

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
WEST PALM BEACH DIVISION

**SEALED**

FILED BY MC D.C.

**Jan 18, 2022**

ANGELA F. NORRIS  
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COMMODITY FUTURES TRADING  
COMMISSION,  
2600 Grand Boulevard, Suite 210  
Kansas City, Missouri 64108,

Plaintiff,

v.

Case No. 22-cv-80092-DMM

RAJIV PATEL, a/k/a RAVI PATEL, a/k/a  
RAJ PATEL,

and

BLUPRINT LLC,  
2783 Pillsbury Way  
Wellington, Florida 33414,

Defendants.

**COMPLAINT FOR INJUNCTIVE RELIEF,  
CIVIL MONETARY PENALTIES, AND OTHER EQUITABLE RELIEF**

The Commodity Futures Trading Commission (“CFTC” or “Commission”), an independent federal agency, by and through its attorneys, alleges as follows:

**I. SUMMARY**

1. Between at least June 2019 and continuing through the present (“Relevant Period”), Defendants Rajiv Patel (“Patel”) and his Florida limited liability company, Blueprint LLC (“Blueprint”) (collectively, “Defendants”), have engaged in a fraudulent scheme to solicit and misappropriate money invested with Defendants for the purported purpose of trading commodity futures and securities in a commodity pool. Defendants solicited and/or accepted at least \$9.8 million from at least sixteen individuals and entities (“Pool Participants”) to trade commodity futures and securities in a commodity pool (the “Blueprint Pool”). Instead of using

Pool Participant funds to trade on behalf of the Blueprint Pool, Defendants immediately misappropriated the funds.

2. Defendants misappropriated Pool Participant funds by directing or depositing the funds into Patel's personal bank and trading accounts. Patel used Pool Participant funds to support his lifestyle, including by making mortgage payments for two homes in Palm Beach County, Florida; making loan payments on several vehicles; and by making regular payments to credit card providers and personal loan financiers. Patel also used Pool Participant funds to personally trade, among other things, commodity futures and options. Patel's trading has been overall unprofitable and caused significant losses of Pool Participant funds. Meanwhile, Patel reported to Pool Participants that their investments were earning interest, when in reality, as of November 21, 2021, the investments were depleted and earning no interest.

3. By engaging in this conduct and the conduct further described herein, the Defendants have violated certain anti-fraud, commodity pool registration, and related provisions of the Commodity Exchange Act ("Act" or "CEA"), 7 U.S.C. §§ 1-26, namely, Sections 4b(a)(1)(A)-(C), 4c(b), 4k(2), 4m(1), 4o(1)(A)-(B) of the Act, 7 U.S.C. §§ 6b(a)(1)(A)-(C), 6c(b), 6k(2), 6m(1), 6o(1)(A)-(B), and CFTC Regulations ("Regulations") 4.20(a)(1), (b), and (c), 4.21, 4.22, and 32.4, 17 C.F.R. §§ 4.20(a)(1), (b), and (c), 4.21, 4.22, 32.4 (2021).

4. Unless restrained and enjoined by this Court, Defendants are likely to continue engaging in the acts and practices alleged in this Complaint.

5. Accordingly, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, the CFTC brings this action to enjoin Defendants' unlawful acts and practices and to compel their compliance with the Act and the Regulations promulgated thereunder, and to enjoin them from engaging in any commodity-related activity. The CFTC also seeks civil monetary penalties and

remedial ancillary relief, including but not limited to, trading and registration bans, restitution, disgorgement from Defendants, rescission, pre- and post-judgment interest, and such other and further relief as the Court may deem necessary and appropriate.

## II. JURISDICTION AND VENUE

6. **Jurisdiction.** This Court has jurisdiction over this action under 28 U.S.C. § 1331 (codifying federal question jurisdiction) and 28 U.S.C. § 1345 (providing that U.S. district courts have original jurisdiction over civil actions commenced by the United States or by any agency expressly authorized to sue by Act of Congress). In addition, Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a), provides that U.S. district courts have jurisdiction to hear actions brought by the CFTC for injunctive and other relief or to enforce compliance with the Act whenever it shall appear to the CFTC 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 thereunder.

7. **Venue.** Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e), because the Defendants transacted business in this District, and certain of the acts and practices in violation of the Act have occurred, are occurring, or are about to occur within this District, among other places.

## III. PARTIES

8. Plaintiff **Commodity Futures Trading Commission** is an independent federal regulatory agency charged by Congress with administering and enforcing the Act, 7 U.S.C. §§ 1-26, and Regulations, 17 C.F.R. §§ 1-190 (2021). The CFTC maintains its principal office at Three Lafayette Centre, 1155 21st Street NW, Washington, D.C. 20581.

9. Defendant **Blueprint LLC** is a Florida limited liability company formed in June 2018 that operates from Patel's residence in Wellington, Florida. During the Relevant Period, Blueprint operated as a commodity pool operator ("CPO") by accepting and receiving funds from pool participants for participation in the Blueprint Pool. Blueprint has never been registered with the CFTC in any capacity.

10. Defendant **Rajiv Patel, also known as Ravi Patel** is a resident of Wellington, Florida, in Palm Beach County. Patel is the Managing Director of Blueprint and also describes himself as its CEO. During the Relevant Period, Patel acted as an Associated Person ("AP") for CPO Blueprint by soliciting pool participants for participation in the Blueprint Pool. Patel has never been registered with the CFTC in any capacity.

#### IV. FACTS

11. During the Relevant Period, Defendants misappropriated and solicited at least \$9.8 million from at least sixteen Pool Participants. To conceal their fraud, Defendants provided Pool Participants with false account statements, and Patel lied to futures commission merchants about the source of the funds he used to trade in his personal trading accounts. Defendants also failed to register and properly operate the Blueprint Pool.

##### **A. Defendants Misappropriated and Commingled Pool Participants' Funds with Patel's Personal Trading and Bank Accounts.**

12. Patel and Blueprint have misappropriated and commingled Pool Participants' funds by accepting them and depositing or directing them into Patel's personal trading or bank accounts. From there, Patel and Blueprint largely traded the funds in commodity futures trading accounts and incurred significant overall losses, distributed funds back to other Pool Participants (akin to a Ponzi scheme), or used the funds on Patel's own personal spending. Consequently, as of November 21, 2021, Pool Participants' funds were depleted.

13. Specifically, during the Relevant Period, Patel deposited more than \$5,100,000 into futures accounts; he traded E-mini Nasdaq-100, Micro E-mini Nasdaq, E-mini Russell 2000 Index, E-mini S&P 500 Index, and Natural Gas futures, and he traded Natural Gas, Mini S&P, and other index options; and the accounts incurred overall trading losses of nearly \$3,900,000 during the same timeframe. Patel paid more than \$605,000 in trading fees during the Relevant Period.

14. Patel also distributed nearly \$2,000,000 back to some Pool Participants during the Relevant Period in the manner of Ponzi payments.

15. Patel spent the remaining Pool Participant funds on personal expenses supporting his lavish lifestyle, including by paying for the mortgages for two homes in Palm Beach County, Florida; loan payments on several vehicles totaling nearly \$95,000; personal loan payments totaling more than \$271,000; and regular credit card payments totaling more than \$407,000.

16. Defendants knowingly or recklessly defrauded Pool Participants by misappropriating Pool Participant funds instead of investing the Pool Participants' money as promised. At a minimum, this conduct operated as a fraud on pool participants.

**B. The Defendants Made Material Misrepresentations and Issued False Account Statements to Pool Participants.**

17. To encourage Pool Participants to invest, Patel and/or Blueprint entered into agreements with Pool Participants that purported to pay Pool Participants a specific interest rate in exchange for the Pool Participants' capital contributions to Blueprint. As discussed below, these agreements contained a number of material misrepresentations.

18. Defendants also provided false periodic account statements to Pool Participants.

**i. Defendants' Investment Agreements with and Periodic Account Statements to Pool Participant A Contained Material Misrepresentations.**

19. On or around January 15, 2020, under the impression that Patel was a successful and experienced trader, a commodity pool participant ("Pool Participant A") provided to Defendants one million dollars (\$1,000,000) and entered into an "Investment Agreement" with Blueprint and Patel. Patel personally guaranteed repayment, personally signed the Investment Agreement, and signed the Investment Agreement on behalf of Blueprint as Blueprint's Managing Director.

20. On or around September 9, 2020, Pool Participant A and Defendants entered into a second Investment Agreement, this time for Pool Participant A's capital contribution of five hundred thousand dollars (\$500,000). Other than the amount invested and the date of the agreement, the Investment Agreements' terms were functionally the same.

21. The Investment Agreements provided that "[i]n exchange for [Pool Participant A's] capital contribution . . . [Blueprint] shall pay to [Pool Participant A] an annual rate of return of twenty percent (20%) on the Capital Contribution[s] . . . until the earlier of: (i) a period of three (3) years . . . or (ii) until such time that [Blueprint] returns the full amount of the Capital Contribution[s] to [Pool Participant A]."

22. The Investment Agreements further provided that Defendants

[J]ointly and severally represent[ed] and warrant[ed]: (a) the accuracy of all statements and representations made in any Written Report; (b) that no portion of [Pool Participant A's] Book Capital Account balance shall be used for personal benefit by [Patel] or [Blueprint], or for any purpose other than set forth in [the Investment Agreements]; and (c) that [Pool Participant A's] Capital Contribution will be invested solely for the purpose of increasing the [Pool Participant A's] Book Capital Account[.]

23. These representations were false. Instead of investing Pool Participant A's funds as promised, Defendants immediately misappropriated Pool Participant A's capital contribution by spending the funds on personal expenses, making payments to other Pool Participants, and using the funds for Patel's personal trading (which suffered significant trading losses). The funds never accumulated interest. Defendants never maintained a Book Capital Account for Pool Participant A. Moreover, Defendants knew, or were reckless in not knowing, that they had no past history of trading success or basis to represent to Pool Participant A that Defendants would generate trading profits that would allow Defendants to pay a 20% annual rate of return on Pool Participant A's investment.

24. Blueprint and Patel also represented and warranted that the execution, delivery, and performance of the Investment Agreements and the "consummation of the transactions contemplated" within the Investment Agreements would not "violate any federal, foreign, state, county or local law, rule, regulation, order, writ injunction or decree applicable to [Blueprint] or [Patel]." Defendants knew, however, that their operation of the Blueprint Pool and their failure to register or file a registration exemption violated federal law.

25. Periodically, Defendants provided Pool Participant A with account statements purporting to show the amount of "Principal" Pool Participant A provided, an "Annual Simple Interest Rate" of 20.00%, and a "Daily Interest Rate" of 0.05479%. Defendants provided Pool Participant A one such statement on Blueprint letterhead dated October 31, 2021, which provided a table reflecting total "Principal" invested as \$1,500,000, and falsely show total interest accumulated as of October 31, 2021 as \$459,863.01.

26. These account statements were false. Pool Participant A's capital contributions are largely or completely depleted and are not accruing any interest. Defendants did not direct

any of Pool Participant A's capital contributions to the Blueprint Pool. Instead, Defendants directed Pool Participant A's capital contributions to Patel's personal futures trading and bank accounts. Thereafter Patel used the funds for personal expenses and to trade index futures and options products, which then suffered significant losses.

**ii. Defendants' Profit Sharing Agreements with and Periodic Account Statements to Pool Participant B Contained Material Misrepresentations.**

27. On or around January 29, 2021, under the impression that Patel was a successful and experienced trader, a commodity pool participant ("Pool Participant B") entered into a "Profit Sharing Agreement" with Blueprint and provided a "capital contribution of Two Hundred Thousand U.S. Dollars (\$200,000.00), in exchange for certain profit[-]sharing rights in Blueprint's investment activities."

28. In the January 29, 2021 Profit Sharing Agreement, in exchange for the \$200,000, "Blueprint agree[d] to pay [Pool Participant B] an annual return of fifteen percent (15%) on [Pool Participant B's] Capital Contribution ("Annual Return") for a period of three (3) years . . . or until such time that Blueprint returns the capital to [Pool Participant B], whichever is first ("Agreement Term")."

29. On or around March 29, 2021, still under the impression that Patel was a successful and experienced trader, Pool Participant B entered into a second Profit Sharing Agreement with Blueprint, providing a "capital contribution of Twenty Thousand U.S. Dollars (\$20,000.00)." Likewise, on or around April 26, 2021, Pool Participant B entered into a third Profit Sharing Agreement with Blueprint, providing a "capital contribution of One Hundred Thousand U.S. Dollars (\$100,000.00)." On or around August 2, 2021, Pool Participant B entered into a fourth Profit Sharing Agreement with Blueprint ("August 2, 2021 Profit Sharing



Agreement”), providing a “capital contribution of Two Hundred Thirty Thousand U.S. Dollars (\$230,000.00).” Other than the dates of the agreements and the amounts invested, the terms of all of the Profit Sharing Agreements were functionally the same.

30. Patel signed each of the Profit Sharing Agreements on behalf of Blueprint as Blueprint’s Managing Director.

31. Defendants knew, or were reckless in not knowing, that they had no past history of trading success or basis to represent to Pool Participant B that Defendants would generate trading profits that would allow Defendants to pay a 15% annual rate of return on Pool Participant B’s investment.

32. Approximately monthly, Defendants provided Pool Participant B account statements purporting to show the amount of “Principal” Pool Participant A invested, an “Annual Simple Interest Rate” of 15.00%, and a “Daily Interest Rate” of 0.04110%. Defendants provided Pool Participant B one such statement on Blueprint letterhead dated September 30, 2021, which provided a table reflecting the total Pool Participant B invested as \$550,000.00 and total interest accumulated as of September 30, 2021 as \$33,571.23. The statement also provided a “Projected Schedule,” projecting accumulated interest of \$54,365.75 by December 31, 2021.

33. These account statements were false. Pool Participant B’s capital contributions are largely or completely depleted and are not accruing any interest. Defendants did not direct any of Pool Participant B’s capital contributions to the Blueprint Pool. Instead, Defendants directed Pool Participant B’s capital contributions to Patel’s personal futures trading and bank accounts. Thereafter Patel used the funds for personal expenses and to trade index futures and options products, which then suffered significant losses.

**iii. Defendants' Investment Agreements with and Periodic Account Statements and Verbal Communications to Pool Participant C Contained Material Misrepresentations.**

34. On or around February 2, 2021, under the impression that Patel was a successful and experienced trader, a Pool Participant ("Pool Participant C") entered into a "Profit Sharing Agreement" with Blueprint and provided a "capital contribution of Seventy Five Thousand U.S. Dollars (\$75,000.00), in exchange for certain profit[-]sharing rights in Blueprint's investment activities."

35. According to the Profit Sharing Agreement, in exchange for the \$75,000.00 investment, "Blueprint agree[d] to pay [Pool Participant C] an annual return of fifteen percent (15%) on [Pool Participant C's] Capital Contribution ("Annual Return") for a period of three (3) years . . . or until such time that Blueprint returns the capital to [Pool Participant C], whichever is first ("Agreement Term")."

36. On or around April 9, 2021, Pool Participant C and Blueprint entered into a second Profit Sharing Agreement, this time for one hundred thousand dollars (\$100,000). Other than the amount invested and the date, the Profit Sharing Agreements' terms were functionally the same.

37. Patel signed both Profit Sharing Agreements on behalf of Blueprint as Blueprint's Managing Director.

38. Defendants knew, or were reckless in not knowing, that they had no past history of trading success or basis to represent to Pool Participant C that Defendants would generate trading profits that would allow Defendants to pay a 15% annual rate of return on Pool Participant C's investment.

39. Approximately monthly, Defendants provided Pool Participant C account statements purporting to show the amount of "Principal" Pool Participant C invested, an "Annual

Simple Interest Rate” of 15.00%, and a “Daily Interest Rate” of 0.04110%. Defendants provided Pool Participant C one such statement on Blueprint letterhead dated September 30, 2021, which provided a table reflecting total “Principal” invested as \$175,000.00 and total interest accumulated as of September 30, 2021 as \$14,578.77. The statement also provided a “Projected Schedule,” projecting accumulated interest of \$21,195.21 by December 31, 2021.

40. These account statements were false. Pool Participant C’s capital contributions are largely or completely depleted and are not accruing any interest. Defendants did not direct any of Pool Participant C’s capital contributions to the Blueprint Pool. Instead, Defendants directed Pool Participant C’s capital contributions to Patel’s personal futures trading and bank accounts. Thereafter Patel used the funds for personal expenses and to trade index futures and options products, which then suffered significant losses.

41. Furthermore, during the Relevant Period, Patel verbally told Pool Participant C that Blueprint traded “S&P E-Mini futures.” Blueprint, however, had no futures trading accounts and has never traded any futures.

**C. Patel Made Material Misrepresentations to Futures Commissions Merchants and an Introducing Broker To Conceal Defendants’ Fraud.**

42. On November 28, 2020, Patel applied for a personal trading account with Dorman Trading, LLC, a registered futures commission merchant (“FCM”), introduced by NinjaTrader Brokerage, LLC (“NinjaTrader”), a registered introducing broker (“IB”). Patel used this account to trade Pool Participants’ funds. The application asked whether Patel was “trading or planning on trading any funds beside [his] own,” and whether “anyone other than the joint owner [would] share in the profits or losses in this account?” To each question, Patel misrepresented “No.”

43. On or around December 25, 2020, Patel and his wife signed a “Proprietary Funds Letter.” In the Proprietary Funds Letter, Patel falsely “certif[ied] that the funds that [they]

deposited with Dorman Trading, LLC [were] proprietary funds of [theirs] and [did] not represent the interests of any other person, companies or pools.” In the Proprietary Funds Letter, Patel further stated that [they did] not hold [themselves] out as engaging in the business of investing capital from other participants in the commodity futures markets,” and Patel agreed that “[s]hould any of the foregoing representations change or become untrue, [he would] immediately notify Dorman Trading, LLC of such change.”

44. On or around March 5, 2021, NinjaTrader requested information from Patel regarding his annual income and the source of the funds he had been trading since opening the account in November 2020. NinjaTrader requested a “written statement confirming that the funds in the account are proprietary funds.” Patel responded, “All the funds in my account are personal funds. What do you mean by proprietary?” The NinjaTrader representative stated that “proprietary just means that the funds belong solely to you, and were not solicited from any third party.” Patel responded, “Correct. They are my own funds.”

45. On or around September 10, 2021, Patel and his wife signed and certified a second Proprietary Funds Letter to Dorman Trading, LLC, identical in substance to the December 25, 2020 Proprietary Funds Letter.

46. On or around October 20, 2021, in connection with an application to open a new futures trading account in which to trade Pool Participant funds, Patel and his wife signed and submitted to Ironbeam, Inc., an FCM, a “Proprietary Account Representation Letter.” In the Proprietary Account Representation Letter, Patel falsely represented and affirmed,

[U]nder the penalty of perjury, that the [account is] solely a proprietary account of [Patel] and no funds from customers, clients or any other third parties are deposited nor placed in said account. Neither [Patel], nor any person on [his] behalf has solicited, nor will solicit in the future, any person for the purpose of depositing funds in said account. Further, [Patel] represents that [he] is not required to be registered in any capacity with the [CFTC] . . . [Patel] agrees to

notify, in writing, Ironbeam, Inc., in the event of any change in the representations contained herein. Further, [Patel] acknowledges that Ironbeam, Inc. is relying on the representations contained herein in regard to the manner in which Ironbeam, Inc. carries and treats the above account.

47. Defendants have misrepresented the source of trading funds to FCMs and an IB to conceal Defendants' unauthorized and illegal operation of a commodity pool.

**D. Defendants Violated Registration and Other Commodity Pool-Related Requirements.**

**i. Blueprint and Patel Failed To Register with the CFTC.**

48. Patel, a self-described "Investor, Serial Entrepreneur, [and] Advisor," founded Blueprint in June 2018. Patel, Blueprint's Managing Director and CEO, describes Blueprint as a "special purpose investment vehicle that was formed by [Patel] for purposes of engaging in investment activities." Patel has also described Blueprint as a "consulting" business.

49. During the Relevant Period, Blueprint, by and through its officers, employees or agents, used the mails, electronic mails, wire transfers, websites, and other means or instrumentalities of interstate commerce, to solicit pool participants and to receive property from pool participants.

50. Blueprint acted as a CPO of the Blueprint Pool because it engaged in a business that is of the nature of a commodity pool and, in connection with that business, solicited and/or accepted pool funds for a pooled investment vehicle that is not an ECP and that engaged in futures and options transactions.

51. Blueprint was not statutorily exempt or excluded from registration as a CPO. Moreover, Blueprint never filed any electronic or written notice with the NFA that it was exempt or excluded from registration as a CPO, as required by Regulations 4.5(c) and 4.13(b)(1).

52. Blueprint was never registered with the Commission as a CPO.

53. Patel acted as an AP of a CPO because he solicited funds or property for participation in a pooled investment vehicle that is not an ECP and that engaged in futures and options.

54. During the Relevant Period, Patel was never registered with the Commission as an AP of a CPO.

55. Patel was aware of Defendants' obligation to register with the CFTC. In former litigation, Patel, under oath, said that he knew about the CFTC and its registration requirements for CPOs. Defendants have avoided registering Blueprint as a CPO with the CFTC to avoid detection of Defendants' illegally operated commodity pool and associated fraud.

**ii. Blueprint and Patel Failed To Operate the Blueprint Pool as a Separate Legal Entity, Failed To Receive Pool Funds in the Commodity Pool's Name, and Commingled Pool Participants' Funds with Patel's.**

56. Blueprint and Patel have not operated the Blueprint Pool as a separate legal entity. Defendants have failed to open bank or trading accounts in the name of the Blueprint Pool, and Defendants received pool funds that were not in the name of the Blueprint Pool when they received pool funds in Patel's name and deposited them into bank accounts Patel personally held instead of separate trading and bank accounts.

**iii. Defendant Failed To Provide Pool Disclosures and Other Relevant Documents.**

57. Blueprint, while acting as the CPO of the Blueprint Pool, has failed to provide pool disclosure documents and other documents required by Regulations 4.21 and 4.22, 17 C.F.R. §§ 4.21, 4.22 (2021), including but not limited to required cautionary statements, risk disclosures, fees and expenses incurred by the Blueprint Pool, past performance disclosures, a statement that the CPO is required to provide to all pool participants with monthly or quarterly

account statements, and an annual report containing financial statements certified by an independent public accountant.

**V. VIOLATIONS OF THE COMMODITY EXCHANGE ACT**

**COUNT I**

**Violations of Section 4b(a)(1)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(1)(A)-(C):  
Fraud in Connection with Commodity Futures Transactions by  
Misappropriating Pool Participant Funds, Making Material Misrepresentations,  
and Issuing False Account Statements**

58. Paragraphs 1 through 57 are re-alleged and incorporated herein by reference.

59. 7 U.S.C. § 6b(a)(1)(A)-(C) makes it unlawful:

(1) [F]or any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity in interstate commerce or for future delivery that is made, or to be made, on or subject to the rules of a designated contract market, for or on behalf of any other person . . .

(A) to cheat or defraud or attempt to cheat or defraud the other person;

(B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record; [or]

(C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for . . . the other person[.]

60. Defendants engaged in a fraud by: (1) misappropriating Pool Participants' funds, including when Defendants used Pool Participants' funds to pay for Patel's lavish lifestyle, made Ponzi payments to some Pool Participants, and directed or deposited Pool Participants' funds into Patel's personal bank and trading accounts instead of investing the funds in the Blueprint Pool; (2) making material misrepresentations regarding Defendants' use of Pool Participant

funds, ability to generate trading returns and pay interest as promised, and the legality of Blueprint's operations; (3) issuing false account statements to Pool Participants; and (4) making material misrepresentations to FCMs and an IB to conceal their fraud.

61. By reason of the conduct above, Defendants, in or in connection with any order to make, or the making of, commodity futures transactions made on or subject to the rules of a designated contract market knowingly or recklessly: (1) cheated or defrauded or attempted to cheat or defraud Pool Participants; and/or (2) deceived or attempted to deceive Pool Participants by any means whatsoever.

62. By reason of the foregoing, Defendants violated 7 U.S.C. § 6b(a)(1)(A) and (C).

63. By reason of the conduct described above, Defendants knowingly or recklessly made or caused to be made to Pool Participants false reports or statements.

64. By reason of the foregoing, Defendants violated 7 U.S.C. § 6b(a)(1)(B).

65. Defendants committed the acts and practices described herein willfully, knowingly, or with reckless disregard for the truth.

66. Patel is a controlling person of Blueprint and has failed to act in good faith, or has knowingly induced, directly or indirectly, the acts of Blueprint constituting the violations set forth in Count I. Accordingly, Patel is liable for each and every violation of the Act committed by Blueprint, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13(b).

67. Blueprint is liable as a principal for the acts, omissions, or failures of Patel, and any other agents, employees, or persons otherwise acting for it as set forth in Count I, pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B), and Regulation 1.2, 17 C.F.R. § 1.2 (2021).



68. Each act of misrepresentation, omission of material fact, false statement, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 7 U.S.C. § 6b(a)(1)(A)-(C).

## COUNT II

### **Violations of Section 4c(b) of the Act, 7 U.S.C. § 6c(b), and Regulation 32.4, 17 C.F.R. § 32.4 (2021): Fraud in Connection with Commodity Options Transactions by Misappropriating Pool Participant Funds, Making Material Misrepresentations, and Issuing False Account Statements**

69. Paragraphs 1 through 57 are re-alleged and incorporated herein by reference.

70. 7 U.S.C. § 6c(b) provides, in relevant part:

No person shall offer to enter into, enter into or confirm the execution of, any transaction involving any commodity regulated under this chapter 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.

71. 17 C.F.R. § 32.4 provides:

In or in connection with an offer to enter into, the entry into, or the confirmation of the execution of, any commodity option transaction, it shall be unlawful for any person directly or indirectly:

- (a) To cheat or defraud or attempt to cheat or defraud any other person;
- (b) To make or cause to be made to any other person any false report or statement thereof or cause to be entered for any person any false record thereof; or
- (c) To deceive or attempt to deceive any other person by any means whatsoever.

72. Defendants engaged in a fraud by: (1) misappropriating Pool Participants’ funds, including when Defendants used Pool Participants’ funds to pay for Patel’s lavish lifestyle, made

Ponzi payments to some Pool Participants, and directed or deposited Pool Participants' funds into Patel's personal bank and trading accounts instead of investing the funds in the Blueprint Pool; (2) making material misrepresentations regarding Defendants' use of Pool Participant funds, ability to generate trading returns and pay interest as promised, and the legality of Blueprint's operations; (3) issuing false account statements to Pool Participants; and (4) making material misrepresentations to FCMs and an IB to conceal their fraud.

73. By reason of the conduct described above, Defendants, in connection with offers to enter into, entry into, or confirmation of the execution of commodity option transactions, directly or indirectly, and knowingly or recklessly: (1) cheated or defrauded or attempted to cheat or defraud Pool Participants; and (2) deceived or attempted to deceive Pool Participants by any means.

74. By reason of the foregoing, Defendants violated 7 U.S.C. § 6c(b) and 17 C.F.R. § 32.4(a) and (c).

75. By reason of the conduct described above, Defendants knowingly or recklessly made or caused to be made to Pool Participants false reports or statements.

76. By reason of the foregoing, Defendants violated 7 U.S.C. § 6c(b) and 17 C.F.R. § 32.4(b).

77. Patel is a controlling person of Blueprint and has failed to act in good faith, or has knowingly induced, directly or indirectly, the acts of Blueprint constituting the violations set forth in Count II. Accordingly, Patel is liable for each and every violation of the Act committed by Blueprint, pursuant to 7 U.S.C. § 13(b).

78. Blueprint is liable as a principal for the acts, omissions, or failures of Patel, and any other agents, employees, or persons otherwise acting for it as set forth in Count II, pursuant to 7 U.S.C. § 2(a)(1)(B) and 17 C.F.R. § 1.2.

79. Each act of misrepresentation, omission of material fact, false statement, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 7 U.S.C. § 6c(b) and 17 C.F.R. § 32.4(a)-(c).

### **COUNT III**

#### **Violations of Section 4o(1)(A)-(B) of the Act, 7 U.S.C. § 6o(1)(A)-(B): Fraud and Deceit by Commodity Pool Operators and Associated Persons of Commodity Pool Operators**

80. Paragraphs 1 through 57 are re-alleged and incorporated herein by reference.

81. Section 1a(10) of the Act, 7 U.S.C. § 1a(10), in part, defines a commodity pool as “any investment trust, syndicate, or similar form of enterprise operated for the purpose of trading in commodity interests, . . . .”

82. Section 1a(11)(A)(i) of the Act, 7 U.S.C. § 1a(11)(A)(i), defines a CPO, in relevant part, as any person:

[E]ngaged in a business that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and who, in connection therewith, solicits, accepts, or receives 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 in commodity interests, including any—

(I) commodity for future delivery, security futures product, or swap[.]

83. During the Relevant Period, Blueprint engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received 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 in commodity interests; therefore, Blueprint acted as a CPO, as defined by 7 U.S.C. § 1a(11).

84. Under Section 4k(2) of the Act, 7 U.S.C. § 6k(2), in relevant part, a person is an associated person (“AP”) of a CPO if that person is associated with a CPO as

[A] partner, officer, employee, consultant, or agent (or any person occupying a similar status or performing similar functions), in any capacity that involves

- (i) the solicitation of funds, securities, or property for a participation in a commodity pool or
- (ii) the supervision of any person or persons so engaged[.]

85. During the Relevant Period, Patel was a partner, officer, employee, consultant, or agent of Blueprint (or occupied a similar status or performed similar functions), in a capacity that involved the solicitation of funds, securities, or property for participation in the Blueprint Pool.

86. 7 U.S.C. § 6o(1) prohibits CPOs and APs of CPOs, whether registered with the CFTC or not, by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly, from employing devices, schemes, or artifices to defraud any client or participant or prospective client or participant, or engaging in transactions, practices, or courses of business which operate as a fraud or deceit upon any client or participant or prospective client or participant.

87. Defendants engaged in a fraud by: (1) misappropriating Pool Participants’ funds, including when Defendants used Pool Participants’ funds to pay for Patel’s lavish lifestyle, made Ponzi payments to some Pool Participants, and directed or deposited Pool Participants’ funds into Patel’s personal bank and trading accounts instead of investing the funds in the Blueprint Pool; (2) making material misrepresentations regarding Defendants’ use of Pool Participant funds, ability to generate trading returns and pay interest as promised, and the legality of

Blueprint's operations; (3) issuing false account statements to Pool Participants; and (4) making material misrepresentations to FCMs and an IB to conceal their fraud.

88. By reason of the conduct described above, Blueprint, through use of the mails or any means of instrumentality of interstate commerce: (1) knowingly or recklessly employed devices, schemes or artifices to defraud Pool Participants and prospective Pool Participants, or (2) engaged in transactions, practices, or courses of business which operated as a fraud or deceit upon pool participants or prospective pool participants, by misappropriating Pool Participant funds and making material misrepresentations to Pool Participants.

89. By reason of the foregoing, Blueprint violated 7 U.S.C. § 6o(1)(A) and (B).

90. Patel is a controlling person of Blueprint and has failed to act in good faith, or has knowingly induced, directly or indirectly, the acts of Blueprint constituting the violations set forth in Count IV. Accordingly, Patel is liable for each and every violation of the Act committed by Blueprint, pursuant to 7 U.S.C. § 13(b).

91. Blueprint is liable as a principal for the acts, omissions, or failures of Patel, and any other agents, employees, or persons otherwise acting for it as set forth in Count III, pursuant to 7 U.S.C. § 2(a)(1)(B) and 17 C.F.R. § 1.2.

92. Each misappropriation, misrepresentation, and omission of material fact, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 7 U.S.C. § 6o(1).

#### **COUNT IV**

##### **Violations of Section 4m(1) of the Act, 7 U.S.C. § 6m(1): Failure to Register as a Commodity Pool Operator**

93. Paragraphs 1 through 57 are re-alleged and incorporated herein by reference.

94. Subject to certain exceptions not relevant here, 7 U.S.C. § 6m(1) states that it shall be “unlawful for any . . . [CPO], unless registered under this chapter, to make use of the mails or any means or instrumentality of interstate commerce in connection with his business as such . . . [CPO] . . . .”

95. By reason of the foregoing, Blueprint engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received 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 in commodity interests; therefore, Blueprint acted as a CPO, as defined by 7 U.S.C. § 1a(11).

96. Blueprint, while using the mails or means of interstate commerce in connection with its business as a CPO, was not registered with the CFTC as a CPO.

97. By reason of the foregoing, Blueprint acted as an unregistered CPO in violation of 7 U.S.C. § 6m(1).

98. Patel is a controlling person of Blueprint and has failed to act in good faith, or has knowingly induced, directly or indirectly, the acts of Blueprint constituting the violations set forth in Count IV. Accordingly, Patel is liable for each and every violation of the Act committed by Blueprint, pursuant to 7 U.S.C. § 13(b).

99. Each instance that Blueprint acted as a CPO but failed to register with the CFTC as such is alleged as a separate and distinct violation of 7 U.S.C. § 6m(1).

#### **COUNT V**

#### **Violations of Section 4k(2) of the Act, 7 U.S.C. § 6k(2): Failure to Register as an Associated Person of a Commodity Pool Operator**

100. Paragraphs 1 through 57 are re-alleged and incorporated herein by reference.

101. Subject to certain exceptions not relevant here, 7 U.S.C. § 6k(2) makes it “unlawful for any person to be associated with a [CPO] as a partner, officer, employee, consultant, or agent . . . in any capacity that involves . . . the solicitation of funds, securities, or property for a participant in a commodity pool[.]”

102. 7 U.S.C. § 6k(2) makes it “unlawful for any commodity pool operator to permit [an unregistered AP] to become or remain associated with the [CPO] in such capacity if the [CPO] knew or should have known that such person was not so registered[.]”

103. During the Relevant Period, Patel was associated with Blueprint as a member, partner, officer, employee, consultant, agent, or in a similar capacity, and Patel solicited funds for participation in the Blueprint Pool.

104. Patel has never been registered with the CFTC in any capacity.

105. By reason of the foregoing, Patel acted as an unregistered AP of Blueprint, a CPO, in violation of 7 U.S.C. § 6k(2).

106. During the Relevant Period, Blueprint knew that Patel acted as an unregistered AP of Blueprint, in violation of 7 U.S.C. § 6k(2).

107. Patel is a controlling person of Blueprint and has failed to act in good faith, or has knowingly induced, directly or indirectly, the acts of Blueprint constituting the violations set forth in Count VI. Accordingly, Patel is liable for each and every violation of the Act committed by Blueprint, pursuant to 7 U.S.C. § 13(b).

108. Blueprint is liable as a principal for the acts, omissions, or failures of Patel, and any other agents, employees, or persons otherwise acting for it as set forth in Count V, pursuant to 7 U.S.C. § 2(a)(1)(B) and 17 C.F.R. § 1.2 (2021).

109. Each instance that Patel acted as an unregistered AP of Blueprint but failed to register with the CFTC as such is alleged as a separate and distinct violation of 7 U.S.C. § 6k(2).

**COUNT VI**

**Violations of Regulation 4.20(a)(1), (b), and (c),  
17 C.F.R. § 4.20(a)(1), (b), (c) (2021):  
Failure to Operate Pool as a Separate Entity, Failure to  
Receive Pool Participants' Funds in Pool's Name, and  
Commingling of Pool Participants' Funds**

110. Paragraphs 1 through 57 are re-alleged and incorporated herein by reference.

111. 17 C.F.R. § 4.20(a)(1) requires a CPO, whether registered or not, to operate its pool as a legal entity separate from that of the CPO.

112. 17 C.F.R. § 4.20(b) prohibits CPOs, whether registered or not, from receiving pool participants' funds in any name other than that of the pool.

113. 17 C.F.R. § 4.20(c) prohibits CPOs from commingling the property of any pool that it operates or that it intends to operate with the property of any other person.

114. During the Relevant Period, Blueprint, while acting as a CPO for the Blueprint Pool, failed to operate the Blueprint Pool as a legal entity separate from itself and from Patel as an individual. Blueprint and Patel received pool participants' funds in their own names rather than the name of a legally cognizable commodity pool. Blueprint and Patel commingled Pool Participants' funds with Patel's funds in Patel's personal trading and bank accounts.

115. By reason of the foregoing, Blueprint violated of 17 C.F.R. § 4.20(a)(1), (b), and(c).

116. Patel is a controlling person of Blueprint and has failed to act in good faith, or has knowingly induced, directly or indirectly, the acts of Blueprint constituting the violations set forth



in Count VII. Accordingly, Patel is liable for each and every violation of the Act committed by Blueprint 7 U.S.C. § 13(b).

117. Blueprint is liable as a principal for the acts, omissions, or failures of Patel, and any other agents, employees, or persons otherwise acting for it as set forth in Count VI, pursuant to 7 U.S.C. § 2(a)(1)(B) and 17 C.F.R. § 1.2.

118. Each act of failing to operate the Blueprint Pool as a separate legal entity and improperly receiving pool participants' funds, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 17 C.F.R. § 4.20(a)(1), (b), and (c).

## COUNT VII

### **Violation of Regulations 4.21 and 4.22, 17 C.F.R. §§ 4.21, 4.22 (2021): Failure to Provide Pool Disclosures and Other Required Documents**

119. Paragraphs 1 through 57 are re-alleged and incorporated herein by reference.

120. 17 C.F.R. § 4.21, in relevant part, provides that:

[E]ach [CPO] registered or required to be registered under the Act must deliver or cause to be delivered to a prospective participant in a pool that it operates or intends to operate a Disclosure Document for the pool prepared in accordance with §§ 4.24 and 4.25 by no later than the time it delivers to the prospective participant a subscription agreement for the pool . . . .

121. Upon information and belief, during the Relevant Period, Blueprint did not provide to prospective Pool Participants a Disclosure Document with the necessary disclosures in accordance with 17 C.F.R. §§ 4.24 and 4.25.

122. 17 C.F.R. § 4.22 requires, in relevant part, that CPOs (registered or required to be registered) provide periodic account statements to investors—presented and computed in accordance with generally accepted accounting principles—itemizing, among other things, the total amount of realized net gain or loss on commodity interest positions liquidated during the

reporting period, the total amount of unrealized net gain or loss on commodity interest positions during the reporting period, and the total amount of net gain or loss from all other transactions in which the pool engaged during the reporting period.

123. During the Relevant Period, Blueprint did not provide periodic account statements to Pool Participants that itemized the total amount of realized net gain or loss on commodity interest positions liquidated during the reporting period, the total amount of unrealized net gain or loss on commodity interest positions during the reporting period, and the total amount of net gain or loss from all other transactions in which the Blueprint Pool engaged during the reporting period.

124. By reason of the foregoing, Blueprint violated 17 C.F.R. §§ 4.21 and 4.22.

125. Patel is a controlling person of Blueprint and has failed to act in good faith, or has knowingly induced, directly or indirectly, the acts of Blueprint constituting the violations set forth in Count VIII. Accordingly, Patel is liable for each and every violation of the Act committed by Blueprint, pursuant to 7 U.S.C. § 13(b).

126. Blueprint is liable as a principal for the acts, omissions, or failures of Patel, and any other agents, employees, or persons otherwise acting for it as set forth in Count VII, pursuant to 7 U.S.C. § 2(a)(1)(B) and 17 C.F.R. § 1.2.

127. Each failure to furnish the required disclosure documents and account statements and reports to prospective pool participants and pool participants, including, but not limited to, those specifically alleged herein, is a separate and distinct violation of 17 C.F.R. §§ 4.21 and 4.22.

## **VI. 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 its own equitable powers:

A. Find that Defendants violated Sections 4b(a)(1)(A)-(C), 4c(b), 4k(2), 4m(1), 4o(1)(A)-(B) of the Act, 7 U.S.C. §§ 6b(a)(1)(A)-(C), 6c(b), 6k(2), 6m(1), 6o(1)(A)-(B), and CFTC Regulations 4.20(a)(1), (b), and (c), 4.21, 4.22, and 32.4, 17 C.F.R. §§ 4.20(a)(1), (b), and (c), 4.21, 4.22, 32.4 (2021);

B. Enter an order of permanent injunction enjoining Defendants and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, who receive actual notice of such order by personal service or otherwise, from engaging in the conduct described above, in violation of 7 U.S.C. §§ 6b(a)(1)(A)-(C), 6c(b), 6k(2), 6m(1), 6o(1)(A)-(B), and 17 C.F.R. §§ 4.20(a)(1), (b), and (c), 4.21, 4.22, 32.4;

C. Enter an order of permanent injunction restraining and enjoining Defendants and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, from directly or indirectly:

- 1) Trading on or subject to the rules of any registered entity (as that term is defined by Section 1a(40) of the Act, 7 U.S.C. § 1a(40));
- 2) Entering into any transactions involving “commodity interests” (as that term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2021)), for accounts held in the name of any Defendant or for accounts in which any Defendant has a direct or indirect interest;
- 3) Having any commodity interests traded on any Defendant’s 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 interests;

- 5) Soliciting, receiving, or accepting any funds from any person for the purpose of purchasing or selling of any commodity interests;
- 6) Applying for registration or claiming exemption from registration with the CFTC in any capacity, and engaging in any activity requiring such registration or exemption from registration with the CFTC except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2021); and
- 7) Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2021)), agent, or any other officer or employee of any person registered, exempted from registration, or required to be registered with the CFTC except as provided for in 17 C.F.R. § 4.14(a)(9).

D. Enter an order directing Defendants, as well as any third-party transferee and/or successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues, and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act and Regulations as described herein, including pre-judgment and post-judgment interest;

E. Enter an order requiring Defendants, as well as any successors thereof, to make full restitution to every person who has sustained losses proximately caused by the violations described herein, including pre-judgment and post-judgment interest;

F. Enter an order directing Defendants, as well as any successors thereof, to rescind, pursuant to such procedures as the Court may order, all contracts and agreements, whether implied or express, entered into between, with or among Defendants and any pool participants whose funds were received by Defendants as a result of the acts and practices that constituted violations of the Act and Regulations, as described herein;

G. Enter an order directing Defendants to pay a civil monetary penalty assessed by the Court, in an amount not to exceed the penalty prescribed by 7 U.S.C. § 13a-1(d)(1), as adjusted for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Pub. L. 114-74, tit. VII, § 701, 129 Stat. 584, 599-600; *see* Regulation 143.8, 17 C.F.R. § 143.8 (2021), for each violation of the Act and Regulations, as described herein;

H. Enter an order directing that Defendants, and any successors thereof, make an accounting to the Court of all of their assets and liabilities, together with all funds they received from and paid to investors and other persons in connection with commodity interests and all disbursements for any purpose whatsoever of funds received from commodity interests, including salaries, commissions, interest, fees, loans, and other disbursement of money or property of any kind from at least January 1, 2017 to the date of such accounting;

I. Enter an order requiring Defendants to pay costs and fees as permitted by 28 U.S.C. §§ 1920, 2413(a)(2); and

J. Enter an order providing such other and further relief as this Court may deem necessary and appropriate under the circumstances.

Date: January 18, 2022

Respectfully submitted,

COMMODITY FUTURES TRADING COMMISSION

By: /s/ Monique M. McElwee  
Jeff Le Riche (S.D. Fla. #A5501829)  
Monique M. McElwee (S.D. Fla. #A5502823)  
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ATTORNEYS FOR PLAINTIFF

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

DEFENDANTS

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

(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
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1 Incorporated or Principal Place of Business In This State
2 2 Incorporated and Principal Place of Business In Another State
3 3 Foreign Nation
4 4
5 5
6 6

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

Click here for: Nature of Suit Code Descriptions

Grid of categories for nature of suit: CONTRACT, REAL PROPERTY, PERSONAL INJURY, CIVIL RIGHTS, TORTS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, LABOR, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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 Transfer
7 Appeal to District Judge from Magistrate Judgment
8 Multidistrict Litigation - Direct File
9 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 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: January 18, 2022 SIGNATURE OF ATTORNEY OF RECORD: [Signature]

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

**I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

**II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked. Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

**III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

**IV. Nature of Suit.** Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

**V. Origin.** Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

**VI. Related/Refiled Cases.** This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

**VII. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

**VIII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

**Date and Attorney Signature.** Date and sign the civil cover sheet.



Form JS 44, Civil Cover Sheet—Attachment

Section I.(c), continued:

ATTORNEYS FOR PLAINTIFF

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