

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

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U.S. COMMODITY FUTURES TRADING COMMISSION,)	
)	
Plaintiff,)	CIVIL ACTION NO.
)	
v.)	
)	COMPLAINT FOR INJUNCTIVE
MINTLINE, INC. (FORMERLY KNOWN AS)	AND OTHER EQUITABLE RELIEF
ALLIANCE PRECIOUS METALS, INC.),)	AND CIVIL MONETARY
CINDY VANDIVIER, a/k/a CINDY)	PENALTIES UNDER THE
VANDIVEER, AND PAUL VANDIVIER,)	COMMODITY EXCHANGE ACT
a/k/a PAUL VANDIVEER,)	
)	
Defendants.)	

Plaintiff, U.S. Commodity Futures Trading Commission (“Commission” or “CFTC”), by its attorneys, alleges as follows:

I. SUMMARY

1. From at least July 16, 2011, and continuing through at least April 2013 (the “Relevant Period”), Mintline, Inc. (formerly known as Alliance Precious Metals Group, Inc.) (collectively “Mintline”), by and through the actions of its officers, employees and agents, including, but not limited to Cindy Vandivier (a/k/a Cindy Vandiveer) and Paul Vandivier (a/k/a Paul Vandiveer) (collectively, “Defendants”), defrauded its customers by, among other things, misappropriating customer funds and misrepresenting and omitting material information in connection with illegal, off-exchange retail commodity transactions.

2. Specifically, Defendants purported to sell physical metals, including gold, silver, platinum, and palladium, on a leveraged, margined, or financed basis (“retail metals

transactions” or “financed metals transactions”), as well as on a fully-paid basis (“fully-paid transactions”) to customers located throughout the United States.

3. In fact, Defendants did not purchase, sell, transfer ownership of, deliver, or arrange for storage of any physical metals in connection with the financed metals transactions; rather, Defendants only delivered physical metals in connection with fully-paid transactions in which the customer requested actual delivery.

4. Defendants falsely represented to customers that their precious metals were being held in secured depositories, and fraudulently charged customers interest on purported loans to finance the purchase of the physical metals. In reality, no physical metal was stored for Defendants’ customers and no loans were made to customers to purchase physical metal.

5. Instead of purchasing physical metals for those customers who entered into financed metals transactions, Defendants misappropriated virtually all of the customers’ funds, using a portion of the funds to pay for, among other things, animal, automobile, communication, employee, medical, and shopping expenses. Sometime between January and April 2013, Defendants ceased Mintline’s operations, leaving customers without metals or a return of their funds.

6. By this conduct, Mintline, Cindy Vandivier, and Paul Vandivier have engaged, are engaging, or are about to engage in conduct in violation of 7 U.S.C. §§ 6(a), 6b(a)(2)(A) and (C), and 9(1) (2012), and 17 C.F.R. § 180.1(a) (2013).

7. Cindy Vandivier and Paul Vandivier controlled Mintline throughout the Relevant Period and failed to act in good faith or knowingly induced Mintline’s violations of the Commodity Exchange Act (the “Act”), 7 U.S.C. § 1 *et al.* and CFTC Regulations

("Regulations"), 17 C.F.R. §1.1 *et al.* Therefore, Cindy Vandivier and Paul Vandivier are liable for Mintline's violations pursuant to 7 U.S.C. § 13c(b) (2012).

8. At all relevant times, the acts and omissions of Cindy Vandivier, Paul Vandivier, and others were committed within the scope of their employment, agency, or office with Mintline. Therefore, Mintline is liable under 7 U.S.C. § 2(a)(1)(B) (2012), and 17 C.F.R. § 1.2 (2013), as a principal for the actions and omissions of Cindy Vandivier, Paul Vandivier, and any other employee or agent of Mintline in violation of the Act or Regulations.

9. Accordingly, pursuant to 7 U.S.C. § 13a-1 (2012), the CFTC brings this action to enjoin the Defendants' unlawful acts and practices, to compel their compliance with the Act and Regulations, and to further enjoin them from engaging in any commodity-related activity.

10. In addition, the CFTC seeks restitution and civil monetary penalties and remedial ancillary relief, including, but not limited to, trading and registration bans, disgorgement, rescission, pre- and post-judgment interest, and such other relief as the Court may deem necessary and appropriate.

11. Unless restrained and enjoined by this Court, Defendants likely will continue to engage in the acts and practices alleged in this Complaint and similar acts and practices, as more fully described below.

II. JURISDICTION AND VENUE

12. 7 U.S.C. § 13a-1(a) (2012), authorizes the CFTC to seek injunctive relief against any person whenever it shall appear to the CFTC that such person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of the Act or of any rule, regulation, or order thereunder.

13. The CFTC has jurisdiction over the conduct and transactions at issue in this case pursuant to 7 U.S.C. §§ 2(c)(2)(D) and 13a-1 (2012).

14. Venue properly lies with the Court pursuant to 7 U.S.C. § 13a-1(e) (2012), because Defendants transacted business in this District, and certain transactions, acts, and practices alleged in this Complaint occurred, are occurring, and/or are about to occur within this District.

III. THE PARTIES

A. Plaintiff

15. Plaintiff **U.S. 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 *et seq.* (2012), and the Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* (2014).

B. Defendants

16. Defendant **Mintline, Inc.** was, during the Relevant Period, a Florida corporation with its principal place of business in Coconut Creek, Florida. Mintline was originally incorporated by Cindy Vandivier under the name Alliance Precious Metals Group, Inc. (“Alliance”) in January 2008. In May 2012, Alliance amended its Articles of Incorporation to change its name from Alliance Precious Metals Group, Inc. to Mintline, Inc. Mintline ceased doing business sometime between January and April 2013. Mintline has never been registered with the CFTC in any capacity.

17. Defendant **Cindy Vandivier** is an individual whose last known residence was Coconut Creek, Florida. Cindy Vandivier is the wife of Paul Vandivier. Cindy Vandivier was, throughout the Relevant Period, President, Secretary, and a controlling person of Mintline.

Cindy Vandivier, along with Paul Vandivier, managed and ran the day-to-day operations of Mintline, and opened and controlled Mintline's bank accounts. Cindy Vandivier has never been registered with the CFTC in any capacity.

18. Defendant **Paul Vandivier** is an individual whose last known residence was Coconut Creek, Florida. Paul Vandivier is the husband of Cindy Vandivier. Paul Vandivier, along with Cindy Vandivier, managed and ran the day-to-day operations of Mintline, and opened and controlled Mintline's bank accounts. Between October 1994 and July 1997, Paul Vandivier had a Pending Associated Person status at three separate registered Introducing Brokers. In each instance, the Pending status was either withdrawn or rescinded. Paul Vandivier has no current registration status with the CFTC. In April 2004, Paul Vandivier pleaded guilty to one felony count of organized fraud and was sentenced to six months imprisonment and ten years of probation.

IV. STATUTORY BACKGROUND

19. 7 U.S.C. § 2(c)(2)(D) (2012), gives the CFTC jurisdiction over "any agreement, contract, or transaction in any commodity" that is entered into with, or offered to, a non-eligible contract participant ("ECP") "on a leveraged or margined basis, or financed by the offeror, the counterparty, or a person acting in concert with the offeror or counterparty on a similar basis" ("retail commodity transactions") with respect to conduct occurring on or after July 16, 2011, subject to certain exceptions not applicable here. 7 U.S.C. § 2(c)(2)(D) (2012) makes 7 U.S.C. § 6(a) (2012) applicable to retail commodity transactions "as if" such transactions are contracts for the sale of a commodity for future delivery.

20. The Act defines an ECP, in relevant part, as an individual who has amounts invested on a discretionary basis, the aggregate of which exceeds \$10 million, or \$5 million if the

individual enters into the transaction to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the individual. 7 U.S.C. § 1a(18)(xi) (2012).

V. FACTS

21. Cindy Vandivier incorporated Alliance in Florida on or about January 24, 2008. Alliance operated as a precious metals dealer from that time until approximately May 22, 2012, when Cindy Vandivier filed with Florida an amendment to Alliance's Articles of Incorporation changing Alliance's name to Mintline. All references in this Complaint to Mintline include its activities under the name Alliance during the Relevant Period. Although Alliance operated prior to the Relevant Period, only its activities during the Relevant Period are at issue here.

22. During the Relevant Period, Mintline, by and through the actions of its officers, employees and agents, including, but not limited to Cindy Vandivier and Paul Vandivier, solicited members of the general public through various means, including but not limited to, an internet website, promotional material, and telephone calls, to engage in financed metals transactions. Although Mintline also offered metals on a fully-paid basis, the vast majority of its business was in financed metals transactions. It is only Mintline's financed metals transactions that are at issue here.

23. In its solicitations to customers, Cindy Vandivier and Paul Vandivier, by and through Mintline offered customers the opportunity to purchase physical metals such as gold, silver, platinum, and palladium by depositing a percentage of the metals' purchase price and financing the remainder. Mintline's solicitation materials offered to finance approximately seventy-five per cent of the customer's purchase. Cindy Vandivier and Paul Vandivier, by and

through Mintline, charged customers account fees, commissions and/or fees on transactions, and financing charges for the amount financed.

24. Cindy Vandivier and Paul Vandivier, by and through Mintline, offered to store the purportedly purchased metals on behalf of its customers who engaged in financed metals transactions and to deliver those metals to the customer upon payment in full. With the exception of a few instances which are not the subject of this action, Mintline's customers did not take delivery of their metals. Rather, the vast majority of Mintline's customers were only speculating on price movements of their metals.

25. At least some, if not all, of Mintline's financed metals transaction customers were not ECPs.

26. Contrary to what its customers were led to believe, Cindy Vandivier and Paul Vandivier, by and through Mintline, did not purchase metals on behalf of its financed metals transaction customers; nor did it arrange for or extend, either directly or indirectly, financing for the purchase of metals on behalf of these customers. Nevertheless, Mintline charged customers interest on the financed amount and deducted the interest from customers' accounts.

27. During the Relevant Period, Mintline accepted approximately \$1.569 million from customers in connection with both fully-paid and financed metals transactions. Of this amount, approximately \$1.152 million was accepted from customers in connection with financed metals transactions. Of the total of approximately \$1.569 million accepted by Mintline during the Relevant Period, only approximately \$158,000 was disbursed by Mintline to a company known to engage in the sale of physical metals.

28. Instead of purchasing metals for Mintline's financed metals transaction customers, Defendants misappropriated most, if not all, of the financed metals transaction customers' funds.

29. Upon opening an account with Mintline, customers would either wire their funds directly to a bank account in the name of Mintline (or, prior to approximately May 2012, in the name of Alliance) or provide a check made out to Mintline (or prior to approximately May 2012, made out to Alliance) which was then deposited into Mintline's (or, prior to approximately May 2012, Alliance's) bank account. These bank accounts were opened by Cindy Vandivier and Paul Vandivier and each of them had signatory authority for these accounts.

30. When Mintline received funds from its financed metals transaction customers it did not purchase physical metals on behalf of those customers. Instead, Mintline would simply record the customer's transaction and track the value of the transactions in each customer's account.

31. In fact, once customer funds were deposited into the Mintline bank account (or, prior to approximately May 2012, the Alliance bank account) they were then transferred to a second bank account in the name of Mintline (or, prior to approximately May 2012, in the name of Alliance). These bank accounts were also opened by Cindy Vandivier and Paul Vandivier and each of them had signatory authority for these accounts. Once the funds were transferred to the second account, they were then used (with the exception of \$158,000 paid to a company known to engage in the sale of physical metals) to pay Mintline's operating expenses and to pay for personal expenses of Cindy Vandivier and Paul Vandivier, including, among other things, animal, automobile, communication, employee, medical, and shopping expenses. Checks for these payments were signed by both Cindy Vandivier and Paul Vandivier.

32. At no time during the Relevant Period did Defendants disclose to Mintline's financed metals transaction customers that Mintline was in fact neither financing, purchasing, nor storing actual metals on their behalf, or that Defendants were in fact misappropriating their funds to pay Mintline's operating expenses and the personal expenses of Cindy Vandivier and Paul Vandivier.

33. Sometime between January and April 2013, Mintline ceased its operations. Of the approximately \$1.152 million Mintline accepted from customers in connection with financed metals transactions during the Relevant Period, Defendants returned only approximately \$115,000 to these customers prior to ceasing its operations. Mintline's financed metals transaction customers have suffered approximately \$1.037 million in losses.

34. The conduct described above in paragraphs 1 through 33, including, but not limited to, each act of misappropriation, misrepresentation of omission, each by itself, constitutes a manipulative device, scheme or artifice to defraud.

VI. VIOLATIONS OF THE COMMODITY EXCHANGE ACT

COUNT ONE:

VIOLATIONS OF SECTION 7 U.S.C. § 6b(a)(2)(A) and (C) (2012): FRAUD

35. Paragraphs 1 through 34 of this Complaint are realleged and incorporated herein by reference.

36. 7 U.S.C. § 6b(a)(2)(A) and (C) (2012), in relevant part, make 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, for, 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; or (C) willfully to deceive or attempt to

deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contact for, on behalf of, or with the other person.

37. Defendants cheated or defrauded, or attempted to cheat or defraud, customers in or in connection with retail commodity transactions by: 1) misrepresenting to customers that Mintline purchased and stored physical metals and provided financing to customers for the purchase of physical metals; 2) misappropriating customer funds intended for the purchase of physical metals and using those funds to pay Mintline's operating expenses and to pay for personal expenses of Cindy Vandivier and Paul Vandivier; and 3) failing to disclose that customer funds, rather than being used to purchase metals, were in fact being misappropriated to pay Mintline's operating expenses and to pay for personal expenses of Cindy Vandivier and Paul Vandivier.

38. Defendants made these misrepresentations and failed to disclose material facts knowingly or with a reckless disregard to their truth or falsity, and knowingly or recklessly misappropriated customer funds.

39. Each material misrepresentation or omission, and each misappropriation of customer funds, made during the Relevant Period, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 7 U.S.C. § 6b(a)(2)(A) and (C) (2012).

40. Cindy Vandivier and Paul Vandivier directly or indirectly controlled Mintline and did not act in good faith or knowingly induced, directly or indirectly, the acts constituting Mintline's violations of 7 U.S.C. § 6b(a)(2)(A) and (C) (2012) alleged in this Complaint. Therefore, pursuant to 7 U.S.C. § 13(b) (2012), Cindy Vandivier and Paul Vandivier are liable

for each of Mintline's violations of 7 U.S.C. § 6b(a)(2)(A) and (C) (2012) alleged in this Complaint.

41. The acts and omissions of Cindy Vandivier, Paul Vandivier, and the other officers, employees, or agents of Mintline described in this Complaint were done within the scope of their office, employment, or agency with Mintline. Therefore, Mintline is liable as a principal for each act, omission, or failure of Cindy Vandivier, Paul Vandivier, and the other officers, employees, or agents of Mintline constituting violations of 7 U.S.C. § 6b(a)(2)(A) and (C) (2012), pursuant to 7 U.S.C § 2(a)(1)(B) (2012) and 17 C.F.R. § 1.2 (2013).

**COUNT TWO:
VIOLATION OF 7 U.S.C. § 9(1) (2012) and 17 C.F.R. § 180.1(a) (2013):
FRAUD IN INTERSTATE COMMERCE**

42. Paragraphs 1 through 34 of this Complaint are realleged and incorporated herein by reference.

43. Since August 15, 2011, 7 U.S.C. § 9(1) (2012) and 17 C.F.R. § 180.1(a) (2013) together make it unlawful for any person, in connection with any contract of sale of any commodity in interstate commerce, directly or indirectly to use or employ or attempt to use or employ, any manipulative or deceptive device or contrivance; make, or attempt to make, any untrue or misleading statement of a material fact or to omit to state a material fact necessary in order to make the statements made not untrue or misleading; or engage, or attempt to engage, in any act, practice, or course of business, which operates or would operate as a fraud or deceit upon any person.

44. Defendants violated 7 U.S.C. § 9(1) (2012) and 17 C.F.R. § 180.1(a) (2013) by:
1) misrepresenting to customers that Mintline purchased and stored physical metals and provided financing to customers for the purchase of physical metals; 2) misappropriating customer funds

intended for the purchase of physical metals and using those funds to pay Mintline's operating expenses and to pay for personal expenses of Cindy Vandivier and Paul Vandivier; and 3) failing to disclose that customer funds, rather than being used to purchase metals, were in fact being misappropriated to pay Mintline's operating expenses and to pay for personal expenses of Cindy Vandivier and Paul Vandivier.

45. Defendants made these misrepresentations and omissions knowingly or with a reckless disregard for their truth or falsity, and knowingly or recklessly misappropriated customer funds.

46. Each material misrepresentation or omission made, and each misappropriation of customer funds, between August 15, 2011 and the present, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 7 U.S.C. § 9(1) (2012) and 17 C.F.R. § 180.1(a) (2013).

47. Cindy Vandivier and Paul Vandivier directly or indirectly controlled Mintline and did not act in good faith or knowingly induced, directly or indirectly, the acts constituting Mintline's violations of 7 U.S.C. § 9(1) (2012) and 17 C.F.R. § 180.1(a) (2013) alleged in this Complaint. Therefore, pursuant to 7 U.S.C. § 13(b), Cindy Vandivier and Paul Vandivier are liable for each of Mintline's violations of 7 U.S.C. § 9(1) (2012) and 17 C.F.R. § 180.1(a) (2013) pursuant to 7 U.S.C. § 13(b) (2012).

48. The acts and omissions of Cindy Vandivier, Paul Vandivier, and the other officers, employees, or agents of Mintline described in this Complaint were done within the scope of their office, employment, or agency with Mintline. Therefore, Mintline is liable as a principal for each act, omission, or failure of Cindy Vandivier, Paul Vandivier, and the other

officers, employees, or agents of Mintline constituting violations of 7 U.S.C. § 9(1) (2012) and 17 C.F.R. §180.1(a) (2013) pursuant to 7 U.S.C. § 2(a)(1)(B) (2012) and 17 C.F.R. § 1.2 (2013).

**COUNT THREE:
VIOLATIONS OF 7 U.S.C. § 6(a) (2012):
ILLEGAL OFF-EXCHANGE TRADING**

49. Paragraphs 1 through 34 of this Complaint are realleged and incorporated herein by reference.

50. 7 U.S.C. § 6(a) (2012), in relevant part, makes it unlawful for any person to offer to enter into, execute, confirm the execution of, or conduct any office or business anywhere in the United States for the purpose of soliciting, accepting any order for, or otherwise dealing in any transaction in, or in connection with, a contract for the purchase or sale of a commodity for future delivery unless the transaction is conducted on or subject to the rules of a board of trade that has been designated or registered by the CFTC as a contract market.

51. The transactions described in this Complaint involved commodities as defined by 7 U.S.C. § 1a(4) (2012).

52. The transactions described in this Complaint were offered and entered into on a leveraged or margined basis, or financed by the offeror, the counterparty, or a person acting in concert with the offeror or counterparty on a similar basis, with persons who are not ECPs as defined by the Act. Therefore, pursuant to 7 U.S.C. § 2(c)(2)(D)(iii)(2012), 7 U.S.C. § 6(a)(2012) applies to these transactions as if they were contracts of sale of a commodity for future delivery.

53. As set forth above, from at least July 16, 2011, until at least April 2013, Defendants violated 7 U.S.C. § 6(a) (2012) by offering to enter into, entering into, executing, confirming the execution of, or conducting an office or business in the United States for the

purpose of soliciting or accepting orders for, or otherwise dealing in, transactions in, or in connection with, a contract for the purchase or sale of a commodity for future delivery that were not conducted on or subject to the rules of a board of trade which has been designated or registered by the CFTC as a contract market for such commodity.

54. Each offer to enter into, entrance into, execution, confirmation, solicitation, or acceptance of an order for a retail commodity transaction made during the Relevant Period is alleged as a separate and distinct violation of 7 U.S.C. § 6(a) (2012).

55. Cindy Vandivier and Paul Vandivier directly or indirectly controlled Mintline and did not act in good faith or knowingly induced, directly or indirectly, the acts constituting Mintline's violations of 7 U.S.C. § 6(a) (2012) alleged in this Complaint. Therefore, pursuant to 7 U.S.C. § 13(b) (2012), Cindy Vandivier and Paul Vandivier are liable for each of Mintline's violations of 7 U.S.C. § 6(a) (2012).

56. The acts and omissions of Cindy Vandivier, Paul Vandivier, and the other officers, employees, or agents of Mintline described in this Complaint were done within the scope of their office, employment, or agency with Mintline. Therefore, Mintline is liable as a principal for each act, omission, or failure of Cindy Vandivier, Paul Vandivier, and the other officers, employees, or agents of Mintline constituting violations of 7 U.S.C. § 6(a) (2012) pursuant to 7 U.S.C § 2(a)(1)(B) (2012) and 17 C.F.R. § 1.2 (2013).

V. RELIEF REQUESTED

WHEREFORE, the CFTC respectfully requests that this Court, as authorized by 7 U.S.C. § 13a-1, and pursuant to its own equitable powers, enter:

- A. An order finding that Defendants violated 7 U.S.C. §§ 6(a), 6b(a)(2)(A) and (C) and 9(1) (2012) and 17 C.F.R. § 180.1(a) (2013);

- B. An order of permanent injunction permanently restraining, enjoining and prohibiting Defendants, and any other person or entity associated with them, from engaging in conduct in violation of 7 U.S.C. §§ 6(a), 6b(a)(2)(A) and (C), and 9(1) (2012) and 17 C.F.R. § 180.1(a) (2013);
- C. An order of permanent injunction prohibiting Defendants and any of their successors 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 (2012));
 - 2) Entering into any transactions involving commodity futures, options on commodity futures, commodity options (as that term is defined in 17 C.F.R. § 1.3(hh) (2013)) (“commodity options”), security futures products, swaps (as that term is defined in 7 U.S.C. § 1a(47) (2012), and as further defined by 17 C.F.R. § 1.3(xxx) (2013)) (“swaps”), and/or foreign currency (as described in 7 U.S.C. §§ 2(c)(2)(B) and 2(c)(2)(C)(i) (2012)) (“forex contracts”), for their own personal accounts or for any accounts in which they have a direct or indirect interest;
 - 3) Having any commodity futures, options on commodity futures, commodity options, security futures products, swaps, and/or forex contracts traded or executed on their 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 futures, options on commodity futures, commodity options, security futures products, swaps, and/or forex contracts;

- 5) Soliciting, receiving, or accepting any funds from any person for the purpose of purchasing or selling of any commodity futures, options on commodity futures, commodity options, security futures products, swaps, and/or forex contracts;
 - 6) Applying for registration or claiming exemption from registration with the CFTC in any capacity, and engaging in any activity requiring such registration or exemption from registration with the CFTC except as provided for in 17 C.F.R. § 4.14(a)(9) (2013); and
 - 7) Acting as a principal (as that term is defined in 17 C.F.R. § 3.1(a) (2013)), agent, or any other officer or employee of any person registered, exempted from registration, or required to be registered with the CFTC except as provided for in 17 C.F.R. § 4.14(a)(9) (2013).
- D. Enter an order requiring that Defendants, as well as any of their successors, disgorge to any officer appointed or directed by the Court all benefits received from the acts or practices that constitute violations of the Act and Regulations, as described herein, including, but not limited to, salaries, commissions, loans, fees, revenues and trading profits derived, directly or indirectly, plus pre-judgment interest thereon from the date of such violations, plus post-judgment interest;
- E. Enter an order requiring Defendants, as well as any of their successors, to make full restitution, pursuant to such procedure as the Court may order, to every person or entity whose funds were received or utilized by them in violation of the provisions of the Act and Regulations, as described herein, plus pre-judgment interest thereon from the date of such violations, plus post-judgment interest;

- F. Enter an order directing Defendants and any of their successors, 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 of the customers whose funds were received by them as a result of the acts and practices, which constituted violations of the Act and Regulations, as described herein;
- G. Enter an order requiring Defendants to pay civil monetary penalties under the Act, to be assessed by the Court, in amounts of not more than the greater of: (1) triple their monetary gain for each violation of the Act and Regulations, or (2) \$140,000 for each violation committed on or after October 23, 2008;
- H. Enter an order requiring Defendants to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2412(a)(2) (2012); and
- I. Enter an order providing such other and further relief as this Court may deem necessary and appropriate under the circumstances.

Respectfully submitted,



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