

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

COMMODITY FUTURES TRADING §
COMMISSION, §

Plaintiff, §

v. §

Civil Action No. 3:20-CV-02985-X

KENZLEY RAMOS §

also known as Kenzley Jacobs §

also known as Anthony “Tony” David §

McKinney §

also known as Anthony Green §

Defendant.

FINAL JUDGMENT

By separate order, the Court has granted the Commodity Futures Trading Commission’s Motion for Final Judgment by Default on all claims against Kenzley Ramos. Therefore, the Court issues this final judgment including the following remedies.

I. Permanent Injunction

IT IS HEREBY ORDERED THAT:

Based upon and in connection with the foregoing conduct, pursuant to Section 6c of the Commodity Exchange Act,¹ Kenzley Ramos is permanently restrained, enjoined and prohibited from directly or indirectly:

- A. Cheating or defrauding, or attempting to cheat or defraud, other

¹ 7 U.S.C. § 13a-1(a).

persons; issuing or causing to be issued false reports; and willfully deceiving or attempting to deceive other persons in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or forex contract that is made, or to be made, for or on behalf of, or with, any other person in violation of Sections 4b, 4c, and 4o of the Act,² and Regulations 5.2(b)(1)-(3) and 32.4;³

- B. Using the mails or other means or instrumentalities of interstate commerce to directly or indirectly employ a device, scheme, or artifice to defraud clients or prospective clients, or engage in transactions, practices, or courses of business which operate as a fraud or deceit upon clients or prospective clients in violation of Section 4o of the Act;⁴ and
- C. Using the mails or other means or instrumentalities of interstate commerce to engage in a business that is of the nature of a commodity pool and/or in connection therewith, to solicit, accept, or receive from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise for the purpose of trading, including any commodity for future delivery, security futures product, swap, or agreement, contract, or transactions

² 7 U.S.C. §§ 6b(a)(2)(A)–(C), 6c(b), 6o(1)(A)–(B).

³ 17 C.F.R. §§ 5.2(b)(1)–(3); 32.4.

⁴ 7 U.S.C. § 6o(1)(A)–(B).

as they are described in Section 2(c)(2)(C)(i) or Section 2(c)(2)(D)(i) of the Act, in violation of Sections 2 and 4m of the Act⁵ and Regulation 5.3(a)(2).⁶

Kenzley Ramos is also permanently restrained, enjoined and prohibited from directly or indirectly:

- A. Trading on or subject to the rules of any registered entity, as that term is defined in Section 1a(40) of the Act;⁷
- B. Entering into any transactions involving “commodity interests,” as that term is defined in Regulation 1.3,⁸ for his own personal account or for any account in which he has a direct or indirect interest;
- C. Having any commodity interests traded on his behalf;
- D. 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 interests;
- E. Soliciting, receiving or accepting any funds from any person for the purpose of purchasing or selling any commodity interests;
- F. 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

⁵ 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 6m(1).

⁶ 17 C.F.R. § 5.3(a)(2).

⁷ 7 U.S.C. § 1a(40).

⁸ 17 C.F.R. § 1.3.

except as provided for in Regulation 4.14(a)(9);⁹ and/or

G. Acting as a principal, as that term is defined in Regulation 3.1(a),¹⁰ agent or any other officer or employee of any person, as that term is defined in Section 1a(38) of the Act,¹¹ registered, or exempted from registration or required to be registered with the Commission except as provided for in 17 C.F.R. § 4.14(a)(9).

II. Restitution

IT IS HEREBY ORDERED THAT:

Kenzley Ramos shall pay restitution in the amount of twenty-seven thousand, five hundred and fifty-six dollars (\$27,556.00), which is identified as the “Restitution Obligation”. If the Restitution Obligation is not paid immediately, post-judgment interest shall accrue on the Restitution Obligation beginning on the date of entry of this Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Order pursuant to 28 U.S.C. § 1961.

To effect payment of the Restitution Obligation and the distribution of any restitution payments to Kenzley Ramos’s pool participants, the Court appoints the National Futures Association as Monitor. The Monitor shall receive restitution payments from Kenzley Ramos and make distributions as set forth below. Because the Monitor is acting as an officer of this Court in performing these services, the

⁹ 17 C.F.R. § 4.14(a)(9).

¹⁰ 17 C.F.R. § 3.1(a).

¹¹ 7 U.S.C. § 1a(38).

National Futures Association shall not be liable for any action or inaction arising from National Futures Association's appointment as Monitor, other than actions involving fraud.

Kenzley Ramos shall make Restitution Obligation payments, and any post-judgment interest payments, under this Order to the Monitor in the name "Kenzley Ramos – Restitution Fund" and shall send such payments by electronic funds transfer, or by U.S. postal money order, certified check, bank cashier's check, or bank money order, to the Office of Administration, National Futures Association, 300 South Riverside Plaza, Suite 1800, Chicago, Illinois 60606 under cover letter that identifies Kenzley Ramos and the name and docket number of this proceeding. Kenzley Ramos 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.

The Monitor shall oversee the Restitution Obligation and shall have the discretion to determine the manner of distribution of such funds in an equitable fashion to Kenzley Ramos's pool participants identified by the Commission or may defer distribution until such time as the Monitor deems appropriate. In the event that the amount of Restitution Obligation payments to the Monitor are of a *de minimis* nature such that the Monitor determines that the administrative cost of making a distribution to eligible pool participants is impractical, the Monitor may, in its discretion, treat such restitution payments as civil monetary penalty payments, which the Monitor shall forward to the Commission following the instructions for civil

monetary penalty payments set forth in Part III below.

Kenzley Ramos shall cooperate with the Monitor as appropriate to provide such information as the Monitor deems necessary and appropriate to identify Kenzley Ramos's pool participants to whom the Monitor, in its sole discretion, may determine to include in any plan for distribution of any Restitution Obligation payments. Kenzley Ramos shall execute any documents necessary to release funds that he has in any repository, bank, investment or other financial institution, wherever located, in order to make partial or total payment toward the Restitution Obligation.

The Monitor shall provide the Commission at the beginning of each calendar year with a report detailing the disbursement of funds to Kenzley Ramos's pool participants during the previous year. The Monitor shall transmit this report under a cover letter that identifies the name and docket number of this proceeding to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

The amounts payable to each pool participant shall not limit the ability of any pool participant from proving that a greater amount is owed from Kenzley Ramos or any other person or entity, and nothing herein shall be construed in any way to limit or abridge the rights of any pool participant that exist under state or common law.

Pursuant to Rule 71 of the Federal Rules of Civil Procedure, each pool participant of Kenzley Ramos who suffered a loss is explicitly made an intended third-party beneficiary of this Order and may seek to enforce obedience of this Order to obtain satisfaction of any portion of the restitution that has not been paid by Kenzley

Ramos to ensure continued compliance with any provision of this Order and to hold Kenzley Ramos in contempt for any violations of any provision of this Order.

To the extent that any funds accrue to the U.S. Treasury for satisfaction of Kenzley Ramos's Restitution Obligation, such funds shall be transferred to the Monitor for disbursement in accordance with the procedures set forth above.

Acceptance by the Commission or the Monitor of any partial payment of Kenzley Ramos's Restitution Obligation shall not be deemed a waiver of his obligation to make further payments pursuant to this Order, or a waiver of the Commission's right to seek to compel payment of any remaining balance.

III. Civil Monetary Penalty

IT IS HEREBY ORDERED THAT:

Kenzley Ramos shall pay a civil monetary penalty in the amount of eighty-two thousand, six hundred and sixty-eight dollars (\$82,668.00), identified as the "Civil Monetary Penalty Obligation," an amount that represents three times the gain to Kenzley Ramos.¹² If the Civil Monetary Penalty Obligation is not paid immediately, then post-judgment interest shall accrue on the Civil Monetary Penalty Obligation beginning on the date of entry of this Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Order pursuant to 28 U.S.C. § 1961 (2018).

Kenzley Ramos shall pay his Civil Monetary Penalty Obligation and any post-

¹² See 7 U.S.C. § 13a-1(d)(1)(A).

judgment interest, 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:

MMAC/ESC/AMK326
Commodity Futures Trading Commission
Division of Enforcement
6500 S. MacArthur Blvd.
HQ Room 181
Oklahoma City, OK 73169
(405) 954-6569 office
(405) 954-1620 fax
9-AMC-AR-CFTC@faa.gov

If payment by electronic funds transfer is chosen, Kenzley Ramos shall contact Marie Thorne or her successor at the address above to receive payment instructions and shall fully comply with those instructions. Kenzley Ramos shall accompany payment of the Civil Monetary Penalty Obligation with a cover letter that identifies Kenzley Ramos and the name and docket number of this proceeding. Kenzley Ramos 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.

Acceptance by the Commission or the Monitor of any partial payment of Kenzley Ramos's Civil Monetary Penalty Obligation shall not be deemed a waiver of his obligation to make further payments pursuant to this Order, or a waiver of the Commission's right to seek to compel payment of any remaining balance.

IV. Miscellaneous Provisions

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

Notice to Commission:

Charles D. Marvine
Deputy Director
Commodity Futures Trading Commission
Division of Enforcement
4900 Main Street, Suite 500
Kansas City, MO 64112

Notice to Defendant:

Kenzley Ramos
7543 Edenberry Way
Lithonia, GA 30058

Notice to NFA:

Daniel Driscoll, Executive Vice President, COO
National Futures Association
300 S. Riverside Plaza, Suite 1800
Chicago, IL 60606-3447

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

Change of Address/Phone: Until such time as Kenzley Ramos satisfies his Restitution Obligation and Civil Monetary Penalty Obligation as set forth in this Order, Kenzley Ramos shall provide written notice to the Commission by certified mail of any change to his telephone number and mailing address within ten calendar days of the change.

Invalidation: If any provision of this Order or if the application of any provision or circumstance is held invalid, then the remainder of this Order and the


application of the provision to any other person or circumstance shall not be affected by the holding.

Continuing Jurisdiction of this Court: The Court shall retain jurisdiction of this case to ensure compliance with this Order and for all other purposes related to this action, including any motion to Kenzley Ramos to modify or for relief from the terms of this Order.

Injunctive and Equitable Relief Provisions: The injunctive and equitable relief provisions of this Order shall be binding upon the Kenzley Ramos, upon any person under the authority or control of the Kenzley Ramos, and upon any person who receives actual notice of this Order, by personal service, e-mail, facsimile, or otherwise insofar as he or she is acting in active concert or participation with Kenzley Ramos.

All relief not expressly granted is denied. This is a final judgment.

IT IS SO ORDERED this 6th day of July, 2021.



BRANTLEY STARR
UNITED STATES DISTRICT JUDGE