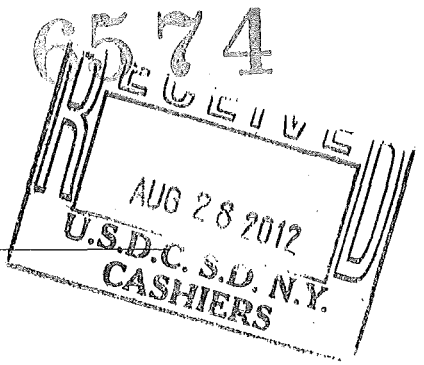
JUDGE JONES

12 CIV 6574

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



U.S. COMMODITY FUTURES TRADING COMMISSION,

Plaintiff,

v.

IGLOBAL STRATEGIC MANAGEMENT, LLC and MARC PERLMAN,

Defendants.

Case No. _____

ECF Case

COMPLAINT FOR INJUNCTIVE AND OTHER EQUITABLE RELIEF AND FOR CIVIL MONETARY PENALTIES PURSUANT TO THE COMMODITY EXCHANGE ACT

JURY TRIAL DEMANDED

Plaintiff U.S. Commodity Futures Trading Commission ("CFTC" or "Commission"), by its attorneys, alleges as follows:

I.

SUMMARY OF DEFENDANTS' VIOLATIONS OF THE COMMODITY EXCHANGE ACT

1. From at least March 2009 through at least November 2011 (the "Relevant Period"), Defendants iGlobal Strategic Management, LLC ("iGlobal") and Marc Perlman ("Perlman") operated a Ponzi scheme by which they fraudulently solicited from at least 17 members of the general public—largely individuals from the deaf community—(the "iGlobal Investors") at least $670,000 to invest in a pooled investment vehicle for the purpose of trading leveraged off-exchange foreign currency contracts ("forex").

2. Perlman furthered his and iGlobal's fraudulent scheme by playing upon the Christian faith of certain iGlobal Investors, using claims concerning his own faith and references to scripture to obtain the trust of certain iGlobal Investors.

3. Less than half of the funds invested by the iGlobal Investors—approximately $305,000—were used to trade forex, while the rest of the funds were used for unauthorized

purposes, including: payouts of fictitious "profits" to certain iGlobal Investors; cash withdrawals of funds that were not re-deposited into the iGlobal trading or bank accounts; charges at department stores, electronic stores, grocery stores and restaurants; and payment of rent for Perlman's personal residence.

4. The funds that were invested in forex resulted in losses that consumed nearly all of the $305,000 of invested funds.

5. iGlobal by and through its agents, officials and employees (including Perlman) and Perlman individually knowingly, willfully or with reckless disregard for the truth thereof, misrepresented that the iGlobal Investors' funds would be invested in forex and fraudulently omitted and/or concealed that iGlobal and Perlman used and planned to use the iGlobal Investors' funds for purposes other than forex investments.

6. Further, iGlobal by and through its agents, officials and employees (including Perlman) and Perlman individually, knowingly, willfully or with reckless disregard for the truth thereof, misrepresented that the trades executed in connection with the iGlobal investments were profitable and that certain iGlobal Investors were earning and were being (or would be) paid profits from the trading of their funds. iGlobal and Perlman made further misstatements by issuing written statements that falsely reported profits and falsely listed the respective iGlobal Investors' full principal when, in fact, more than half of the funds had been misappropriated and the trading had resulted in net losses.

7. By virtue of this conduct and, as more fully set forth below, Defendants iGlobal and Perlman have engaged, are engaging and/or are about to engage in fraudulent acts and practices that violate the Commodity Exchange 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 ("CRA")), § 13102, 122 Stat. 1651 (effective June 18, 2008), and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank Act"), Pub. L. No. 111-203, Title VII (the Wall Street Transparency and Accountability Act of 2010), §§ 701-774, 124 Stat. 1376 (enacted July 21, 2010), (the "CEA" or the "Act") and the regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* ("Commission Regulations"), specifically, Sections 4b(a)(2)(A)-(C) and 4*o*(1)(A)-(B) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) and 7 U.S.C. § 6*o*(1)(A)-(B), and Commission Regulation 5.2(b), 17 C.F.R. 5.2(b).

8. Perlman committed the acts described herein within the scope of his employment or office while acting as an officer or agent for iGlobal. Therefore, iGlobal is liable for the violations set forth above pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B), and Commission Regulation 1.2, 17 C.F.R. § 1.2.

9. Throughout the Relevant Period, Perlman directly controlled iGlobal and did not act in good faith and/or knowingly induced, directly or indirectly, the acts constituting iGlobal's violations of the Act and Commission Regulations. As a result, Perlman is liable for the violations set forth above pursuant to Section 13(b) of the Act, 17 U.S.C. § 13c(b).

10. Accordingly, pursuant to Section 2(c)(2)(C) and Section 6c of the Act, 7 U.S.C. §§ 2(c)(2)(C) and 7 U.S.C. §§ 13a-1, the Commission brings this action to enjoin such acts and practices and compel compliance with the Act. In addition, the Commission seeks civil monetary penalties and equitable 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 deems necessary or appropriate under the circumstances.

11. Unless restrained and enjoined by this Court, there is a reasonable likelihood that Defendants will continue to engage in the acts and practices alleged in this Complaint or similar acts and practices, as is more fully described below.

II.

JURISDICTION AND VENUE

12. This Court has jurisdiction over this action pursuant to Section 6c(a) of the Act, 7 U.S.C. § 13a-1(2006), which authorizes the Commission to seek injunctive relief 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.

13. The Commission has jurisdiction over the conduct, agreements, contracts, transactions, accounts and pooled investment vehicles at issue in this case pursuant to Section 2(c)(2)(C) of the Act, as amended, to be codified at 7 U.S.C. § 2(c)(2)(C).

14. Venue properly lies with the Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e), in that Defendants transact business in this District.

15. iGlobal and Perlman opened and maintained forex trading accounts with a firm located in New York, NY that is registered with the Commission as a futures commission merchant and retail foreign exchange dealer (the "New York FCM"). iGlobal and Perlman transferred funds belonging to the iGlobal Investors to those trading accounts where forex trades were entered into with the New York FCM.

III.

PARTIES

A. PLAINTIFF U.S. COMMODITY FUTURES TRADING COMMISSION

16. Plaintiff U.S. Commodity Futures Trading Commission (as defined above, the "Commission" or "CFTC") is an independent federal regulatory agency charged with the responsibility for administering and enforcing the provisions of the Act and Commission Regulations.

B. DEFENDANT iGLOBAL STRATEGIC MANAGEMENT, LLC

17. Defendant iGlobal Strategic Management, LLC (as defined above, "iGlobal") is a limited liability company organized in Nevada with an office located in Lake Tahoe, Nevada.

18. Throughout the Relevant Period, iGlobal was not registered with the Commission.

19. iGlobal filed a notice with the National Futures Association on July 6, 2009, claiming an exemption from registration as a commodity pool operator pursuant to Commission Regulation 4.13(a)(2).

20. iGlobal acted as a commodity pool operator in respect of the iGlobal Investors' funds in that iGlobal 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 and received from others funds for the purpose of engaging in forex transactions.

21. iGlobal is not a financial institution, registered broker or dealer, insurance company, financial holding company, investment bank holding company, or the associated person of a registered broker or dealer, registered broker or dealer, insurance company, financial holding company, or investment bank holding company.

22. iGlobal is not an "eligible contract participant" and certain iGlobal Investors are not "eligible contract participants," as that term is defined by Section 1a(12) of the Act, 7 U.S.C. § 1a(12).

23. Thus, iGlobal's conduct is subject to Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C).

C. DEFENDANT MARC PERLMAN

24. Defendant Marc Perlman (as defined above, "Perlman") is an individual residing in Rancho Cucamonga, California.

25. During the Relevant Period, Perlman was a principal and officer of iGlobal.

26. Throughout the Relevant Period, Perlman was not registered with the Commission.

27. Perlman acted as an associated person of iGlobal, as defined by Commission Regulation 1.3(aa)(3), 17 C.F.R. § 1.3aa(3), in that he acted as a partner, officer, employee, consultant or agent in a capacity involving solicitation of funds for a participation in a pooled investment vehicle.

28. Perlman is not an "eligible contract participant" as defined by Section 1a(12) the Act, 7 U.S.C. § 1a(12), and is not a financial institution, registered broker or dealer, insurance company, financial holding company, investment bank holding company, or the associated person of a registered broker or dealer, registered broker or dealer, insurance company, financial holding company, or investment bank holding company.

29. Thus, Perlman's conduct is subject to Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C).

IV.

FACTS ESTABLISHING DEFENDANTS' VIOLATIONS OF THE COMMODITY EXCHANGE ACT

30. Perlman began trading forex in 2008, both with his own money and money belonging to friends and family. From 2008 until the beginning of the Relevant Period, Perlman's forex trading had volatile returns, in which he would experience profits one day or series of days but would suffer losses on other day(s), and resulted in net losses.

31. During the Relevant Period, Perlman, directly and on behalf of iGlobal, solicited certain iGlobal Investors for the purpose of trading forex.

32. The iGlobal Investors reside in a number of states, including Arizona, California, Florida, Georgia, Michigan, Oregon, Utah, Washington and Pennsylvania.

33. Perlman is deaf and used his social connections within the deaf community to identify and contact certain potential iGlobal Investors.

34. In order to develop trust with certain potential iGlobal Investors, Perlman referred to his Christian faith and, at times, quoted scripture in discussing iGlobal.

35. Perlman offered to have calls with certain potential iGlobal Investors through a video phone system that enables communication through sign language.

36. During these calls, Perlman told certain potential iGlobal Investors that he was offering them the opportunity to invest in a forex investment system that would yield profits of 10 percent each month. He later revised this projected number to 5 percent after certain iGlobal Investors invested funds.

37. Perlman also sent e-mails to certain potential iGlobal Investors, in further attempts to solicit their investment of funds.

38. In soliciting certain potential iGlobal Investors, Perlman told them that the investment was low risk and encouraged one iGlobal Investor to sell a house at a price that would result in a quick sale, stating that the profits that the iGlobal Investor would earn with iGlobal would make up for the lost equity.

39. Even though Perlman's prior trading in forex had volatile returns and resulted in net losses, he represented to certain iGlobal Investors that the forex investment would be at a "small risk" or "minimal risk" with predictable profits.

40. During the Relevant Period, Perlman and iGlobal accepted at least $670,000 directly from the iGlobal Investors, depositing the funds or directing the iGlobal Investors to wire the funds into bank accounts held in the name of iGlobal.

Forex Trading by iGlobal and Perlman

41. Although Perlman and iGlobal began receiving investor funds as early as March 2009, iGlobal did not open forex trading accounts under its name until September 2009.

42. Starting in September 2009, forex trading accounts were held in iGlobal's name at the New York FCM. Forex trading accounts were also held in iGlobal's name at an affiliate of the New York FCM that was not registered with the Commission.

43. Less than half of the funds invested by the iGlobal Investors—no more than approximately $305,000—was transferred to trading accounts held in the name of iGlobal for the purpose of trading forex.

44. Of the funds transferred to the trading accounts, nearly all of the funds were lost through unprofitable trading. As of November 30, 2011, only $7,323 remained in the iGlobal trading accounts. As discussed below, these losses were not reported to the iGlobal Investors,

who were continually informed by iGlobal and Perlman that the trading had resulted and was continuing to result in profits.

45. Neither the New York FCM or its affiliate that held iGlobal's trading accounts is a financial institution, registered broker or dealer, insurance company, financial holding company, investment bank holding company, or the associated person of a registered broker or dealer, registered broker or dealer, insurance company, financial holding company, or investment bank holding company.

46. The forex agreements, contracts or transactions iGlobal entered into in the forex trading accounts were entered into on a leveraged basis and were not securities that were not security futures products; or contracts of sale that resulted in actual delivery within two days; or created an enforceable obligation to deliver between a seller and buyer that have the ability to deliver and accept delivery, respectively, in connection with their line of business. Rather, these forex contracts purportedly remained open from day to day and ultimately were offset without anyone making or taking delivery of actual currency (or facing an enforceable obligation to do so).

47. The forex transactions conducted by iGlobal included trades in the following currency pairs: Australian Dollar to Japanese Yen; Japanese Yen to U.S. Dollar; Euro to U.S. Dollar; Euro to Japanese Yen; British Pound to U.S. Dollar; British Pound to Japanese Yen; U.S. Dollar to Canadian Dollar and U.S. Dollar to Swiss Franc.

Misappropriation of the iGlobal Investors' Funds

48. Perlman represented to certain iGlobal Investors that their funds would be and were invested in forex.

49. However, at least $365,000 of the iGlobal Investors' funds was not invested in forex but, rather, was used for other purposes.

50. Approximately $78,000 of the $365,000 was used to pay fictitious profits to certain iGlobal Investors and at least approximately $287,000 was misappropriated, including through the following means: cash withdrawals of funds that were not re-deposited into the iGlobal trading or bank accounts; payment of expenses, including charges at department stores, electronic stores, grocery stores and restaurants; rent for Perlman's personal residence; and utility costs, among others.

51. This unauthorized use of the iGlobal Investors' funds began almost immediately after receiving funds from the iGlobal Investors and continued throughout the Relevant Period.

False Statements Regarding Profits

52. Perlman, directly and on behalf of iGlobal, made material misrepresentations and deceptive statements regarding the profitability of iGlobal's trading.

53. Perlman made a number of statements in which he claimed that profits had been earned when, in fact, the iGlobal trading accounts had losses or had some profits but of a significantly lower magnitude than those claimed.

54. These false or misleading statements include the following that were made to certain iGlobal Investors:

a. Letters dated October 6 and 7, 2009, claiming that iGlobal "has generated more than $10,000 in profits as a result of manual trading and auto trading;"

b. November 10, 2009 email stating that iGlobal is planning a distribution in December 2009 consisting of "about 20 percent gains between Oct 1 and Nov 30;"

c. November 11, 2009 email claiming that iGlobal continues "maintaining 10 percent monthly" and "is outperforming the house value and stock market zigzag etc;"

d. Letters dated December 10, 2009, discussing certain options regarding "profits earned between October 1, 2009 and November 30, 2009;"

e. Letters dated February 10, 2010, claiming that iGlobal was "able to generate consistent profits for investors of at least 5 percent per month between December 1, 2009 and January 30, 2010."

55. iGlobal and Perlman made these statements even though they knew or recklessly disregarded that the iGlobal trading accounts realized net losses in October and November 2009, and the profits that the iGlobal trading accounts had realized in December 2009 were offset by the losses and commissions from October and November 2009 and January 2010.

56. In addition, iGlobal and Perlman falsely characterized payments made to certain iGlobal Investors as "profits" when, in fact, the funds were from the respective iGlobal Investor's principal or the principal of another iGlobal Investor.

False Statements Regarding Value of Investments

57. Perlman, directly and on behalf of iGlobal, knowingly or recklessly made material misrepresentations and deceptive statements regarding the value of the iGlobal Investors' investments.

58. From at least October 2009 until at least January 2011, Perlman and iGlobal sent multiple investment statements to certain of the iGlobal Investors (the "iGlobal Investment Statements"). *See, e.g.*, Exhibit A.

59. Through these iGlobal Investment Statements, iGlobal and Perlman reported that the iGlobal Investors' investment was worth the full principal invested plus 5 percent of "Investment Income" earned each month.

60. This information, however, was false.

61. The "Current Balance" listed on the iGlobal Investment Statements did not reflect reductions in value caused by the trading losses and the misappropriation of the iGlobal Investors' funds.

62. In addition, the 5 percent "Investment Income" listed on the iGlobal Investment Statements and reflected in the "Current Balance" and "Closing Balance" was fictitious, as the trading did not earn 5 percent profits but rather resulted in losses or less substantial profits that were offset by losses from other trading periods.

63. In December 2011, iGlobal and Perlman admitted in a letter sent to certain iGlobal Investors that funds had been lost through trading. iGlobal and Perlman did not specify the amount lost through trading and did not disclose the use of funds for other purposes.

Perlman Controlled iGlobal

64. Throughout the Relevant Period, Perlman had control over iGlobal and the actions of its representatives, agents and employees who executed the fraudulent scheme and did not act in good faith or knowingly induced, directly or indirectly, the acts constituting the violations described in this Count.

65. Perlman was a principal and officer of iGlobal throughout the Relevant Period with control over iGlobal's corporate decisions and accounts.

66. Due to iGlobal and Perlman's fraudulent acts, the iGlobal Investors have lost their invested principal net of any payments made to them.

V.

VIOLATIONS OF THE COMMODITY EXCHANGE ACT

COUNT I

FRAUD IN CONNECTION WITH SALE OR PURCHASE OF FUTURES CONTRACTS BY iGLOBAL AND PERLMAN IN VIOLATION OF SECTIONS 4b(a)(2)(A)-(C) OF THE ACT AND COMMISSION REGULATION 5.2(b)

67. The allegations set forth in paragraphs 1 through 66 are re-alleged and incorporated herein by reference.

68. Sections 4b(a)(2)(A)-(C) of the Act, 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 the other person.

69. Pursuant to Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C), Sections 4b(a)(2)(A)-(C) apply to Defendants' forex transactions, agreements or contracts and accounts and pooled investment vehicles.

70. Commission Regulation 5.2(b), 17 C.F.R. 5.2(b) (effective October 18, 2010), makes 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; (2) willfully to make or cause to be made to any person any false report or statement or cause to be entered for any person any false record; or (3) willfully to deceive or attempt to deceive any person by any means whatsoever.

71. By the conduct alleged herein, Defendants iGlobal by and through its agents, officials and employees (including Perlman) and Perlman individually cheated or defrauded or attempted to cheat or defraud other persons and willfully deceived or attempted to deceive other persons in connection with offering of, or entering into the leveraged foreign currency transactions alleged herein, for or on behalf of such persons, by fraudulently soliciting prospective and existing investors, by making material misrepresentations, including but not limited to: misrepresenting that the trades executed in connection with the iGlobal investments were profitable and that certain iGlobal Investors were earning and were being (or would be) paid profits from the trading of their funds; and issuing statements that falsely reported profits and falsely listed the respective iGlobal Investors' full principal when, in fact, more than half of the funds had been misappropriated by iGlobal and Perlman and the trading had resulted in net losses.

72. Defendants iGlobal by and through its agents, officials and employees (including Perlman) and Perlman individually acted with scienter and did not act in good faith.

73. By this conduct, iGlobal and Perlman violated Sections 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. §§ 6b(a)(2)(A)-(C), and Commission Regulation 5.2(b), 17 C.F.R. 5.2(b), as described in this Count.

74. Throughout the Relevant Period, Perlman had control over iGlobal and the actions of its representatives, agents and employees who executed the fraudulent scheme and did not act in good faith or knowingly induced, directly or indirectly, the acts constituting the violations described in this Count.

75. Accordingly, Perlman is liable for iGlobal's violations of Section 4b(a)(2)(A)-(C) and Commission Regulation 5.2(b), 17 C.F.R. 5.2(b), pursuant to Section 13(b) of the Act, 17 U.S.C. § 13c(b).

76. Defendant iGlobal is liable for any violations of 4b(a)(2)(A)-(C) and Commission Regulation 5.2(b), 17 C.F.R. 5.2(b), by virtue of the acts of its officials, agents or other persons acting within the scope of their employment or office, including Defendant Perlman pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B), and Commission Regulation 1.2, 17 C.F.R. § 1.2.

77. Each misrepresentation or omission of material fact, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation by Defendants iGlobal and Perlman of Sections 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. §§ 6b(a)(2)(A)-(C) and Commission Regulation 5.2(b), 17 C.F.R. 5.2(b).

COUNT II

FRAUD AND DECEIT BY iGLOBAL AND PERLMAN IN VIOLATION OF SECTION 4*o*(1)(A)-(B) OF THE ACT

78. The allegations set forth in paragraphs 1 through 66 are re-alleged and incorporated herein by reference.

79. Section 4*o*(1)(A) of the Act, 7 U.S.C. § 6*o*(1)(A) (2006) makes it unlawful for a commodity pool operator ("CPO") or associated person ("AP") of a CPO, by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly to employ any device, scheme or artifice to defraud any client or participant or prospective client or prospective participant.

80. Section 4*o*(1)(B) of the Act, 7 U.S.C. § 6*o*(1)(B) (2006), makes it unlawful for a CPO or AP of a CPO, by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly 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 prospective participant.

81. Pursuant to Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C), Sections 4*o*(1)(A)(A)-(B) of the Act, 7 U.S.C. § 6*o*(1)(A)-(B), apply to Defendants' forex transactions, agreements or contracts and accounts and pooled investment vehicles.

82. During the Relevant Period, Defendant iGlobal by and through its agents, officials and employees (including Perlman) and Defendant Perlman individually used the mails or other means or instrumentality of interstate commerce directly or indirectly to employ a device, scheme or artifice to defraud certain iGlobal Investors, or to engage in transactions, practices or courses of business which operated as a fraud and deceit upon certain iGlobal Investors, all in violation of Section 4*o*(1)(A)-(B) of the Act, 7 U.S.C. § 6*o*(1)(A)-(B).

83. Defendant iGlobal by and through its agents, officials and employees (including Perlman) and Defendant Perlman individually acted knowingly, willfully or recklessly when employing this device, scheme or artifice to defraud.

84. By this conduct, Defendant iGlobal and Defendant Perlman violated Section 4*o*(1)(A)-(B) of the Act, 7 U.S.C. § 6*o*(1)(A)-(B).

85. Throughout the Relevant Period, Perlman had control over iGlobal and the actions of its representatives, agents and employees who executed the fraudulent scheme and did not act in good faith or knowingly induced, directly or indirectly, the acts constituting the violations described in this Count.

86. Accordingly, Perlman is liable for iGlobal's violations of Section 4*o*(1)(A) and (B), pursuant to Section 13(b) of the Act, 17 U.S.C. § 13c(b).

87. Defendant iGlobal is liable for any violations of the Act and Commission Regulations described in this Count by virtue of the acts of its officials, agents or other persons acting within the scope of their employment or office, including Defendant Perlman pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B), and Commission Regulation 1.2, 17 C.F.R. § 1.2.

88. Each act constituting a violation of Sections 4*o*(1)(A)-(B) of the Act, 7 U.S.C. § 6*o*(1)(A)-(B), is alleged as a separate and distinct violation.

VI.
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 Defendants violated Sections 4b(a)(2)(A)-(C) and 4*o*(1)(A)-(B) of the Act, 7 U.S.C. §§ 6b(a)(2)(A)-(C) and 7 U.S.C. § 6*o*(1)(A)-(B) and Commission Regulation 5.2(b), 17 C.F.R. 5.2(b).

b) An order of permanent injunction prohibiting Defendants and any of their agents, servants, employees, assigns, attorneys, and persons in active concert or participation with any

Defendant, including any successor thereof, from engaging, directly or indirectly in conduct in violation of Sections 4b(a)(2)(A)-(C) and 4*o*(1)(A)-(B) of the Act, 7 U.S.C. §§ 6b(a)(2)(A)-(C) and 7 U.S.C. § 6*o*(1)(A)-(B) and Commission Regulation 5.2(b), 17 C.F.R. 5.2(b).

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

(i) 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);

(ii) 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) (20011)) ("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, 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;

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

(iv) 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;

(v) 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;

(vi) 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); and

(vii) 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);

d) An order directing Defendants, as well as any successors thereof, to disgorge, pursuant to such procedure as the Court may order, all ill-gotten gains or benefits received from the acts and practices which constitute violations of the Act, as described herein, and pre- and post-judgment interest thereon from the date of such violations;

e) An order directing Defendants, as well as any successors thereof, to make full restitution to every person or entity whose funds Defendants 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;

f) An order directing Defendants 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;

g) An order directing that Defendants and any successors thereof provide the Commission immediate and continuing access to their books and records, make an accounting to the Court of all of Defendants' assets and liabilities, together with all funds they received from and paid to certain iGlobal Investors, and other persons in connection with commodity futures transactions or purported commodity futures transactions, including the names, addresses and telephone numbers of any such persons from whom they received such funds from January 2009 to the date of such accounting, and all disbursements for any purpose whatsoever of funds received from commodity pool participants, including salaries, commissions, fees, loans and other disbursements of money and property of any kind, from January 2009 to and including the date of such accounting;

h) An order directing each Defendant and any successors thereof to pay a civil monetary penalty under the Act to be assessed by the Court, in the amount of not more than the higher of (1) triple the monetary gain to Defendant for each violation of the Act and/or Regulations or (2) $140,000 for each violation of the Act, as amended, and/or Regulations plus post-judgment interest;

i) An order requiring Defendants and any successors thereof to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2412(a)(2); and

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

VII.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial.

Dated: August 28, 2012

Respectfully submitted,

ATTORNEYS FOR PLAINTIFF U.S. COMMODITY FUTURES TRADING COMMISSION

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iGlobal Strategic Management, LLC

INVESTMENT STATEMENT
2/1/2010 to 4/30/2010

[redacted]

ACCOUNT # : [redacted]

Date :	Description:	Opening Balance:	Gain / Loss Income:	Closing Balance:
2/1/2010	Current Balance	$89,833	0	$89,833
2/28/2010	Investment Income	$89,833	$4,491.65	$94,324.65
3/31/2010	Investment Income	$94,325	$4,716.23	$99,040.88
4/30/2010	Investment Income	$99,041	$4,952.04	$103,992.93

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