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UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA  
ABINGDON DIVISION

FEB 23 2010

JOHN F. CORCORAN, CLERK  
BY: *J. Corcoran*  
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U.S. COMMODITY FUTURES TRADING  
COMMISSION,

Plaintiff,

v.

RONALD W. SMITH, JR., as an individual,  
and d/b/a SAFEGUARD 30/30  
INVESTMENT CLUB,

Defendant.

and

ANGELA A. DUTY SMITH, an individual,  
and  
TIGRE SYSTEMS, INC., a Wyoming  
corporation,

Relief Defendants.

CASE NO. 1:10CV9

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

Plaintiff U.S. Commodity Futures Trading Commission ("Commission" or "CFTC")

alleges as follows:

**I. SUMMARY**

1. Since at least January 2009 through the present ("relevant period"), Defendant Ronald W. Smith, Jr. ("Defendant R. Smith") doing business as Safeguard 30/30 Investment Club ("Safeguard") fraudulently solicited, directly and through at least one other person, at least \$800,000 from at least 34 individuals or entities for the purported purpose of trading managed accounts and/or a pooled investment operated and managed by Defendant R. Smith and in

connection with agreements, contracts or transactions in off-exchange foreign currency (“forex” or “foreign currency”) that are margined or leveraged.

2. In his oral and written solicitations, Defendant R. Smith falsely claimed that Safeguard’s trading program had a success rate of over 95% and lured prospective customers with the prospect of quickly making large profits with returns such as 30 percent in 30 days. While luring prospective customers with claims of large profits, Defendant R. Smith minimized and failed to disclose fully the risks of trading leveraged foreign currency. Overall, Defendant R. Smith created the false impression of a sophisticated and experienced foreign currency firm.

3. Defendant R. Smith used little, if any, of the approximately \$800,000 solicited from customers to trade foreign currency.

4. Instead, upon information and belief, Defendant R. Smith, through Tigre Systems, Inc. (“Tigre”), misappropriated customer funds to make payments to other customers of their purported profits or principal, in the manner akin to a “Ponzi” scheme, to pay for personal use, including paying for such personal expenses as furniture, pool services, and carpeting, and to pay for purported business expenses that perpetuated his fraudulent foreign currency business.

5. To conceal the lack of trading and misappropriation throughout most of the relevant period, Defendant R. Smith, through Tigre, provided false account statements to Safeguard customers representing that Defendant R. Smith was profitably trading on their behalf.

6. When certain customers requested a return of their investment as reflected in the account statements, Defendant R. Smith gave various false excuses why their funds could not be returned to them, including falsely representing that Safeguard could not repay its customers because the Securities and Exchange Commission (“SEC”) was conducting an investigation.

Most recently, Defendant R. Smith notified a customer that he was shutting down Safeguard and told at least one customer that the bank was delaying the return of funds.

7. By virtue of this conduct and the further conduct described herein, Defendant R. Smith has engaged, is engaging, or is about to engage in acts and practices in violation of anti-fraud provisions of the Commodity Exchange Act (the “Act”), 7 U.S.C. §§ 1 *et seq.* (2006), as amended by the Food, Conservation, and Energy Act of 2008, Pub. L. No. 110-246, Title XIII (the CFTC Reauthorization Act of 2008 (“CRA”)), §§ 13101-13204, 122 Stat. 1651 (enacted June 18, 2008).

8. Relief Defendants Angela A. Duty Smith (“A. Smith”) and Tigre received customer funds to which they have no legitimate interest or entitlement and which were derived from Defendant R. Smith’s fraudulent acts. A. Smith and Tigre, therefore, must return and repay these funds.

9. Accordingly, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006), and Section 2(c)(2) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 2(c)(2), the Commission brings this action to enjoin Defendant R. Smith’s unlawful acts and practices, and to compel Defendant R. Smith to comply with the Act. 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 such other relief as the Court may deem necessary and appropriate.

10. Unless restrained and enjoined by this Court, Defendant R. Smith is likely to continue to engage in the acts and practices alleged in this Complaint and similar acts and practices, as more fully described below.

## II. JURISDICTION AND VENUE

11. This Court has jurisdiction over this action pursuant to Section 6c(a) of the Act, 7 U.S.C. § 13a-1 (2006), and Section 2(c)(2)(C)(i)-(iii) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 2(c)(2)(C)(i)-(iii).

12. Section 6c(a) authorizes the Commission to seek injunctive relief in district court against any person whenever it shall appear to the Commission that such person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of the Act or any rule, regulation, or order thereunder. In addition, this section authorizes the Commission to bring a civil action in district court to enforce compliance with the Act and any rule, regulation or order thereunder.

13. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2006), because Defendant R. Smith is found, inhabits, resides and/or transacts business in the Western District of Virginia, and certain of the transactions, acts, practices, and courses of business alleged to have violated the Act occurred, are occurring, and/or are about to occur within this District.

## III. PARTIES

14. Plaintiff **Commodity Futures Trading Commission** is an independent federal regulatory agency that is charged by Congress with the administration and enforcement of the Act, 7 U.S.C. §§ 1 *et seq.* (2006), as amended by the CRA, and the Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* (2009). The Commission maintains its principal office at Three Lafayette Centre, 1155 21<sup>st</sup> Street, NW, Washington, D.C. 20581.

15. Defendant **Ronald W. Smith, Jr.**, doing business as Safeguard, is an individual residing in Vansant, Virginia, with a former address of Post Office Box 481, Davenport,

Virginia. Safeguard has a website but does not appear to be a legal entity or have a physical location. Defendant R. Smith has held himself out as president of Safeguard and as an officer and employee of Relief Defendant Tigre. Defendant R. Smith has never been registered with the CFTC. Defendant R. Smith is not a financial institution, registered broker dealer, insurance company, financial holding company, or investment banking holding company, and is not an associated person of such entities.

16. Relief Defendant **Tigre Systems, Inc.** is a Wyoming corporation with a principal place of business at 13791 East Rice Place, Aurora, Colorado 80015. Tigre is also registered as a foreign corporation in Colorado with a street address of 123 West First Street, Suite 675, Casper, Wyoming 82601 and a mailing address of Post Office Box 481, Davenport, Virginia. The Davenport mailing address was formerly the mailing address of R. Smith. Tigre has never been registered with the CFTC. Tigre is not a financial institution, registered broker dealer, insurance company, financial holding company, or investment banking company, and is not an associated person of such entities.

17. Relief Defendant **Angela A. Duty Smith** is an individual residing in Vansant, Virginia, at the same street address as Defendant R. Smith. A. Smith is the spouse of Defendant R. Smith. A. Smith has never been registered with the CFTC. A. Smith is not a financial institution, registered broker dealer, insurance company, financial holding company, or investment banking holding company, and is not an associated person of such entities.

#### IV. FACTS

##### Defendant's Fraudulent Solicitation of Customers to Trade Forex

18. During the relevant period, Defendant R. Smith, doing business as Safeguard, fraudulently solicited, directly and through at least one other person, at least \$800,000 from at

least 34 individuals and entities for the purported purpose of trading managed accounts and/or a pooled investment operated and managed by Defendant R. Smith and in connection with agreements, contracts or transactions in off-exchange forex that are margined or leveraged.

19. In his oral and written solicitations, Defendant R. Smith, directly and through at least one other person, represented that he would trade foreign currency on behalf of customers.

20. At least certain of Defendant R. Smith's customers, if not all, were individuals who each had total assets of less than \$5 million.

21. Defendant R. Smith solicited prospective customers through a website [www.safeguard3030.com](http://www.safeguard3030.com) ("Safeguard website"), and a video posted on [www.youtube.com](http://www.youtube.com) ("Safeguard video"). Defendant R. Smith also used at least one other individual to solicit prospective customers in the name of Safeguard and made payments to him.

22. Upon information and belief, Defendant R. Smith also travelled to Florida to solicit customers.

23. In a communication with at least one customer, Defendant R. Smith described himself as the president of Safeguard and otherwise acts as a primary Safeguard representative.

24. Through the Safeguard video and website, Defendant R. Smith made false promises of huge returns, boasted that the Safeguard trading program had an extraordinarily high percentage of winning trades, and minimized the significant risks of trading leveraged foreign currency.

#### **The Safeguard Website**

25. Safeguard has maintained, and continues to maintain, a website. Through the Safeguard website and other means, Defendant R. Smith offers a purported "private investment

club” through which he purportedly manages leveraged or margined foreign currency trading on behalf of their members.

26. The Safeguard website falsely promises returns on trading of “up to 30% in 30 days.” The website also boasts of an extraordinary success rate and minimizes and fails to fully disclose the significant risks of trading leveraged foreign currency. The Safeguard website states: “All investing has some layers of inherent risk involved ... however, our platform has 95.5% of the trades that are initiated are winning and only 4.5% are losses.”

27. The Safeguard website creates the illusion of a sophisticated, experienced foreign currency firm by falsely claiming that the funds “are managed by a team of investment experts and we also utilize several automated systems that were developed to take advantage of economical trends.” The website also reassures customers that investments are thoroughly investigated.

28. The Safeguard website also explains about leveraged trading.

#### **The Safeguard Video**

29. The Safeguard video opens with the statement that Safeguard will show “the power of the foreign currency market” and provides an example of how the purported Safeguard trading program made a “whopping 298% in just a mere 17 trading days.” In explaining the example, the video shows purported trading account statements in the name of Ron Smith and purportedly held at a foreign currency firm.

30. Defendant R. Smith appears in the Safeguard video posted on [www.youtube.com](http://www.youtube.com) and solicits prospective customers. In the video, he makes the same false claims of huge returns and high success rate and minimizes and fails to disclose the risks of trading leveraged foreign currency. On the video, he falsely claims: “[o]ver the last years we designed a trading program

that wins 95.5 per cent of the time. That means 95.5 per cent of the trades that we initiate generate a profit. And with our money management techniques, we minimize our losses when we do lose that four and a half per cent. By choosing to create a club, that allows us to generate leverage. Leverage is something that traders use to give them more trading opportunities in the market. Well, with that being said, we believe that we've made a program that allows everybody a place to invest their funds that's safe. Granted, all trading has some risk but we've minimized it as much as we possibly can to make sure that your funds are safeguarded for the future."

31. To lure and reassure prospective customers as to his legitimacy, Defendant R. Smith also claims in the video that Safeguard "designed the club for the general investor to have a place to invest their money, to utilize the exact same platforms that the ultra-rich, large investment bankers and large corporations use."

32. In the Safeguard video, Defendant R. Smith closes by urging prospective customers to join Safeguard by clicking "on the tab at the top of the screen that says registration, one of our Registration Specialists would love to sign you up for the club and help you start to safeguard your future."

33. In soliciting prospective customers on behalf of Defendant R. Smith and in the name of Safeguard, at least one third party solicitor or marketer made the same or similar misrepresentations and omissions as alleged above.

34. In his solicitations directly and through at least one other person, Defendant R. Smith fails to disclose to customers and prospective customers: (1) that his claims of a 95.5% success rate were false; (2) that there was no basis for his representations that customers could quickly make large profits such as 30 percent in 30 days; and (3) that he was operating a Ponzi scheme, misappropriating funds and not engaging in trading on behalf of customers.



35. Defendant R. Smith either knew the falsity of, or acted with reckless disregard for the truth of, the material misrepresentations and omissions in the solicitations and acceptance of customer funds.

36. Customers and prospective customers relied on Defendant R. Smith's representations and omissions in making their decisions to invest and reinvest with Defendant R. Smith.

**Defendant R. Smith Engaged In Little, if Any, Trading On Behalf of Customers**

37. Beginning in December 2008, Relief Defendant Tigre opened a corporate proprietary bank account in its name at the Branch Banking & Trust Company ("BB&T") in Honaker, Virginia ("Tigre bank account"). Relief Defendant A. Smith, the wife of the Defendant R. Smith, opened the Tigre bank account and represented in the account opening documentation that she was the treasurer of Tigre.

38. At all relevant times, A. Smith was, and continues to be, the sole signatory on the Tigre bank account into which customer funds were deposited.

39. Defendant R. Smith holds himself out as an officer and employee of Tigre.

40. Defendant R. Smith instructed Safeguard customers to wire their investment funds directly to the Tigre bank account, and customers did so.

41. Customers sent at least \$800,000 by check and/or wire transfer payable to the Tigre bank account between January 2009 and December 2009.

42. Little, if any, of the customer funds deposited into the Tigre bank account were used to trade foreign currency or for any investment purpose.

43. Defendant R. Smith also never even opened a trading account in the name of Defendant R. Smith, Tigre or customers at any domestic futures commission merchant, or upon information and belief, elsewhere.

**Defendant R. Smith Misappropriated Customer Funds**

44. Upon information and belief, Defendant R. Smith assisted, directed, or controlled A. Smith's handling of the customer funds deposited in the Tigre bank account.

45. Defendant misappropriated funds by using at least \$410,000 of customer funds to make payments of purported profits or to return principal to Safeguard customers.

46. The Tigre bank account appears to be treated as a personal checking account of the Smiths. A. Smith made personal withdrawals and paid personal expenses for the apparent benefit of Defendant R. Smith and herself. Such personal expenses include payments for furniture, pool and pool house related expenses, flooring, roofing, eyewear, and clothing. From the Tigre bank account, A. Smith also paid apparent business related expenses that perpetuated the fraud, including but not limited to payments for hotels, a car, limousine service, and at least one third party marketer who received over \$157,000.

47. Accordingly, upon information and belief, Defendant R. Smith misappropriated, or caused to be misappropriated, at least \$800,000 of the customer funds received, for personal expenses, fraudulent business expenses, and payments of purported profits, or to return principal to the Safeguard customers.

48. Upon information and belief, Relief Defendants Tigre and A. Smith have received customer funds as a result of Defendant R. Smith's fraudulent acts that do not reflect payment for any purported legitimate services they may have provided.

**Defendant R. Smith Concealed His Fraud with False Statements and False Claims**

49. Defendant R. Smith, directly and through Tigre, concealed his misappropriation and ongoing fraud through written communications and statements that falsely represented that Safeguard has actually and profitably traded foreign currency on behalf of customers.

50. Throughout the relevant period, Defendant R. Smith, through Tigre, issued, or caused to be issued, account statements to customers showing consistently profitable results from Safeguard's purported foreign currency trading on behalf of customers.

51. Relying on the consistently profitable account statements, certain customers invested additional funds with Defendant R. Smith.

52. Starting in at least October 2009, certain Safeguard customers requested that Safeguard return their funds, but their demands for funds to be returned have not been met. Instead, Defendant R. Smith directly and through at least one other person made a variety of excuses to delay returning funds.

53. Defendant R. Smith personally communicated with at least three Safeguard customers to reassure them that their funds would be returned.

54. In November 2009, Defendant R. Smith falsely represented in an email sent to at least four Safeguard customers that funds could not be returned to Safeguard customers and Safeguard could not trade due to a purported on-going investigation by the SEC triggered by customer complaints. However, after informing customers that Safeguard was cleared of wrongdoing by the purported SEC investigation in December 2009, Defendant R. Smith still did not return all of the funds to customers.

55. Most recently in late January 2010, Defendant R. Smith announced the closing of the Safeguard club because of purported “ups and downs” and falsely told at least one customer that the bank was delaying the return of customer funds.

**V. COUNT ONE:**

**Violations of the Commodity Exchange Act**

**Violations of Sections 4b(a)(2)(A)-(C) of the Act,  
as amended by the CRA  
(Fraudulent Solicitation, Misappropriation and False Statements)**

56. The allegations set forth in paragraphs 1 through 55 are realleged and incorporated herein by reference.

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

for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, 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; (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; [or] (C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person.

Sections 4b(a)(2)(A)-(C) of the Act, as amended by the CRA, apply to the foreign currency transactions, agreements or contracts offered by Defendants. Section 2(c)(2)(C)(iv) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 2(c)(2)(C)(iv).

58. As set forth above, during the relevant period, in or in connection with foreign currency contracts, made, or to be made, for or on behalf of, or with, other persons, Defendant R. Smith cheated or defrauded or attempted to cheat or defraud customers or prospective customers;

willfully made or caused to be made false reports or statements to another person; willfully deceived or attempted to deceive customers or prospective customers by, among other things, knowingly (i) fraudulently soliciting customers and prospective customers by, among other false claims, falsely claiming returns of up to 30% and a 95.5% success rate, and minimizing and failing to fully disclose the risks of trading leveraged foreign currency; (ii) misappropriating customer funds that purportedly were to be used to trade forex; (iii) misrepresenting forex trading activity that purportedly occurred on behalf of Safeguard customers, as well as purported returns Safeguard customers would and did receive on their forex investments; (iv) failing to disclose that Defendant R. Smith was operating a Ponzi scheme and misappropriating customer funds; and (v) making, causing to be made, and distributing reports and statements to Safeguard customers that contained false account values, false returns on investment, and other misinformation, all in violation of Sections 4b(a)(2)(A)-(C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A)-(C).

59. Defendant R. Smith engaged in the acts and practices described above knowingly or with reckless disregard for the truth.

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

**VI. COUNT TWO:  
Disgorgement of Funds From the Relief Defendants**

61. Paragraphs 1 through 60 are re-alleged and incorporated herein.

62. Defendant R. Smith has defrauded Safeguard customers.

63. Relief Defendant A. Smith is the sole signatory of the Tigre bank account into which customer funds were deposited. A. Smith used this Tigre bank account to pay personal expenses. A. Smith thus received funds from Defendant R. Smith that were derived from Defendant R. Smith's fraudulent acts.

64. Relief Defendant Tigre maintained the bank account at BB&T bank into which customer funds were deposited. A. Smith, who represented that she was Tigre's treasurer, received funds as a result of the Defendant R. Smith's fraudulent conduct and has been unjustly enriched thereby.

65. Upon information and belief, to the extent that the Relief Defendant A. Smith provided any purported services to Safeguard, Relief Defendant A. Smith received customer funds as a result of the Defendant R. Smith's fraudulent conduct beyond which she would have any legitimate entitlement to or interest.

66. Relief Defendant A. Smith should be required to disgorge those funds or the value of those funds that she received from the acts or practices of Defendant R. Smith that constitute violations of the Act.

67. Relief Defendant Tigre maintains a bank account at BB&T bank. A. Smith is the sole signatory on the Tigre account at BB&T bank. Funds from Safeguard's customers have been deposited into the Tigre account at BB&T bank. Tigre thus received funds from Defendant R. Smith that were derived from Defendant R. Smith's fraudulent acts.

68. Relief Defendant Tigre received funds as a result of the Defendant R. Smith's fraudulent conduct and has been unjustly enriched thereby.

69. Upon information and belief, to the extent that the Relief Defendant Tigre provided any purported services to Safeguard, Relief Defendant Tigre received customer funds

as a result of Defendant R. Smith's fraudulent conduct beyond which it would have any legitimate entitlement to or interest in.

70. Relief Defendant Tigre should be required to disgorge those funds or the value of those funds that it received from the acts or practices of Defendant R. Smith that constitute violations of the Act.

## VII. RELIEF REQUESTED

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

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

b) An order of permanent injunction prohibiting Defendant R. Smith and any of his agents, servants, employees, assigns, attorneys, and persons in active concert or participation with Defendant R. Smith, including any successor thereof, from engaging, directly or indirectly:

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

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

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

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

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

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

(vii) 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) (2009);

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

c) An order directing Defendant R. Smith and Relief Defendants Tigre and A. Smith, as well as any successors to any defendant or relief defendant, 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, as described herein, and pre- and post-judgment interest thereon from the date of such violations;

d) An order directing Defendant R. Smith to make full restitution to every person or entity whose funds Defendant R. Smith received or caused another person or entity to receive as



a result of acts and practices that constituted violations of the Act, as described herein, and pre- and post-judgment interest thereon from the date of such violations;

e) An order directing Defendant R. Smith and any successors thereof, to rescind, pursuant to such procedures as the Court may order, all contracts and agreements, whether implied or express, entered into between them and any of the customers whose funds were received by them as a result of the acts and practices which constituted violations of the Act, as described herein;

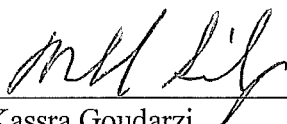
f) An order directing Defendant R. Smith to pay a civil monetary penalty for each violation of the Act described herein, plus post-judgment interest, in the amount of the higher of: \$140,000 for each violation of the Act committed on or after October 23, 2008, \$130,000 for each violation of the Act committed on or between October 23, 2004 and October 22, 2008; or triple the monetary gain to Defendant R. Smith for each violation of the Act described herein, plus post-judgment interest;

g) An order requiring Defendant R. Smith to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2412(a)(2) (2006); and

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

Dated: February 23, 2010.

Respectfully submitted by,

  
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