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8 Commodity Futures Trading Commission

9 UNITED STATES DISTRICT COURT
10 FOR THE NORTHERN DISTRICT OF CALIFORNIA
11 SAN FRANCISCO DIVISION

12 UNDERSEAL

13
14 UNITED STATES COMMODITY
15 FUTURES TRADING COMMISSION,

16 Plaintiff,

17 v.

18
19 HIGHLANDS CAPITAL
20 MANAGEMENT, L.P., a California
21 limited partnership; and
22 GLENN KANE JACKSON, an individual,
23
24 Defendants.

25
26 COMPLAINT FOR PERMANENT INJUNCTION, CIVIL MONETARY PENALTIES,
27 AND OTHER EQUITABLE RELIEF
28

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FILED

2010 JUN 17 A 10:08

RICHARD V. ...
CLERK, U.S. DISTRICT COURT
SAN FRANCISCO, CALIFORNIA

SC

CV 10 2654
Civil Action No. 10-2654

UNDER SEAL

1 Plaintiff, the United States Commodity Futures Trading
2 Commission ("Commission" or "CFTC"), by its attorneys, alleges
3 as follows:
4

5 I. SUMMARY

6 1. Beginning in or about January 2006 and continuing
7 until December 2009, Defendants Highlands Capital Management
8 ("Highlands") and Glenn Kane Jackson ("Jackson"), individually
9 and in his capacity as founder, manager, employee, and/or agent
10 of Highlands, solicited and accepted more than \$4.305 million
11 from at least 23 members of the general public (hereinafter
12 referred to as "pool participants") for the purported purpose of
13 trading off-exchange foreign currency contracts ("forex").
14

15 2. Defendants offered pool participants subscriptions to
16 two limited partnerships, Highlands Private Clients ("Private
17 Clients") and Highlands Capital Partners ("Capital Partners")
18 (collectively the "Pools"), which were to pool funds collected
19 from pool participants and use the funds to trade forex on the
20 pool participants' behalf. Instead, Defendants used only a
21 portion of those pool participants' funds to trade forex (which
22 trading resulted in net losses). Although they have paid pool
23 participants approximately \$617,000, Defendants have refused to
24 return pool participants' remaining funds despite repeated
25 demands to do so. Approximately \$2.056 million of pool
26 participant funds remains unaccounted for.
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1 3. As part of the solicitation of pool participants,
2 Defendants made false claims, both written and spoken, regarding
3 Jackson's success and background as a forex trader, including
4 the forex trading track record of the Pools.
5

6 4. Further, Jackson sent false account statements and
7 trading summaries and made verbal statements to pool
8 participants claiming that Defendants were engaging in
9 profitable forex trading when, in fact, they were not.
10

11 5. By virtue of this conduct and the further conduct
12 described herein, Defendants have engaged, are engaging, or are
13 about to engage in acts and practices in violation of the
14 Commodity Exchange Act (the "Act"), 7 U.S.C. §§ 1 *et seq.*
15 (2006), as amended by the Food, Conservation, and Energy Act of
16 2008, Pub. L. No. 110-246, Title XIII (the CFTC Reauthorization
17 Act of 2008 ("CRA")), §§ 13101-13204, 122 Stat. 1651 (enacted
18 June 18, 2008).
19

20 6. Jackson committed the acts and omissions described
21 herein within the course and scope of his employment or office
22 at Highlands. Therefore, Highlands is liable under Section
23 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2006), and Section
24 1.2 of the Commission's Regulations ("Regulations"), 17 C.F.R. §
25 1.2 (2009), as principal for its agent's acts, omissions, and
26 failures in violation of the Act, as amended by the CRA.
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1 7. Jackson is liable under Section 13(b) of the Act, 7
2 U.S.C. § 13c(b) (2006), as a controlling person of Highlands for
3 its violations of the Act, as amended by the CRA, because
4 Jackson did not act in good faith or knowingly induced, directly
5 or indirectly, the acts constituting the violations.
6

7 8. Accordingly, pursuant to Section 6c of the Act, 7
8 U.S.C. § 13a-1 (2006), and Section 2(c)(2)(C) of the Act, as
9 amended by the CRA, to be codified at 7 U.S.C. § 2(c)(2)(C), the
10 Commission brings this action to enjoin Defendants' unlawful
11 acts and practices and to compel their compliance with the Act
12 and to further enjoin Defendants from engaging in certain
13 commodity and forex-related activity. In addition, the
14 Commission seeks civil monetary penalties and remedial ancillary
15 relief, including, but not limited to, trading and registration
16 bans, restitution, disgorgement, rescission, pre- and post-
17 judgment interest, and such other relief as the Court may deem
18 necessary and appropriate.
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21 9. Unless restrained and enjoined by this Court,
22 Defendants are likely to continue to engage in the acts and
23 practices alleged in this Complaint and similar acts and
24 practices, as more fully described below.
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1 **II. JURISDICTION AND VENUE**

2 10. Section 6c(a) of the Act, 7 U.S.C. § 13a-1 (2006),
3
4 authorizes the Commission to seek injunctive relief against any
5 person whenever it shall appear to the Commission that such
6 person has engaged, is engaging, or is about to engage in any
7 act or practice constituting a violation of the Act or any rule,
8 regulation, or order thereunder.

9
10 11. The Commission has jurisdiction over the conduct and
11 transactions at issue in this case pursuant to Section 6c of the
12 Act, 7 U.S.C. § 13a-1, and Section 2(c)(2)(C) of the Act, as
13 amended by the CRA, to be codified at 7 U.S.C. § 2(c)(2)(C_.

14
15 12. Venue properly lies with the Court pursuant to Section
16 6c(e) of the Act, 7 U.S.C. § 13a-1, because the pool
17 participants reside, and Defendants transacted business in the
18 Northern District of California, and certain of the
19 transactions, acts, practices, and courses of business alleged
20 in the Complaint occurred, are occurring, and/or are about to
21 occur within this District.

22
23 **III. PARTIES**

24 13. **U.S. Commodity Futures Trading Commission** is an
25 independent federal regulatory agency that is charged by
26 Congress with the administration and enforcement of the Act, 7
27 U.S.C. §§ 1 *et seq.*, as amended by the CRA, and the Regulations
28 promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* The Commission

1 maintains its principal office at Three Lafayette Centre, 1155
2 21st Street, NW, Washington, D.C. 20581.

3 14. **Highlands Capital Management, L.P.** is a California
4 limited partnership with its principal place of business listed
5 as 220 Jackson Street, Third Floor, San Francisco, California
6 94111. Highlands was formed in January 2006 and is the general
7 partner of the Pools purportedly with the exclusive right and
8 authority to manage, operate, and conduct the business of the
9 Pools. Highlands is not, and has never been, registered with
10 the Commission.
11

12 15. **Glenn Kane Jackson** resides in Tiburon, California
13 94920. Jackson is a founder, incorporator, director, manager,
14 officer, employee, and/or agent of Highlands and held himself
15 out to the public as the person in charge of Highlands. Jackson
16 is also the "forex trading advisor" and manager of the Pools.
17 Jackson is not, and has never been, registered with the
18 Commission.
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IV. FACTS

Background

16. From approximately January 2006 through December 2009, Defendants solicited and accepted at least \$4.305 million from at least 23 pool participants for the purported purpose of trading forex.

17. Defendants offered pool participants subscriptions to two limited partnerships, Private Clients and Capital Partners, the terms of which were communicated to pool participants by Defendants, both verbally and through Private Offering Memoranda, Agreements of Limited Partnership, and related documents. According to Defendants' representations, the pool participants' money was to be pooled in the name of the Pools and traded by Jackson with the purported goal of capital growth through forex trading. Pool participants' partnership interests in the Pools were to grow (or shrink) depending on the profits (or losses) from Defendants' forex trading.

18. The Private Offering Memoranda and related documents for both of the Pools provided that Highlands would act as the general partner to each with the exclusive right and authority to manage, operate, and conduct the business of the Pools. In order to subscribe to the Pools, pool participants were required to grant Highlands an irrevocable limited power of attorney concerning all partnership business.

1 19. The Private Offering Memoranda for both of the Pools
2 provided for withdrawal (upon 30 days notice), of a pool
3 participant's funds within 10 days of the end of each calendar
4 quarter. The Private Offering Memoranda further provided that
5 Highlands could suspend withdrawals by pool participants if: (i)
6 the markets were closed or trading is suspended, (ii) regulatory
7 or contractual prohibitions prevented the liquidation of
8 sufficient "portfolio securities" to fund the withdrawals, (iii)
9 the sale of "portfolio securities" would "seriously prejudice"
10 the interests of non-redeeming pool participants, or (iv) there
11 was a "breakdown in the means of communication normally used" to
12 determine the value of the partnership's "investments."
13
14

15 Solicitation

16 20. As part of the solicitation of pool participants,
17 Jackson made false representations regarding his past success
18 and background as a forex trader as well as his track record
19 trading the Pools.
20

21 21. For example, Jackson claimed to have never experienced
22 a single losing year trading forex. Defendants' domestic forex
23 trading accounts managed and controlled by Jackson, however,
24 consistently incurred net losses each year from 2006 to 2009,
25 collectively exceeding \$3.406 million.
26

27 22. Jackson also provided pool participants with copies of
28 his resume suggesting that he had obtained Series 7 and Series

1 63 certifications from the National Association of Securities
2 Dealers when, in fact, Jackson had never been certified as such.

3 23. Jackson knew that the foregoing representations made
4 to pool participants about his background and trading history
5 made to pool participants were false. Jackson made these false
6 statements with the intent to mislead pool participants.
7

8 **The Money Trail**

9 24. Based on Jackson's misrepresentations and omissions
10 regarding his forex trading success and background, beginning in
11 or about January 2006, and continuing until December 2009, at
12 least 23 individuals wired at least \$4.305 million to Defendants
13 for trading forex. Pool participants provided approximately
14 \$885,000 of this amount to Defendants after June 18, 2008.
15

16 25. Specifically, at least nine individuals signed
17 subscription agreements and wired approximately \$1.357 million
18 to Defendants for the purpose of trading forex through Private
19 Clients; at least 14 individuals signed subscription agreements
20 and wired approximately \$2.947 million to Defendants for the
21 purpose of trading forex through Capital Partners.
22

23 26. Of the approximately \$4.305 million provided by pool
24 participants to Defendants for trading forex through the Pools,
25 only approximately \$1.742 million was ever deposited into
26 domestic forex trading accounts held in the name of either of
27 the Pools.
28

1 27. More specifically, only \$114,000 of the \$1.357 million
2 provided by Private Clients' pool participants was ever
3 deposited into a domestic forex trading account, and of the
4 \$114,000, only approximately \$3,500 was traded; the remainder
5 was transferred from the trading account to a bank account
6 controlled by Jackson within days after the initial deposits
7 were made.
8

9 28. Similarly, only approximately \$1.628 million of the
10 \$2.947 million provided by Capital Partners' pool participants
11 was ever deposited into a domestic forex trading account, all of
12 which was lost in trading.
13

14 29. Between February 2006 and June 2009, in response to
15 pool participant requests, Defendants paid pool participants
16 approximately \$617,000 from the Pools' forex trading accounts.
17 Thus, of the approximately \$4.305 million provided by pool
18 participants to Defendants, approximately \$1.628 million was
19 traded and lost, approximately \$617,000 was, over time, paid to
20 pool participants, and the remaining approximately \$2.056
21 million remains unaccounted for, including at least \$700,000
22 provided by pool participants to proposed Defendants after June
23 18, 2008.
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2 **False Statements**

3 30. Beginning as early as August 2008 and continuing
4 through December 2009, Defendants sent account statements and
5 other documents to pool participants showing that Defendants'
6 forex trading was generating consistent profits.
7

8 31. For example, Defendants sent at least one pool
9 participant an IRS K-1 tax form showing profits for 2008 of
10 \$63,000 on his partnership interest of \$370,000. Other pool
11 participants received statements showing quarterly returns for
12 the third quarter of 2009 of 20.74%. Defendants also sent pool
13 participants trading summaries for two purported Private
14 Clients' forex trading accounts showing 80.6% and 12.85%
15 returns, respectively, for the trading period November 2007
16 through December 2008. All of these statements were false.
17
18

19 32. Defendants knew that the foregoing account statements
20 and other representations about Defendants' forex trading made
21 to pool participants were false. Defendants made these false
22 statements with the intent to mislead pool participants.
23

24 **Denial of Pool participants' Withdrawal Requests**

25 33. Although Defendants honored withdrawal requests from
26 pool participants totaling approximately \$617,000, Defendants
27 responded to other withdrawal requests with delay and numerous
28

1 explanations as to why the pool participants' money could not
2 (or would not) be returned.

3 34. For example, in early 2009 Jackson assured some of the
4 pool participants that their money would be returned "next
5 week," "next month," or on a specified date. None of these
6 assurances was honored. Instead, Jackson offered the pool
7 participants various excuses for failing to return their money,
8 including:
9

10 a. that the pool participants' money was "tied up due to
11 new CFTC regulations;"

12 b. that there had been "margin problems" at the futures
13 commission merchant ("FCM") through which Defendants'
14 forex trades were purportedly cleared;

15 c. that the partnership agreement gave Jackson unfettered
16 discretion over the pool participants' funds and that
17 he was not required to return the money unless he
18 determined that it was in the best interest of the
19 partnership.
20

21 35. Each of these explanations was false and inconsistent
22 with the terms of participation in the Pools.
23

24 **Jackson's Control of Highlands**

25 36. Jackson was the founder, principal, manager, and agent
26 of Highlands and of the Pools and at all material times held
27 himself out to the public as such. Jackson solicited pool
28

1 participants to trade forex through the Pools and, in doing so,
2 sent partnership offerings, subscription agreements, account
3 statements, and related documents to pool participants and
4 prospective pool participants. Jackson also carried out and
5 controlled all forex trading conducted on behalf of the pool
6 participants through the Pools. At all material times, Jackson
7 maintained control of bank and other accounts where pool
8 participant funds were held.
9

10 Nature of the Underlying Forex Transactions

11
12 37. Neither Defendants, the Pools, nor the futures
13 commission merchants that were the counterparties to the forex
14 transactions entered into and/or contemplated by Defendants and
15 the pool participants were financial institutions, registered
16 broker dealers, insurance companies, bank holding companies,
17 investment bank holding companies, or the associated persons of
18 such entities.
19

20 38. Defendants pooled pool participants' funds, acted as
21 intermediaries between pool participants and the futures
22 commission merchants, and opened accounts at futures commission
23 merchants in the names of the Pools. The Pools were not
24 "eligible contract participants" ("ECPs") as that term is
25 defined in the Act. See Sections 1a(12)(A)(iv) and (v), of the
26 Act, 7 U.S.C. § 1a(12)(A)(iv) and (v), (2006). An ECP, as
27 relevant here, is
28

1 a. a pool that (i) has total assets exceeding \$5,000,000;
2 and (ii) is formed and operated by a person subject to
3 regulation under this chapter, 7 U.S.C.

4 § 1a(12)(A)(iv); or

5
6 b. a "corporation, partnership, proprietorship,
7 organization, trust, or other entity - (I) that has
8 total assets exceeding \$10,000,000 ... or a net worth
9 exceeding \$1,000,000; and enters the transaction . . .
10 to manage the risk associated with an asset or
11 liability owned or incurred or reasonably likely to be
12 owned or incurred, by the entity in the conduct of the
13 entities business." 7 U.S.C. § 1a(12)(A)(v).

14
15 39. The Pools did not have assets exceeding \$5,000,000,
16 nor was their respective net worth in excess of \$1 million;
17 thus, the Pools were not ECPs pursuant to Sections 1a(12)(A)(iv)
18 or (v) of the Act.

19
20 40. Defendants traded (and/or offered to trade) forex on a
21 margined or leveraged basis in trading accounts containing pool
22 participants' funds. The forex transactions conducted (or
23 contemplated) by Defendants neither resulted in delivery within
24 two days nor created an enforceable obligation to deliver
25 between a seller and a buyer that had the ability to deliver and
26 accept delivery, respectively, in connection with their lines of
27 business. Rather, these forex contracts did, or were to, remain
28

1 open from day to day and ultimately were, or were to be, offset
2 without anyone making or taking delivery of actual currency (or
3 facing an obligation to do so).
4

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

6
7 **COUNT I**

8
9 **Violations of Sections 4b(a)(2)(A)-(C) of the Act as amended by**
10 **the CRA,**
11 **to be codified at 7 U.S.C. §§ 6b(a)(2)(A)-(C)**
12 **(Fraud in Connection with Forex)**

13
14 41. The allegations set forth in paragraphs 1 through 40
15 are realleged and incorporated herein by reference.

16 42. Sections 4b(a)(2)(A)-(C) of the Act as amended by the
17 CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A)-(C), make it
18 unlawful:

19
20 for any person, in or in connection with any order to
21 make, or the making of, any contract of sale of any
22 commodity for future delivery, or other agreement,
23 contract, or transaction subject to paragraphs (1) and
24 (2) of section 5a(g), that is made, or to be made, for
25 or on behalf of, or with, any other person, other than
26 on or subject to the rules of a designated contract
27 market - (A) to cheat or defraud or attempt to cheat
28 or defraud the other person; (B) willfully to make or
cause to be made to the other person any false report
or statement or willfully to enter or cause to be
entered for the other person any false record; (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

1 performed, with respect to any order or contract for
2 or, in the case of paragraph (2), with the other
3 person.

4 43. Section 4b(a)(2)(A)-(C) of the Act, as amended by the
5 CRA, applies to the forex transactions, agreements or contracts
6 offered to or entered into by Defendants for or on behalf of
7 Defendants' pool participants. See Section 2(c)(2)(C)(iv) of
8 the Act, as amended by the CRA, to be codified at 7 U.S.C.
9 § 2(c)(2)(C)(iv).
10

11 44. As set forth above, from at least June 18, 2008,
12 through December 2009, in or in connection with forex contracts,
13 made or to be made, for or on behalf of, or with, other persons,
14 Defendants cheated or defrauded or attempted to cheat or defraud
15 their pool participants and prospective pool participants and
16 willfully deceived or attempted to deceive their pool
17 participants and prospective pool participants by, among other
18 things, knowingly, (i) misrepresenting Jackson's background and
19 trading success as a forex trader, (ii) misappropriating pool
20 participant funds, and (iii) making or causing to be made false
21 account statements, trading summaries, and tax forms to pool
22 participants misstating the value of, and trading activity in,
23 their accounts., all in violation of Sections 4b(a)(2)(A) and
24 (C) of the Act as amended by the CRA, to be codified at 7 U.S.C.
25 §§ 6b(a)(2)(A) and (C).
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1 45. As set forth above, from at least June 18, 2008,
2 through December 2009, in or in connection with forex contracts,
3 made or to be made, for or on behalf of, or with, other persons,
4 Defendants willfully made or caused to be made false reports to
5 pool participants and prospective pool participants by, among
6 other things, knowingly providing pool participants fraudulent
7 account statements, trading summaries, and tax forms that
8 misrepresented the value of pool participants' accounts and pool
9 participants' holdings, in violation of Section 4b(a)(2)(B) of
10 the Act as amended by the CRA, to be codified at 7 U.S.C. §
11 6b(a)(2)(B).
12

13
14 46. Defendants engaged in the acts and practices described
15 above knowingly or with reckless disregard for the truth.
16

17 47. At all relevant times, Jackson controlled Highlands
18 and the Pools, directly or indirectly, and did not act in good
19 faith or knowingly induced, directly or indirectly, Highlands's
20 conduct alleged in this Complaint. Therefore, pursuant to
21 Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2006), Jackson is
22 liable for Highlands's violations of Sections 4b(a)(2)(A)-(C) of
23 the Act as amended by the CRA, to be codified at 7 U.S.C.
24 §§ 6b(a)(2)(A)-(C).
25

26 48. The foregoing acts, misrepresentations, omissions, and
27 failures of Jackson occurred within the scope of his employment
28 or office with Highlands, therefore, Highlands, is liable for

1 those acts, omissions and failures pursuant to Section
2 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2006), and
3 Regulation 1.2, 17 C.F.R. § 1.2 (2009).
4

5 49. Each misrepresentation, omission or instance of
6 misappropriation and each issuance of a false statements,
7 including but not limited to those specifically alleged herein,
8 is alleged as a separate and distinct violation of Sections
9 4b(a)(2)(A)-(C) of the Act as amended by the CRA, to be codified
10 at 7 U.S.C. §§ 6b(a)(2)(A)-(C).
11

12 VI. RELIEF REQUESTED

13 **WHEREFORE**, the Commission respectfully requests that the
14 Court, as authorized by Section 6c of the Act, 7 U.S.C. § 13a-1,
15 and pursuant to its own equitable powers, enter:
16

17 a) An order finding that Defendants violated Sections
18 4b(a)(2)(A)-(C) of the Act as amended by the CRA, to be codified
19 at 7 U.S.C. §§ 6b(a)(2)(A)-(C);

20 b) An order of permanent injunction prohibiting
21 Defendants and any of their agents, servants, employees, assigns,
22 attorneys, and persons in active concert or participation with any
23 Defendant, including any successor thereof, from engaging,
24 directly or indirectly:
25

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

1 (ii) trading on or subject to the rules of any
2 registered entity (as that term is defined in Section
3 1a(29) of the Act, 7 U.S.C. § 1a(29) (2006);

4 (iii) entering into any transactions involving
5 commodity futures, options on commodity futures, commodity
6 options (as that term is defined in Regulation 32.1(b)(1),
7 17 C.F.R. § 32.1(b)(1) (2009)) ("commodity options"),
8 and/or foreign currency (as described in Sections
9 2(c)(2)(B) and 2(c)(2)(C)(i) of the Act as amended by the
10 CRA, to be codified at 7 U.S.C. §§ 2(c)(2)(B) and
11 2(c)(2)(C)(i)) ("forex contracts") for their own personal
12 account or for any account in which they have a direct or
13 indirect interest;
14

15 (iv) having any commodity futures, options on
16 commodity futures, commodity options, and/or forex
17 contracts traded on their behalf;

18 (v) controlling or directing the trading for or on
19 behalf of any other person or entity, whether by power of
20 attorney or otherwise, in any account involving commodity
21 futures, options on commodity futures, commodity options,
22 and/or forex contracts;

23 (vi) soliciting, receiving, or accepting any funds
24 from any person for the purpose of purchasing or selling
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1 any commodity futures, options on commodity futures,
2 commodity options, and/or forex contracts;

3 (vii) applying for registration or claiming
4 exemption from registration with the Commission in any
5 capacity, and engaging in any activity requiring such
6 registration or exemption from registration with the
7 Commission, except as provided for in Regulation
8 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2009);

9 (viii) acting as a principal (as that term is
10 defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2009)),
11 agent or any other officer or employee of any person
12 registered, exempted from registration or required to be
13 registered with the Commission, except as provided for in
14 Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2009).

15 c) An order directing Defendants, as well as any
16 successors, to disgorge, pursuant to such procedure as the Court
17 may order, all benefits received from the acts or practices
18 which constitute violations of the Act, as amended by the CRA,
19 as described herein, and pre- and post-judgment interest thereon
20 from the date of such violations;

21 d) An order directing Defendants to make full restitution
22 to every person or entity whose funds they received or caused
23 another person or entity to receive as a result of acts and
24 practices that constituted violations of the Act, as amended by
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1 the CRA, as described herein, and pre- and post-judgment
2 interest thereon from the date of such violations;

3 e) An order directing Defendants and any successors
4 thereof, to rescind, pursuant to such procedures as the Court
5 may order, all contracts and agreements, whether implied or
6 express, entered into between them and any of the pool
7 participants whose funds were received by them as a result of
8 the acts and practices which constituted violations of the Act,
9 as amended by the CRA, described herein;
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11

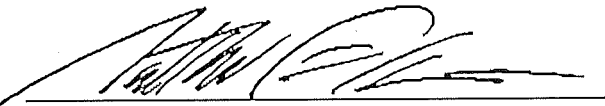
12 f) An order directing each Defendant to pay a civil
13 monetary penalty in the amount of the higher of (1) triple the
14 monetary gain to each Defendant for each violation of the Act,
15 as amended by the CRA, described herein or (2) \$140,000 for each
16 violation of the Act committed on or after October 23, 2008, and
17 \$130,000 for each violation committed before October 23, 2008,
18 plus post-judgment interest;
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1 g) An order requiring Defendants to pay costs and fees as
2 permitted by 28 U.S.C. §§ 1920 and 2412(a)(2); and

3 h) Such other and further relief as the Court deems
4 proper.
5

6
7 Dated: June 17, 2010 Respectfully submitted,
8

9
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