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HUI DONG and HSUE TUNG, Complainants	)	
v.	)	CFTC Docket No. 01-R089
CONCORDE TRADING GROUP, INC., and GEORGE ANTHONY LEDO, Respondents	)	Served via Federal Express

ORDER DISMISSING COMPLAINT FOR CAUSE

In response to the Notice of Oral Hearing, in which complainants were warned that both must participate or the complaint would be dismissed, Mr. Tung has filed a document claiming to be the "sole complainant." Mr. Tung contends that Ms. Dong "did not want to participate" in the case because of her "lack of English and understanding of complicated proceedings." Finally, Mr. Tung asserts that Ms. Dong "no longer can be reached."

Some background information is necessary. In July 2002, Mr. Tung reached an oral settlement during a conference moderated by the Judgment Officer. Mr. Tung assured all participants that Ms. Dong would agree to the settlement because she was only a passive co-owner of the account and he handled everything. The settlement documents were sent to complainants, but over a month went by without the documents being signed or returned. When the Court directed complainants to sign their settlement agreement, Mr. Tung wrote that Ms. Dong did not want to settle on the terms to which he had agreed. Mr. Tung asserted as well that she could not be located to sign that document purporting to contain her objections.

The Court notes that when the July settlement conference occurred, Mr. Tung asked the Court to require Mr. Ledo to renew a $4,000 settlement offer that Mr. Tung had previously rejected two months earlier.[1] To effectuate settlement, the Court encouraged Mr. Ledo to renew

[1] According to respondent Ledo (*see* fax dated June 18, 2002), Mr. Tung and Mr. Ledo had agreed to settle the case on May 10, 2002, but Mr. Tung withdrew. Mr. Tung has never rebutted that statement, but whether an actual agreement was reached is unclear. What was never disputed during subsequent discussions was that Mr. Ledo

the offer, but refused to grant Mr. Tung's request to compel Mr. Ledo to do so.[2] When Mr. Tung "filed" Ms. Dong's alleged objections to the July 2002 settlement, he contended that she believed that the $4,000 settlement offer should be enforced. In the July 2002 discussions, Mr. Tung agreed to merely $1,750 in settlement, but he did so with substantial complaining and extraordinary reluctance. Thus, the failure of Mr. Tung to sign the documents reducing the agreement to writing was no great surprise. Mr. Tung's assertion that *Ms. Dong* had rejected the settlement and then had become unavailable was certainly unexpected, however.[3]

Mr. Tung rejected the $4,000 offer, and then later accepted the less favorable $1,750 offer, freely and without coercion. Only Ms. Dong's alleged reluctance to join in the latter agreement prevented it from being signed. Now, Mr. Tung claims to be the only litigant, and he claims that Ms. Dong – who supposedly wanted more money than the July 2002 settlement provided – has no interest in litigating at all.

The inescapable conclusion is that Mr. Tung wished he had taken the $4,000, and that Ms. Dong's alleged objection is a subterfuge to make Mr. Ledo settle under terms Mr. Tung himself previously rejected. It also may be firmly concluded that complainant Tung has failed to litigate in good faith throughout this proceeding. He has reneged on a firm settlement agreement; he has distorted the facts surrounding that agreement in an attempt to coerce Mr. Ledo to renew a withdrawn offer; he has "lost" Mr. Ledo's discovery requests to which he previously filed objections; he has refused to provide information about his allegedly unavailable co-complainant Ms. Dong or her whereabouts; he has misrepresented his own arguments as if they were the concerns of Ms. Dong; and now he claims to be the only complainant despite the Judgment Officer's order requiring both complainants to participate in the Oral Hearing.

Under the circumstances, no sanction other than dismissal seems to be appropriate. The Court is aware that complainant Dong may be blameless for Mr. Tung's misconduct. However, it is noted that Ms. Dong personally signed the complaint under oath (assuming the signature was genuine), and by doing so she obligated herself to participate in this litigation that she helped initiate. Her failure to do so may have been the result of misguided reliance upon Mr. Tung to protect her interests. On the other hand, she never answered Mr. Ledo's discovery questions, and she also never contacted the Court to inquire about the case or to file a change of address if indeed she has moved.

For the reasons stated, it is concluded that Mr. Tung has engaged in dilatory, vexatious, and bad-faith litigation tactics, warranting dismissal of the complaint. It is further concluded that Ms.

(apparently acting on his own without the advice of counsel) had offered complainants $4,000, and that Mr. Tung turned it down.

[2] Mr. Tung's submission received on October 7, 2002, in which he claims that the Judgment Officer *granted* the request is a flagrant misrepresentation.

[3] Subsequently, on October 2, 2002, Mr. Tung filed (i.e., mailed) to the Court a copy of a September 29 letter he had sent to Mr. Ledo's attorney. In that letter, he rejected a renewed offer to settle the case for $1,750 under the July terms, and again argued that the $4,000 settlement should be used instead. That letter confirms that indeed it was Mr. Tung, not the allegedly unavailable Ms. Dong, who objected to the July $1,750 settlement agreement.

Dong has abandoned her complaint. Pursuant to CFTC Rule 12.201, therefore, the complaint is DISMISSED. No costs are awarded.

IT IS SO ORDERED.

Dated: May 8, 2003

Joel R. Maillie

JOEL R. MAILLIE
Judgment Officer