

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

COMMODITY FUTURES TRADING COMMISSION,

Plaintiff,

vs.

MILLENIUM TRADING GROUP, INC.; CEDRIC R.
STANTON; and WORLDWIDE CLEARING, LLC,

Defendants,

Case: 2:07-cv-11626
Assigned To: Duggan, Patrick J
Referral Judge: Whalen, R. Steven
Filed: 04-10-2007 At 03:40 PM
CMP: COMMODITY FUTURES TRADING COMM
V. MILLENIUM TRADING GRP, ET AL (NH)

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

I. SUMMARY

1. From at least approximately April 2004 until October 2005 (relevant period), defendant Millenium Trading Group, Inc. (MTG), by and through its employees, and defendant Cedric R. Stanton (Stanton), MTG's owner and president, fraudulently solicited at least \$490,000 from at least twenty-five customers to open accounts to trade off-exchange foreign currency futures contracts (forex futures) and options on foreign currency (forex options) by misrepresenting and failing to disclose material facts concerning, among other things, (i) the likelihood that a customer would realize large profits from trading forex futures and forex options; (ii) the risk involved in trading forex futures and forex options; (iii) MTG's poor track record of trading forex futures and forex options on behalf of customers; and (iv) the commissions customers were to be charged. In addition, MTG, by and through its employees, and Stanton engaged in unauthorized trading in customer accounts, and MTG and Stanton

misappropriated customer funds provided for investment in a forex futures trading account. These misrepresentations, omissions, misappropriation, and unauthorized trading constitute violations of the anti-fraud provisions of Sections 4b(a)(2)(i), (iii) and 4c(b) of the Commodity Exchange Act (Act), 7 U.S.C. §§ 6b(a)(2)(i), (iii) and 6c(b) (2002), and Section 32.9(a) and (c) of the Commodity Futures Trading Commission's Regulations (Regulations), 17 C.F.R. § 32.9(a) and (c) (2006). In total, MTG customers were charged at least \$221,682 in commissions and fees and incurred total losses of at least \$452,516 as a result of these forex transactions.

2. Pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B), MTG is liable for its employees' violations of Sections 4b(a)(2)(i), (iii) and 4c(b) of the Act, 7 U.S.C. § 6b(a)(2)(i), (iii) and 6c(b), and Section 32.9(a) and (c) of the Regulations, 17 C.F.R. § 32.9(a) and (c).

3. During the relevant period, Stanton controlled the operations of MTG and its employees. In so doing, Stanton did not act in good faith or knowingly induced, directly or indirectly, the acts constituting the violations of the Act and Regulations. As a controlling person under Section 13(b) of the Act, 7 U.S.C. § 13c(b), Stanton is liable for MTG's violations.

4. From at least August 2004 to at least April 2005, MTG acted as an agent exclusively for defendant Worldwide Clearing, LLC (Worldwide) in introducing forex futures and forex option trading accounts to Worldwide. Worldwide is a registered futures commission merchant (FCM).

5. For the time period in which Worldwide was a principal of its agent MTG, Worldwide is liable for MTG's violations of Sections 4b(a)(2)(i), (iii) and 4c(b) of the Act, 7 U.S.C. §§ 6b(a)(2)(i), (iii) and 6c(b), and Regulation 32.9(a) and (c), 17 C.F.R. § 32.9(a) and (c), described herein pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B).

6. Accordingly, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, plaintiff Commodity Futures Trading Commission (Commission, CFTC or plaintiff) brings this action to enjoin defendants' unlawful acts and practices. In addition, the Commission seeks civil monetary penalties, restitution to customers for losses proximately caused by defendants' fraud, disgorgement of defendants' ill-gotten gains, a trading ban, and such other relief as the Court may deem necessary or appropriate.

7. Unless restrained and enjoined by the Court, defendants likely are to continue to engage in acts and practices alleged in this Complaint and similar acts and practices, as described more fully below.

II. JURISDICTION AND VENUE

8. This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, which authorizes the Commission to seek injunctive relief against any person whenever it shall appear that such person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act or any rule, regulation, or order thereunder.

9. Section 2(c)(2)(B) and (C) of the Act, 7 U.S.C. § 2(c)(2)(B), (C), expressly grants the Commission jurisdiction over certain transactions in foreign currency, including the transactions alleged in the Complaint, that are contracts for the sale of a commodity for future delivery, options on contracts for the sale of a commodity for future delivery, or options on spot foreign currency.

10. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e), because defendants transacted business in this District and because the violations of

the Act have occurred, are occurring, or are about to occur within this District, among other places.

III. THE PARTIES

11. Plaintiff **Commodity Futures Trading Commission** is an independent federal regulatory agency charged with administering and enforcing provisions of the Act, 7 U.S.C. §§ 1 *et seq.*, and the Regulations, 17 C.F.R. §§ 1.1 *et seq.*

12. Defendant **Millenium Trading Group, Inc.** was a Florida corporation with its principal place of business located at 17896 S.W. 35th Drive, Miramar, Florida 33029. Upon information and belief, MTG also may have operated out of 4000 Hollywood Blvd., Suite 605-S, Hollywood, Florida 33021 and/or 17757 S.W. 36th Street, Miramar, Florida 33029. MTG used a small sales force to sell forex futures and forex options to the general public. MTG was incorporated on March 16, 2004, and its incorporation was dissolved on September 16, 2005. MTG has never been registered with the Commission in any capacity.

13. Defendant **Cedric R. Stanton** is an individual residing at 3616 S.W. 165th Avenue, Miramar, Florida 33027. Stanton was the owner, president and registered agent of MTG during the relevant period. Stanton incorporated Stanton Smith Investment House, Inc. (Stanton Smith) on September 26, 2005. Stanton is the president and registered agent of Stanton Smith. Upon information and belief, Stanton Smith currently trades forex futures. Neither Stanton nor Stanton Smith has ever been registered with the Commission in any capacity. \

14. Defendant **Worldwide Clearing LLC**, a registered FCM, was incorporated in Florida on May 4, 2004 and is located at 1700 NW 64th Street, Suite 100, Fort Lauderdale, Florida 33309. MTG entered into an Introducing Agreement with Worldwide Clearing LLC on August 5, 2004. This agreement was terminated by Worldwide on April 13, 2005.

IV. FACTS

A. **MTG's Operations**

15. Between approximately April 2004 and October 2005, MTG, by and through its employees, and Stanton solicited members of the general public to open forex futures and forex options accounts at Worldwide.

16. As a result of the forex futures and forex options trading done on behalf of MTG's customers through their accounts at Worldwide, MTG earned at least \$221,682 in commissions and fees, and MTG's customers suffered losses of at least \$452,516, excluding amounts that MTG and Stanton misappropriated.

17. To induce customers to open trading accounts, MTG, by and through its employees, and Stanton misrepresented the risks and rewards of trading forex futures and forex options. MTG, by and through its employees, and Stanton engaged in fraudulent sales solicitations by knowingly misrepresenting and failing to disclose material facts concerning, among other things: (i) the likelihood that a customer would realize large profits from trading forex futures and forex options; (ii) the risk involved in trading forex futures and forex options; (iii) MTG's poor track record for trading forex futures and forex options on behalf of customers; and (iv) the commissions customers were to be charged.

18. Further, MTG and Stanton misappropriated at least one customer's funds that were provided for investment in a forex futures trading account.

19. Finally, MTG, by and through its employees, and Stanton engaged in unauthorized trading in customer accounts to earn further commissions and fees.

20. Stanton was a controlling person of MTG. He was the president and owner of MTG, directly or indirectly controlled MTG and its employees, knew about and participated in

their fraudulent sales solicitations, and did not prevent or correct this conduct. Stanton was also a signatory on MTG's business bank account. He signed the customer account opening documents, contractual agreements on behalf of MTG as the "IB Manager," and engaged in settlements of customer complaints on behalf of MTG. In addition, Stanton himself fraudulently solicited customers on the telephone. Stanton, thus, knowingly induced MTG's violations of the Act and did not act in good faith.

B. Misrepresentations or Omissions Concerning Likelihood of Profit

21. MTG, by and through its employees, and Stanton knowingly or with reckless disregard for the truth made materially misleading statements to prospective and existing customers regarding the likelihood of making profits, including the following:

- a) Stanton told a customer that the customer should expect a return of easily \$100,000 a year on a \$6,000 investment;
- b) Stanton told a customer that he would make up to \$100,000 on his \$15,000 investment;
- c) Stanton told a customer that he would double the customer's \$10,000 investment in three to four months;
- d) Stanton guaranteed a customer that she would make money by investing through MTG;
- e) An MTG employee told a customer that a \$200,000 investment would generate up to a \$1 million return in a matter of a few weeks; and
- f) An MTG employee told a customer that within 60 days the customer would double his investment.

22. MTG, by and through its employees, and Stanton also told customers that they needed to invest immediately or they might lose profits. By using this high-pressure tactic, MTG and Stanton gave customers the false impression that profits were certain or guaranteed.

C. Misrepresentations or Omissions Concerning Risk of Trading Options

23. MTG, by and through its employees, and Stanton knowingly or with reckless disregard for the truth understated the risks of investing in forex futures and forex options. For example:

- a) An MTG employee told a customer that she could not lose. The MTG employee said that stop losses would limit any losses in her account and that the gains always were bigger than the losses; as a result, this was a "safe" investment; and
- b) Stanton told a customer that the money generated from profitable trades would far exceed any losses the customer would incur and that the customer would be able to make considerable money even if six of every ten trades lost money.

D. Failure to Disclose MTG's Poor Performance Record and MTG's Misrepresentations Regarding Its Performance Record

24. MTG, by and through its employees, and Stanton knowingly or with reckless disregard for the truth, falsely stated to customers that current and former customers were achieving and had achieved profits in their accounts. For example:

- a) Stanton told a customer that past trades Stanton had made with a \$15,000 investment had earned profits of ten times that amount;
- b) Stanton also said that he was "on the money" with his recommendations 75-80% of the time and that he had traded "successfully" for his customers;
- c) Stanton told a customer that the customer would make a lot of money, as had all MTG's other customers, by following Stanton's trading recommendations;

- d) Stanton and an MTG employee told a customer that all MTG customers were making "a lot of money"; and
- e) An MTG employee told a customer that Stanton had many years of experience and had done extremely well trading foreign currency in the past.

25. At the same time MTG, by and through its employees, and Stanton were urging customers to invest with promises of large profits with little or no risk, they never disclosed that MTG's trading strategy resulted in hundreds of thousands of dollars in customer losses. Despite these considerable losses, MTG, by and through its employees, and Stanton continued to solicit customers with representations concerning profits without disclosing that all MTG customers who traded forex futures and forex options through Worldwide lost almost their entire investments.

26. Further, Stanton admitted to a customer that the customer's account performance had not been what had been represented to the customer to induce him to invest. As a result, MTG and Stanton agreed to refund some of the money that had been lost, but the refund was never made.

27. Stanton told another customer that, because all but \$1,300 of his original \$10,000 investment was lost, Stanton would put his own money into the customer's account. This did not occur.

E. Misrepresentations Concerning Commissions

28. MTG, by and through its employees, and Stanton informed customers that they would be charged commissions at a rate substantially lower than what the customers actually were charged.

29. When confronted about the commission overcharges, MTG, by and through its employees, and Stanton often admitted the misrepresentations and agreed to refund these overcharges. These refunds, however, never came.

F. Misappropriation

30. MTG and Stanton took at least \$49,000 provided by one MTG customer for investment in a forex futures account, but never placed those funds in a forex futures account. Rather, MTG and Stanton simply took the money for their own benefit. They, however, told this customer that his trading account had grown from \$6,000 to \$50,000 when, in fact, no trading account was ever established for the customer. Despite requesting that MTG and Stanton return these funds in the summer of 2005, this customer has yet to receive any of the funds.

G. Unauthorized Trading

31. MTG, by and through its employees, and Stanton engaged in unauthorized trading in customers' accounts. MTG, by and through its employees, informed customers that they would be contacted before any trade was made in their accounts, but this did not occur. In fact, trades were made in at least one customer's account despite his specific instructions to cease all trading in his account.

32. Further, MTG, by and through its employees, and Stanton admitted that unauthorized trading had occurred in a number of customer accounts. Although MTG and Stanton agreed to return to some of these customers' funds that were traded without proper authorization, funds were not returned.

H. MTG Was an Agent of Worldwide

33. During the relevant period, MTG was an agent of Worldwide. MTG had agreed to aggressively promote Worldwide's services, and it introduced at least twenty-five customers to

Worldwide on an exclusive basis. Further, MTG agreed to assess the qualifications of prospective customers to trade with Worldwide, according to standards established by Worldwide.

34. Worldwide was significantly involved in supervising the activities of its agent MTG. Among other things, MTG agreed to notify Worldwide, in writing, of any customer complaints, or pending or threatened action or proceeding with respect to any matters relating to any customer accounts. MTG also agreed to notify Worldwide, in writing, of any action, investigation, lawsuit, or proceeding instituted by any customer, regulatory agency, exchange, or board of trade. Worldwide even went so far as to mediate and settle disputes between MTG and its customers. Further, MTG agreed to cooperate with Worldwide by furnishing all documents necessary to conduct an investigation and defend a claim involving MTG.

35. In addition, Worldwide informed at least one MTG customer that Worldwide was so satisfied with MTG and Stanton's trading guidelines and strategies that it was using those guidelines and strategies with other introducing brokers with whom Worldwide worked.

36. Despite the widespread fraud alleged herein, Worldwide performed an audit of MTG in the fall of 2004 and found no deficiencies.

VI. CFTC COUNTS FOR VIOLATIONS OF THE COMMODITY EXCHANGE ACT AND COMMISSION REGULATIONS

**COUNT ONE
(Fraud)**

**VIOLATION OF SECTION 4b(a)(2)(i) AND (iii) OF THE ACT,
7 U.S.C. § 6(b)(a)(2)(i) and (iii):
FRAUD IN THE SALE OF FOREIGN CURRENCY FUTURES CONTRACTS**

37. Plaintiff realleges and incorporates the allegations contained in paragraphs 1 through 36.

38. Section 4b(a)(2) of the Act, 7 U.S.C. § 6b(a)(2), makes it unlawful

for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, made, or to be made, for or on behalf of any other person if such contract for future delivery is used or may be used for (A) hedging any transaction in interstate commerce in such commodity or the products or byproducts thereof, or (B) determining the price basis of any transaction in interstate commerce in such commodity, or (C) delivering any such commodity sold, shipped, or received in interstate commerce for the fulfillment thereof—(i) to cheat or defraud or attempt to cheat or defraud such other person; . . . (iii) willfully to deceive or attempt to deceive such other person by any means whatsoever in regard to any such order or contract or disposition or execution of any such order or contract, or in regard to any act of agency performed with respect to such order or contract for such person.

39. By engaging in the foregoing fraudulent acts and practices alleged in the Complaint, MTG, by and through its employees, and Stanton in or in connection with orders to make, or the making of, contracts of sale of commodities for future delivery, made, or to be made, for or on behalf of any other persons, where such contracts for future delivery were or could be used for the purposes set forth in Section 4b(a) of the Act, 7 U.S.C. § 6b(a), have: 1) cheated or defrauded or attempted to cheat or defraud other persons; and 2) willfully deceived or attempted to deceive other persons, all in violation of Sections 4b(a)(2)(i) and (iii) of the Act, 7 U.S.C. § 6b(a)(2)(i) and (iii)

40. The foregoing acts, misrepresentations, omissions, and failures of MTG's employees, and Stanton occurred within the scope of their employment with MTG; therefore, MTG is liable for these acts pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B).

41. Stanton, directly or indirectly, controlled MTG and did not act in good faith or knowingly induced, directly or indirectly, the act or acts constituting the violations alleged as to MTG and its employees. Stanton, therefore, is a controlling person and is liable for these violations pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b).

42. Each material misrepresentation and omission, false statement, unauthorized trade, and misappropriation of investor funds made during the relevant period including, but not limited to, those specifically alleged herein, is alleged as a separate and distinct violation of Section 4b(a)(2)(i) and (iii) of the Act, 7 U.S.C. § 6(b)(a)(2)(i) and (iii).

43. MTG was acting as the agent of Worldwide when it fraudulently solicited customers to trade forex futures contracts; therefore, Worldwide is liable for MTG's violations of Sections 4b(a)(2)(i) and (iii), 7 U.S.C. §§ 6b(a)(2)(i) and (iii) pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. 2(a)(1)(B).

**COUNT TWO
(Options Fraud)**

**VIOLATION OF SECTION 4c(b) OF THE ACT,
7 U.S.C. § 6c(b), AND
SECTION 32.9(a) AND (c) OF THE REGULATIONS,
17 C.F.R. §32.9(a), (c):
FRAUD IN THE SALE OF OFF-EXCHANGE OPTIONS CONTRACTS**

44. Plaintiff realleges and reincorporates the allegations contained in paragraphs 1 through 43.

45. Section 4c(b) of the Act, 7 U.S.C. § 6c(b), makes it unlawful to offer to enter into, enter into, or confirm the execution of, any transaction involving any commodity regulated under the Act which is of the character of, or is commonly known to the trade as, an "option," "privilege," "indemnity," "bid," "offer," "put," "call," "advance guaranty," or "decline guaranty," contrary to any rule, regulation, or order of the Commission prohibiting any such transaction or allowing any such transaction under such terms and conditions as the Commission shall prescribe.

46. Regulation 32.9(a) and (c), 17 C.F.R. § 32.9(a) and (c), makes it unlawful for any person, directly or indirectly, (a) to cheat or defraud or attempt to cheat or defraud any person; (c) to deceive or attempt to deceive any other person by any means whatsoever, in or in connection with an offer to enter into, the entry into, or the confirmation of the execution of, any commodity option transaction.

47. By engaging in the foregoing fraudulent acts and practices alleged in the Complaint, MTG, by and through its employees, and Stanton in connection with offers to enter into, the entry of, and the confirmation of the execution of forex options transactions, cheated or defrauded or attempted to cheat or defraud customers, and deceived or attempted to deceive customers, in violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b), and Section 32.9(a) and (c) of the Regulations, 17 C.F.R. §§ 32.9(a) and (c).

48. The foregoing acts, misrepresentations, omissions, and failures of MTG's employees, and Stanton occurred within the scope of their employment with MTG; therefore, MTG is liable for these acts pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B).

49. Stanton, directly or indirectly, controlled MTG and did not act in good faith or knowingly induced, directly or indirectly, MTG's violations of Section 4c(b) of the Act, 7 U.S.C. § 6c(b), and Section 32.9(a) and (c) of the Regulations, 17 C.F.R. § 32.9(a) and (c). Stanton therefore is a controlling person and is liable for these violations pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b).

50. Each material misrepresentation and omission, false statement, unauthorized trade, and misappropriation of investor funds made during the relevant period, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of

Section 4c(b) of the Act, 7 U.S.C. § 6c(b) and 32.9(a) and (c) of the Regulations, 17 C.F.R. § 32.9 (a) and (c).

51. MTG was acting as the agent of Worldwide when it fraudulently solicited customers to trade forex options; therefore, Worldwide is liable for MTG's violations of the Section 4c(b) and Regulation 32.9(a) and (c), pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B).

VII. RELIEF REQUESTED

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

- a) an order finding that defendants violated Sections 4b(a)(2)(i), (iii) and 4c(b) of the Act, 7 U.S.C. §§ 6b(a)(2)(i), (iii) and 6c(b), and Section 32.9(a), (c) of the Regulations, 17 C.F.R. § 32.9(a) and (c);
- b) a permanent injunction prohibiting defendants as well as any other person or entity associated with them, including any successor thereof, from engaging in conduct in violation of Sections 4b(a)(2)(i), (iii) and 4c(b) of the Act, 7 U.S.C. §§ 6b(a)(2)(i), (iii) and 6c(b), and Section and 32.9(a) and (c) of the Regulations, 17 C.F.R. § 32.9(a) and (c);
- c) a permanent injunction prohibiting defendants, as well as any other person or entity associated with them, including any successor thereof, from engaging in any commodity-related activity, including, but not limited to, soliciting new customers;
- d) a permanent injunction prohibiting defendants, as well as any other person or entity associated with them, including any successor thereof, from directly or

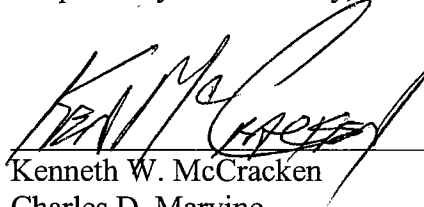
indirectly engaging in, controlling or directing the trading for any commodity futures, security futures, options on futures, or foreign currency options, for themselves or on behalf of any other person whether by power of attorney or otherwise on any markets or on any registered entity as defined in Section 1(a)(29) of the Act, 7 U.S.C. 1(a)(29)

- e) a permanent injunction prohibiting MTG or Stanton from applying for registration or seeking exemption from registration with the Commission in any capacity or engaging in any activity requiring registration or exemption from registration, except as provided for in Commission Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9), and acting, directly or indirectly, as a principal, officer, director, supervisor, agent or employee of any person registered, required to be registered or exempted from registration, unless such exemption is pursuant to Commission Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9). This includes, but is not limited to, soliciting, accepting or receiving any funds, revenue or other property from any person, giving commodity trading advice for compensation or soliciting prospective customers related to the purchase or sale of any commodity futures, security futures, options on futures, or foreign currency options except as provided for in Commission Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9);
- f) an order directing defendants, as well as any other person or entity associated with them, including any successor thereof, 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 or Regulations, as described herein, and interest thereon from the date of such violations;

- g) an order directing that defendants, as well as any other person or entity associated with them, including any successor thereof, be jointly and severally liable to make full restitution, pursuant to such procedure as the Court may order, to every customer whose funds were received by them as a result of acts and practices which constituted violations of the Act and Regulations, as described herein, and interest thereon from the date of such violations;
- h) an order directing defendants to pay a civil monetary penalty in the amount of not more than the higher of \$120,000 or triple the monetary gain to each defendant for each violation of the Act or Regulations occurring before October 23, 2004 and not more than the higher of \$130,000 or triple the monetary gain to each defendant for each violation of the Act or Regulations occurring on or after October 23, 2004; and
- i) such other and further remedial ancillary relief as the Court may deem appropriate.

Respectfully submitted by,



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