

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

U.S. COMMODITY FUTURES TRADING COMMISSION,)	
)	
Plaintiff,)	CIVIL ACTION NO. 9:14-CV-81216
)	
v.)	
)	Complaint for Injunctive and Other
INTER-GLOBAL CURRENCY & PRECIOUS METALS, LLC and STAVROS PAPASTAVROU,)	Equitable Relief, Restitution and Civil
)	Monetary Penalties Under the
)	Commodity Exchange Act
Defendants.)	
)	

Plaintiff, U.S. Commodity Futures Trading Commission (“Commission”), by its attorneys, alleges as follows:

I. SUMMARY

1. From at least August 2011, and continuing through at least May 2013 (the “Relevant Period”), Defendant Inter-Global Currency & Precious Metals, LLC (“IGCPM”), by and through the actions of its employees and agents, including, but not limited to Defendant Stavros Papastavrou (“Papastavrou”) (collectively, “Defendants”), offered to enter into, and conducted an office or business in the United States, for the purpose of soliciting or accepting any order for the purchase or sale of precious metals from retail customers on a leveraged or financed basis. These transactions constituted illegal, off-exchange retail commodity transactions. By this conduct, Defendants have engaged, are engaging, or are about to engage in conduct in violation of the Commodity Exchange Act (“Act”), 7 U.S.C. § 6(a) (2012).

2. Papastavrou controlled IGCPM throughout the Relevant Period and failed to act in good faith or knowingly induced IGCPM’s violations alleged herein. Therefore, Papastavrou is also liable for IGCPM’s violations pursuant to 7 U.S.C. § 13c(b) (2012).

3. At all relevant times, the acts and omissions of Papastavrou and others were committed within the scope of their employment, agency, or office with IGCPM. Therefore, IGCPM is liable under 7 U.S.C. § 2(a)(1)(B) (2012), and Commission Regulation (“Regulation”) 17 C.F.R. § 1.2 (2014), as a principal for the actions and omissions of Papastavrou and any other employee or agent of IGCPM in violation of the Act.

4. Accordingly, pursuant to 7 U.S.C. § 13a-1 (2012), the Commission brings this action to enjoin Defendants’ unlawful acts and practices, to compel their compliance with the Act, and to further enjoin them from engaging in any commodity-related activity.

5. In addition, the Commission seeks civil monetary penalties, restitution and remedial ancillary relief, including, but not limited to, trading and registration bans, disgorgement, rescission, pre- and post-judgment interest, and such other relief as the Court may deem necessary and appropriate.

6. Unless restrained and enjoined by this Court, Defendants likely will 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

7. 7 U.S.C. §§ 13a-1 (2012) 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 of any rule, regulation, or order thereunder.

8. The Commission has jurisdiction over the conduct and transactions at issue in this case pursuant to 7 U.S.C. §§ 2(c)(2)(D) & 13a-1 (2012).

9. Venue properly lies with the Court pursuant to 7 U.S.C. § 13a-1(e) (2012), because Defendants transacted business in this District, and certain transactions, acts, and practices alleged in this Complaint occurred, are occurring, and/or are about to occur within this District.

III. THE PARTIES

A. Plaintiff

10. Plaintiff **U.S. Commodity Futures Trading Commission** is an independent federal regulatory agency charged by Congress with the administration and enforcement of the Act, 7 U.S.C. §§ 1 *et seq.* (2012), and the Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* (2014).

B. Defendants

11. Defendant **Inter-Global Currency & Precious Metals, LLC** was a Florida limited liability company formed in July 2011. Its principal place of business was Pompano Beach, Florida. IGCPM was a telemarketing firm that solicited retail customers to invest in financed precious metals transactions. IGCPM has never been registered with the Commission in any capacity.

12. Defendant **Stavros Papastavrou** is a resident of Delray Beach, Florida. Papastavrou was the owner, operator, and controlling person of IGCPM, managing its day-to-day operations. Papastavrou has never been registered with the Commission in any capacity.

IV. RELATED ENTITIES

13. IGCPM introduced customers to **Hunter Wise Commodities, LLC** (“Hunter Wise”), a precious metals dealer that confirmed the execution of customer precious metal transactions, directly or through **Lloyds Commodities, LLC** (“Lloyds”).

14. Hunter Wise was formed as a California company in July 2007 and has been registered as a Nevada company since October 2010. It maintained a business addresses in Las Vegas, Nevada and Irvine, California. Hunter Wise held itself out on its website as “a physical commodity trading company, wholesaler, market maker, back-office support provider, and finance company.” Hunter Wise purported to offer, enter into, and confirm the execution of retail commodity transactions involving gold, silver, platinum, palladium, and copper throughout the United States using a network of telemarketing solicitors such as IGCPM that it refers to as “dealers.”

15. On February 19, 2014, this Court, in an action captioned *CFTC v. Hunter Wise Commodities, LLC*, granted the Commission’s Motion for Summary Judgment finding that Hunter Wise and the other defendants violated Section 6(a) of the Act. Case No. 9:12-cv-81311-DMM (S.D. Fla. Feb. 19, 2014).

16. Lloyds is a Florida limited liability company with its principal place of business in Palm Beach Gardens, Florida. Lloyds was an intermediary firm that recruited precious metals dealers to solicit customers who would execute retail commodity transactions through Hunter Wise. Lloyds has never been registered with the Commission.

17. IGCPM also introduced customers to **AmeriFirst Management, LLC** (“AmeriFirst”), a precious metals wholesaler and clearing firm that purported to confirm the execution of customer precious metal transactions.

18. AmeriFirst held itself out on its website as a precious metals clearing and financing firm for precious metals dealers and claimed to provide dealers with “tangible assets in a growing physical market” and “guarantee[s] that every ounce of metal in [the dealer’s] customers [sic] account exists and is ready for delivery at any point and time.” On its website,

AmeriFirst's product offering was gold, silver, and platinum in bar and coin form. On its website, AmeriFirst also claimed to provide customer financing options for precious metal dealers. It operated throughout the United States using a network of over 30 solicitation firms such as IGCPM that it refers to as "dealers."

19. On February 25, 2013, AmeriFirst ceased operations.

20. On September 17, 2013, this Court, in an action captioned *CFTC v. AmeriFirst Management, LLC*, entered a Consent Order of Permanent Injunction Against AmeriFirst, finding that AmeriFirst violated 7 U.S.C. § 6(a) (2012). Case No. 9:13-cv-61637-WPD (S.D. Fla. Sept. 17, 2013). In the order, AmeriFirst neither admitted nor denied its violation of 7 U.S.C. § 6(a) (2012). *Id.*

V. STATUTORY BACKGROUND

21. 7 U.S.C. §2(c)(2)(D) (2012) gives the Commission jurisdiction over "any agreement, contract, or transaction in any commodity" that is entered into with, or offered to, a non-eligible contract participant ("ECP") "on a leveraged or margined basis, or financed by the offeror, the counterparty, or a person acting in concert with the offeror or counterparty on a similar basis" ("retail commodity transactions") with respect to conduct occurring on or after July 16, 2011, subject to certain exceptions not applicable here. 7 U.S.C. §2(c)(2)(D) (2012) makes 7 U.S.C. § 6(a) (2012) applicable to retail commodity transactions "as if" such transactions are contracts for the sale of a commodity for future delivery.

22. The Act defines an ECP, in relevant part, as an individual who has amounts invested on a discretionary basis, the aggregate of which exceeds \$10 million, or \$5 million if the individual enters into the transaction to manage the risk associated with an asset owned or

liability incurred, or reasonably likely to be owned or incurred, by the individual. 7 U.S.C. § 1a(18)(xi) (2012).

23. 7 U.S.C. § 6(a) (2012), in relevant part, makes it is unlawful for any person to offer to enter into, execute, confirm the execution of, or conduct any office or business anywhere in the United States for the purpose of soliciting, accepting any order for, or otherwise dealing in any transaction in, or in connection with, a contract for the purchase or sale of a commodity for future delivery unless the transaction is conducted on or subject to the rules of a board of trade that has been designated or registered by the Commission as a contract market.

VI. FACTS

24. From at least August 2011, and continuing through at least May 2013, Defendants offered to enter into, executed, and confirmed the execution of financed precious metals (gold, silver, platinum and palladium) transactions with persons who were not ECPs. IGCPM solicited individuals to invest in financed precious metals transactions through Hunter Wise (directly and via Lloyds) and AmeriFirst.

25. During the Relevant Period, Papastavrou was the managing member, owner and controlling person of IGCPM. Papastavrou was a signatory on the IGCPM bank accounts and entered into agreements with Lloyds and AmeriFirst on behalf of IGCPM.

26. At various times during the Relevant Period, IGCPM employed Papastavrou and other individuals to, among other things, solicit retail customers to engage in financed precious metals transactions.

27. Papastavrou and IGCPM's other employees conducted nearly all of their solicitations by telephone. When soliciting customers for financed precious metals transactions, Papastavrou and IGCPM's other employees represented that to purchase a certain quantity of

metal, the customers needed to deposit a percentage of the total metal value, and that customers would receive a loan for the remaining amount. IGCPM's website required an initial minimum deposit of 25% of the customers' metals purchase. Lloyds, Hunter Wise or AmeriFirst provided the financing for the loans to the customers. However, IGCPM did not disclose to customers Lloyd's, Hunter Wise's or AmeriFirst's involvement in their financed precious metals transactions.

28. After a customer invested, IGCPM contacted Lloyds, Hunter Wise or AmeriFirst to effectuate the transaction. IGCPM collected the funds needed for the transaction from the customer and sent them to Lloyds, Hunter Wise or AmeriFirst. Lloyds purportedly forwarded funds that it received from IGCPM to Hunter Wise. Hunter Wise and AmeriFirst provided back office support services to IGCPM and provided access to the details of the transaction to the customer via a hyper-link on the IGCPM website.

29. IGCPM charged customers commissions and fees for purchasing the metal and interest on loans to buy metal. Lloyds/Hunter Wise provided IGCPM's share of the commissions and fees to IGCPM after it received the customer's funds from IGCPM. AmeriFirst initially operated in a similar fashion, but it later directed IGCPM to deduct its commissions and fees from customer funds before forwarding those funds to AmeriFirst.

30. IGCPM's customers did not take delivery of precious metals. Rather, the vast majority of IGCPM's customers were only speculating on the price direction of the precious metals.

31. During the Relevant Period, IGCPM introduced approximately 22 customers to Hunter Wise (directly or via Lloyds) and AmeriFirst and transferred at least approximately \$1.059 million to Lloyds, Hunter Wise and AmeriFirst for the financing of precious metals.

During the Relevant Period, IGCPM received commissions and fees totaling at least \$447,342 for the retail financed precious metals transactions executed through Hunter Wise and AmeriFirst.

32. IGCPM, Lloyds, Hunter Wise and AmeriFirst never bought, sold, loaned, stored, or transferred any physical metals for these financed precious metals transactions. Likewise, IGCPM, Lloyds, Hunter Wise and AmeriFirst never delivered any precious metals to any customers with respect to these financed metals transactions.

33. At all times during the Relevant Period, Papastavrou was the owner, operator and controlling person of IGCPM. He exercised control over the day-to-day operations of IGCPM. He opened bank accounts and entered into agreements on behalf of IGCPM.

VII. VIOLATIONS OF THE COMMODITY EXCHANGE ACT

COUNT ONE VIOLATIONS OF 7 U.S.C. § 6(a) (2012): ILLEGAL OFF-EXCHANGE TRADING

34. Paragraphs 1 through 33 of this Complaint are realleged and incorporated herein by reference.

35. During the Relevant Period, the retail commodity transactions described in this Complaint were offered and entered into by Defendants (a) on a leveraged or margined basis, or financed by the offeror, the counterparty, or a person acting in concert with the offeror or counterparty on a similar basis, (b) with persons who are not ECPs or eligible commercial entities as defined by the Act, and (c) not made or conducted on, or subject to, the rules of any board of trade, exchange or contract market.

36. The gold, silver, platinum and palladium described herein are commodities as defined by 7 U.S.C. § 1a(9) (2012).

37. As set forth above, from at least August 2011, until at least December 2012, Defendants IGCPM and Papastavrou violated 7 U.S.C. § 6(a) (2012) by offering to enter into, entering into, executing, confirming the execution of, or conducting an office or business in the United States for the purpose of soliciting or accepting orders for, or otherwise dealing in, transactions in, or in connection with, retail commodity transactions.

38. Each offer to enter into, entrance into, execution, confirmation, solicitation, or acceptance of an order for a retail commodity transaction made during the Relevant Period is alleged as a separate and distinct violation of 7 U.S.C. § 6(a) (2012).

39. Papastavrou directly or indirectly controlled IGCPM and did not act in good faith or knowingly induced, directly or indirectly, the acts constituting IGCPM's violations of Section 6(a) of the Act, alleged in this Complaint. Therefore, pursuant to 7 U.S.C. § 13c(b) (2012), Papastavrou is liable for each of IGCPM's violations of 7 U.S.C. § 6(a) (2012).

40. The acts and omissions of Papastavrou and the other employees of IGCPM described in this Complaint were done within the scope of their employment with IGCPM. Therefore IGCPM is liable as a principal for each act, omission, or failure of Papastavrou and IGCPM's other employees constituting violations of 7 U.S.C. § 6(a) (2012), pursuant to 7 U.S.C. § 2(a)(1)(B) (2012).

VIII. RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that this Court, as authorized by 7 U.S.C. § 13a-1 (2012), and pursuant to its own equitable powers, enter:

A. An order finding that Defendants violated 7 U.S.C. § 6(a) (2012);

- B. An order of permanent injunction permanently restraining, enjoining and prohibiting Defendants, and any other person or entity associated with them, from engaging in conduct in violation of 7 U.S.C. § 6(a) (2012);
- C. An order of permanent injunction prohibiting Defendants and any of their successors from, directly or indirectly:
 - 1) Trading on or subject to the rules of any registered entity (as that term is defined in 7 U.S.C. § 1a (2012));
 - 2) Entering into any transactions involving commodity futures, options on commodity futures, commodity options (as that term is defined in 17 C.F.R. §1.3(hh) (2014)) (“commodity options”), security futures products, swaps (as that term is defined in 7 U.S.C § 1a(47) (2012) , and as further defined by 17 C.F.R. § 1.3(xxx) (2014)) (“swaps”), and/or foreign currency (as described in 7 U.S.C. §§ 2(c)(2)(B) & 2(c)(2)(C)(i) (2012)) (“forex contracts”), for their own personal accounts or for any accounts in which they have a direct or indirect interest;
 - 3) Having any commodity futures, options on commodity futures, commodity options, security futures products, swaps, and/or forex contracts traded or executed on their behalf;
 - 4) 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, swaps, and/or forex contracts;

- 5) Soliciting, receiving, or accepting any funds from any person for the purpose of purchasing or selling of any commodity futures, options on commodity futures, commodity options, security futures products, swaps, and/or forex contracts;
- 6) 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 17 C.F.R. § 4.14(a)(9) (2014); and
- 7) Acting as a principal (as that term is defined in 17 C.F.R. § 3.1(a) (2014)), 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 17 C.F.R. § 4.14(a)(9) (2014).

- D. Enter an order requiring that Defendants, as well as any of their successors, disgorge to any officer appointed or directed by the Court all benefits received from the acts or practices that constitute violations of the Act as described herein, including, but not limited to, salaries, commissions, loans, fees, revenues and trading profits derived, directly or indirectly, plus pre-judgment interest thereon from the date of such violations, plus post-judgment interest;
- E. Enter an order requiring Defendants 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. Enter an order directing Defendants and any of their successors, 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. Enter an order requiring Defendants to pay civil monetary penalties under the Act, to be assessed by the Court, in amounts of not more than the greater of: (1) triple their monetary gain for each violation of the Act or (2) \$140,000 for each violation committed on or after October 23, 2008;
- H. Enter an order requiring Defendants to pay costs and fees as permitted by 28 U.S.C. §§ 1920 & 2412(a)(2) (2012); and
- I. Enter an order providing such other and further relief as this Court may deem necessary and appropriate under the circumstances.

Dated: September 29, 2014

Respectfully submitted,

s/Kevin S. Webb

Kevin S. Webb

Senior Trial Attorney

FL Special Bar #A5501152

kwebb@cftc.gov

James H. Holl, III

Chief Trial Attorney

FL Special Bar #A5501063

jholl@cftc.gov

Division of Enforcement

U.S. Commodity Futures Trading Commission

1155 21st Street, N.W.

Washington, D.C. 20581

Telephone: (202) 418-5000

Facsimile: (202) 418-5538

Attorneys for Plaintiff US CFTC

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS U.S. COMMODITY FUTURES TRADING COMMISSION **DEFENDANTS** INTER-GLOBAL CURRENCY & PRECIOUS METALS, LLC; STAVROS PAPASTAVROU

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES) County of Residence of First Listed Defendant PALM BEACH COUNTY (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number) Attorneys (If Known)
 KEVIN WEBB, JAMES HOLL; US CFTC; 1155 21ST ST NW; WASHINGTON, DC 20581; 202-418-5000 KEVIN KULIK; 500 SW THIRD AVE; FORT LAUDERDALE, FL 33315; 954-761-9411

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only) **III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party) PTF DEF Citizen of This State 1 1 Incorporated or Principal Place of Business In This State 4 4

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III) 2 2 Citizen of Another State 2 2 Incorporated and Principal Place of Business In Another State 5 5

3 Citizen or Subject of a Foreign Country 3 3 Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input checked="" type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence Other: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)
 1 Original Proceeding 2 Removed from State Court 3 Re-filed (See VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment 8 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S) (See instructions):
 a) Re-filed Case YES NO b) Related Cases YES NO

JUDGE _____ DOCKET NUMBER _____

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):
 7 U.S.C. 86(a) (2012), ILLEGAL, OFF-EXCHANGE RETAIL COMMODITY TRANSACTIONS
 LENGTH OF TRIAL via _____ days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____ **CHECK YES only if demanded in complaint:**
JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE
 DATE: September 29, 2014 SIGNATURE OF ATTORNEY OF RECORD: _____

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Southern District of Florida

U.S. COMMODITY FUTURES TRADING
COMMISSION

Plaintiff(s)

v.

INTER-GLOBAL CURRENCY & PRECIOUS
METALS, LLC and STAVROS PAPASTAVROU

Defendant(s)

Civil Action No. 9:14-CV-81216

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) INTER-GLOBAL CURRENCY & PRECIOUS METALS, LLC
C/O STAVROS PAPASTAVROU, REGISTERED AGENT
15779 MENTON BAY CT
DELRAY BEACH, FL
33446-9740

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

KEVIN S. WEBB
SENIOR TRIAL ATTORNEY
US COMMODITY FUTURES TRADING COMMISSION
1155 21ST ST NW
WASHINGTON, DC 20581

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 9:14-CV-81216

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Southern District of Florida

U.S. COMMODITY FUTURES TRADING
COMMISSION

Plaintiff(s)

v.

INTER-GLOBAL CURRENCY & PRECIOUS
METALS, LLC and STAVROS PAPASTAVROU

Defendant(s)

Civil Action No. 9:14-CV-81216

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) STAVROS PAPASTAVROU
15779 MENTON BAY CT
DELRAY BEACH, FL
33446-9740

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

KEVIN S. WEBB
SENIOR TRIAL ATTORNEY
US COMMODITY FUTURES TRADING COMMISSION
1155 21ST ST NW
WASHINGTON, DC 20581

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 9:14-CV-81216

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify):*

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: