

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

<b>Commodity Futures Trading Commission,</b>	)	
<b>Plaintiff,</b>	)	
<b>v.</b>	)	
	)	
<b>William Thomas Caniff,</b>	)	
<b>Arie Bos,</b>	)	<b>Case No: 1:19-cv-02935</b>
<b>Berkley Capital Management, LLC,</b>	)	<b>Judge Robert M. Dow, Jr.</b>
<b>BBOT 1, LP, and</b>	)	<b>Mag. Judge Jeffrey Cummings</b>
<b>Berkley II, LP,</b>	)	
<b>Defendants.</b>	)	
	)	

**ORDER FOR FINAL JUDGMENT BY DEFAULT, PERMANENT INJUNCTION,  
CIVIL MONETARY PENALTIES, AND OTHER STATUTORY AND EQUITABLE  
RELIEF AGAINST DEFENDANTS WILLIAM THOMAS CANIFF, BERKLEY  
CAPITAL MANAGEMENT, LLC, BBOT 1, LP, and BERKLEY II, LP**

On May 1, 2019, the Commodity Futures Trading Commission (“Commission” or “Plaintiff”) filed a Complaint charging Defendants William Thomas Caniff (“Caniff”), Berkley Capital Management, LLC (“BCM”), BBOT 1, LP (“BBOT”), and Berkley II, LP (“Berkley II”) (or “Default Defendants”) with violating Section 4c(b) of the Act of the Commodity Exchange Act (“Act”), 7 U.S.C. § 6c(b), and Commission Regulation (“Regulation”) 32.4, 17 C.F.R. § 32.4 (2021) for conduct from January 2016 until May 1, 2019 (“Relevant Period”). The Complaint also charged Defendant Arie Bos (“Bos”), with whom the Plaintiff has negotiated a settlement order which is pending approval by the Commission before presentation to this Court.

On May 2, 2019, Default Defendants were properly served with the summons and Complaint. Default Defendant Caniff was served pursuant to Rule 4(e)(2)(A) of the Federal

Rules of Civil Procedure (“Fed. R. Civ. P.”) by delivering a copy to him personally. Default Defendants BCM was served pursuant to Rule 4(h)(1)(B) by delivering a copy to Caniff, Managing Partner of BCM, and Defendants BBOT and Berkley II were served pursuant to Rule 4(h)(1)(B) by delivering a copy to Caniff, Managing Partner of BCM, which is BBOT and Berkley II’s General Partner.

On May 1, 2019, the Court entered a Statutory Restraining Order against Default Defendants that, among other things, authorized the freezing of assets held in the name of or under the control or management of the Default Defendants. On May 28, 2019, Defendant Caniff entered into a Consent Order for Preliminary Injunction and an Order of Preliminary Injunction against each of the remaining defendants was also ordered by the Court that day.

Default Defendants BCM, BBOT and Berkley II have failed to appear and each of them along with Defendant Caniff have failed to answer the Complaint within the time permitted by Fed. R. Civ. P. 12(a)(1). Accordingly, on March 16, 2020, the Commission filed a request for entry of a clerk’s default against Defendants and on May 18, 2020, the Clerk of this Court entered a default against Default Defendants.

The Commission has moved this Court to grant final judgment by default against Default Defendants, order permanent injunctive relief, and impose a restitution obligation, and civil monetary penalty.

The Court has carefully considered the Complaint, the allegations of which are well-pleaded and hereby taken as true, the Commission’s memorandum in support of its motion, the record in this case, and the Court being otherwise advised in the premises, it is hereby:

**ORDERED** that the Plaintiff’s Motion for Final Judgment by Default, Permanent Injunction, Civil Monetary Penalties, and Other Statutory and Equitable Relief against

Defendants Caniff, BCM, BBOT and Berkley II is **GRANTED**. Accordingly, the Court enters findings of fact, conclusions of law, and an Order of Final Judgment by Default for Permanent Injunction, Civil Monetary Penalties, and Other Statutory and Equitable Relief (“Order”) pursuant to Sections 6c and 6d of the Act, 7 U.S.C. § 13a-1, as set forth herein.

## I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

### A. Findings of Fact

#### The Parties

1. Plaintiff Commodity Futures Trading Commission is an independent federal regulatory agency that is charged by Congress with administering and enforcing the Act, 7 U.S.C. §§ 1–26, and the Regulations promulgated thereunder, 17 C.F.R. pts. 1–190 (2021).

2. Default Defendant **William Thomas Caniff** is a natural person who sometimes uses the alias “Thomas Caniff” and resides in Steubenville, Ohio. Caniff is a co-founder and General Partner and owned 50% of BCM Capital Management, LLC. Caniff was also a general partner of BBOT, LP and was authorized to act on behalf of BCM, the general partner of Berkley II. Caniff transacted business as the trader for BBOT at NADEX, which is located in Chicago, Illinois. Caniff has a criminal history as a felon, having been convicted of several financial crimes in the 1990s. Caniff has never been registered with the Commission in any capacity.

3. Default Defendant **BCM Capital Management, LLC**, formed in January 2016, is a Wyoming limited company with offices in Wintersville, Ohio and Rotterdam in the Netherlands. BCM is the general partner of BBOT and Berkley II. BCM acted as the “portfolio manager” for the BBOT fund. BCM has never been registered with the Commission in any capacity. Caniff is the co-founder and General Partner of BCM.

4. Default Defendant **BBOT1 LP** is a Delaware limited partnership, formed in January 2016, which has its principal place of business in Wintersville, Ohio and transacts business in the State of Illinois at NADEX. Caniff is a limited partner of BBOT and BCM is the General Partner of BBOT. BBOT has never been registered with the Commission in any capacity.

5. Default Defendant **Berkley II LP** is a Delaware limited partnership, formed in July 2017, which has its principal place of business in Wintersville, Ohio. BCM is the general partner of Berkley II. Berkley II has never been registered with the Commission in any capacity.

#### **Other Relevant Individual and Entity**

6. **Individual A** resides in, and is a citizen of, the Netherlands. Individual A is a co-founder and Managing Partner of BCM and is a limited partner of BBOT and Berkley II. Individual A was responsible for all “marketing” on behalf of BCM, and for “administration and reporting” to the funds’ limited partners and for “membership management” of BBOT and Berkley II and for the limited partnership’s offerings. Individual A has never been registered with the Commission in any capacity.

7. The **North American Derivatives Exchange** is a Commission designated contract market under Section 5 of the Act, 7 U.S.C. § 5. As such a designated contract market, NADEX also meets the definition of a “registered entity” under Section 1(a) 40 of the Act, 7 U.S.C. § 1(a) 40. NADEX provides a platform for retail customers to trade binary options that are commodity option transactions. NADEX is located in Chicago, Illinois.

#### **Overview of Binary Options**

8. Binary options involve a variety of underlying assets, including currency pairs (e.g., EUR/USD); commodities such as oil, wheat, coffee, and gold; equity indices (e.g., the Dow

Jones Industrial Index); and stocks (e.g., Coke, Google, etc.). However, unlike other types of options, a binary option does not give the holder the right to purchase or sell the underlying asset. Instead, binary options are “cash settled.” When the binary option expires, if the customer has correctly predicted the asset’s movement, the customer is “in the money” and entitled to a payout of a pre-determined amount of money. Binary options offered at NADEX also give the holder the option to sell prior to expiration, which would allow the holder to reap a sum less than the premium if the position is in the money and suffer losses less than the premium if the option is out of the money. If the customer has made an incorrect prediction, he or she is “out of the money,” loses the premium paid, and gets nothing.

9. There are only three designated contract markets currently authorized to offer binary options that are commodity options transactions to retail customers in the United States: Cantor Exchange LP, Chicago Mercantile Exchange, Inc., and NADEX.

#### **Caniff and Individual A Formed BCM to Trade Binary Options**

10. In January 2016, Caniff and Individual A formed a partnership and created a new “investment and trading technology firm” called BCM. This new Wyoming limited liability corporation has offices near each of their residences, in Steubenville, Ohio and Rotterdam in the Netherlands, respectively, and purportedly “specialized in trading foreign-exchange binary options derivatives.”

11. BCM became the general partner of a new investment pool fund called BBOT that was set up as a limited partnership for pool participants.

12. Caniff was the designated trader for the fund, and Individual A was responsible for soliciting new participants and reporting to existing participants.

13. Individual A solicited participants by initially approaching members of his family and friends in the Netherlands. Individual A distributed an information packet to prospective

participants that described Caniff as having trading experience dating back to 2004 with a “proven track record.”

14. Individual A instructed prospective participants to wire their funds to the pools’ various bank accounts in the United States. A total of 58 participants wired approximately \$3.3 million to fund investments in BCM’s pools.

15. In February 2016, Caniff set up bank accounts for both BCM and the pool, BBOT. In December 2016, he closed those accounts and opened new accounts for BCM and BBOT at a different bank. In April 2017, Caniff moved the BCM and BBOT bank accounts to a third banking institution and, in July 2017, opened an additional account for the new Berkley II pool at the third bank.

16. During the Relevant Time, Caniff made all financial decisions for BCM, BBOT and Berkley II. He directed withdrawals of client funds from the BBOT and Berkley II bank accounts and deposits and withdrawals of fund from the BCM bank account and the BBOT trading account.

**Caniff Concealed his Criminal Background from NADEX and Opened a Trading Account**

17. In June 2016, Caniff opened a binary options trading account for BBOT at NADEX, but, in doing so, hid his extensive criminal past from NADEX by falsifying his application for that account. In connection with his February 25, 2016 application to NADEX, Caniff willfully made a false statement to NADEX by intentionally responding in the negative to each of the following two questions:

- (a) Have you been convicted of, pled guilty to, or entered a plea of no contest or plea agreement to, any felony in any domestic, foreign, or military court?
- (b) Have you been convicted of, pled guilty to, or entered a plea of no contest or plea agreement to, a misdemeanor in any domestic, foreign, or military

court or military court which involves: Embezzlement, theft, extortion, fraud, fraudulent conversion, forgery, counterfeiting, false pretenses, bribery, gambling, racketeering, or misappropriation of funds, securities, or property?

18. The responses Caniff gave to NADEX were false because Caniff had been convicted of several felony offenses including ones involving fraudulent conversion, forgery, and grand theft with a firearm. According to NADEX, it would have rejected Caniff's application to open the BBOT trading account if it had known about these criminal convictions.

**Caniff Minimally Funded the NADEX Account and Misappropriated Most of the Participants' Money**

19. From February 2016 through the present, 58 BCM participants, two of whom were U.S. customers, paid more than \$3.3 million to fund investments to trade binary options through pools in the names of BBOT or Berkley II.

20. Over the life of the account, Caniff only sent two payments to NADEX, \$35,000 in June 2016 and \$50,000 in June 2017, for a total of \$85,000. Thus, a mere fraction of BBOT or Berkley II participant funds were ever sent to NADEX for trading. Caniff never opened a NADEX trading account for Berkley II participants.

21. Caniff misappropriated the remainder of participant funds, by sending funds to repay other participants and to pay Individual A and himself between \$1.1 and \$1.2 million each in purported fees. \$2,598,632 is presently owing to participants.

**Caniff Made Misrepresentations and Omissions to Individual A Who Used Them to Solicit Prospective Participants and Report to Existing Participants**

22. Caniff routinely sent Individual A emails with false reports of daily trading activity and profits, including purported screen shots from the BBOT NADEX account that consistently showed profitable trading and implausible rates of return. For example, Caniff sent Individual A emails reporting the following:

(a) On July 29, 2016, Caniff reported profits of \$38,571 and an account ending balance of \$696,022 for the period July 26-29, 2016. In reality, the profits for that period were only \$956 and the ending account balance was \$34,839.50;

(b) On October 29, 2016, Caniff reported profits of \$429,199 and an ending account balance of \$3,321,265 for the period October 24-28, 2016. In reality, during that period the account actually sustained losses of \$434.45 and the ending account balance was \$32,338.20;

(c) On April 29, 2017, Caniff reported profits of \$1,187,545 and an ending account balance of \$11,858,836 for the period April 24-28, 2017. In reality, during that period the account actually profited by the sum of \$65 and the ending account balance was \$25,230.15;

(d) On December 1, 2017, Caniff sent Individual A a screen shot of BBOT's NADEX online trading platform that reported an account value of \$314,232. In reality, the actual account balance on that date was \$13,165.90.

23. Caniff sent Individual A a purported IRS Form 1099-B issued by NADEX showing aggregate profits for 2016 for the BBOT NADEX account of \$5,043,386.60. In fact, the 1099-B issued by NADEX for 2016 for the BBOT pool shows that the account actually lost \$2,135.60.

24. Caniff gave these false reports of profitability to Individual A knowing that the latter would use the false reports to solicit new participants for the pools and to report profits to existing participants.

25. In fact, Individual A used the false profitability reports he received from Caniff to make reports to prospective participants and existing participants that included the information in these false reports.



26. Caniff omitted telling Individual A and any participants or prospective participants that he had simply withdrawn the majority of participant deposits into BCM's pools and used those funds to pay himself and Individual A "fees" amounting to more than \$2.3 million. Caniff also omitted telling Individual A and any participants or prospective participants that he had used participant deposits into BCM's pools to pay participant withdrawals in the manner of a Ponzi scheme.

**B. Conclusions of Law**

**Jurisdiction and Venue**

27. This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 , 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.

28. Venue properly lies with this Court pursuant to 7 U.S.C. § 13a-1(e), because the Default Defendants transacted business in this jurisdiction and the acts and practices in violation of the Act and Regulations occurred, within this District, among other places.

**Default Defendants Violated the Act and Regulations**

**Default Defendants Violated Section 4c(b) of the Act and Regulation 32.4:  
Commodity Option Fraud**

29. By the conduct described in paragraphs 1 through 28 above, the Default Defendants, in or in connection with an offer to enter into, the entry into, or the confirmation of the execution of, any commodity option transaction, directly or indirectly: (a) cheated or

defrauded, and attempted to cheat and defraud, participants and prospective participants; (b) made or caused to be made to participants and prospective participants false reports or statements; and (c) deceived or attempted to deceive participants and prospective participants, in violation of 7 U.S.C. § 6c(b), and 17 C.F.R. § 32.4 (2021).

30. During the Relevant Period, Default Defendant Caniff violated 7 U.S.C. § 6c(b) and 17 C.F.R. § 32.4 by: (a) misappropriating \$2,598,632 of participant funds; (b) by sending Individual A emails that included representations about false daily trading activity and nonexistent trading profits that he knew Individual A would use to solicit participants and to make false reports to existing participants; and (c) by omitting to tell Individual A that he had simply withdrawn the majority of the \$3,345,124 of participant deposits into BCM's pools and used those funds to pay himself and Individual A "fees" amounting to more than \$2.3 million and that he had used participant deposits into BCM's pools to pay participant withdrawals in the manner of a Ponzi scheme.

31. Default Defendant Caniff committed the acts and practices described herein willfully, or with reckless disregard for the truth.

32. The foregoing acts, omissions and failures of Caniff occurred within the scope of his employment, office or agency with BCM; therefore, 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), BCM is liable for Caniff's acts, omissions, and failures in violation of 7 U.S.C. § 6c(b) and 17 C.F.R. § 32.4.

33. The foregoing acts, omissions and failures of Caniff occurred within the scope of his employment, office or agency with BBOT; therefore, 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), BBOT is liable for Caniff's acts, omissions, and failures in violation of 7 U.S.C. § 6c(b) and 17 C.F.R. § 32.4.

34. The foregoing acts, omissions and failures of Caniff occurred within the scope of his employment, office or agency with Berkley II; therefore, 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), Berkley II is liable for Caniff's acts, omissions, and failures in violation of 7 U.S.C. § 6c(b) and 17 C.F.R. § 32.4.

**Default Defendant Caniff Violated Section 9(a)(4) of the Act, 7 U.S.C. § 13(a)(4):  
Making a False Statement to a Registered Entity**

35. 7 U.S.C. § 13(a)(4) makes it a violation for any person willfully to falsify, conceal, or cover up by any trick, scheme, or artifice, a material fact, make any false fictitious, or fraudulent statements or representations, or make or use any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry to a registered entity, board of trade, swap date repository, or futures association designated or registered under the Act in furtherance of its official duties under the Act.

36. By the conduct described above in paragraphs 1 through 34, Default Defendant Caniff, in connection with his February 25, 2016 application to NADEX, a registered entity under the Act, where he was seeking to open the trading account for BCM's pool, BBOT, willfully made false statements to NADEX by falsely and intentionally responding in the negative to questions about whether he had a criminal record, in violation of 7 U.S.C. § 13(a)(4).

37. Unless restrained and enjoined by this Court, there is a reasonable likelihood that Default Defendants will continue to engage in the acts and practices alleged in the Complaint and in similar acts and practices in violation of the Act and Regulations.

**II. PERMANENT INJUNCTION**

**IT IS HEREBY ORDERED THAT:**

38. Based upon and in connection with the foregoing conduct, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 Default Defendants Caniff, BCM, BBOT and Berkley II, 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, are permanently restrained, enjoined and prohibited from directly or indirectly cheating or defrauding, or attempting to cheat or defraud, 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 that is made, or to be made, for or on behalf of, or with, any other person in violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b), and Regulation 32.4, 17 C.F.R. § 32.4.

39. Based upon and in connection with the foregoing conduct, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 Default Defendant Caniff, and his 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, are permanently restrained, enjoined and prohibited from directly or indirectly, willfully to falsify, conceal, or cover up by any trick, scheme, or artifice, a material fact, make any false, fictitious, or fraudulent statements or representations, or make or use any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry to a registered entity, board of trade, swap data repository, or futures association designated or registered under the Act in furtherance of its official duties under the Act, in violation of Section 9(a)(4) of the Act, 7 U.S.C. § 13(a)(4).

40. Default Defendants are 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 U.S.C. § 1a(40))

- b. Entering into any transactions involving “commodity interests” (as that term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2021)), for their own personal account or for any account in which they have a direct or indirect interest;
- c. Having any commodity interests traded on their 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, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2021); and/or
- g. 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 (as that term is defined in 7 U.S.C. § 1a(38)), registered, exempted from registration or required to be registered with the Commission except as provided for in 17 C.F.R. § 4.14(a)(9)(2021).

### **III. RESTITUTION, DISGORGEMENT, AND CIVIL MONETARY PENALTY**

#### **A. Restitution**

41. Default Defendants shall pay, jointly and severally, restitution in the amount of Two Million Five-Hundred and Ninety-Eight Thousand Six-Hundred and Thirty-Two Dollars (\$2,598,632) (“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.

42. To effect payment of the Restitution Obligation and the distribution of any restitution payments to Default Defendants' pool participants, the Court appoints the National Futures Association ("NFA") as Monitor ("Monitor"). The Monitor shall receive restitution payments from Default Defendants and make distributions as set forth below. Because the Monitor is acting as an officer of this Court in performing these services, the NFA shall not be liable for any action or inaction arising from NFA's appointment as Monitor, other than actions involving fraud.

43. Default Defendants shall make Restitution Obligation payments, and any post-judgment interest payments, under this Order to the Monitor in the name "Caniff 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 the paying Default Defendant and the name and docket number of this proceeding. Default Defendants 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.

44. 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 Default Defendants 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. B. below.

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

46. The Monitor shall provide the Commission at the beginning of each calendar year with a report detailing the disbursement of funds to Default Defendants' 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.

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

48. Pursuant to Rule 71 of the Federal Rules of Civil Procedure, each participant of Default Defendants 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 Default Defendants to ensure continued compliance with any provision of this Order and to hold Default Defendants in contempt for any violations of any provision of this Order.

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

**B. Civil Monetary Penalty**

50. Default Defendants shall pay, jointly and severally, a civil monetary penalty in the amount of Three Million Six-Hundred Thousand Dollars (\$3,600,000) ("CMP Obligation"). If the CMP Obligation is not paid immediately, then post-judgment interest shall accrue on the CMP 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.

51. Default Defendants shall pay their CMP Obligation and any post-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  
6500 S. MacArthur Blvd.  
HQ Room 266  
Oklahoma City, OK 73169  
9-AMC-AR-CFTC@faa.gov

If payment by electronic funds transfer is chosen, Default Defendants shall contact Tonia King or her successor at the address above to receive payment instructions and shall fully comply with



those instructions. Default Defendants shall accompany payment of the CMP Obligation with a cover letter that identifies Default Defendants and the name and docket number of this proceeding. Default Defendants 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.

**C. Provisions Related to Monetary Sanctions**

52. Partial Satisfaction: Acceptance by the Commission or the Monitor of any partial payment of Default Defendants' Restitution Obligation, Disgorgement Obligation, or CMP Obligation shall not be deemed a waiver their 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.

53. Asset Freeze: On May 1, 2019 the Court entered an asset freeze order prohibiting the transfer, removal, dissipation and disposal of Default Defendants' assets ("Asset Freeze Order"). The Court hereby lifts the Asset Freeze Order.

**D. Miscellaneous Provisions**

54. 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:

Robert T. Howell  
Deputy Director, Division of Enforcement  
Commodity Futures Trading Commission  
Metcalfe Federal Building  
77 W. Jackson Blvd, Suite 800  
Chicago, IL. 60604

Notice to Defendant Caniff:

William Thomas Caniff  
132 Caravel Place  
Wintersville, OH 43953

Notice to Defendant BCM

c/o William Thomas Caniff, BCM Managing Partner  
132 Caravel Place  
Wintersville, OH 43953

Notice to Defendant BBOT

c/o General Partner BCM, via William Thomas Caniff, Managing Partner of BCM  
132 Caravel Place  
Wintersville, OH 43953

Notice to Defendant Berkley II

c/o General Partner BCM, via William Thomas Caniff, Managing Partner of BCM  
132 Caravel Place  
Wintersville, OH 43953

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.

55. Change of Address/Phone: Until such time as Default Defendants satisfy in full their Restitution Obligation, and CMP Obligation as set forth in this Order, Default Defendants shall provide written notice to the Commission by certified mail of any change to their telephone number and mailing address within ten calendar days of the change.

56. 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.

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

58. Injunctive and Equitable Relief Provisions: The injunctive and equitable relief provisions of this Order shall be binding upon Default Defendants, upon any person under the authority or control of any of the Default Defendants, 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 Default Defendants.

There being no just reason for delay, the Clerk of the Court is hereby ordered to enter this *Order for Final Judgment by Default, Permanent Injunction, Civil Monetary Penalties, and Other Statutory and Equitable Relief Against Defendants William Thomas Caniff, Berkley Capital Management, LLC, BBOT 1, LP, and Berkley II, LP, LP*, forthwith and without further notice.

**IT IS SO ORDERED** on this 29<sup>th</sup> day of August, 2022.

  
\_\_\_\_\_  
**Honorable Robert M. Dow, Jr.**  
**UNITED STATES DISTRICT JUDGE**