

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

Case No. 15-cv-61960-BLOOM

U.S. COMMODITY FUTURES
TRADING COMMISSION,

Plaintiff,

v.

MINTCO LLC, RICHARD ZIMMERMAN,
and STUART RUBIN,

Defendants.

**CONSENT ORDER OF PERMANENT
INJUNCTION, CIVIL MONETARY PENALTY, AND OTHER EQUITABLE RELIEF
AGAINST RICHARD ZIMMERMAN**

I. INTRODUCTION

On October 7, 2015, Plaintiff U.S. Commodity Futures Trading Commission (the “Commission” or “CFTC”) filed its First Amended Complaint for Injunctive and Equitable Relief and Penalties Under the Commodity Exchange Act against Richard Zimmerman (“Zimmerman”) for violations of the Commodity Exchange Act (the “Act”), 7 U.S.C. §§ 1-26 (2012) and the Commission’s regulations promulgated thereunder (“Regulations”), 17 C.F.R. § 1.1 *et seq.* (2016).

II. CONSENTS AND AGREEMENTS

To effect settlement of all charges alleged in the Complaint against Zimmerman without a trial on the merits or any further judicial proceedings, Defendant Zimmerman:

1. Consents to the entry of this Consent Order for Permanent Injunction, Civil Monetary Penalty and Other Equitable Relief Against Richard Zimmerman (“Consent Order”);

2. Affirms that he has read and agreed to this Consent Order voluntarily and that no promise, other than as specifically contained herein, or threat, has been made by the Commission or any member, officer, agent or representative thereof, or by any other person, to induce his consent to this Consent Order;

3. Acknowledges service upon him of the summons and Complaint;

4. Admits the jurisdiction of this Court over him and the subject matter of this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012);

5. Admits the jurisdiction of the Commission over the conduct and transactions at issue in this action pursuant to the Act, 7 U.S.C. §§ 1-26 (2012);

6. Admits that venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2012);

7. Waives:

(a) Any and all claims that he may possess under the Equal Access to Justice Act, 5 U.S.C. § 504 (2012) and 28 U.S.C. § 2412 (2012), or the rules promulgated by the Commission in conformity therewith, Part 148 of the Regulations, 17 C.F.R. §§ 148.1 *et seq.* (2016), relating to, or arising from, this action;

(b) Any and all claims that he may possess under the Small Business Regulatory Enforcement Fairness Act of 1996, Pub. L. No. 104-121, §§ 201-253, 110 Stat. 847, 857-868 (1996), as amended by Pub. L. No. 110-28, § 8302, 121 Stat. 112, 204-205 (2007), relating to, or arising from, this action;

(c) Any claim of Double Jeopardy based upon the institution of this action or the entry in this action of any order imposing a civil monetary penalty or any other relief, including this Consent Order; and

(d) Any and all rights of appeal from this action;

8. Consents to the continued jurisdiction of this Court over him for the purpose of implementing and enforcing the terms and conditions of this Consent Order and for any other purpose relevant to this action, even if Zimmerman now or in the future resides outside the jurisdiction of this Court;

9. Agrees that he will not oppose enforcement of this Consent Order on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure and waive any objection based thereon;

10. Agrees that neither he nor any of his agents or employees under his authority or control shall take any action or make any public statement denying, directly or indirectly, any allegation in the Complaint or the Findings of Fact or the Conclusions of Law in this Consent Order, or creating or tending to create the impression that the Complaint or this Consent Order is without a factual basis; provided, however, that nothing in this provision shall affect his:

(a) testimonial obligations; or (b) right to take legal positions in other proceedings to which the Commission is not a party. Zimmerman shall undertake all steps necessary to ensure that his agents and employees under his authority or control understand and comply with this agreement;

11. By consenting to the entry of this Consent Order, Zimmerman neither admits nor denies the allegations of the Complaint or the Findings of Fact and Conclusions of Law in this Consent Order, except as to jurisdiction and venue, which he admits. Further, Zimmerman agrees and intends that the Findings of Fact and Conclusions of Law contained in this Consent Order shall be taken as true and correct and be given preclusive effect, without further proof, but only in the course of: (a) any current or subsequent bankruptcy proceeding filed by, on behalf of, or against Zimmerman; and (b) any proceeding to enforce the terms of this Consent Order.

Zimmerman does not consent to the use of this Consent Order, or the Findings of Fact and Conclusions of Law in this Consent Order, as the sole basis for any other proceeding brought by the Commission. Zimmerman does not consent to the use of the Consent Order, or the Findings of Fact and Conclusions of Law in this Consent Order, by any other party in any other proceeding.

12. Agrees to provide immediate notice to this Court and the Commission by certified mail, in the manner required by paragraph 58 of Part VI of this Consent Order, of any bankruptcy proceeding filed by, on behalf of, or against him, whether inside or outside the United States;

13. Agrees that no provision of this Consent Order shall in any way limit or impair the ability of any other person or entity to seek any legal or equitable remedy against Zimmerman in any other proceeding, nor does any provision of this Consent Order render this Consent Order admissible in any proceeding not involving the Commission.

III. FINDINGS AND CONCLUSIONS

The Court, being fully advised in the premises, finds that there is good cause for the entry of this Consent Order and that there is no just reason for delay. The Court therefore directs the entry of the following Findings of Fact, Conclusions of Law, Permanent Injunction and equitable relief pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), as set forth herein. The findings and conclusions in this Consent Order are not binding on any other party to this action.

THE PARTIES TO THIS CONSENT ORDER AGREE AND THE COURT FINDS:

A. Findings of Fact

The Relevant Parties

14. Plaintiff U.S. Commodity Futures Trading Commission is an independent federal regulatory agency that is charged by Congress with enforcing the Act, 7 U.S.C. §§ 1-26 (2012), and the Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 – 190.10 (2016).

15. Defendant Richard Zimmerman resides in Florida. He is the President, a principal, and 50% owner of Mintco. He is currently registered with the Commission as an associated person of a registered introducing broker.

16. Mintco LLC (“Mintco”) is a Florida corporation, with its principal place of business in Delray Beach, Florida. Mintco has never been registered with the Commission in any capacity.

Relationship with Worth Group Inc.

17. From July 16, 2011, through the filing of the CFTC’s complaint in this matter (“the relevant period”), Mintco conducted its customers’ financed precious metal transactions through Worth Group Inc. (“Worth”).

18. Worth is a Florida corporation formed in June 2002 that has previously gone by the names of Wilshire Capital Management Corp. and Worth Bullion Group Inc. Worth describes itself as “a Florida-based precious metals wholesaler [that] might also be described as a dealer or broker of precious metals.” Worth has never been registered with the Commission in any capacity.

19. Plaintiff CFTC brought an action against Worth in the Southern District of Florida, *CFTC v. Worth Group, Inc., et al.*, Case No. 13-cv-80796-KLR (S.D. Fla., complaint filed August 13, 2013), alleging, inter alia, that Worth defrauded retail precious metals customers

and engaged in illegal, off-exchange leveraged commodity transactions with retail customers. On February 1, 2016, the Court entered a Consent Order of Permanent Injunction and Other Statutory and Equitable Relief Against Worth which permanently enjoined it from further violations of the Act and imposed civil monetary penalty and restitution obligations (ECF No. 194).

Mintco's Business

20. Mintco marketed stored precious metals to retail customers on both a fully-paid basis, in which customers paid the full purchase price in return for precious metals, as well as on a financed basis, in which customers paid a portion of the purchase price and financed the remainder through Worth.

21. Mintco solicited customers through telemarketing and a website, to engage in leveraged, margined, or financed precious metals transactions as well as fully paid precious metal transactions.

22. None of the precious metals transactions Mintco marketed to retail customers were executed on or subject to the rules of a board of trade or exchange that had been designated or registered by the Commission as a contract market or derivatives transaction execution facility for precious metals.

23. Mintco served as an "introducer" or "retailer" to providers of metal, primarily Worth. Mintco did not generally buy or sell any financed or stored metal itself. Instead, it accepted customer orders and funds, charged a commission on the transaction and forwarded the orders and funds to Worth or other providers of metal.

24. The retail customers Mintco dealt with consisted mostly of individual retail investors with aggregate discretionary investments of less than \$5 million who used their Mintco

accounts for speculative purposes, rather than because they were involved in a line of business related to precious metals, and were not eligible contract participants (“ECPs”) or eligible commercial entities (“ECEs”) as defined by the Act.

25. Between July 2011 and January 2013, upon receipt of customer funds, Mintco charged an up-front commission of between zero and fifteen percent of the full value of the metal purchased for its role in introducing the customer to Worth.

26. From January 2013 to November 2014, rather than an up-front commission, Mintco charged its own premium or “markup” of between zero and ten percent on the price of the metal purchased. This percentage was calculated based on the purchase price of the metal, quoted by Worth, and then added into the ultimate purchase price paid by the customer. The difference between the customer’s initial down payment and the total value of the metal purchased was considered the loan balance, and the customer was charged interest on this balance.

27. The mechanics of the fully-paid stored transactions Mintco marketed, worked similarly to the financed transactions except that customers did not use financing to make the initial metals purchase and therefore were assessed the commission or mark up (depending on the time frame) as well as Worth’s account opening fee and storage costs, but not the interest costs associated with leveraged purchases.

28. Worth maintained physical metals inventories at two depositories, where it held its unallocated metals in a master account in Worth’s name. During the relevant period, Worth was the signatory on this account.

29. When a financed retail customer entered into a transaction to purchase metal through Mintco, upon notice from Mintco, Worth sent instructions to the depository to “allocate”

the appropriate type and quantity of metal from Worth's master account to a "sub-account" in the customer's name. The allocation was a book entry, where the depository adjusted its records to reflect a paper change in the quantity of metals in Worth's master account and the customer sub-account; the physical metal resided in the same vault as when it was unallocated. The depository, who was Worth's agent, maintained possession of the physical metal after the allocation, not the retail customer.

30. The retail customer received a piece of paper from Worth with the words, "Commodity Title Transfer Notice," on it. The document expressly prohibited the retail customer from granting a security interest in, or conveying any right with respect to "their" metal to anyone except Worth after they received this document.

31. Worth was also the signatory for the depository agreements related to the customer sub-accounts. Neither Mintco, nor the retail customer had a contractual relationship with the depository.

32. Worth maintained control over the customer sub-account, both before and after any allocation. Under the agreements with both depositories, only Worth had the ability to transfer physical metal to and from a customer sub-account.

33. Because the retail customer never had possession and control of the metal in this process, actual delivery of precious metal to the retail customers did not occur.

34. During the Relevant Period, none of the leveraged, margined, or financed precious metals transactions entered into with, or offered to, the retail customers by Mintco and Zimmerman were conducted on or subject to the rules of any board of trade, exchange, contract market, or derivatives transaction execution facility.

35. During the Relevant Period, Zimmerman was a signatory on Mintco bank accounts, and exercised his authority to hire and fire Mintco employees and sign contracts on behalf of Mintco.

B. CONCLUSIONS OF LAW

Jurisdiction and Venue

36. During the Relevant Period, certain of transactions described in this Consent Order were offered by Mintco and Zimmerman and: (a) entered into 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) entered into with persons who are not ECPs; and (c) were not made or conducted on, or subject to, the rules of any board of trade, exchange or contract market, or derivatives transaction execution facility that was designated or registered by the Commission.

37. This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), which provides that whenever it shall appear to the Commission that any 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 promulgated thereunder, the Commission may bring an action in the proper district court of the United States against such person to enjoin such act or practice, or to enforce compliance with the Act, or any rule, regulation or order thereunder.

38. Effective July 16, 2011, the Dodd-Frank Act broadened the scope of the CFTC's jurisdiction to include financed commodity transactions with retail customers. The new Section 2(c)(2)(D) of the Act, 7 U.S.C. § 2(c)(2)(D) (2012), applies, subject to certain exceptions, to "any agreement, contract, or transaction in any commodity" that is entered into with, or offered

to, a person who is not an 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,” with respect to conduct occurring on or after July 16, 2011.

39. Pursuant to Section 2(c)(2)(D)(iii) of the Act, 7 U.S.C. § 2(c)(2)(D)(iii) (2012), such retail commodity transactions are subject to Section 4(a) of the Act, 7 U.S.C. §§ 6(a) (2012), “as if” they are a contract of sale of a commodity for future delivery. As a result, these transactions must be executed on an exchange and are subject to Section 4(a) of the Act, 7 U.S.C. §§ 6(a) (2012).

40. Under Section 2(c)(2)(D)(ii) of the Act, 7 U.S.C. § 2(c)(2)(D)(ii) (2012), transactions that result in actual delivery of precious metals to customers within 28 days are excepted from this requirement (the “28-day exception”). To make actual delivery, the seller in a financed transaction must secure and deliver the contracted amount of physical metal for each customer within 28 days of its acceptance of the customer’s order. For actual delivery to result, the transaction must include “a transfer of possession and control.” *CFTC v. Hunter Wise Commodities, LLC*, 749 F.3d 967, 978 (11th Cir. 2014).

41. Neither Mintco nor Zimmerman ever made “actual delivery” of precious metal in storage to customers.

42. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2012), because Zimmerman resides in this District, Zimmerman transacted business in this District, and certain transactions, acts, and practices alleged in the Complaint and described herein, occurred, are occurring, and/or are about to occur within this District.

Off-Exchange Transactions

43. Between July 16, 2011, and the present, Mintco and Zimmerman have offered to enter into, entered into, executed, confirmed, or conducted an office or business in the United States for the purpose of soliciting, accepting orders for, or otherwise dealing in agreements, contracts, or transactions in commodities (the “retail commodity transactions”) 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, with persons who are not eligible contract participants or eligible commercial entities as defined by the Act, and who are not engaged in a line of business related to precious metals.

44. The retail commodity transactions engaged in by Mintco and Zimmerman have not been made or conducted on, or subject to, the rules of any board of trade, exchange, or contract market. Furthermore, Mintco and Zimmerman conducted these transactions with non-ECPs, and actual delivery did not occur within 28 days.

45. Zimmerman and Mintco have therefore violated Section 4(a) of the Act, 7 U.S.C. § 6(a) (2012), by offering to enter into, entering into, executing, confirming the execution of, or conducting any office or business anywhere in the United States for the purpose of soliciting, accepting any order, or otherwise dealing in any transaction in, or in connection with retail commodity transactions, other than on or subject to the rules of a board of trade that has been designated or registered by the Commission as a contract market.

46. Zimmerman controlled Mintco, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, Mintco’s act or acts in violation of the Act; therefore, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), Zimmerman is liable for Mintco’s violations of Section 4(a) of the Act, 7 U.S.C. §6(a) (2012).

47. Each act of offering to enter into, entering into, executing, confirming the execution of, or conducting any office or business in the United States for the purpose of soliciting, accepting orders for, or otherwise dealing in any transaction in, or in connection with, retail commodity transactions, other than on or subject to the rules of a board of trade that has been designated or registered by the Commission as a contract market, is alleged as a separate and distinct violation of Section 4(a) of the Act, 7 U.S.C. § 6(a) (2012).

Registration with Respect to Financed Transactions

48. The Dodd-Frank Act amended the definition of “futures commission merchant” in the Act to include any individual, association, partnership, corporation, or trust that, among other things, is engaged in accepting orders for any agreement, contract, or transaction described in Section 2(c)(2)(D)(i) of the Act, 7 U.S.C. § 2(c)(2)(D)(i) (2012).

49. Between July 16, 2011 and the present, Mintco, through its agents and employees, accepted orders for agreements, contracts, or transactions described in Section 2(c)(2)(D)(i) of the Act, 7 U.S.C. § 2(c)(2)(D)(i) (2012).

50. Section 4d of the Act, 7 U.S.C. § 6d (2012), provides that it shall be unlawful for any person to be a futures commission merchant unless such person shall have registered with the Commission as a futures commission merchant.

51. During the relevant period, Mintco has failed to register with the Commission as a futures commission merchant and has therefore violated Section 4d of the Act, 7 U.S.C. § 6d (2012).

52. Zimmerman controlled Mintco, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, Mintco’s act or acts in violation of the Act;

therefore, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), Zimmerman is liable for Mintco's violations of Section 4d(a)(1) of the Act, 7 U.S.C. § 6d (2012).

IV. PERMANENT INJUNCTION

IT IS ORDERED AND ADJUDGED THAT:

53. Based upon and in connection with the foregoing conduct, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012):

- a. Zimmerman is permanently restrained, enjoined and prohibited from directly or indirectly violating Sections 4(a) and 4d of the Act, 7 U.S.C. §§ 6(a) and 6d (2012);
- b. In the event Zimmerman seeks to become a principal of a Commission registrant, Zimmerman will, for a period of one (1) year commencing from the date of Zimmerman's approval as a principal, provide to the National Futures Association (NFA) for pre-review copies of the registrant's promotional materials, prior to first use of such materials, in accordance with NFA Compliance Rule 2-29. This provision is not retroactive and does not require Zimmerman or the Commission registrant to submit to the NFA promotional materials used by the registrant prior to Zimmerman becoming an approved principal of the registrant.

V. CIVIL MONETARY PENALTY

54. Zimmerman shall pay a civil monetary penalty in the amount of forty-five thousand dollars (\$45,000) (the "CMP Obligation"), within ten (10) days of the date of the entry of this Consent Order.

55. Zimmerman is solely responsible for payment of his CMP Obligation. If Zimmerman's CMP Obligation is not paid in full within ten (10) days of the date of entry of this Consent Order, then post-judgment interest shall accrue on the CMP Obligation beginning on the date of entry of this Consent Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Consent Order pursuant to 28 U.S.C. § 1961 (2012).

56. Zimmerman shall pay his CMP Obligation by electronic funds transfer, U.S. postal money order, certified check, bank cashier's check, or bank money order. If payment is to be made other than by electronic funds transfer, then the payment shall be made payable to the Commodity Futures Trading Commission and sent to the address below:

Commodity Futures Trading Commission
Division of Enforcement
ATTN: Accounts Receivables
DOT/FAA/MMAC/AMZ-341
CFTC/CPSC/SEC
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
(405) 954-7262 office
(405) 954-1620 fax
nikki.gibson@faa.gov

If payment by electronic funds transfer is chosen, Zimmerman shall contact Nikki Gibson or her successor at the address above to receive payment instructions and shall fully comply with those instructions. Zimmerman shall accompany payment of the CMP Obligation with a cover letter that identifies Zimmerman and the name and docket number of this proceeding.

Zimmerman shall simultaneously transmit copies of the cover letter and the form of payment to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

57. Partial Satisfaction: Acceptance by the Commission of any partial payment of Zimmerman's CMP Obligation shall not be deemed a waiver of his obligation to make further

payments pursuant to this Consent Order, or a waiver of the Commission's right to seek to compel payment of any remaining balance.

VI. MISCELLANEOUS PROVISIONS

58. Notice: All notices required to be given by any provision in this Consent Order shall be sent certified mail, return receipt requested, as follows:

Notice to Commission:

Rosemary Hollinger
Deputy Director
Division of Enforcement
Commodity Futures Trading Commission
525 W. Monroe St., Suite 1100
Chicago, IL 60661

All such notices to the Commission shall reference the name and docket number of this action.

Notice to Richard Zimmerman:

Richard Zimmerman
2733 Eleanor Way
Wellington, Florida 33414

With a copy to:

Peter W. Homer
Homer Bonner Jacobs, P.A.
1200 Four Seasons Tower
1441 Brickell Avenue
Miami, FL 33131

59. Change of Address/Phone: Until such time as Zimmerman satisfies in full his CMP Obligation as set forth in this Consent Order, Zimmerman shall provide written notice to the Commission by certified mail of any change to his telephone number and mailing address within ten (10) calendar days of the change.

60. Entire Agreement and Amendments: This Consent Order incorporates all of the terms and conditions of the settlement among the parties hereto to date. Nothing shall serve to

amend or modify this Consent Order in any respect whatsoever, unless: (a) reduced to writing; (b) signed by all parties hereto; and (c) approved by order of this Court.

61. Invalidation: If any provision of this Consent Order or if the application of any provision or circumstance is held invalid, then the remainder of this Consent Order and the application of the provision to any other person or circumstance shall not be affected by the holding.

62. Waiver: The failure of any party to this Consent Order at any time to require performance of any provision of this Consent Order shall in no manner affect the right of the party at a later time to enforce the same or any other provision of this Consent Order. No waiver in one or more instances of the breach of any provision contained in this Consent Order shall be deemed to be or construed as a further or continuing waiver of such breach or waiver of the breach of any other provision of this Consent Order.

63. Continuing Jurisdiction of this Court: This Court shall retain jurisdiction of this action to ensure compliance with this Consent Order and for all other purposes related to this action, including any motion by Zimmerman to modify, or for relief from, the terms of this Consent Order.

64. Injunctive and Equitable Relief Provisions: The injunctive and equitable relief provisions of this Consent Order shall be binding upon Zimmerman, upon any person under his authority or control, and upon any person who receives actual notice of this Consent Order, by personal service, email, facsimile or otherwise insofar as he or she is acting in concert or participation with Zimmerman.

65. Counterparts and Facsimile Execution: This Consent Order may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall

become effective when one or more counterparts have been signed by each of the parties hereto and delivered (by facsimile, e-mail, or otherwise) to the other party, it being understood that all parties need not sign the same counterpart. Any counterpart or other signature to this Consent Order that is delivered by any means shall be deemed for all purposes as constituting good and valid execution and delivery by such party of this Consent Order.

66. Contempt: Zimmerman understands that the terms of the Consent Order are enforceable through contempt proceedings, and that, in any such proceeding he may not challenge the validity of this Consent Order.

67. Agreements: Zimmerman shall comply with all of the agreements set forth in this Consent Order.

DONE AND ORDERED in Miami, Florida on this 18th day of December, 2017.



BETH BLOOM
UNITED STATES DISTRICT JUDGE

CONSENTED TO AND APPROVED BY:

Richard Zimmerman,

Richard Zimmerman, Individually

U.S. Commodity Futures Trading
Commission
525 W. Monroe St., #1100
Chicago, IL 60661

APPROVED AS TO FORM:

By: /s/ Peter W. Homer

Peter W. Homer, Counsel
Homer Bonner Jacobs
1200 Four Seasons Tower
1441 Brickell Ave.,
Miami, Florida 33131

By: /s/ Rosemary Hollinger
Rosemary Hollinger
Deputy Director
Division of Enforcement
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By: /s/ David Terrell
David Terrell
Chief Trial Attorney

PHomer@homerbonner.com

Dated: _____, 2017

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Dated: _____, 2017