about the opening of an account at Alpari (Chandler's Alpari account). Chandler's Alpari account was opened on August 3, 2011. The remaining \$292.49 in Chandler's Dukascopy Account was transferred to Chandler's Alpari account on August 8, 2011 via a bulk transfer of non-ECP accounts. On August 5, 2011, Chandler made a \$10,000 deposit into his Alpari account from a personal bank account. Chandler subsequently made two \$5000 deposits from his personal credit card into his Alpari account. There were the only funds deposited into Chandler's Alpari account.

25. While opening Chandler's Alpari account, Chandler had numerous conversations with Alpari via both email and telephone. During these conversations, Chandler indicated he was transferring his Dukascopy Account to Alpari and there was no mention of any other accounts at Dukascopy or any other entity. Chandler never opened an account at FXDD.

26. After July 15, 2011, Dukascopy and other similar entities could not legally have an account in a non-ECP U.S. citizen's name (e.g., Chandler's name). Upon information and belief, Chandler no longer has a forex account at Dukascopy or any other unregistered foreign forex counter-party.

27. Other than the aforementioned Alpari account, Chandler has not opened a forex account at an RFED since July 15, 2011.

28. After the closing of Chandler's Dukascopy Account, Chandler continued to solicit and receive funds from Pool participants for the Pool and represented to Pool participants that Pool funds were traded in the Dukascopy Account. After July 15, 2011, at least six Pool participants gave at least \$485,100 to Chandler to trade in the Pool at Dukascopy. The whereabouts of these funds are unknown. Upon information and belief, Chandler misappropriated such funds.

29. Chandler, for a period of time, paid Pool participants the purported guaranteed return pursuant to their Account Contracts. In early 2012, Chandler began missing payments. Since this time, numerous Pool participants have demanded that Chandler return to them their principal. Chandler has failed to do so, giving a litany of fabricated excuses for not returning Pool participants' funds, including his daughter's cancer recurrence, his wife's illness, and that the funds cannot be transferred back to the United States from Switzerland due to United States tax consequences. Chandler further continues to mislead Pool participants that the Pool is being held at Dukascopy. Upon information and belief, Chandler's representations for why he cannot return Pool participants' funds are false.

30. Upon information and belief, Chandler misappropriated the vast majority of Pool participant funds in the Pool.

31. Chandler and the Pool are not financial institutions, registered broker dealers (or associated persons of a registered broker dealer), insurance companies, bank holding companies, investment bank holding companies, or financial holding companies. From at least July 2010 through July 16, 2011, Chandler solicited and received money from Pool participants for the

purpose of trading forex, and at least some of the counterparties to the forex transactions entered into by Chandler and Pool participants were not financial institutions, registered broker dealers (or associated persons of a registered broker dealer) insurance companies, bank holding companies, or investment bank holding companies, as enumerated in Section 2(c)(2)(B)(II) of the Act, 7 U.S.C. § 2(c)(2)(B)(II) (Supp III 2009). From July 16, 2011 through the present, Chandler solicited and received money from Pool participants for the purpose of trading forex, and at least some of the counterparties to the forex transactions entered into by Chandler and Pool participants were not U.S. financial institutions, registered broker dealers (or associated persons of a registered broker dealer), or financial holding companies, as enumerated in Section 2(c)(2)(B)(II) of the Act, as amended, to be codified at 7 U.S.C. § 2(c)(2)(B)(II).

32. Neither Chandler nor the Pool participants that provided funds to Chandler were “eligible contract participants” as that term is defined in Section 1a(12)(A)(v & xi) of the Act, 7 U.S.C. § 1a(12)(A)(v & xi) (Supp. III 2009), and Section 1a(18)(A)(v & xi) of the Act, as amended, to be codified at 7 U.S.C. § 1a(18)(A)(v & xi) (in each definition, providing that an “eligible contract participant” is an individual with total assets in excess of (i) \$10 million; or (ii) \$5 million and who enters the transaction “to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the individual” or a corporation that (i) has total assets exceeding \$10 million; or (ii) a net worth exceeding \$1 million and enters into the transaction “to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the entity in the conduct of the entity’s business”).

33. To the extent Chandler offered to or used Pool participant funds to trade forex, he offered to or traded contracts for foreign currency on a margined or leveraged basis in the trading

accounts containing funds contributed by Pool participants. The foreign currency contracts offered to or entered into by Chandler neither resulted in delivery 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 foreign currency 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).

34. Chandler engaged in the acts and practices described above knowingly or with reckless disregard for the truth. Chandler engaged in the acts and practices described above by using the instrumentalities of interstate commerce, including the U.S. mail and the internet.

**V. VIOLATION OF THE ACT; THE ACT, AS AMENDED;
AND THE REGULATIONS**

COUNT ONE—FOREX FRAUD

Violations of Section 4b(a)(2)(A) and (C) of the Act and the Act, as amended.

35. The allegations set forth in paragraphs 1 to 34 are re-alleged and incorporated herein by reference.

36. For conduct before July 16, 2011, Section 4b(a)(2) of the Act, 7 U.S.C. § 6b(a)(2) (Supp. III 2009), made 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, or other agreement, contract, or transaction subject to paragraphs (1) and (2) of section 5a(g), 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;

and

(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....

37. For conduct on or after July 16, 2011, Section 4b(a)(2) of the Act, as amended, to be codified at 7 U.S.C. § 6b(a)(2), makes 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, 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;

and

(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....

38. As described above, beginning in at least July 2010 and continuing to the present, Chandler violated Section 4b(a)(2)(A) and (C) of the Act, 7 U.S.C. § 6b(a)(2)(A) & (C) (Supp. III 2009), for conduct before July 16, 2011, and Section 4b(a)(2)(A) and (C) of the Act, as amended, to be codified at 7 U.S.C. § 6b(a)(2)(A) & (C), for conduct on or after July 16, 2011, in or in connection with forex contracts made for, on behalf of, or with other persons, by misappropriating Pool funds, including failing to return Pool participants' funds upon demand; misrepresenting where Pool accounts were held; and misrepresenting that an accountant had prepared account statements for Pool participants.

39. Chandler engaged in the acts and practices described above knowingly or with reckless disregard for the truth.

40. Each act of misappropriation and misrepresentation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Section 4b(a)(2)(A) and (C) of the Act, 7 U.S.C. § 6b(a)(2)(A) & (C) (Supp. III 2009), for conduct before July 16, 2011, and Section 4b(a)(2)(A) and (C) of the Act, as amended, to be codified at 7 U.S.C. § 6b(a)(2)(A) & (C), for conduct on or after July 16, 2011.

COUNT TWO—FRAUD BY COMMODITY POOL OPERATOR

Violations of Section 4a(1) of the Act

41. The allegations set forth in paragraphs 1 to 40 are re-alleged and incorporated herein by reference.

42. As of July 16, 2011, Section 1a(11)(A)(i) of the Act, as amended, to be codified at 7 U.S.C. § 1a(11)(A)(i), defines a CPO as a person:

engaged in a business that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and who, in connection therewith, solicits, accepts, or receives from others, funds ... for the purpose of trading in commodity interests, including any—

- (I) commodity for future delivery...;
- (II) agreement, contract, or transaction described in Section 2(c)(2)(C)(i) or Section 2(c)(2)(D)(i); [or]
- (III) commodity option authorized under section 4c.”

43. Section 4a of the Act, 7 U.S.C. § 6a (2006), makes it unlawful for a “commodity pool operator, or associated person of a commodity pool operator by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly—

- (A) to employ any device, scheme, or artifice to defraud any client or participant or prospective client or participant; or
- (B) to engage in any transaction, practice, or course of business which operates as a fraud or deceit upon any client or participant or prospective client or participant.

44. Beginning on July 16, 2011, Chandler has been operating as a CPO in that he engaged in a business that is of the nature of an investment trust, syndicate or similar form of enterprise, and in connection therewith, solicited, accepted, or received funds, securities, or property from others for the purpose of trading forex.

45. Beginning in at least July 16, 2011 and continuing to present, Chandler, through the use of the mails or other means or instrumentalities of interstate commerce (including through use of U.S. mail to Pool participants and the Internet), has violated Section 4o of the Act, 7 U.S.C. § 6o (2006), by misappropriating Pool funds, including failing to return Pool participants' funds upon demand; misrepresenting where Pool accounts were held; and misrepresenting that an accountant had prepared account statements for Pool participants.

46. Chandler engaged in the acts and practices described above knowingly or with reckless disregard for the truth.

47. Each misappropriation and misrepresentation or omission of material fact, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Section 4o of the Act, 7 U.S.C. § 6o (2006).

COUNT THREE—FRAUD IN CONNECTION WITH OFF-EXCHANGE FOREX TRANSACTIONS

Violations of Regulation 5.2(b)(1) and (3).

48. The allegations set forth in paragraphs 1 to 47 are re-alleged and incorporated herein by reference.

49. Since October 18, 2010, Regulation 5.2(b)(1) and (3), 17 C.F.R. § 5.2(b)(1) & (3) (2012), has made it unlawful for any person, by use of the mails or by any means or instrumentality of interstate commerce, directly or indirectly, in or in connection with any retail

forex transaction: (1) to cheat or defraud or attempt to cheat or defraud any person; or (3) willfully to deceive or attempt to deceive any person whatsoever.

50. Since at least July 2010, Chandler has solicited and received money from Pool participants for the purpose of, among other things, entering into retail forex transactions as defined in Regulation 5.1(m), 17 C.F.R. § 5.1(m) (2012).

51. In connection with his solicitation and receipt of money from Pool participants for the purpose of entering into retail forex transactions, since at least March 2011, Chandler, through the use of the mails or other means or instrumentalities of interstate commerce (including through the use of U.S. mail and the Internet) has violated Regulation 5.2(b)(1) and (3), 17 C.F.R. § 5.2(b)(1) and (3) (2012), by misappropriating Pool funds, including failing to return Pool participants' funds upon demand; misrepresenting where Pool accounts were held; and misrepresenting that an accountant had prepared account statements for Pool participants.

52. Chandler engaged in the acts and practices described above knowingly or with reckless disregard for the truth.

53. Each misappropriation and misrepresentation or omission of material fact, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Regulation 5.2(b)(1) and (3), 17 C.F.R. § 5.2(b)(1) and (3) (2012).

RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that the 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 Chandler is liable for violating Section 4b(a)(2)(A) and (C) of the Act, 7 U.S.C. § 6b(a)(2)(A) & (C) (Supp. III 2009), with respect to conduct before July 16,

2011; finding that Chandler is liable for violating Section 4b(a)(2)(A) and (C) of the Act, as amended, to be codified at 7 U.S.C. § 6b(a)(2)(A) & (C), with respect to conduct on or after July 16, 2011; finding that Chandler is liable for violating Section 4o of the Act, 7. U.S.C. § 6o (2006); and finding that Chandler is liable for violating Regulation 5.2(b)(1) and (3), 17 C.F.R. § 5.2(b)(1) and (3) (2012).

B. An order of permanent injunction prohibiting Chandler, and any other person or entity associated with Chandler, from engaging in conduct that violates Sections 4b(a)(2)(A) and (C) and 4o of the Act, as amended, to be codified at 7 U.S.C. § § 6b(a)(2)(A) & (C) and 6o; and Regulation 5.2(b)(1) and (3), 17 C.F.R. § 5.2(b)(1) and (3) (2012).

C. An order of permanent injunction restraining, enjoining, and prohibiting Chandler from directly or indirectly:

1. Trading on or subject to the rules of any registered entity (as that term is defined in Section 1a of the Act, as amended, 7 U.S.C. § 1a);
2. Entering into any transactions involving commodity futures, options on commodity futures, commodity options (as that term is defined in Regulation 1.3(hh), 17 C.F.R. § 1.3(hh) (2012)) (commodity options), security futures products, and/or foreign currency (as described in Sections 2(c)(2)(B) and 2(c)(2)(C)(i) of the Act, as amended, 7 U.S.C. §§ 2(c)(2)(B) and 2(c)(2)(C)(i)) (forex contracts) for their own personal account or for any account in which they have a direct or indirect interest;
3. Having any commodity futures, options on commodity futures, commodity options, security futures products, and/or forex contracts traded on their behalf;
4. 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, security futures products, and/or forex contracts;
5. 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, security futures products, and/or forex contracts;
6. 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) (2012); and/or

7. Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2012)), agent or any other officer or employee of any person (as that term is defined in Section 1a of the Act, as amended, 7 U.S.C. § 1a) 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) (2012).

D. An order directing Chandler, as well as any successors to Chandler, to disgorge, pursuant to such procedure as the Court may order, all benefits received from the acts or practices which constitute violations of the Act; the Act, as amended, and the Regulations, as described herein, and pre- and post- judgment interest thereon from the date of such violations;

E. An order directing Chandler, as well as any successors to Chandler, to rescind, pursuant to such procedures as the Court may order, all contracts and agreements, whether implied or express, entered into between, with, or among Chandler and any of the Pool participants whose funds were received by Chandler as a result of the acts and practices which constituted violations of the Act; the Act, as amended, and the Regulations, as described herein;

F. An order requiring Chandler to make full restitution to every person or entity whose funds Chandler received or caused another person or entity to receive, from the acts or practices that constitute violations of the Act; the Act, as amended, and the Regulations, as described herein, and pre- and post- judgment interest thereon from the date of such violations;

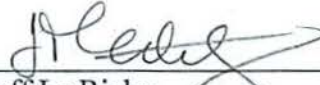
G. An order requiring Chandler to pay civil monetary penalties, to be assessed by the Court, in amounts of not more than the higher of: (1) triple the monetary gain to Chandler for each violation of the Act; the Act, as amended, and the Regulations; or (2) a penalty of \$140,000 for each violation committed;

H. An order requiring Chandler to pay costs and fees, as permitted by 28 U.S.C. §§ 1920 and 2412(a)(2) (2006); and

I. An order providing such other and further relief as this Court may deem necessary and appropriate under the circumstances.

Dated: September 10, 2012.

Respectfully submitted by,



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