

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE**

**COMMODITY FUTURES TRADING
COMMISSION,**

Plaintiff,

v.

Case Number

**MICHAEL GRIFFIS and AMANDA
GRIFFIS,**

Defendants.

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

The Commodity Futures Trading Commission (“CFTC” or “Commission”), an independent federal agency, for its complaint against Defendants Michael Griffis (“M. Griffis”) and Amanda Griffis (“A. Griffis”) (together, “Defendants”), alleges as follows:

I. SUMMARY

1. Beginning in at least July 2022 and continuing through at least the beginning of January 2023 (the “Relevant Period”), Defendants, acting individually and in concert with each other, engaged in a scheme through which they fraudulently solicited at least \$6 million from over 100 individuals (hereafter, “pool participants”) located throughout at least ten states across the country, for the express purpose of pooling funds to trade commodity futures contracts (“futures”).

2. Styled as “Blessings Thru Crypto” or “Blessings of God Thru Crypto” by Defendants, the commodity pool purported to give “investors the opportunity to bet on the future

price of cryptocurrency” to “make as much profit collectively” as possible (hereafter, the “Blessings Pool”).

3. In their solicitations of prospective pool participants for the Blessings Pool, Defendants made various misrepresentations and omitted material facts. These material misrepresentations and omissions included, but are not limited to: promising exaggerated profits without any disclosure of potential risk and/or promising absolutely no risk of loss; misrepresenting how pool participants’ funds were to be handled and used; claiming that the Blessings Pool was “legal” when it was not; and, failing to inform pool participants that Blessings Pool funds would be misappropriated by Defendants and used as Defendants’ own.

4. Defendants, acting individually and in concert with each other, further committed fraud while acting as unregistered commodity pool operators (“CPO”), by pooling pool participants’ funds, by purporting to trade those funds in futures but not engaging in a single trade, by misappropriating pool participant funds, and by falsely refusing to honor numerous pool participant requests to withdraw funds from the Blessings Pool.

5. Defendants also commingled the Blessings Pool funds with Defendants’ personal funds, funds of Defendants’ family members, and unrelated business funds, across at least 19 different bank accounts at five financial institutions and three digital asset exchanges, all without pool participants’ authorization or knowledge.

6. Defendants used at least \$1 million in pool participant funds for personal expenditures, including paying Defendants’ personal debts and purchasing a variety of consumer goods.

7. Defendants paid out approximately \$855,000 to a handful of pool participants; the money for those payments came from the contributions of other pool participants in Ponzi-style payments.

8. The remaining \$4.1 million in pool funds were never used to trade “crypto futures” as promised by Defendants, who instead sent the funds to anonymous digital wallets controlled by unknown third parties. Those funds are now untraceable and likely unrecoverable for all realistic purposes, lost to pool participants.

9. Aside from the Ponzi payments made to a select few pool participants, all other pool participants who sent their money to Defendants lost their entire contributions to the Blessings Pool.

10. By soliciting pool participant funds for the purpose of trading in commodity interests (including futures), accepting pool participant funds, and pooling all pool participant funds for the stated purpose of purchasing and selling commodity interests, Defendants operated a commodity pool. Furthermore, by operating a commodity pool Defendants functioned as CPOs, and did so without being registered with the Commission.

11. By engaging in this conduct and the conduct further described herein, Defendants have engaged, are engaging, or are about to engage in acts and practices in violation of Sections 4b(a)(2)(A)-(C); 4m(1), and 4o(1)(A) and (B) of the Commodity Exchange Act (the “Act”), 7 U.S.C. §§ 6b(a)(2)(A)-(C), 6m(1), 6o(1)(A) and (B) and Commission Regulations (“Regulation”) 4.20(a)(1), (b), and (c), 4.21, and 4.22, 17 C.F.R. §§ 4.20(a)(1), (b), (c), 4.21, 4.22 (2022).

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

13. Accordingly, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, the Commission brings this action to enjoin Defendants' unlawful acts and practices, and to compel compliance with the Act. The Commission also seeks civil monetary penalties and remedial ancillary relief, including restitution to defrauded pool participants, pre- and post-judgment interest, and such other equitable relief as this Court may deem necessary and appropriate.

II. JURISDICTION AND VENUE

14. 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 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 district courts have jurisdiction to hear actions brought by the Commission for injunctive and other relief or to enforce compliance with the Act 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 thereunder.

15. Venue properly lies with the U.S. District Court for the Middle District of Tennessee pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e), because Defendants have 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. Venue is also proper under 28 U.S.C. § 1391(b) because Defendants reside in this District.

III. PARTIES

16. 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. pts. 1 – 190 (2022).

17. Defendant **Michael Griffis** resided in Clarksville, Tennessee during the Relevant Period. Defendant M. Griffis is purportedly a real estate broker in the Clarksville area, who operates an independent realtor office called EXIT Realty Screamin' Eagle with his spouse Defendant A. Griffis. Defendant M. Griffis has never been registered with the Commission in any capacity.

18. Defendant **Amanda Griffis** resided in Clarksville, Tennessee during the Relevant Period. Defendant A. Griffis is purportedly a real estate broker, and operates EXIT Realty Screamin' Eagle with her spouse, Defendant M. Griffis. Defendant A. Griffis has never been registered with the Commission in any capacity.

IV. FACTS

A. **Defendants Begin Operating a Fraudulent Commodity Pool**

19. In or around July 2022, Defendants began operating a commodity pool scheme they colloquially referred to as “Blessings Thru Crypto” and/or “Blessings of God Thru Crypto.”

20. Defendants used their network of real estate connections, i.e., mortgage brokers, former customers, friends and family of former customers, etc., to solicit prospective pool participants.

21. Solicitations usually began with a text message or phone call from Defendant M. Griffis. Follow-up conversations with prospective pool participants typically included both

Defendants, and were repeated as necessary to convince prospective pool participants to send funds to Defendants for the Blessings Pool.

22. Many pool participants received a “Futures Trading Overview and Structure Document” from Defendants. This document, dated July 21, 2022 and electronically signed by Defendant M. Griffis, provided an overview of the Blessings Pool:

WHY AM I HERE: You have been invited to this group because someone in this group holds you in high regards. There is no catch or hidden agenda. No one is here to scam you. This is a group of honest individuals pooling their investment funds together to make as much profit collectively and individually as possible to enhance their lives, their family, and hopefully their community.

WHAT AM I INVESTING IN: Welcome to the future. You are about to begin a new and exciting journey investing in the Crypto Futures market. Crypto futures give investors the opportunity to bet on the future price of cryptocurrency such as bitcoin without having to actually own or handle it. Futures are a type of derivative trading product. Futures allow investors to hedge against volatile markets and ensure they can purchase or sell a particular cryptocurrency at a set price in the future. Futures contracts allow investors to indirectly gain exposure to cryptocurrency such as bitcoin and potentially profit from its price movements.

23. The strategy of the Blessings Pool, as described by Defendants to pool participants, was as follows: pool participants would transfer their contributions to Defendant M. Griffis’ personal bank account, via wire transfer, personal check, or cash handed over in person. Defendant M. Griffis would then transfer those funds to his personal account at the digital asset exchange Coinbase. Once the funds were in Defendant M. Griffis’ account at Coinbase, Defendant M. Griffis would convert those funds into digital asset commodities¹ like Bitcoin and/or Tether, and then transfer the digital asset commodities to an electronic trading platform called Apex (the “Apex Trading Platform”), where it would then be used to trade futures.

¹For purposes of clarity, “cryptocurrencies” are digital assets, and the digital assets referenced herein—Bitcoin and Tether—are commodities. As defined under Section 1a(9) of the Act, 7 U.S.C. § 1a(9), commodities, with limited exception, includes all manner of “other goods and articles . . . and all services, rights and interests . . . in which contracts for future delivery are presently or in the future dealt in.”

24. Defendants, together and/or individually, told some pool participants that the Blessings Pool would trade Bitcoin futures and other pool participants it would trade Tether futures, or some combination of the two.

25. Defendants further told prospective pool participants that, once the Blessings Pool funds were at the Apex Trading Platform, Defendants would control all trades.

26. Defendants' assurances of the safety and control of pool participants' funds were a common theme during these solicitations, with Defendants telling prospective pool participants and pool participants alike that only Defendants had access to and control over the Blessings Pool's funds.

27. As part of these solicitations, Defendants explained to pool participants that an initial investment of \$12,000 (\$2,000 of which was for "account maintenance fees") would return a profit of \$30,000 to \$45,000 *every month*.

28. According to Defendant M. Griffis, this \$2,000 fee was the only fee that a pool participant could expect to pay directly to Defendants, regardless of how much or how often a pool participant sent funds to contribute to the Blessings Pool.

29. According to Defendants, aside from this \$2,000 fee, any profits withdrawn from the pool would have a 10% portion deducted, which would go directly to the Blessings Pool's trading coach and analyst team.

30. Defendant M. Griffis told some prospective pool participants that Defendants had contributed their own funds to the Blessings Pool and that their contribution had increased exponentially: "I was the guinea pig and I started with \$1000 you can see on 1 July and just in July starting out very low with no team I made over 200,000 last month I'm gonna make over

600,000 this month.” However, this is not true; Defendants did not make over \$200,000 or \$600,000 at any point during the Relevant Period.

31. In addition, Defendants did not disclose during these solicitations that Defendants were also taking and/or being paid an additional referral fee for each new pool participant who contributed funds into the Blessings Pool.

32. When asked by one pool participant what happened when there was a losing trade, Defendant M. Griffis responded that the Blessings Pool “never lost money.”

33. Defendant M. Griffis also shared, with multiple prospective pool participants, an image purporting to represent a single day’s trading of digital asset commodity futures by Defendant M. Griffis. This image showed a \$272,000 profit on a \$545,000 Bitcoin/Tether futures position held for two minutes on July 19, 2022. However, no such trade ever occurred, nor did Defendants make any such profits during the Relevant Period.

34. Defendant M. Griffis told prospective pool participants that the Blessings Pool could make them enough money that they could quit their jobs and live off of the profits.

35. At least one pool participant asked Defendant M. Griffis if the Blessings Pool was “legal.” Defendant M. Griffis responded that it “is legal.”

36. Defendants also encouraged pool participants to reach out to friends and family so that others might contribute money to the Blessings Pool.

37. Contrary to the overview of the Blessings Pool as explained by Defendants during these solicitations, once Defendants received pool participant funds, they sent those funds to a variety of unauthorized destinations—other personal and/or business bank accounts held by Defendants at a variety of financial institutions and other digital asset exchange sites in addition to Coinbase (including Crypto.com and Bitstamp).

38. Further, unbeknownst to pool participants and contrary to Defendants' promises, Blessings Pool funds were never used to trade "crypto futures;" instead, the funds that were not simply converted to Defendants' own use were sent to private and anonymous digital wallets masquerading as the Apex Trading Platform.

39. Neither during nor at any point after Defendants' solicitations did Defendants provide pool participants with disclosures regarding risk of investment loss, fees, or the CPO's business and trading operations.

B. Defendants' Misrepresentations About "Coach Wendy"

40. Defendants told pool participants that the Blessings Pool's impossible winning streak was due to the assistance of "Coach Wendy" and her team of "30 to 40" highly-experienced financial traders.

41. Defendants told pool participants little about "Coach Wendy" and her purported team, other than that they were advising Defendants in the Blessings Pool's trading strategy. Defendants also told some pool participants that "Coach Wendy" had an uncle who was assisting her, and that he had decades of experience as a Wall Street analyst.

42. Defendant M. Griffis repeatedly touted to pool participants the purported trading prowess of "Coach Wendy" and her team. For example, Defendant M. Griffis told at least one pool participant that "Coach Wendy" was always successful in the trading strategies she provided to them: "I know that these guys always win."

43. Defendant M. Griffis told multiple pool participants that he had met "Coach Wendy" in person when she purchased some local real estate through him. M. Griffis told one prospective pool participant that "Coach Wendy" had purchased two local properties—a personal residence and a commercial building—so that "Coach Wendy" could move to

Clarksville. Defendant M. Griffis told another pool participant that “Coach Wendy” had purchased ten properties in Clarksville from Defendants.

44. Defendants told at least one pool participant that “[Coach Wendy] is our family [and] she’s moving here. She wants to buy a building. She wants to buy a residence.”

45. Some pool participants later overheard Defendant M. Griffis admit that he had only met “Coach Wendy” online and that she had not purchased any properties through him.

46. Defendants conducted little to no due diligence regarding the identity or allegiances of “Coach Wendy” or her purported “team of analysts.”

C. Defendants Sent Pool Participants’ Funds to a Fake Website

47. ApeX DAO LLC purports to operate an online platform where users can enter into various transactions involving digital assets.

48. According to publicly available materials published on the Internet, ApeX DAO LLC’s platform is not open to users in the United States: “To create an account, you will need to agree to ApeX Pro’s Terms of Use and Privacy Policy, and certify that you are not a resident of areas we are prohibited from serving, such as the United States” (*See* apex-pro.gitbook.io/apex-pro/start-here/accounts-and-wallets/creating-an-account).

49. As with “Coach Wendy,” Defendants conducted little to no due diligence regarding the Apex Trading Platform before they sent it millions of dollars in Blessings Pool funds.

50. Although the Apex Trading Platform as shown to pool participants by Defendants may look similar to ApeX DAO LLC’s platform, they are not the same; the Apex Trading Platform is an illegitimate copy that leads users to private, anonymous digital wallets.

51. Blessings Pool funds sent to the Apex Trading Platform by Defendants were immediately transferred out of the aforementioned digital wallets by unknown actors; those funds were then sent to a variety of other wallets and digital asset platforms, effectively washed and mixed with other funds, and ultimately sent to unknown locations.

52. In summary, approximately \$4.1 million of pool funds sent by Defendants to the Apex Trading Platform were not used to trade “crypto futures”—despite pool participants intending for their funds to be used to trade “crypto futures” and being led to believe by Defendants that the funds were in fact being used to trade “crypto futures”—and were instead sent to unknown third parties without pool participants’ knowledge or consent.

D. Defendants Created Fictional Accounts of Futures Trading Activity and Profits

53. As pool participants began transferring their funds to Defendants, Defendants created a “Trading Team” comprised of pool participants. The Trading Team had the ability to chat with Defendants and one another via the messaging service WhatsApp.

54. At regular intervals, Defendants and the Trading Team held trading “parties” in the WhatsApp chat. During those parties, Defendants messaged the Trading Team to inform them of potential futures trades that pool participants could purportedly accept.

55. These potential trades were purportedly communicated and executed in real time by Defendants, such that any pool participant in attendance could accept the trade and Defendants would immediately enter the futures trade on the Apex Trading Platform and announce to the Trading Team what profits the accepting pool participant received.

56. Futures trades made during these Trading Team parties were allegedly always profitable according to Defendants.

57. However, these “trading party” trades did not exist, no trading was actually occurring, and there were no profits being made.

58. Defendants also provided pool participants with read-only access to spreadsheets created by Defendant A. Griffis.

59. These spreadsheets purportedly showed all the Blessings Pool’s futures trading activity, a running pool balance, and trading profits. Again, according to these spreadsheets, the Blessings Pool’s digital asset futures trades were always profitable, and individual pool participant profits soared.

60. Defendant A. Griffis updated these spreadsheets on a regular basis to show the purported trading activity and profits supposedly accumulated by the Blessings Pool.

61. According to these spreadsheets, some pool participants purportedly achieved profits of \$20,000 to \$30,000 in a single day.

62. One pool participant recalled seeing their initial contribution grow from \$100,000 to \$400,000 in a very short amount of time according to these spreadsheets.

63. According to at least one pool participant, these spreadsheets were also shown to prospective pool participants by Defendants’ as part of their solicitation attempts.

64. In reality, none of the futures trading or profits shown on these spreadsheets occurred.

65. Aside from the spreadsheets showing fictitious trading activity, Defendants did not otherwise send account statements or annual statements to Blessings Pool participants; nor did the spreadsheets include documentation of fees, initial charges, and/or administrative costs.

E. Defendants Perpetuated the Fraud Despite Growing Evidence and Complaints

66. In or around August 2022, Defendants invited pool participants to attend an in-person meeting at Golden Corral in Clarksville, Tennessee. Approximately 25 to 30 pool participants were in attendance.

67. At that meeting, Defendant M. Griffis introduced the concept of “super trades” (or, “super nodes” as some pool participants recall) with the Apex Trading Platform.

68. According to Defendants, the “super trades” option would bring advantages to the Blessings Pool, like lower trading fees and increased profits for pool participants.

69. According to Defendants, by choosing the “super trades” option, pool participants would be unable to withdraw funds from the Blessings Pool until some undisclosed point in the future.

70. Defendants announced that the decision to engage in the “super trades” option had already been decided by Defendants and, therefore, no withdrawals could be made from the Blessings Pool, despite Defendants’ earlier promises that pool participants could begin withdrawing their alleged profits in August 2022.

71. Near the end of August 2022, Defendants reiterated to pool participants that it “wasn’t a good time” to withdraw funds from the Blessings Pool, and that pool participants would need to wait until after September 16, 2022.

72. On or about September 16, 2022, Defendants contacted pool participants and advised that pool participants would need to provide Defendants with various items of personal information—social security numbers, dates of birth, etc.—for the so-called purpose of generating W-9s to supposedly satisfy pool participants’ tax-reporting obligations.

73. Defendants led pool participants to believe that providing this information was necessary for Defendants to pay out any profits from the Blessings Pool, and that this action was in line with Defendants' earlier statements about profits being paid out after September 16, 2022.

74. On or about September 16, 2022, as pool participants began to realize that no payments were coming from the Blessings Pool, pool participants began complaining to Defendants about their continued inability to withdraw funds.

75. Defendants responded to these complaints by explaining that Defendants had upgraded to a "lifetime membership" at the Apex Trading Platform and, as a result of this upgrade, pool participants were unable to withdraw any Blessings Pool funds until December 19, 2022.

76. On or about September 16, 2022, Defendants informed at least one pool participant of a supposed problem with Defendants' bank that was preventing withdrawals of pool participant funds from the Blessings Pool. Defendants told that pool participant Defendants would rectify the situation by opening accounts at another bank.

77. Around this same time, other pool participants were contacted by Defendants, who claimed that the Blessings Pool had "outgrown" Defendants' bank, causing the bank to freeze all the Blessings Pool's funds, and that Defendants were working to solve this problem.

78. On or about the evening of September 16, 2022, Defendants held another meeting with pool participants at Red Lobster in Clarksville, Tennessee. Some pool participants attended in-person, while others attended via a Zoom link provided by Defendants.

79. At that meeting, Defendants announced to pool participants that the original Trading Team was full, and that Defendants were designating that group as "Team 1," and Defendants were now creating a "Team 2" and "Team 3" for new pool participants to join.

80. Defendants told pool participants that the initial contribution to join Team 2 would be \$17,500, and for Team 3 it would be \$50,000.

81. Despite protests from many pool participants at that meeting about the continued inability to withdraw anything from the Blessings Pool, Defendants reiterated the new trading team plan and explained that the withdrawal issue would get resolved in the near future.

82. At that meeting, multiple pool participants also brought up questions about the legitimacy of the Blessings Pool. Instead of telling the truth, Defendants maintained that there were not any problems with the Blessings Pool and that pool participant funds were safe.

83. Defendants also encouraged those in attendance to contribute more of their money to the Blessings Pool and to “spread the word” about the Blessings Pool in an effort to recruit new pool participants.

84. On or about September 19, 2022 and following the meeting at Red Lobster, at least two pool participants (“Participant A” and “Participant B”) confronted Defendants with questions and concerns about the Blessings Pool’s operations.

85. During that confrontation, Defendants admitted that they had not met “Coach Wendy” in person, nor had they ever sold her local real estate. Instead, Defendants stated they had only spoken with “Coach Wendy” via WhatsApp and FaceTime.

86. During that confrontation, Participants A and B showed Defendants research they had conducted regarding the Apex Trading Platform: that it had only been created in July 2022, and that multiple iterations of the Apex Trading Platform apparently existed. Participants A and B flatly told Defendants that the entire enterprise “looks and smells like a scam.”

87. On or about September 24, 2022, Participant A continued this discussion with Defendants via a separate WhatsApp chat.

88. In that discussion, Participant A asked Defendants what “they were doing to protect everyone’s money.”

89. In response, Defendants claimed they had “custody” of all pool participant funds.

90. Participant A then suggested that Defendants “get an attorney” and that Defendants “should have called the FBI the minute they could not get money out of Apex.” Participant A also accused Defendants of “destroying evidence and screenshots” related to the scheme.

91. Defendants denied these accusations, becoming “hostile” to Participant A, and nevertheless continued soliciting prospective pool participants.

92. In or around late September 2022, Defendants contacted multiple pool participants to encourage these pool participants to open accounts at the digital asset exchange site Coinbase, so that these pool participants could transfer digital assets directly to Defendants in order to “bypass the banks.”

93. Although pool participants were unable to withdraw their promised funds, Defendants themselves had no trouble spending Blessings Pool funds. Defendants did not use that money for pool-related purposes, though, and instead used the funds as their own. For example, between September 21, 2022 and September 23, 2022, Defendants spent approximately \$216,000 in pool funds on personal debt payments and the purchase of consumer goods.

F. Defendants’ Continued Solicitations to Maintain the Failing Fraudulent Scheme

94. In or around early December 2022, Defendants contacted pool participants and once again made the false promise that withdrawals from the Blessings Pool would be allowed in the near future.

95. At that time, Defendants asked pool participants to elect one of three options: (1) withdraw all funds from the Blessings Pool; (2) withdraw a portion of their funds from the Blessings Pool and leave the remainder; or (3) withdraw nothing from the Blessings Pool.

96. Ultimately, and regardless of a pool participant's election, no one was allowed to withdraw anything from the Blessings Pool, aside from a couple of Ponzi payments made by Defendants to Defendants' close associates.

97. In or around early December 2022, at least one pool participant directly contacted Defendant M. Griffis, telling Defendant M. Griffis that the pool participant thought that the Blessings Pool was a scam and demanding a return of his contribution to the Blessings Pool. Defendant M. Griffis responded to that pool participant by saying that the pool funds could not be withdrawn until after December 19, 2022, and in the meantime the pool participant would be removed from "the team." However, to date this pool participant has not received any funds back from Defendants.

98. Around this same time, other pool participants began sending Defendants information and news articles about how the Blessings Pool seemed to have the hallmarks of a scam. Those same pool participants as well as others also questioned who had control over the Blessings Pool funds. Defendants always denied these accusations and attempted to assure pool participants that Defendants had complete control over the Blessings Pool funds.

99. The pool participants that sent these complaints and accusations to Defendants were kicked out of the WhatsApp group chat by Defendants, and Defendants thereafter refused to communicate with those pool participants or return those pool participants' funds.

100. Other pool participants that requested the internet site information for the Apex Trading Platform received numerous purported links to the Apex Trading Platform from

Defendants. However, the links were always broken, quickly shut down, and/or changed frequently.

101. On or about December 16, 2022, Defendants informed pool participants that the Apex Trading Platform had again allegedly frozen all the Blessings Pool funds, and pool participants could not withdraw any funds until Defendants' "credit score" had been raised at the Apex Trading Platform.

102. According to Defendants, the only way to raise this credit score was to send another \$100,000 to the Apex Trading Platform.

103. Defendants then proposed that pool participants send Defendants additional funds that Defendants could use to pay the Apex Trading Platform to raise Defendants' "credit score."

104. On or about December 17, 2022, Defendant A. Griffis sent a message to pool participants that the Blessings Pool funds were safe and secure: "Unfortunately, I can not [sic] change the fact that our funds are frozen on Apex Trading Platform, however I can tell you they are safe."

105. Defendants also represented to pool participants that "Coach Wendy" and her investment team would "kick in money to help out" with the credit score issue.

106. In early January 2023, at Defendants' direction, an employee at Defendants' real estate company sent an email to a large number of pool participants, asking them to each contribute at least \$1,000 toward resolving the credit score issue.

107. In early January 2023, Defendant A. Griffis sent pool participants a WhatsApp message regarding the credit score situation and the need to gather more funds for the Blessings Pool. In that message, Defendant A. Griffis recommended that pool participants "gather a couple people" to contribute funds to the Blessings Pool as well.

108. Defendant A. Griffis later added in that same message string: “So we either need a few more people to join [the Blessings Pool] or if anybody can add a little cash...”

109. To date, aside from the handful of Ponzi payments made to approximately five pool participants, no other pool participants have been allowed to withdraw any funds from the Blessings Pool.

G. Defendants Commingled and Misappropriated Pool Participant Funds

110. During the Relevant Period, approximately \$6 million in pool participant funds were never separated from Defendants’ own, unrelated funds, but were instead repeatedly transferred and mixed throughout at least 19 different bank accounts held at five financial institutions, accounts which were owned by Defendants (including joint accounts and individual accounts held by Defendants), Defendants’ children, and/or Defendants’ unrelated business entities.

111. Contrary to Defendants’ claims that pool participant funds would be sent to the digital asset exchange Coinbase for conversion into Bitcoin or Tether, Defendants instead also sent the funds to several other digital asset exchanges, including Crypto.com and Bitstamp, where the funds were placed into accounts under the personal names of Defendants.

112. Over \$1 million in pool participant funds thought by pool participants to be for the Blessings Pool were instead taken by Defendants and used to pay Defendants’ own debts and personal expenses.

113. Some examples of how Defendants used pool participant funds as their own include: (1) paying a \$24,000 auto loan; (2) paying \$39,000 towards another auto loan; (3) over \$6,000 paid for building improvements; (4) over \$9,000 paid towards Defendants’ mortgage; (5) purchasing over \$60,000 in jewelry; (6) spending over \$10,000 in college tuition for Griffis

family members; (7) paying over \$20,000 to purchase an all-terrain vehicle; (8) paying approximately \$63,000 for concrete work; and (9) making payments in excess of \$335,000 on Defendants' credit card debt.

V. VIOLATIONS OF THE COMMODITY EXCHANGE ACT AND COMMISSION REGULATIONS

Count One

Violations of Section 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C): Fraud

114. The allegations set forth in the preceding paragraphs are re-alleged and incorporated herein by reference.

115. The Act in 7 U.S.C. § 6b(a)(2) makes it unlawful:

[F]or any person, 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, other than on or subject to the rules of a designated contract market—

(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;

(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 or, in the case of paragraph (2), with the other person....

116. Defendants told pool participants that the Blessings Pool would trade Bitcoin futures and/or Tether futures.

117. During the Relevant Period, as described above, Defendants violated 7 U.S.C. § 6b(a)(2)(A)-(C) by, among other things, and in connection with any order to make or the making of any contract of sale of any commodity in interstate commerce, cheating or defrauding,

or attempting to cheat or defraud, prospective pool participants and pool participants; making false and/or misleading statements of material fact, or omitting material facts, made to prospective pool participants and pool participants; willfully deceiving or attempting to deceive prospective pool participants and pool participants; and, misappropriating pool participant funds.

118. Defendants committed these violations by, among other things:

- a. Falsely representing the performance of the Blessings Pool, including the amount of purported profits in each pool participant's account;
- b. Misrepresenting expected profits by promising grossly inflated and/or guaranteed profits;
- c. Misrepresenting expected risk of loss by wholly negating any such risk in Defendants' solicitations to pool participants;
- d. Using fabricated account statements to deceive pool participants and prospective pool participants;
- e. Failing to disclose that Defendants were acting as CPOs while unregistered with the Commission, in violation of the Act and Regulations;
- f. Failing to disclose that pool participant funds were commingled with Defendants' own funds and the funds of other non-pool participants;
- g. Failing to disclose that pool participant funds were being used by Defendants to pay Defendants' own debts and personal purchases;
- h. Failing to disclose that pool participant funds were being used by Defendants to make Ponzi payments to other pool participants in order to hide the fraudulent nature of the scheme;

- i. Failing to disclose that Defendants were taking and/or receiving a referral fee for each new pool participant that contribute funds to the Blessings Pool;
- j. Misrepresenting Defendants' interactions with and knowledge of their trading advisor "Coach Wendy";
- k. Misappropriating pool participant funds and misrepresenting factual circumstances concerning where pool participant funds were sent by Defendants;
- l. Misrepresenting facts regarding the availability and Defendants' control of pool participant funds.

119. Defendants directly engaged in the acts and practices described above intentionally, knowingly, or with reckless disregard for the truth of their representations or omissions.

120. Each act of misappropriation, misrepresentation, or omission of material facts made during the Relevant Period, including, but not limited to, those specifically alleged herein, constitutes a separate and distinct violation of 7 U.S.C. § 6b(a)(2)(A)-(C).

Count Two
Violations of Section 4m(1) of the Act, 7 U.S.C. § 6m(1):
Failure to Register as a CPO

121. The allegations set forth in the preceding paragraphs are re-alleged and incorporated herein by reference.

122. A commodity pool is defined in 7 U.S.C. § 1a(10) as "any investment trust, syndicate, or similar form of enterprise operated for the purpose of trading in commodity interests"

123. During the Relevant Period, the Blessings Pool’s stated purpose was to “pool[] ... investment funds together to make as much profit collectively and individually as possible ... [by] investing in the Crypto Futures market.” Thus, the Blessings Pool was purportedly functioning as a commodity pool during the Relevant Period.

124. A CPO is defined in 7 U.S.C. § 1a(11) as “any person . . . engaged 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 . . . for the purpose of trading in commodity interests.”

125. During the Relevant Period, Defendants acted as CPOs by soliciting, accepting, or receiving funds from others for the purpose of trading in commodity interests.

126. Subject to certain exceptions not relevant here, 7 U.S.C. § 6m(1) states that it is “unlawful for any . . . commodity pool operator, 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 . . . commodity pool operator”

127. Defendants used the mails or means of interstate commerce in connection with their business as CPOs, while not being registered with the Commission as CPOs.

128. By reason of the foregoing, Defendants violated 7 U.S.C. § 6m(1) by acting as CPOs without the benefit of registration with the Commission.

Count Three
Violations of Section 4o(1)(A) and (B) of the Act, 7 U.S.C. § 6o(1)(A), (B):
Fraud by a CPO

129. The allegations set forth in the preceding paragraphs are re-alleged and incorporated herein by reference.

130. During the Relevant Period, Defendants acted as CPOs, by soliciting, accepting, or receiving funds from others for the purpose of trading in commodity interests.

131. The Act at 7 U.S.C. § 6o(1)(A) and (B) makes it unlawful for a CPO, “by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly . . . (A) to employ any device, scheme, or artifice to defraud any client or participant or prospective client or participant; or (B) to engage in any transaction, practice, or course of business which operates as a fraud or deceit upon any client or participant or prospective client or participant.”

132. During the Relevant Period, Defendants, acting as a CPO, committed fraud in violation of 7 U.S.C. § 6o(1)(A) and (B) by, among other things:

- a. Falsely representing the performance of the Blessings Pool, including the amount of purported profits in each pool participant’s account;
- b. Misrepresenting expected profits by promising grossly inflated and/or guaranteed profits;
- c. Misrepresenting expected risk of loss by wholly negating any such risk in Defendants’ solicitations to pool participants;
- d. Using fabricated account statements to deceive pool participants and prospective pool participants;
- e. Failing to disclose that Defendants were acting as CPOs while unregistered with the Commission, in violation of the Act and Regulations;
- f. Failing to disclose that pool participant funds were commingled with Defendants’ own funds;

- g. Failing to disclose that pool participant funds were being used by Defendants to pay Defendants' own debts and personal purchases;
- h. Failing to disclose that pool participant funds were being used by Defendants to make Ponzi payments to other pool participants in order to hide the fraudulent nature of the scheme;
- i. Failing to disclose that Defendants were taking and/or receiving a referral fee for each new pool participant that contributed funds to the Blessings Pool;
- j. Misrepresenting Defendants' interactions with and knowledge of their trading advisor "Coach Wendy";
- k. Misappropriating pool participant funds and misrepresenting factual circumstances concerning where pool participant funds were sent by Defendants;
- l. Misrepresenting facts regarding the availability and Defendants' control of pool participant funds.

133. Each act of misappropriation, misrepresentation, or omission of material facts made during the Relevant Period, including, but not limited to, those specifically alleged herein, constitutes a separate and distinct violation of 7 U.S.C. § 6o(1)(A) or (B).

Count Four
**Violations of Regulation 4.20(a)(1), (b), and (c), 17 C.F.R. § 4.20(a)(1), (b), (c) (2022):
Failure to Operate Pool as a Separate Entity, Failure to Receive Pool Participants' Funds
in Pool's Name, and Commingling of Funds by a CPO**

134. The allegations set forth in the preceding paragraphs are re-alleged and incorporated herein by reference.

135. 17 C.F.R. § 4.20(a)(1) requires a CPO, whether registered with the Commission or not, to operate its commodity pool as a legally separate entity from that of the CPO.

136. 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.

137. By reason of the foregoing, Defendants, while acting as CPOs for the Blessings Pool, failed to operate the Blessings Pool as a legal entity separate from themselves, and received pool participants' funds in the name of Michael Griffis and/or Amanda Griffis, rather than in the name of a legally cognizable commodity pool.

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

139. Each act of failing to operate the 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) and (b).

140. Under 17 C.F.R. § 4.20(c), a CPO may not "commingle the property of any pool that it operates or that it intends to operate with the property of any other person."

141. During the Relevant Period, Defendants, while acting in their capacity as CPOs, caused pool participant funds to be commingled with funds of other persons, including funds belonging to Defendants and members of Defendants' family.

142. By reason of the foregoing, Defendants commingled pool participant funds in violation of 17 C.F.R. § 4.20(c).

143. Each commingling of a pool participant's funds is alleged as a separate and distinct violation of 17 C.F.R. § 4.20(c).

Count Five
Violations of Regulations 4.21(a)(1) and 4.22(a) and (c), 17 C.F.R. §§ 4.21(a)(1); 4.22(a), (c)
(2022):

Failure to Provide Pool Disclosures and Other Required Documents

144. The allegations set forth in the preceding paragraphs are re-alleged and incorporated herein by reference.

145. 17 C.F.R. § 4.21(a)(1) provides, in relevant part, 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”

146. 17 C.F.R. § 4.22(a) requires, in relevant part, that CPOs (registered or required to be registered) provide periodic account statements to pool participants—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.

147. 17 C.F.R. § 4.22(c) requires, in relevant part, that CPOs distribute annual reports to investors and file the annual report with the National Futures Association, either on an annual basis or within 90 days of ceasing operations.

148. Defendants failed to provide prospective pool participants with pool disclosure documents in the form specified in Regulations 4.24 and 4.25, 17 C.F.R. §§ 4.24, 4.25 (2022).

149. By reason of the foregoing, Defendants violated 17 C.F.R. § 4.21(a)(1).

150. Defendants failed to provide pool participants with appropriate account statements and annual reports as required by 17 C.F.R. § 4.22(a) and (c).

151. By reason of the foregoing, Defendants violated 17 C.F.R. § 4.22(a) and (c).

152. Each failure to furnish the required disclosure documents and account statements and reports to pool participants and prospective pool participants, including but not limited to those specifically alleged herein, is a separate and distinct violation of 17 C.F.R. §§ 4.21(a)(1), 4.22(a), and/or 4.22(c).

VI. RELIEF REQUESTED

153. 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 Michael Griffis and Amanda Griffis violated Sections 4b(a)(2)(A)-(C), 4m(1), and 4o(1)(A) and (B), 7 U.S.C. §§ 6b(a)(2)(A)-(C), 6m(1), 6o(1)(A), (B), and Regulations 4.20(a)(1), (b), (c), 4.21, and 4.22, 17 C.F.R. §§ 4.20(a)(1), (b), (c), 4.21, 4.22 (2022);

B. Enter an order of permanent injunction enjoining Michael Griffis and Amanda Griffis, 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)(2)(A)-(C), 6m(1), and 6o(1)(A)-(B), and 17 C.F.R. §§ 4.20(a)(1), (b), (c), 4.21, and 4.22;

C. Enter an order of permanent injunction restraining and enjoining Michael Griffis, Amanda Griffis, 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 in 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 (2022)) or digital assets that are commodities, as that term is described herein, 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 or digital asset commodities 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 or digital assets that are commodities, as that term is described herein;
- (5) Soliciting, receiving, or accepting any funds from any person for the purpose of purchasing or selling any commodity interests or digital asset commodities;
- (6) Applying for registration or claiming exemption from registration with the Commission in any capacity, and engaging in any activity requiring such registration or exemption from registration with the Commission, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2022); and,

(7) Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2022)), agent, or any other officer or employee of any person registered, exempt from registration with the Commission, or required to be registered with the Commission 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 of the pool participants whose funds were received by Michael Griffis and/or Amanda Griffis 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 civil monetary penalties 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 of 2015, Pub. L. 114-74, tit. VII, § 701, 129 Stat. 584, 599-600, *see* Regulation 143.8, 17 C.F.R. § 143.8 (2022), for each violation of the Act and Regulations, as described herein;

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

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

Dated: July 24, 2023

Respectfully submitted,

/s/Brett A. Shanks

Rachel A. Hayes, *pro hac vice* pending
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