

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

COMMODITY FUTURES TRADING  
COMMISSION,

Plaintiff,

v.

ROBERTO PULIDO a/k/a BERTO  
DELVANICCI and LIONS OF FOREX LLC,

Defendants.

Case No. \_\_\_\_\_

COMPLAINT FOR INJUNCTIVE  
AND OTHER EQUITABLE RELIEF  
AND CIVIL MONETARY  
PENALTIES UNDER  
THE COMMODITY EXCHANGE  
ACT

Plaintiff, Commodity Futures Trading Commission (“CFTC” or “Commission”), by and through its attorneys, alleges as follows:

**I. SUMMARY**

1. From at least January 2019 to at least March 2021 (the “Relevant Period”), Roberto Pulido a/k/a Berto Delvanicci (“Pulido” or “Delvanicci”), aided and abetted by Lions of Forex LLC (“LOF”) (collectively, Pulido or Delvanicci and LOF, “Defendants”), fraudulently solicited at least four clients (“clients”) for the purported purpose of trading leveraged or margined retail off-exchange foreign currency described in Section 2(c)(2)(C)(i)(I) of the Commodity Exchange Act (“Act”), 7 U.S.C. § 2(c)(2)(C)(i)(I), (“retail forex”) in accounts to be managed on their behalf (“Retail Forex Fraud Scheme”).

2. At least three of the four clients solicited by Defendants subscribed to a retail forex signals trading service offered by LOF (“subscribers”) for which LOF offered to send signals to buy or sell retail forex for a monthly fee, and, for a higher monthly fee, offered live one-on-one training with “Berto Delvanicci.”

3. In fraudulently soliciting these clients, Defendants made use of the mails and other means or instrumentalities of interstate commerce, i.e., social media platforms, LOF's website, texts and/or other forms of electronic and telephonic communications.

4. At least one of the clients was not an Eligible Contract Participant ("ECP") as defined in Section 1a(18)(A)(xi) of the Act, 7 U.S.C. § 1a(18)(A)(xi), and at least three other clients, upon information and belief, were not ECPs.

5. Pulido, aided and abetted by LOF, falsely represented to clients that they would earn guaranteed monthly profits by having Pulido use his discretion to purportedly trade retail forex on their behalf, and that clients could withdraw their funds and have them returned at any time.

6. Based on these fraudulent representations and omissions, at least 4 clients were fraudulently induced to transfer at least \$175,000 to bank accounts in the name of LOF and others, all of which were controlled by Pulido, for the purported purpose of having Pulido use his discretion to trade retail forex on their behalf.

7. Clients were not paid their guaranteed monthly profits as promised, and, in spite of clients' requests to Pulido and/or LOF to return their funds, client funds totaling at least \$170,000 have not been returned to clients.

8. At the time such representations were made, Pulido acted intentionally or recklessly in falsely guaranteeing profits from the trading and falsely representing that clients could withdraw their funds and have them returned at any time. LOF knew that these representations made by Pulido were false.

9. By this conduct, and the conduct further described herein, during the Relevant Period and pursuant to the Retail Forex Fraud Scheme, Pulido violated Sections 4b(a)(2)(A) and

(C) of the Act, 7 U.S.C. §§ 6b(a)(2)(A), (C), and Commission Regulation (“Regulation”) 5.2(b)(1) and (3), 17 C.F.R. § 5.2(b)(1), (3) (2022) (“Retail Forex Fraud Violations”).

10. Further, by this conduct and the conduct further described herein, during the Relevant Period and pursuant to the Retail Forex Fraud Scheme, Pulido acted as a Commodity Trading Adviser (“CTA”) as defined in Section 1(a)(12) of the Act, 7 U.S.C. § 1(a)(12), and violated Section 4o(1)(A) and (B) of the Act, 7 U.S.C. §6o(1)(A), (B) (“CTA Fraud Violations”).

11. During the Relevant Period, by this conduct and the conduct further described herein, LOF knowingly associated itself with this Retail Forex Fraud Scheme and participated in it to make it succeed and thereby willfully aided and abetted Pulido’s Retail Forex Fraud Scheme pursuant to Section 13(a) of the Act, 7 U.S.C. § 13c(a).

12. During the Relevant Period, Pulido has directly or indirectly controlled LOF and LOF’s bank accounts as its Chief Executive Officer (“CEO”) and sole manager. In his capacity as controlling person of LOF, Pulido has not acted in good faith or knowingly induced, directly or indirectly, the acts of LOF that constitute violations of the Act and Regulations. Defendant Pulido is therefore liable for LOF’s violations pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b).

## **II. JURISDICTION AND VENUE**

13. 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.

14. Venue lies properly with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e), because Defendants are found in, inhabit, or transact business in this District, and certain transactions, acts, practices and courses of business alleged in this Complaint occurred or are occurring, or are about to occur within this District, among other places.

### **III. THE PARTIES**

15. Plaintiff **Commodity Futures Trading Commission** is an independent federal regulatory agency charged by Congress with the administration and enforcement of the Act, 7 U.S.C. §§ 1-26, and the Regulations promulgated thereunder, 17 C.F.R. pts. 1-190.

16. Defendant **Roberto Pulido**, also known as Berto Delvanicci, is an individual whose last known address is in Miami, Florida. Pulido, using the name Berto Delvanicci, held himself out in various social media platforms as being the CEO of LOF, and, using the name Roberto Pulido, was listed as the sole manager of LOF in LOF's incorporation papers. Pulido was also the sole signatory to LOF's bank accounts. In at least one instance, Pulido signed an agreement bearing the LOF lion's head logo with a client to trade retail forex on his behalf. Pulido has never been registered with the Commission in any capacity.

17. Defendant **Lions of Forex LLC** is an entity registered to do business in the State of Florida and has never been registered with the Commission in any capacity.

### **IV. OTHER RELATED ENTITY**

18. Berto Delvanicci LLC ("BDLLC") is an entity also registered to do business in the State of Florida and has never been registered with the Commission in any capacity. Pulido

held himself out as the sole owner of BDLLC, was listed as the sole manager of BDLLC in BDLLC's incorporation papers, and was the sole signatory to bank accounts opened in the name of BDLLC. BDLLC has never been registered with the Commission in any capacity.

## V. FACTS

### A. Defendants' Operation of LOF and BDLLC

19. In order to conduct the Retail Forex Fraud Scheme described herein, Pulido used a LOF website and accounts on social media platforms and established bank accounts in the name of LOF and BDLLC over which Pulido had sole control.

#### Incorporation Documents

20. On June 20, 2018, LOF's incorporation documents were filed with the Florida Division of Corporations. According to that filing, Pulido is the sole person authorized to manage LOF; Article III of the incorporation documents states simply "Forex." On October 8, 2019, a Limited Liability Company Reinstatement for LOF was filed with the Florida Division of Corporations. In that filing, Pulido was listed as the Registered Agent and sole Manager of LOF. On January 12, 2022, another Limited Liability Company Reinstatement for LOF was filed with the Florida Division of Corporations and in this filing, Pulido again was listed as the Registered Agent and sole Manager of LOF.

21. On June 6, 2019, incorporation documents for BDLLC were filed with the Florida Division of Corporations. According to that filing, Pulido is the sole Manager and Registered Agent of BDLLC and the email address, [info@ionsofforex@gmail.com](mailto:info@ionsofforex@gmail.com), was listed as the email address to be used for future annual report notifications for BDLLC. Also according to that filing, Article III simply states "consulting, marketing, software."

Defendants' Bank Accounts

22. On or about June 21, 2018, Pulido opened a bank account in the name of LOF at Citibank with a bank account number ending in 5964 ("LOF 5964") for which he was the sole signatory.

23. In account opening documents for LOF 5964, Pulido indicated that he was the President and sole owner of LOF and that LOF was in the business of "mentorship and sales training for marketing and general sales" and also for "educational services for start of businesses (sic)."

24. On or about January 9, 2019, Pulido opened a bank account in the name of LOF at Wells Fargo Bank with bank account number ending in 1228 ("LOF 1228").

25. In account opening documents for LOF 1228, Pulido indicated that he was the sole owner of LOF, that LOF was in the educational services industry, and that LOF offered "consulting business training and sales hospality (sic)."

26. Pulido was the sole signatory of LOF 1228.

27. On or about July 16, 2019, Pulido opened a bank account in the name of BDLLC at Wells Fargo Bank with bank account number ending in 7182 ("BDLLC 7182").

28. In account opening documents for BDLLC 7182, Pulido indicated that he was the sole owner of BDLLC, that BDLLC was in the professional, scientific and technical services industries, and described the business of BDLLC to be that of "software consulting developer."

29. Pulido was the sole signatory of BDLLC 7182.

30. On or about January 20, 2021, Pulido opened a bank account in the name of BDLLC at Citibank with bank account number ending in 3618 ("BDLLC 3618").

31. In account opening documents for BDLLC 3618, Pulido indicated that he was the President and sole owner of BDLLC.

32. Pulido was the sole signatory of BDLLC 3618.

LOF's Website

33. According to LOF's website which was created on or about July 8, 2016, lionsofforex.com, Delvanicci is described as the founder and head trader of LOF. LOF's website further claimed that LOF offered an "exclusive forex trading & mentorship platform . . . by opening the doors to a \$5.3 trillion dollar a day industry" where subscribers to LOF's services would "learn to master the markets with veteran trader Berto Delvanicci." The LOF website also explained that retail forex is traded on margin with a high degree of leverage.

34. LOF's website offered prospective subscribers various investment packages all of which included sending subscribers signals to buy or sell retail forex for a monthly fee. Higher priced packages offered by LOF also included live one on one training with "Berto Delvanicci," daily webinars, and/or "live trading sessions" with "Berto Delvanicci" for which Defendants charged higher monthly fees.

**B. Retail Forex Fraud Scheme**

35. Throughout the Relevant Period, Defendants used multiple means or instrumentalities of interstate commerce, including phone, text messaging, app- and web-based social media platforms, and LOF's website www.lionsofforex.com, to market "Berto Delvanicci" to the public as a highly successful retail forex trader who consistently earned huge profits trading retail forex.

36. Defendants further marketed LOF as a provider of purportedly highly successful trading signal services in order to establish a relationship with prospective clients and ultimately

induce them to send their funds to Defendants for the purported purpose of having Pulido exercise discretion to trade retail forex on their behalf.

37. For example, according to LOF's website, if you subscribe to the LOF's signals service you would "get exclusive access" to retail forex signals from "7-figure trader Berto Delvanicci," LOF's "Founder [and] Head Trader" who had started trading in 2012 and had made a lifetime profit of \$1.7 million. The website further stated that 90% of LOF's retail forex signals were profitable and that LOF's "consistent results speak for themselves (sic)—and our members can definitely agree!"

38. In addition, Pulido—again using the name Berto Delvanicci—posted numerous videos on social media platforms such as YouTube, Facebook and Instagram in which he claimed to have made profits trading according to his own signals. For example, in an Instagram post on or about September 27, 2017, Pulido stated "FOREX TURNED ME INTO A MILLIONAIRE)" and, in a Facebook post on or about November 19, 2017, Pulido stated that "USDJPY IS MY GO TOO (sic) PAIR . . . . THIS IS WHY THE YEN IS TATTOOED ON ME GOT ME TO A MILLION."

39. Beginning in or about January 2019, Pulido began offering the opportunity to prospective clients, which included, in part, LOF subscribers to the signals service, to have Pulido purportedly trade retail forex on their behalf.

40. Pulido falsely guaranteed to clients and prospective clients that they would earn substantial monthly profits by having Pulido or aka "Berto" use his discretion to trade retail forex on their behalf. Pulido also falsely represented to clients and prospective clients that they could withdraw their funds and have them returned at any time. These statements were false at the time they were made and LOF knew that these statements were false. Indeed, clients were



not paid their guaranteed profits as represented and client requests to withdraw and return their funds were ignored or simply refused.

41. A review of the bank accounts where client funds were deposited and/or transferred to (LOF 5964, LOF 1228, BDLLC 7182 and BDLLC 3618, collectively the “Bank Accounts”) revealed that no funds were sent to or received from any trading firms and, instead, as further discussed below, client funds deposited in those Bank Accounts were withdrawn in cash, used to pay Pulido’s personal expenses and used to make debit card purchases.

Client #1

42. In or about early April 2019, a subscriber (“Client #1”) paid \$3,000 for one of LOF’s signals packages via Apple Pay. In or about mid-April 2019, Pulido, representing himself as “Berto,” told Client #1 located in California that if she invested her funds with Defendants, Pulido would use her funds to establish a retail forex trading account in her name and that he would exercise his discretion to trade on her behalf.

43. Pulido guaranteed Client #1 that, through his retail forex trading of her funds, he would pay her monthly profits, as set forth below in Paragraph 46 of the complaint. He also promised her that she could withdraw her funds at any time.

44. Pulido also agreed to add \$3,000 to Client #1’s trading account that Client #1 had previously sent to LOF to purchase its signals subscription service.

45. Pulido directed Client #1 to transfer her funds into LOF 1228 and LOF 5964 and to transfer funds to Defendants via Apple Pay. As a result of Pulido’s promises, Client #1 transferred \$22,000 to Pulido as follows:

- a. between April 25 and 26, 2019, Client #1 deposited a total of in \$4,030 into  
LOF 5964;

- b. between April 23 and 26, 2019, Client #1 deposited a total of \$8,000 into LOF 1228; and
- c. between April 20 and 23, 2019, Client #1 paid approximately \$9,970 to Defendants via Apple Pay.

46. After Client #1 sent her funds to LOF 1228 and LOF 5964, on or about May 5, 2019, Pulido texted Client #1 (“May 5 Text”) a breakdown, by month over a two-year time period, of the profits she was guaranteed to make from Pulido’s trading of retail forex on her behalf. This May 5 Text referred to each month by number and then listed the profits for that month as follows:

“1 \$2,000  
2 \$2,250  
3 \$2,500  
4 \$3,000  
5 \$3,250  
6 \$3,500  
7 \$3,700  
8 \$4,000  
9 \$4,500  
10 \$5,000  
11 \$5,250  
12 \$5,500  
  
1 \$5,700  
2 \$6,000  
3 \$6,200  
4 \$6,500  
5 \$6,700  
6 \$7,000  
7 \$7,200  
8 \$7,500  
9 \$7,700  
10 \$8,000  
11 \$8,200”

47. After Client #1 made her final deposit in April 2019, Defendants then provided a written contract to Client #1 which listed her monthly guaranteed profit (next to a month

number) in the same amount as was listed on the May 5 Text. The contract further stated that Client #1's funds would turn "into a consistent variable return per month" which "is guaranteed and delivered on the 1st of each month" and that the "Term of Investment" was "24 months."

48. The contract also stated that "all trades will be documented and the amount made will be shown for the investor to review monthly."

49. Since the contract, like the May 5 Text, did not include a specific month and year when the stated monthly guaranteed profits would be paid, Client #1 added this information to the contract. Specifically, Client #1 wrote into the contract that the first month of guaranteed profits would begin in June 2019 and continue monthly through May 2021. Client #1 then signed the contract on May 7, 2019 and returned it to Pulido.

50. However, on or about June 1, 2019—the date Client #1 was to receive her first guaranteed monthly profit payment according to the contract—Client #1 texted Pulido, "Hey Berto! [I]t's the 1st, how will we handle the statement and payment?"

51. On or about June 2, 2019, Pulido stated in a text to Client #1 that Pulido "waited to sign the contract [until] June 1st;" that "everything else [in the contract] looks good[,] jus[t] move the dates forward by 1 [month];" and that Client #1's account was "all set up and ready to go."

52. On or about July 9, 2019, when Client #1 had not yet received her monthly guaranteed profit for July, Client #1 texted Pulido and requested that he provide proof that he had paid her the guaranteed monthly profit. In response, Pulido texted Client #1 and stated that "your investments are done through me and I waited on your info you didn't send until later I didn't see your message until recent just want to clarify that sending out[.] Moving forward just understand the game plan cool?"

53. On or about July 12, 2019, when Client #1 still had not received her monthly guaranteed profit for July, she again sent a text to Pulido asking why the profits had not yet been paid. In response, Pulido texted Client #1, “[h]ey don’t [t]hink I forgot about you G[irl]f[riend] got in a[n] accident not home yet bare (sic) with me.”

54. On or about July 13, 2019, Defendants paid Client #1 \$1,860.00 instead of the guaranteed monthly profit for July of \$2,000. When confronted by Client #1 as to why she had not been paid the full guaranteed amount of \$2,000, Pulido stated that he charged a fee for tax purposes.

55. On or about August 1, 2019, Client #1 texted Pulido requesting her guaranteed monthly profit for August. On or about August 3, 2019, when Client #1 still did not receive her monthly payment for August, Client #1 texted Pulido again asking him to send the guaranteed payment. On or about August 4, 2019, Defendants paid \$2,092.50 to Client #1 instead of the full guaranteed amount of \$2,250.

56. On or about August 17, 2019, Client #1 asked Pulido in a text to provide her “with the last two months trades [that Pulido had] made on the account.” Pulido responded by text, “[w]hat do you mean?” and never provided Client #1 with any trading documentation.

57. On or about September 1, 2019, Client #1 texted Pulido requesting her guaranteed monthly retail forex trading profit for September. On or about September 4, 2019, after Client #1 still had not received her guaranteed September payment, Client #1 sent a text to Pulido demanding that her money be returned. She further stated in that text: “Berto your service is the wors[t] I’ve ever experienced. Please send me back my 25k I’m done playing games with you.”

58. Defendants have not paid Client #1 her guaranteed monthly profits for September 2019 or for any of the remaining months pursuant to the contract (October 2019 through May

2020). Nor did Defendants provide any documentation of any trades and profits made by Defendants on behalf of Client #1. Further, in spite of Client #1's repeated requests to return her original investment of \$25,000, Defendants have failed to do so.

59. No funds were deposited into LOF 5964 and LOF 1228 from any trading firms and no funds were transferred from these accounts to any trading firms. Instead, after Client #1 made the deposits into these accounts, the funds were used in large part to make debit card purchases, cash withdrawals, payments to American Express and third parties for jewelry, cable and wireless phone service providers, and transfers to Pulido's personal checking account.

Client #2

60. After observing Pulido's postings on Instagram regarding his retail forex trading, another client "(Client #2") contacted Pulido and beginning in or about May 2019, Pulido offered to trade retail forex on behalf of Client #2 who was located in California. Pulido guaranteed that Defendants would pay Client #2 a "residual income" of between \$5,000 and \$20,000 each month generated by Pulido's successful retail forex trading on Client #2's behalf. Pulido directed Client #2 to transfer funds to LOF 1228.

61. As a result of these representations, between May 9 and 13, 2019, Client #2 transferred a total of \$55,000 to LOF 1228.

62. On or about July 5, 2019, Client #2 transferred an additional \$5,000 to LOF 1228, again, for Pulido to use his discretion to trade retail forex on Client #2's behalf.

63. Defendants have not paid any guaranteed monthly trading profits to Client #2 and Defendants have not returned any of Client #2's funds.

64. Again, no funds were deposited into LOF 1228 from any trading firms and no funds were transferred from this account to any trading firms. Instead, after Client #2 made the

deposits into LOF 1228, Pulido withdrew a large portion of the funds in cash and used the funds to make debit card purchases for food and a car payment.

Client #3

65. Beginning in or about July 2019, Pulido offered to trade retail forex on behalf of another client (“Client #3”) who also was a subscriber. Client #3 was located in Michigan and Pulido guaranteed that Defendants would pay Client #3 monthly profits derived from Pulido using his discretion to trade retail forex on behalf of Client #3. Pulido directed Client #3 to transfer funds to LOF 1228.

66. Defendants and Client #3 entered into a written contract signed by both Pulido and Client #3, bearing the same lion’s head image that appears on LOF’s website, and dated July 12, 2019 which contained the following terms:

- a. “[t]urning \$75,000 into a consistent \$2,000-\$10,000 **RESIDUAL** per month. Promised and delivered on the 1st of each month.” (emphasis in original);
- b. Over a period of 24 months;
- c. “[a]s an Extensive EXPERIENCED Trader we will use our skills to lower almost all risks involved in [forex] trading for assurance;” and
- d. Client #3 would “be able to withdraw your funds with no issue if you decide too (sic) you will need to email me at [InfoLionsOfForex@gmail.com](mailto:InfoLionsOfForex@gmail.com)”.

67. As a result of these representations, Client #3 wired \$75,000 to LOF 1228 on July 15, 2019.

68. On July 15, 2019, the same day that Client #3 wired funds to Defendants, Client #3 changed his mind, decided not to invest with Defendants, and requested via email to [InfoLionsOfForex@gmail.com](mailto:InfoLionsOfForex@gmail.com) that Defendants return his funds. Instead of returning Client #3’s

funds as requested, the very next day—July 16, 2019—Pulido transferred \$70,000 from LOF 1228 to BDLLC 7182 and further used the funds from this account to make debit card purchases, a credit card payment, and to transfer funds to Pulido’s personal checking account. No funds were deposited into LOF 1228 or BDLLC 7182 from any trading firms and no funds were transferred from these accounts to any trading firms.

69. Defendants have never paid Client #3 any guaranteed monthly profits. Nor have Defendants returned any of Client #3’s funds despite repeated requests by Client #3 to do so.

Client #4

70. After observing Pulido’s social media postings regarding his trading of retail forex, another client (“Client #4”) contacted Defendants to subscribe to LOF’s signals trading service. Beginning in or about March 2021, Pulido offered to trade retail forex on behalf Client #4 who was located in Arizona. Pulido promised that he would open up a trading account in the name of Client #4 at a brokerage house where Pulido maintained an account and Client #4’s account will be linked to Pulido’s account. Pulido represented to Client #4 that by linking their accounts, he would make the same retail forex trades in Client #4’s account as Pulido was making in his own account.

71. Pulido guaranteed to Client #4 that he would make profits trading retail forex with Client #4’s funds and represented that he would split those trading profits with Client #4 receiving 50% and Pulido receiving 50% of the profits. Pulido further represented that he would give Client #4 access to view Client #4’s trading account and that Client #4’s guaranteed monthly profits would be paid in either bitcoin or through a bank to bank transfer service.

72. Pulido directed Client #4 to transfer his funds to BDLLC 3618. As a result of these representations, on March 12, 2021, Client #4 transferred \$16,050 to BDLLC 3618.

73. Defendants never paid any guaranteed profits to Client #4 and Defendants never provided Client #4 access to Client #4's purported trading account records.

74. Defendants have not returned any of Client #4's funds in spite of requests by Client #4 to do so including through a letter dated April 14, 2021 demanding the return of his funds sent by Client #4's counsel mailed via certified mail to Pulido.

75. Again, no funds were deposited into BDLLC 3618 from any trading firms and no funds were transferred from this account to any trading firms. Instead, after Client #4 made the deposits into BDLLC 3618, Pulido withdrew a large portion of the funds in cash, wired a portion of the funds to a third party and used the remaining funds to make debit card purchases.

76. At least one of the clients was not an ECP and at least three other clients, upon information and belief, were not ECPs.

## **VI. VIOLATIONS OF THE COMMODITY EXCHANGE ACT AND REGULATIONS**

### **COUNT I**

#### **Violations of Section 4b(a)(2)(A) and (C) of the Act, 7 U.S.C. § 6b(a)(2)(A), (C), and Regulation 5.2(b)(1) and (3), 17 C.F.R. § 5.2(b)(1), (3) (2022) (Retail Forex Fraud Violations)**

77. The allegations set forth in Paragraphs 1 through 76 are re-alleged and incorporated herein by reference.

78. 7 U.S.C. § 6b(a)(2)(A) and (C), in relevant part, makes it unlawful for 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, other than 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 such other person; or (C) willfully to deceive or attempt to deceive



such 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 such other person.

79. Pursuant to Section 2(c)(2)(C)(ii)(I) of the Act, 7 U.S.C. § 2(c)(2)(C)(ii)(I), the retail forex transactions described herein are “subject to” Section 4b of the Act, 7 U.S.C. § 6b, and any exceptions noted in this section are not relevant here.

80. Section 2(c)(2)(C)(iv) of the Act, 7 U.S.C. § 2(c)(2)(C)(iv), states in relevant part that Section 4b of the Act, 7 U.S.C. § 6b, applies to retail forex transactions described herein as if they were contracts of sale of a commodity for future delivery.

81. Section 2(c)(2)(C)(vii) of the Act, 7 U.S.C. § 2(c)(2)(C)(vii), states, in relevant part, that the Act “applies to, and the Commission shall have jurisdiction over, an account . . . that is offered for the purpose of trading . . . in foreign currency” described herein.

82. 17 C.F.R. § 5.2(b), makes it unlawful in relevant part:

[F]or any person, by use of the mails or by any means or instrumentality of interstate commerce, directly or indirectly, in or in connection with any retail forex transaction: (1) To cheat or defraud or attempt to cheat or defraud any person; . . . or (3) Willfully to deceive or attempt to deceive any person by any means whatsoever.

83. As described above, Pulido violated 7 U.S.C. § 6b(a)(2)(A) and (C) and 17 C.F.R. § 5.2(b)(1) and (3) during the Relevant Period by, among other things, falsely guaranteeing profits to clients from trading retail forex on their behalf and falsely representing to clients that they could withdraw their funds and have them returned at any time.

84. Pulido engaged in the acts and practices described above using instrumentalities of interstate commerce, including but not limited to: social media platforms, LOF’s website, texts and other forms of electronic and telephonic communications.

85. LOF willfully aided and abetted Pulido's Retail Forex Fraud Violations by:

1) using its very own LOF website to tout the trading expertise of Berto Delvanicci and to enable Pulido to identify prospective clients to defraud; 2) using its very own LOF's bank accounts to receive client funds that were fraudulently solicited from clients by Pulido; 3) allowing Pulido to use the LOF bank accounts for Pulido's personal use; 4) listing its LOF email address in the contract with client #3 and using the same lion's head image that appears on LOF's website on the contract with client #3; and 5) using its LOF email address to communicate directly with clients who were defrauded. Further, LOF knew that Pulido's statements to clients guaranteeing profits and promising the return of their funds were false. By these acts, LOF knowingly associated itself with this Retail Forex Fraud Scheme and participated in it to make it succeed and thereby willfully aided and abetted Pulido in identifying, targeting and fraudulently inducing clients to invest their funds for the purported purpose of having Pulido use his discretion to trade retail forex on their behalf and providing a false sense of legitimacy to this Retail Forex Fraud Scheme. LOF therefore is liable under Section 13(b) of the Act, 7 U.S.C. § 13c(b), for each separate and distinct occasion on which LOF aided and abetted Pulido in violating 7 U.S.C. § 6b(a)(2)(A) and (C) and 17 C.F.R. § 5.2(b)(1) and (3).

86. Pulido directly or indirectly controls LOF, and did not act in good faith or knowingly induced, directly or indirectly, LOF's violations alleged in this Count, and is thus liable for the Retail Forex Fraud Violations pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b).

87. Pulido engaged in the acts and practices described above willfully or with reckless disregard for the truth.

88. Each act of misrepresenting and omitting material information, including, but not limited to, those specifically alleged herein, constitutes a separate and distinct violation of 7 U.S.C. § 6b(a)(2)(A) and (C).

## COUNT II

### **Violation of Section 4o(1)(A) and (B) of the Act, 7 U.S.C. § 6o(1)(A), (B) (CTA Fraud Violations)**

89. The allegations set forth in Paragraphs 1 through 76 are re-alleged and incorporated herein by reference.

90. 7 U.S.C. § 6o(1)(A) and (B), in relevant part, makes it unlawful for a commodity trading advisor or associated person of a commodity trading advisor, “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.”

91. Pursuant to Section § 2(c)(2)(C)(ii)(I) of the Act, 7 U.S.C. § 2(c)(2)(C)(ii)(I), the retail forex transactions described herein are “subject to” Section 4o of the Act, 7 U.S.C. § 6o, and the exceptions listed in this section are not applicable here.

92. Section 2(c)(2)(C)(vii) of the Act, 7 U.S.C. § 2(c)(2)(C)(vii), states, in relevant part, that the Act “applies to, and the Commission shall have jurisdiction over, an account . . . that is offered for the purpose of trading . . . in foreign currency” described herein.

93. Section 1a(12)(A)(i) of the Act, 7 U.S.C. § 1a(12)(A)(i), provides, in relevant part, that “the term commodity trading advisor means any person who—for compensation or profit, engages in the business of advising others, either directly or through publications, writings, or electronic media, as to the value of or the advisability of trading in—(I) any contract

of sale of a commodity for future delivery, . . . any agreement, contract or transaction described in section 2(c)(2)(C)(i) of the Act.

94. Pulido acted as a CTA and violated 7 U.S.C. § 60(1)(A) and (B), in that, for compensation or profit, and by using the mails or any means or instrumentality of interstate commerce [i.e., by the use of social media platforms, LOF's website, texts and other forms of electronic and telephonic communications], and while engaging in the business of advising others about retail forex trading, he directly or indirectly employed a device, scheme or artifice to defraud clients, or engaged in transactions, practices, or courses of business which operated as a fraud or deceit upon any clients, by among other things, falsely guaranteeing profits to clients from trading retail forex on their behalf and falsely representing to clients that they could withdraw their funds and have them returned at any time.

95. Pulido engaged in the acts and practices described above willfully or with reckless disregard for the truth.

96. LOF willfully aided and abetted Pulido's CTA Fraud Violations by: 1) using its very own LOF website to tout the trading expertise of Berto Delvanicci and to enable Pulido to identify prospective clients to defraud; 2) using its very own LOF's bank accounts to receive client funds that were fraudulently solicited from clients by Pulido; 3) allowing Pulido to use the LOF bank accounts for Pulido's personal use; 4) listing its LOF email address in the contract with client #3 and using the same lion's head image that appears on LOF's website on the contract with client #3; and 5) using its LOF email address to communicate directly with clients who were defrauded. Further, LOF knew that Pulido's statements to clients guaranteeing profits and promising the return of their funds were false. By these acts, LOF knowingly associated itself with this Retail Forex Fraud Scheme and participated in it to make it succeed and thereby

willfully aided and abetted Pulido in identifying, targeting, and fraudulently inducing clients to invest their funds for the purported purpose of having Pulido use his discretion to trade retail forex on their behalf and providing a false sense of legitimacy to this Retail Forex Fraud Scheme. LOF therefore is liable under 7 U.S.C. § 13c(b) for each separate and distinct occasion on which LOF aided and abetted Pulido in violating 7 U.S.C. § § 6o(1)(A) and (B)

97. Pulido directly or indirectly controls LOF, and did not act in good faith or knowingly induced, directly or indirectly, LOF's violations alleged in this Count, and is thus liable for the CTA Fraud Violations pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b).

98. Each act of misrepresenting and omitting material information, including, but not limited to, those specifically alleged herein, constitutes a separate and distinct violation of 7 U.S.C. § 6o(1)(A) and (C).

### **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. Enter an order finding that:

1. Defendants violated Section 4b(a)(2)(A) and(C) of the Act, 7 U.S.C. § 6b(a)(2)(A), (C), and Regulation 5.2(b)(1) and (3), 17 C.F.R. § 5.2(b)(1), (3) (2022); and

2. Defendants violated Section 4o(1)(A), (B) of the Act, 7 U.S.C. § 6o(1)(A), (B).

B. Enter an order of permanent injunction prohibiting Defendants and any of the Defendants' officers, agents, servants, employees, and attorneys and other persons who are in active concert or participation with Defendants, from engaging in conduct

in violation of 7 U.S.C. §§ 6b(a)(2)(A) and (C), 6o(1)(A) and (B), and 17 C.F.R. § 5.2(b)(1) and (3);

- C. Enter an order of permanent injunction restraining, enjoining and prohibiting 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 in 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 (2022)) for his/her/their/its own personal account or for any account in which he/she/they/it has/have a direct or indirect interest;
  3. Having any commodity interests traded on his/her/their/its 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 any commodity interests;
  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/or
  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

(as that term is defined in Section 1a(38) of the Act, 7 U.S.C. § 1a(38)) registered, exempted from registration or required to be registered with the Commission except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2022).

- D. Enter an order directing Defendants, as well as any 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 the acts or practices which constitute violations of the Act and the Regulations, as described herein, and pre- and post-judgment interest thereon from the date of such violations;
- E. Enter an order directing Defendants, as well as any successors thereof, to make full restitution, pursuant to such procedure as the Court may order, to every person who has sustained losses proximately caused by the violations of the Act and the Regulations, as described herein, and pre- and post-judgment interest from the date of such violations;
- 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 them and any client whose funds were received by them as a result of the acts and practices which constituted violations of the Act and the Regulations as described herein;
- G. Enter an order directing Defendants and any successors thereof to pay civil monetary penalties under the Act, in an amount not to exceed the penalty described by Section 6c(d)(1) of the Act, 7 U.S.C. § 13a-1(d)(1) as adjusted for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Improvements Act of 2015, Pub. 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 directing Defendants and any successors thereof to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2412(a)(2); and
- I. Enter an order granting such other and further relief as the Court deems proper.

Sept. 28, 2023

Respectfully submitted,

PLAINTIFF COMMODITY FUTURES  
TRADING COMMISSION

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