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UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
FT. MYERS DIVISION

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U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS, FLORIDA

U.S. Commodity Futures Trading)
Commission,)
Plaintiff,) Case No: _____
v.)
Dorian A. Garcia, individually and d/b/a)
DG Wealth Management,)
Commodity Projections, and)
PredSyst LLC;)
DG Wealth Management;)
Macroquantum Capital LLC; and)
UKUSA Currency Fund LP,)
Defendants.)
)

2:15-cv-231-FtM-38Cm

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

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

I. SUMMARY

1. This matter involves a fraudulent scheme by Dorian A. Garcia, individually and as principal and controlling person of DG Wealth Management (“DG Wealth”), Macroquantum Capital LLC (“Macroquantum”), UKUSA Currency Fund LP (“UKUSA”) (collectively, “Garcia” or Defendants”), and at least two other unincorporated entities controlled by Garcia, to defraud approximately 80 members of the public (“investors”) of approximately \$4.7 million in

connection with pooled investments in retail off-exchange foreign currency contracts ("forex") on a leveraged or margined basis, commodity options, and a variety of other investment schemes.

2. From at least May 2010 through the present (the "Relevant Period"), when soliciting actual and prospective investors and pool participants, Garcia made misrepresentations and omitted material facts, including but not limited to: (1) falsely promising that their principal was protected with a large, cash collateral account; (2) misrepresenting the total amount of funds managed; (3) falsely reporting historically large profits in existing trading accounts; and (4) that he misappropriated investor funds.

3. During the relevant time, out of the approximate \$4.7 million received from investors, the Defendants returned nearly \$2.1 million to investors in a manner akin to a Ponzi scheme, and, on information and belief, misappropriated at least \$2.5 million of investor funds that Garcia used to pay for his personal and business expenses such as art, domestic help, jewelry, and cash transfers made to Garcia's personal bank accounts. Garcia also issued false account statements to at least one investor, commingled pool participant funds with his personal and business funds in multiple bank accounts, and failed to disclose that his registrations with the Commission had been withdrawn. Garcia also solicited investors to permit him to secretly manage the trading in the investors' individually owned forex accounts although neither Garcia nor any of his companies were ever registered with the Commission as commodity trading advisors ("CTAs").

4. By virtue of this conduct and the conduct further described below, Defendants have engaged, are engaging in, or are about to engage in fraud in violation of the Commodity Exchange Act ("CEA" or "Act"), 7 U.S.C. §§ 1 *et seq.* (2012), and Commission Regulations

(“Regulations”), 17 C.F.R. §§ 1 *et seq.* (2014). In particular, Defendants violated the anti-fraud provisions of the Act in violation of Sections 4b(a)(2)(A)-(C), 4c(b), 4o(1) and 6(c)(1), of the Act, 7 U.S.C. §§ 6b(a)(2)(A)-(C), 6c(b), 6o(1) and 9(1) (2012), and Regulations 4.20(c), 5.2(b)(1)-(3), 33.10, and 180.1, 17 C.F.R. §§ 4.20(c), 5.2(b)(1)-(3), 33.10 and 180.1 (2014), and by failing to register in various capacities, in violation of Sections 2(c)(2)(C)(iii)(I)(cc), 4k(2) and 4m(1) of the Act, 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 6k(2) and 6m(1), and Regulations 3.12 and 5.3(a)(2)(i),(ii), 17 C.F.R. §§ 3.12, 5.3 (a)(2)(i), 5.3(a)(2)(ii) (2014).

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

6. Accordingly, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), the Commission brings this action to enjoin such acts and practices, prevent the dissipation of assets, and compel compliance with the provisions of the Act. In addition, the Commission seeks civil penalties, an accounting, restitution, disgorgement, rescission and such other statutory and equitable relief as the Court may deem necessary or appropriate under the circumstances.

II. JURISDICTION AND VENUE

7. The Court has jurisdiction over this action pursuant to Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a), which provides that, whenever it shall appear to the Commission that any person has engaged in, is engaging in, or is about to engage in any act or practice that constitutes a violation of any provision of the Act or any rule, regulation, or order promulgated thereunder, the Commission may bring an action against such person to enjoin such practice or to enforce compliance with the Act.

8. Venue properly lies 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, or the acts and practices in violation of the Act occurred, are occurring, or are about to occur within this District.

III. PARTIES

9. The U.S. Commodity Futures Trading Commission (“Commission” or “CFTC”) is an independent federal regulatory agency charged by Congress with the responsibility for administering and enforcing the provisions of the Act, 7 U.S.C. §§ 1 *et seq.* (2012) and the Commission’s Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* (2014).

10. Dorian A. Garcia, is 30 years-old, and resides in Naples, Florida. Garcia is the managing member of DG Wealth, the Chief Executive Officer (“CEO”) of Macroquantum, the managing member of UKUSA and the founder of a partnership called Quanttra LP (“Quanttra”), a purported Delaware limited partnership located in New York City. Garcia does business through the fictitious name “DG Wealth Management.” Garcia also conducts business under the name “Commodity Projections” and is the administrator of a Commodity Projections website that was created on August 4, 2011, www.commodityprojections.com. Commencing in approximately April 2014, Garcia informally changed the name of DG Wealth to “PredSyst LLC” and also had a website under that name at www.predsyst.com that is administered by Garcia. Garcia was registered with the Commission as an associated person (“AP”) with Macroquantum from December 9, 2011 until he withdrew that registration on November 14, 2013.

11. **DG Wealth Management** is a partnership registered in the state of Florida on June 21, 2010. Its principal place of business is 999 Vanderbilt Beach Road, Suite 200, Naples, Florida. Garcia registered the fictitious name “DG Wealth Management” with the state of Florida on February 17, 2009. In April 2014, Garcia notified investors that its name was being changed to PredSyst LLC. Later in 2014, Garcia formed Quantra as a “successor” to DG Wealth. Garcia is the managing member of DG Wealth, and a signatory on DG Wealth bank accounts. Garcia also prepared and sent out email solicitations to prospective DG Wealth investors, solicited and accepted funds from DG Wealth investors and controlled all aspects of DG Wealth’s operations. DG Wealth has never been registered in any capacity with the Commission.

12. **Macroquantum Capital LLC** is a Florida limited liability company that was formed on November 9, 2011 as a hedge fund. Its principal place of business is 999 Vanderbilt Beach Road, Suite 200, Naples, Florida, with a secondary office located at 1200 Brickell Avenue, Suite 1950, Miami, Florida. Garcia is the CEO of Macroquantum, which has a website administered by Garcia at <http://macroquantum.com>. Garcia was the sole signatory on Macroquantum’s bank accounts, prepared and sent out email solicitations to prospective Macroquantum clients, solicited and accepted funds from Macroquantum investors, and controlled all aspects of Macroquantum’s operations. On December 9, 2011, Macroquantum became registered as a commodity pool operator (“CPO”) and a forex firm until it withdrew those registrations on December 14, 2013. Macroquantum was CPO and general partner of UKUSA. Macroquantum is not currently registered in any capacity with the Commission. In July 2013, Garcia opened a commodity trading account in the name of Macroquantum at a registered Futures Commission Merchant (“FCM”), but the account was never funded.

13. UKUSA Currency Fund LP is a partnership formed in Delaware on November 10, 2011. Its principal place of business is 999 Vanderbilt Beach Road, Suite 200, Naples, Florida. Garcia is the managing member of UKUSA, which purports to be a commodity pool that trades forex contracts for its pool participants. Garcia was the sole signatory on UKUSA's bank accounts, prepared and sent out email solicitations to prospective UKUSA investors and controlled all aspects of UKUSA's operations. UKUSA has never been registered in any capacity with the Commission. Garcia, through DG Wealth, solicited investors to contribute funds to UKUSA for a pooled investment in forex contracts. On information and belief, few, if any, investors contributed funds to UKUSA and UKUSA never had accounts that traded forex at any registered FCM.

IV. STATUTORY BACKGROUND

14. Section 1a(10) of the Act, 7 U.S.C. § 1a(10) (2012), defines a commodity pool as any investment trust, syndicate or similar form of enterprise operated for the purpose of trading commodity interests.

15. Section 1a(11) of the Act 7 U.S.C. § 1a(11) (2012), defines a CPO, in relevant part, as any person who, for compensation or profit, engages in a business that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and who, in connection therewith, solicits, accepts, or receives from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including any commodity for future delivery, security futures product, swap, or forex agreement, contract, or transaction.

16. Pursuant to Commission Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1)(2014), any person who operates or solicits funds, securities, or property for a pooled investment vehicle that

is not an eligible contract participant ("ECP"), as defined in Section 1a of the Act, 7 U.S.C. § 1a, and that engages in retail forex transactions is defined as a CPO.

17. Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), applies the anti-fraud provisions of the Act and Regulations to agreements, contracts, or transactions in forex.

18. Pursuant to Section 2(c)(2)(C)(iii)(I)(cc) of the Act, 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc), an entity must be registered pursuant to a Commission regulation or rule in order to operate or solicit funds for any pooled investment vehicle that is not an ECP in connection with forex transactions.

19. Section 1a(18) of the Act, 7 U.S.C. § 1a(18) (2012), defines, in relevant part, an ECP as a: (iv) a commodity pool that – (I) has total assets exceeding \$5,000,000; . . . or (xi) an individual who has amounts invested on a discretionary basis, the aggregate of which is in excess of – (I) \$10,000,000; or (II) \$5,000,000 and who enters into the agreement, contract, or transaction in order to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the individual.

V. FACTS

A. Overview of Garcia's Operation and Trading Accounts

20. During the Relevant Period, Garcia operated at least six investment "firms" and pitched at least eleven investment opportunities to potential investors. He operated all of his investment "firms" out of the same virtual office space in Naples, Florida, and generally solicited investors by email, word of mouth or at business or dinner meetings.

21. Garcia's investment offerings included, among other things, participation in at least one forex pool, commodity options investments, and the sale of purported partnership interests and subscriptions to financial analytics tools.

22. During the Relevant Period, Garcia opened a number of accounts for DG Wealth in at least four national banks. Garcia also opened several bank accounts for Macroquantum and UKUSA at one of those banks. Garcia transferred funds among and between the DG Wealth, Macroquantum and UKUSA bank accounts frequently.

23. In May 2009 Garcia opened an account under the name of DG Wealth at a registered FCM and forex firm, Forex Capital Markets LLC ("FXCM"), account number ending #9484. Garcia had sole trading authority to trade this account and traded forex through this account until approximately July 1, 2014. The account remained open with a balance of \$239.93 from July 1, 2014 until it closed on October 20, 2014. The DG Wealth account at FXCM lost approximately \$157,661.51 over the life of the trading account and never had a balance exceeding \$160,775.72, which was on August 5, 2011.

24. On October 6, 2010, Garcia opened a brokerage account in the name of DG Wealth at the securities brokerage E*TRADE, account ending #1482, by depositing \$100,000 on October 15, 2010. Additional deposits totaling \$1,700 were made to the DG Wealth E*TRADE account: \$500 on October 11, 2011 and \$1,200 on December 29, 2011, for a total of \$101,700. Withdrawals made from the E*TRADE account totaled \$119,500, leaving a balance of only \$25.31 since October 2012.

25. Although Garcia may have begun soliciting private investors for DG Wealth as early as March 2010, by at least May 2010, Garcia offered DG Wealth investment strategies that included pooled investments in commodity options and forex contracts, among others, to at least one investor ("pool participant"). Defendants pooled funds it accepted in bank accounts and trading accounts under their ownership and control. However, Defendants used only a small portion of the pooled investors' funds to actually trade forex, futures or options.

26. During the Relevant Period, at least three DG Wealth pool participants did not qualify as ECPs. Further, the commodity pools operated by DG Wealth and Macroquantum did not qualify as ECPs, because none of those pools ever had total assets exceeding \$5,000,000.

27. In May 2010, Garcia began to offer individual investors the opportunity to invest in DG Wealth's "private investment club." He structured these investments as loans from investors to DG Wealth by providing investors with promissory notes in order to make these investments. These investor funds were pooled and used to invest in a variety of investment "programs" or "strategies."

28. Under each of its various strategies, DG Wealth would receive a fee which was a predetermined percentage of the profits earned from the strategy.

29. DG Wealth offered an incentive fee to investors who could secure new investors to join the offered investment pools.

30. DG Wealth investments also included a "lockdown" period during which the investor was prohibited from withdrawing his investment or suffer substantial penalties.

31. By 2013, Garcia was also seeking investors for a forex pool he called UKUSA which was to be operated by Macroquantum and which has a website administered by Garcia at <http://macroquantum.com>. Then, on March 27, 2014, Garcia or employees or agents under his control launched yet another website, this one under the name www.predsyst.com, which offered trading advice to investors. In April 2014, Garcia purportedly changed the name of "DG Wealth" to "Predsyst LLC" and commenced communicating with DG Wealth investors about their DG Wealth investments under the name PredSyst.

32. In October 2014, Garcia began soliciting DG Wealth investors to subscribe to DG Wealth's successor, Quanttra, in order to obtain forex trading research for use when trading their own forex accounts. A website was set up at www.quanttra.com in September 2014.

B. Garcia's Fraud

33. Garcia, who had no proven track record, began fabricating various bank and trading account statements showing multi-million dollar account balances and profits that he provided to prospective investors to entice them to invest in his pools or various investment schemes.

34. Garcia knowingly or recklessly misled, and knowingly or recklessly continues to mislead, prospective investors about the total amount of funds under management. For instance, in May 2010, Garcia sent prospective investor PY wiring instructions for funding his investment by remitting them to Garcia's DG Wealth bank account ending #1838. He also sent PY a statement for this bank account ending #1838 showing a balance of more than \$2.7 million on March 31, 2010. In fact, the account balance on that date was only \$35,016.89.

35. Garcia also knowingly or recklessly misled, and knowingly or recklessly continues to mislead, investors and prospective investors by telling them that their investments would be protected by substantial cash funds in the DG Wealth E*TRADE account ending #1482 while grossly exaggerating the funds on deposit in the E*TRADE account as further described below.

36. Between November 2012 and September 2013, Garcia solicited prospective investor MS with a barrage of emails offering a multitude of investment opportunities, including but not limited to "the DG Wealth Aggressive Program", and the UKUSA foreign currency fund, both of which included forex trading. Garcia also sent MS a promissory note for MS to sign.

37. On September 30, 2013, prospective investor MS sent an email to Garcia asking him to confirm whether the loan structure for making investments meant that they were not a pooled investment and whether the loan was collateralized. Garcia replied by sending MS an email on September 30, 2013 stating: "The investments are within a pool . . . and all programs are protected by a \$13 million cash reserve account held with E*TRADE."

38. To demonstrate the collateralization of the loan, on October 1, 2013, Garcia emailed prospective investor MS a copy of DG Wealth's E*TRADE # 1482 account statement showing a balance of \$13 million for the period from April 1 to June 30, 2013.

39. On February 23, 2013, Garcia sent prospective investor BY an email that summarized eleven different programs, including at least one forex pool and a commodity options program being offered by DG Wealth. Garcia's summary emphasized that each of his offered programs were "backed by an \$8.7 million E*TRADE brokerage account."

40. Garcia's representations to investors and prospective investors MS and BY as set forth above were false and Garcia knew they were false. The sole existing DG Wealth E*TRADE account was the one ending #1482, and from October 2012 forward, the E*TRADE account only had an account balance of \$25.31.

41. Garcia knowingly or recklessly misled, and knowingly or recklessly continues to mislead, investors and prospective investors by misrepresenting to investors that he did not have to be registered to trade for their accounts because he had retained a licensed broker at a registered securities brokerage firm whom Garcia said would actually place the trades for customers' accounts by following Garcia's trading system. On information and belief, Garcia never established any relationship with anyone at the securities brokerage firm he specifically mentioned.

42. Garcia knowingly or recklessly issued or caused to be issued false account statements showing purported forex pool profits to investors and prospective investors by giving investors and prospective investor's copies of statements from DG Wealth's FXCM forex trading account ending #9484 with exaggerated account balances and reported profits.

43. For example, via email, Garcia sent:

- (a) Prospective investors, including BY and MS, a copy of a DG Wealth account statement ending #9484 at FXCM dated October 26, 2012, that purported to show an ending balance of \$30,922,026.06;
- (b) Investors, including ZL, and prospective investors, including MS, a copy of the DG Wealth account ending #9484 statement at FXCM that purported to show profits of \$896,605.37 for the period from May 1 – May 14, 2013 and an account balance of \$4,004,838.55;
- (c) Investors, including ZL, a copy of the DG Wealth account ending #9484 statement at FXCM for May 28, 2013, that purported to show an account balance of \$4,819,272.44; and
- (d) Prospective investor BY a copy of an FXCM account statement for DG Wealth's account ending #9484 for the period from March 27, 2014 to April 3, 2014 that purported to show a profit of \$243,744.40 for the period with a current account balance of \$823,634.31.

44. In fact, Garcia's claims about the account balances and earned profits in the DG Wealth account ending #9484 as reflected in the statements he sent to investors and prospective investors were entirely false. The DG Wealth account ending #9484 was the only FXCM account held by DG Wealth and never had a balance higher than its balance on August 5, 2011 of \$160,775.75. Further, actual FXCM account statements show the following:

- (a) On October 26, 2012, at approximately 6:23 PM, the DG Wealth FXCM account had an ending balance of \$10,253.16;
- (b) For the period May 1, 2013 at approximately 5:00 PM through May 14, 2013 at approximately 5:36 PM, the DG Wealth FXCM account showed a profit of \$930.67 with fees and an ending balance of \$4,007.27;
- (c) On May 28, 2013 at approximately 1:09 PM, the DG Wealth FXCM account had a balance of \$4,819.44; and

(d) For the period from March 27 at approximately 5:00 PM through April 3, 2014 at approximately 11:58 AM, the DG Wealth FXCM account showed a profit of \$234.40 and had an ending balance of \$821.31.

45. Garcia knowingly or recklessly issued or caused to be issued false account statements showing purported forex and commodity option pool profits to at least one investor by emailing statements from DG Wealth with exaggerated account balances and reported profits.

46. For example, Garcia sent investor ZL the following three emails:

- (a) an email dated October 29, 2013 indicating that ZL's \$100,000 "Ultra-Aggressive" [forex trading] account has a value of \$155,000;
- (b) an email dated November 23, 2013, indicating that ZL's Options tier 1 [oil options] investment of "\$30,000, maturing 1.23.14, has a value of \$39,000;" and
- (c) an email dated April 5, 2014, stating that ZL's oil [options] \$125,000 investment had a value of \$212,500.

47. The account statements described above are false in that the Defendants only had one forex account with an account balance of \$8,250.08 on October 29, 2013. Further, none of the Defendants had commodity options accounts at any registered FCM during the Relevant Period where oil options would have been traded.

C. Garcia Misappropriated Investor Funds

48. On information and belief, the Defendants received approximately \$4.7 million from approximately 80 investors, returned nearly \$2.1 million to investors and misappropriated at least \$2.5 million of investor funds. Garcia used the misappropriated funds to pay for his personal and business expenses and also made cash transfers to his personal bank accounts.

49. An illustration of Garcia's misappropriation involves an investment made on January 2, 2014, when ZL invested \$125,000 with Garcia by sending a wire to DG Wealth's bank account number ending #3595, as had been directed by Garcia. This investment was for

trading in oil options to be done by DG Wealth and was made pursuant to a promissory note that was set to mature on April 1, 2014.

50. On April 5, 2014, Garcia sent ZL an email and confirmed for him that this \$125,000 investment in oil options had matured. However, Garcia said that he was unable to pay ZL immediately the proceeds from this oil options investment.

51. On April 29, 2014, Garcia sent an email to ZL stating that due to an investigation, he was returning all capital to non-accredited investors and warned that some of the investments "might not run to their maturities some might lose current value."

52. In the following months, Garcia sent two statements to ZL purportedly showing accounts that had funds on deposit for the repayment of investors. However, Garcia also sent emails to ZL claiming that he could not make repayment due to an investigation by the Florida Office of Financial Regulation ("FLOFR") which had caused his bank accounts to be put on "hold."

53. Garcia told ZL that he was in the process of bringing back investor funds paid to DG Wealth that he had sent to the Cayman Islands, but that as of August 6, 2014, the repayments could be delayed by 3 to 6 months. He also told ZL on August 8, 2014, that "to continue to be able to return funds," Garcia needed to "prevent a deeper look at the firm from regulators."

54. Garcia communicated with ZL on November 5, 2014, by telling him that in order "to make sure that nothing happens that will prevent me from paying," ZL should tell the regulators, if subpoenaed, that the funds he lent to DG Wealth for trading accounts were for "operating purposes not for trading."

55. As of this date, Garcia has not made any payments to ZL to repay him for this investment in oil options, and, on information and belief, Garcia misappropriated most, if not all, of the \$125,000 sum invested by ZL.

56. During the relevant time, funds from at least two investors were deposited into Macroquantum's bank account. On information and belief, those funds were never used for trading and were misappropriated by Garcia for his own business and personal purposes.

D. DG Wealth and Macroquantum Commingled Pool Participant Funds

57. Garcia directed pool participants to wire their funds to DG Wealth bank accounts and to a Macroquantum account to fund their investments. A portion of the pool participants' funds were commingled with Garcia's personal funds and business-related funds in and through various bank accounts.

E. Macroquantum and DG Wealth Operated as CPOs of Forex and Non-Forex Pools and Garcia Acted as an AP of CPOs without Benefit of Registration

58. During the relevant period, Macroquantum and DG Wealth acted as CPOs by soliciting and accepting funds from individuals and pooling those funds for the purpose of trading in pools of either commodity options or forex contracts.

59. Garcia represented to pool participants that his investment strategies included a pool arrangement in which the funds of all investors in an investment strategy would be combined together under a partnership arrangement with a limited number of pool participants in individual strategies. Garcia used emails and other means or instrumentalities of interstate commerce to provide potential pool participants with information and to solicit participants and did so through and continuing into calendar year 2014.

60. During 2014, DG Wealth and Macroquantum accepted funds in interstate commerce by email and wire transmissions for participation in DG Wealth and Macroquantum pooled investment strategies.

61. Although DG Wealth and Macroquantum acted as CPOs during the relevant period, DG Wealth was never registered as a CPO, Macroquantum's registration as a CPO was withdrawn on December 14, 2013, and Garcia, although he acted as an AP of DG Wealth and Macroquantum, withdrew his registration as an AP of CPO Macroquantum on November 14, 2013.

VI. VIOLATIONS OF THE COMMODITY EXCHANGE ACT

COUNT I

Violations of Section 4b(a)(2)(A)-(C) of the Act and Commission Regulation 5.2(b)(1)-(3): Fraud in Connection with Forex Transactions by Fraudulent Solicitation, Misappropriation and Issuance of False Statements (Against All Defendants)

62. The allegations in the foregoing paragraphs are re-alleged and incorporated herein by reference.

63. Sections 4b(a)(2)(A) - (C) of the Act, 7 U.S.C. §§ 6b (a)(2)(A) - (C) (2012), 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 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; and (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. Section 4b(a)(2)(A)-(C) of the Act applies to Defendants' forex transactions "as if" they were a contract of sale of a commodity for future delivery. Section 2(c)(2)(C)(iv) of the Act, 7 U.S.C. § 2(c)(2)(C)(iv).

64. Commission Regulation 5.2(b)(1)-(3) provides that it shall be unlawful for a person by use of the mails, or 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; (2) willfully to make or cause to be made to any person any false report or statement or cause to be entered for any person any false record; or (3) willfully to deceive or attempt to deceive any person by any means whatsoever.

65. During the relevant period, Defendants violated Sections 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. §§ 6b(a)(2)(A) - (C) (2012), and CFTC Regulation 5.2(b)(1)-(3) by, *inter alia*: (1) falsely promising investors that their principal was protected with a large, cash collateral account; (2) misrepresenting the total amount of funds managed; (3) falsely reporting historically large profits in existing trading accounts; (4) misappropriating investor funds for Garcia's personal benefit; and (5) issuing false statements for forex investments to at least one investor.

66. Defendants committed the acts and practices described above using instrumentalities of interstate commerce, including the use of interstate wires for transfer of funds.

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

68. Each act of misrepresentation, misappropriation, omission of material fact and issuance of false account statements to investors showing purported profits in forex accounts,

including, but not limited to, those specifically alleged herein, constitutes a separate and distinct violation of Section 4b(a)(2)(A)-(C) of the Act and Commission Regulations 5.2(b)(1)-(3).

69. The foregoing acts, omissions and failures of Garcia, as well as other employees and agents of DG Wealth, Macroquantum, or UKUSA, occurred and are occurring within the scope of their employment, office or agency with DG Wealth, Macroquantum or UKUSA; therefore DG Wealth, Macroquantum and UKUSA are liable for these acts, omissions and failures pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Commission Regulation 1.2, 17 C.F.R. § 1.2 (2014).

70. Garcia directly or indirectly controls DG Wealth, Macroquantum and UKUSA, and did not act and is not acting in good faith, or knowingly induced and is knowingly inducing, directly or indirectly, the acts constituting DG Wealth's, Macroquantum's and UKUSA's violations, and is thus liable for their violations, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b)(2012).

COUNT II

Violations of Section 4c(b) of the Act and Commission Regulation 33.10(a)-(c): Fraud in Connection with Options Transactions and False Reporting (Against All Defendants)

71. The allegations in the foregoing paragraphs are re-alleged and incorporated herein by reference.

72. Section 4c(b) of the Act, 7 U.S.C. § 6c(b) (2012) and Commission Regulation 33.10(a)-(c), 17 C.F.R. § 33.10(a)-(c) (2014), make it unlawful for any person directly or indirectly – (a) to cheat or defraud or attempt to cheat or defraud any other person, or to deceive or attempt to deceive any other person; (b) to make or cause to be made to any other person any false report or statement thereof or cause to be entered for any person any false record thereof;

(c) to deceive or attempt to deceive any other person by any means whatsoever, in or in connection with an offer to enter into, the entry into, or the confirmation of the execution of, any commodity option transaction.

73. During the relevant period, Defendants violated Section 4c(b) of the Act, 7 U.S.C. §§ 6c(b) (2012) and Commission Regulation 33.10(a) and (c), 17 C.F.R. § 33.10(a),(c) (2014), in that they cheated or defrauded or attempted to cheat or defraud and willfully deceived or attempted to deceive investors by, *inter alia*: (1) falsely promising that their principal was protected with a large, cash collateral account; (2) misrepresenting the total amount of funds managed; (3) falsely reporting historically large profits in existing trading accounts; (4) misappropriating investor funds for Garcia's personal benefit; and (5) issuing false statements for commodity options to at least one investor.

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

75. Each act of misrepresentation, misappropriation, omission of material fact and issuance of false account statements to investors showing purported profits in commodity options accounts, including but not limited to those specifically alleged herein, constitutes a separate and distinct violation of Section 4c(b) of the Act, 7 U.S.C. §§ 6c(b) (2012) and Commission Regulation 33.10(a)-(c), 17 C.F.R. § 33.10(a)-(c) (2014).

76. The foregoing acts, omissions and failures of Garcia, as well as other employees and agents of DG Wealth, Macroquantum, or UKUSA, occurred and are occurring within the scope of their employment, office or agency with DG Wealth, Macroquantum or UKUSA; therefore DG Wealth, Macroquantum and UKUSA are liable for these acts, omissions and

failures pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Commission Regulation 1.2, 17 C.F.R. § 1.2 (2014).

77. Garcia directly or indirectly controls DG Wealth, Macroquantum and UKUSA, did not act and is not acting in good faith, or knowingly induced and is knowingly inducing, directly or indirectly, the acts constituting DG Wealth's, Macroquantum's and UKUSA's violations, and is thus liable for their violations, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b)(2012).

COUNT III

Violations of Section 6(c)(1) of the Act and Regulation 180.1(a): Fraud by Manipulative or Deceptive Devices or Contrivances (Against All Defendants)

78. The allegations in the foregoing paragraphs are re-alleged and incorporated herein by reference.

79. Section 6(c)(1) of the Act, 7 U.S.C. § 9(1), makes it unlawful for any person, directly or indirectly, to use or employ, or attempt to use or employ, in connection with any swap, or a contract of sale of any commodity in interstate commerce, or for future delivery on or subject to the rules of any registered entity, any manipulative or deceptive device or contrivance in contravention of any Commission rule or regulation.

80. Regulation 180.1(a), 17 C.F.R. § 180.1(a) (2014), makes it unlawful, *inter alia*, for any person, directly or indirectly, in connection with any swap, or a contract of sale of any commodity in interstate commerce, or for future delivery on or subject to the rules of any registered entity, to intentionally or recklessly use or employ, or attempt to use or employ, any manipulative device, scheme, or artifice to defraud; 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 on any person.

81. During the relevant period, Defendants violated Section 6(c)(1) of the Act, 7 U.S.C. § 9(1) (2012), and Regulation 180.1(a), 17 C.F.R. § 180.1(a) (2014), by employing manipulative or deceptive devices or contrivances in connection with commodities for future delivery on or subject to the rules of a registered entity, including: (1) falsely promising that their principal was protected with a large, cash collateral account; (2) misrepresenting the total amount of funds managed; (3) falsely reporting historically large profits in existing trading accounts; (4) misappropriating investor funds for Garcia's personal benefit; and (5) issuing false statements for commodity options and forex investments to at least one investor.

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

83. Each act of employing a manipulative or deceptive device or contrivance, including, but not limited to, those specifically alleged herein, is alleged as a separate and distinct violation of Section 6(c)(1) of the Act, 7 U.S.C. § 9(1), and Regulation 180.1(a), 17 C.F.R. § 180.1(a) (2014).

84. The foregoing acts, omissions and failures of Garcia, as well as other employees and agents of DG Wealth, Macroquantum, or UKUSA, occurred and are occurring with the scope of their employment, office or agency with DG Wealth, Macroquantum or UKUSA; therefore DG Wealth, Macroquantum and UKUSA are liable for these acts, omissions and failures pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Commission Regulation 1.2, 17 C.F.R. § 1.2 (2014).

85. Garcia directly or indirectly controls DG Wealth, Macroquantum and UKUSA, did not act and is not acting in good faith, or knowingly induced and is knowingly inducing, directly or indirectly, the acts constituting DG Wealth's, Macroquantum's and UKUSA's violations, and is thus liable for their violations, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b)(2012).

COUNT IV
Violations of Section 4o of the Act, 7 U.S.C. § 6o:
Fraud by a Commodity Pool Operator
(Against Garcia, DG Wealth and Macroquantum)

86. The allegations in the foregoing paragraphs are re-alleged and incorporated herein by reference.

DG Wealth and Macroquantum Acted as CPOs

87. A CPO is defined in Section 1a (11) of the Act, 7 U.S.C. § 1a(11) (2012), 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, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise for the purpose of trading in commodity interests, including any –

- (I) commodity for future delivery;
- (II) agreement, contract, or transaction described in section 2(c)(2)(C)(i) . . .;

88. Beginning in at least August 2012 and continuing to the present, Macroquantum and DG Wealth have been operating as CPOs in that they engaged in a business that is of the nature of an investment trust, syndicate or similar form of enterprise, and in connection therewith, solicited, accepted, or received funds, securities, or property from others for the purpose of trading commodity options and from non-ECPs for the purpose of trading forex.

Garcia Acted as an AP of a CPO

89. Pursuant to Section 4k(2) of the CEA, 7 U.S.C. § 6k(2) (2012), an AP of a CPO is defined as any person associated with a CPO as a partner, officer, employee, consultant, or agent (or any person occupying a similar status or performing similar functions), in any capacity that involves (i) the solicitation of funds, securities, or property for participation in a commodity pool or (ii) the supervision of any person or persons so engaged.

90. Pursuant to Commission Regulation 5.1(d)(2), 17 C.F.R. § 5.1(d)(2) (2015), an AP of a CPO is defined, for purposes of Part 5 of the Commission's Regulations relating to off-exchange forex transactions, as any natural person associated with a CPO, as defined in Commission Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1)(2013), as a partner, officer, employee, consultant or agent who solicits funds on behalf of a CPO, or who supervises any person or persons so engaged.

91. Beginning in at least August 2012 and continuing to the present, Garcia, was an officer and/or agent of Macroquantum and DG Wealth, and acted as an AP of Macroquantum and DG Wealth, in that he solicited and accepted funds, securities, or property from investors for Macroquantum and DG Wealth.

Violations of Section 4o of the Act

92. Section 4o(1)(A) of the Act, 7 U.S.C. § 6o(1)(2012), provides, in relevant part, that it shall be unlawful for a CPO, or an AP of a CPO, by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly "to employ any device, scheme or artifice to defraud any client . . . or prospective client. . . ."

93. Section 4o(1)(B) of the Act, 7 U.S.C. § 6o(1)(2012), provides, in relevant part, that it shall be unlawful for a CPO, or an AP of a CPO, by use of the mails or any means or

instrumentality of interstate commerce, directly or indirectly “to engage in any transaction, practice, or course of business which operates as a fraud or deceit upon any client . . . or prospective client . . .”

94. Section 2(c)(2)(C)(ii)(I) of the CEA, 7 U.S.C. § 2(c)(2)(C)(ii)(I) (2012), states that Section 4o of the CEA, 7 U.S.C. § 6o (2012), applies to pooled investment vehicles that are offered for the purpose of trading, or that trade, any forex agreement, contract, or transaction, and that involve persons or entities who are not ECPs as that term is defined by Section 1a(18) of the Act, 7 U.S.C. § 1a(18) (2012).

95. During the Relevant Period, Macroquantum and DG Wealth (acting as CPOs) and Garcia (acting as an AP) through the use of the mails or other means of instrumentalities of interstate commerce (including through the use of telephone calls and electronic mail with prospective and existing pool participants), violated Sections 4o(1)(A) and (B) of the Act, 7 U.S.C. §§ 6o(1)(A) and (B) (2012), by: (1) misappropriating pool participants’ funds; and (2) making material false statements and omissions to prospective and existing pool participants about their forex and commodity options trading and profitability.

96. Defendants engaged in the acts and practices described herein willfully, knowingly, or with reckless disregard for the truth.

97. Each act of misrepresentation, misappropriation, omission of material facts, including but not limited to, those specifically alleged herein constitutes a separate and distinct violation of Section 4o(1)(A) and (B) of the Act, 7 U.S.C. §§ 6o(1)(A) and (B) (2012).

98. The foregoing acts, omissions and failures of Garcia, as well as other employees and agents of DG Wealth and Macroquantum, occurred and are occurring with the scope of their employment, office or agency with DG Wealth or Macroquantum; therefore DG Wealth and

Macroquantum are liable for these acts, omissions and failures pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Commission Regulation 1.2, 17 C.F.R. § 1.2 (2014).

99. Garcia directly or indirectly controls DG Wealth and Macroquantum, did not act and is not acting in good faith, or knowingly induced and is knowingly inducing, directly or indirectly, the acts constituting DG Wealth's and Macroquantum's and violations, and is thus liable for their violations, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b)(2012).

COUNT V

Violations of Sections 4m(1) and 2(c)(2)(C)(iii)(I)(cc)of the CEA and Commission Regulation 5.3(a)(2)(i):
Failure to Register as a CPO of Forex and Non-Forex Pools
(Against DG Wealth)

100. The allegations in the foregoing paragraphs are re-alleged and incorporated herein by reference.

101. Section 4m(1) of the CEA, 7 U.S.C. § 6m(1) (2012), makes it unlawful for any CPO, unless registered with the CFTC, to make use of the mails or any means or instrumentality of interstate commerce in connection with its business as a CPO.

102. Section 2(c)(2)(C)(iii)(I)(cc) of the CEA, 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) (2012), makes it unlawful for any person, unless registered in such capacity as the CFTC shall determine, to operate or solicit funds, securities, or property for any pooled investment vehicle that is not an ECP as defined in Section 1a(18) of the Act, in connection with agreements, contracts, or transactions described in Section 2(c)(2)(C)(i) of the CEA, 7 U.S.C. §2(c)(2)(C)(i) (2012) (leveraged or margined forex transactions), entered into with or to be entered into with a person who is not described in item (aa),(bb), (ee), or (ff) of Section 2(c)(2)(B)(i)(II) of the CEA, 7 U.S.C. § 2(c)(2)(B)(i)(II) (2012) (describing counterparties such as registered FCMs).

103. CFTC Regulation 5.3(a)(2)(i), 17 C.F.R. § 5.3(a)(2)(i) (2015), requires any CPO, as defined by CFTC Regulations (CFTC Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2014), in connection with leveraged or margined forex transactions, to register with the CFTC.

104. DG Wealth has never been registered as a CPO.

105. DG Wealth does not qualify for a CPO registration exemption under either the Act or the CFTC Regulations.

106. DG Wealth throughout the Relevant Period, used the mails, wires, or other instrumentalities of interstate commerce in or in connection with its business as a CPO while failing to register as a CPO and violated Section 4m(1) of the Act, 7 U.S.C. § 6m(1).

107. Each instance of soliciting, accepting, or receiving funds, securities or property from others, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise for the purpose of trading in commodity interests, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Sections 4m(1) of the Act, 7 U.S.C. § 6m(1) (2012).

108. Each instance of soliciting, accepting, or receiving funds, securities or property from others, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise for the purpose of trading in forex, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Section 2(c)(2)(C)(iii)(I) (cc) of the CEA and Commission Regulation 5.3(a)(2)(i).

109. Garcia directly or indirectly controls DG Wealth and did not act and is not acting in good faith, or knowingly induced and are knowingly inducing, directly or indirectly, the acts constituting DG Wealth's violations, and is thus liable for DG Wealth's violations, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b)(2012).

COUNT VI

Violations of Sections 2(c)(2)(C)(iii)(I)(cc), 4k(2) and Regulations 3.12 and 5.3(a)(2)(ii)
Failure to Register as an AP of a CPO
(Against Garcia and DG Wealth)

110. The allegations in the foregoing paragraphs are re-alleged and incorporated herein by reference.

111. Section 4k(2) of the CEA, 7 U.S.C. § 6k(2) (2012), and CFTC Regulation 5.3(a)(2)(ii), 17 C.F.R. § 5.3(a)(2)(ii) (2014), require registration with the CFTC for any person who is associated with a CPO as a partner, officer, employee, consultant, or agent (or any person occupying a similar status or performing similar functions), in any capacity that involves the solicitation of funds, securities, or property for participation in a commodity pool or the supervision of any person or persons so engaged.

112. Section 4k(2) of the CEA, 7 U.S.C. § 6k(2)(2012), also makes it unlawful for any CPO to permit any person not registered with the CFTC as required to become or remain associated with the CPO in any capacity described in the preceding paragraph when the CPO knew or should have known that such person was not registered with the CFTC or that such registration had expired, been suspended (and the period of suspension has not expired), or been revoked.

113. CFTC Regulation 3.12, 17 C.F.R. § 3.12 (2014), prohibits any person from being associated with a CPO as an AP unless that person shall have registered with the CFTC as an AP of that sponsoring CPO.

114. Section 2(c)(2)(C)(iii)(I)(cc) of the CEA, 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) (2012), makes it unlawful for any person, unless registered in such capacity as the CFTC shall determine, to operate or solicit funds, securities, or property for any pooled investment vehicle

that is not an ECP in connection with agreements, contracts, or transactions described in Section 2(c)(2)(C)(i) of the CEA, 7 U.S.C. § 2(c)(2)(C)(i) (2012) (leveraged or margined forex transactions), entered into with or to be entered into with a person who is not described in item (aa), (bb), (ee), or (ff) of Section 2(c)(2)(B)(i)(II) of the CEA, 7 U.S.C. § 2(c)(2)(B)(i)(II) (2012) (describing counterparties such as registered FCMs).

115. Garcia was registered as an AP of a CPO from December 9, 2011 until he withdrew that registration on November 14, 2013.

116. Garcia, after his registration as an AP of a CPO was withdrawn on November 14, 2013: (i) solicited funds, securities, or property for participation in a pool of commodity options or forex investments operated by DG Wealth and Macroquantum and/or supervised persons so engaged; and (ii) operated or solicited funds, securities, or property for the DG Wealth pooled investment vehicles, which were not ECPs, in connection with off-exchange leveraged or margined forex contracts or transactions. These actions violated Sections 2(c)(2)(C)(iii)(I)(cc) and 4k(2) of the CEA, 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 4k(2) (2012) and CFTC Regulations 3.12 and 5.3(a)(2)(ii), 17 C.F.R. §§ 3.12, 5.3(a)(2)(ii) (2014).

117. By permitting Garcia to remain associated with DG Wealth, a CPO, in the capacity described in the preceding paragraph, when the CPO knew or should have known that Garcia was not registered with the CFTC or that such registration had been withdrawn, DG Wealth violated Section 4k(2) of the CEA, 7 U.S.C. § 6k(2)(2012).

COUNT VII

Violations of Regulation 4.20(c)
Commingling of Pool Funds
(Against DG Wealth and Macroquantum)

118. The allegations in the foregoing paragraphs are re-alleged and incorporated herein by reference.

119. CFTC Regulation 4.20(c), 17 C.F.R. § 4.20(c) (2015), prohibits a CPO from commingling the property of any pool it operates with the property of any other person.

120. During the Relevant Period, DG Wealth and Macroquantum, while acting as CPOs, violated CFTC Regulation 4.20(c) by commingling the property of the commodity options and forex pools with the property of other persons or entities.

121. Garcia directly or indirectly controls DG Wealth and Macroquantum, did not act and is not acting in good faith, or knowingly induced and is knowingly inducing, directly or indirectly, the acts constituting DG Wealth's and Macroquantum's violations, and is thus liable, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012).

VII. 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, enter:

A. An order finding: all Defendants liable for violating Sections 4b(a)(2)(A)-(C), 4c(b) and 6(c)(1) of the Act, 7 U.S.C. §§ 6b(a)(2)(A)-(C), 6c(b) and 9(1) (2012) and Regulations 5.2(b)(1)-(3), 33.10 and 180.1, 17 C.F.R. §§ 5.2(b)(1)-(3), 33.10 and 180.1 (2014); Defendants Garcia, DG Wealth and Macroquantum liable for violating Section 4o(1) of the Act, 7 U.S.C. § 6o(1); Defendant DG Wealth liable for violating Section 4m(1) of the Act, 7 U.S.C. § 6m(1) (2012) and Regulation 5.3(a)(2)(i), 17 C.F.R. § 5.3(a)(2)(i) (2014); Defendants Garcia and DG

Wealth liable for violating Sections 2(c)(2)(C)(iii)(I)(cc) and 4k(2) of the Act, 7 U.S.C.

§§ 2(c)(2)(C)(iii)(I)(cc) and 6k(2) (2012) and Regulations 3.12 and 5.3(a)(2)(ii), 17 C.F.R.

§§ 3.12 and 5.3(a)(2)(ii) (2014), and Defendants DG Wealth and Macroquantum liable for violating Regulation 4.20(c), 17 C.F.R. § 4.20(c) (2014);

B. Enter a statutory restraining order and order of preliminary injunction pursuant to Section 6c(a) of the Act, as amended, 7 U.S.C. § 13a-1(a) (2006 & Supp. V 2011), restraining the Defendants, and all persons insofar as they are acting in the capacity of Defendants' agents, servants, successors, employees, assigns, and attorneys, and all persons insofar as they are acting in active concert or participation with the Defendants who receive actual notice of such order by personal service or otherwise, from directly or indirectly:

- (1) Destroying, mutilating, concealing, altering, or disposing of any books and records, documents, correspondence, brochures, manuals, electronically stored data, tape records, or other property of Defendants, wherever located, including all such records concerning Defendants' business operations;
- (2) Refusing to permit authorized representatives of the CFTC to inspect, when and as requested, any books and records, documents, correspondence, brochures, manuals, electronically stored data, tape records, or other property of Defendants, wherever located, including all such records concerning Defendants' business operations; or
- (3) Withdrawing, transferring, removing dissipating, concealing, or disposing of, in any manner, any funds, assets, or other property, wherever situated, including, but not limited to, all funds, personal property, money, or securities held in safes or safety deposit boxes and all funds on deposit in any financial institution, bank, or

savings and loan account, whether in the name of Dorian Garcia, DG Wealth Management, Macroquantum or UKUSA and/or any entity under their control;

C. Enter an order directing that the Defendants make an accounting to the Court of all of their assets and liabilities, together with all funds the Defendants received from and paid to any pool participants and other persons in connection with commodity futures, options and forex transactions or purported commodity futures, options and forex transactions, including the names, mailing addresses, email addresses, and telephone numbers of any such persons from they received such funds from February 2009, the date when Garcia began doing business under the fictitious name "DG Wealth Management" to the date of such accounting, and all disbursements for any purpose whatsoever of funds received from pool participants, including salaries, commissions, fees, loans, and other disbursements of money and property of any kind, from February 2009 to the date of such accounting;

D. Enter an order requiring the Defendants to immediately identify and provide an accounting for all assets and property that they currently maintain outside the United States, including, but not limited to, all funds on deposit in any financial institution, futures commission merchant, bank, or savings and loan account held by, under the actual or constructive control of, or in the name of any of the Defendants or any entity under their control, whether jointly or otherwise, and requiring the Defendants to repatriate all funds held in such accounts by paying them to the Registry of the Court, or as otherwise ordered by the Court, for further disposition in this case;

E. Orders of preliminary and permanent injunction prohibiting Defendants, and any other person or entity associated with them from, directly or indirectly, engaging in conduct in violation of Sections 2(c)(2)(C)(iii)(I)(cc), 4b(a)(2)(A)-(C), 4k(2), 4m(1), 4o(1) and 6(c)(1) of

the Act, 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 6b(a)(2)(A)-(C), 6k(2), 6m(1), 6o(1) and 9(1) (2012), and Regulations 3.12, 4.20(c), 5.2(b)(1)-(3), 5.3(a)(2)(i), 5.3(a)(2)(ii), 33.10, and 180.1, 17 C.F.R. §§ 3.12, 4.20(c), 5.2(b)(1)-(3), 5.3(a)(2)(i), 5.3(a)(2)(ii), 33.10 and 180.1 (2014);

F. An Order of preliminary and permanent injunction restraining, enjoining and prohibiting Defendants, and all persons insofar as they are acting in the capacity of their agent, servant, employee, successor, assign, and attorney, and all persons insofar as they are acting in active concert or participation with Defendants who receive actual notice of such order by personal service or otherwise, from directly or indirectly:

1. trading on or subject to the rules of any registered entity, as that term is defined in Section 1a of the Act, as amended, 7 U.S.C. § 1a;
2. entering into any transactions involving commodity interests (as that term is defined in Regulation 1.3(yy), 17 C.F.R. § 1.3 (yy) (2014)), for his own personal account or for any account in which he has a direct or indirect interest;
3. having any commodity interests traded on his 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 Commission Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2014); and/or
7. acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2013)), agent or any other officer or employee of any person or entity 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) (2014);

G. An order requiring the Defendants and any third party transferee and/or successors thereof, to disgorge to any officer appointed or directed by the Court 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 as described herein, including pre-judgment and post-judgment interest;

H. An order requiring Defendants to make restitution to their investors, including pre-judgment interest;

I. An order requiring Defendants to pay civil penalties under the Act, to be assessed by the Court, in amounts of not more than the higher of (1) triple the monetary gain to Defendant for each violation of the Act or (2) \$140,000 for each violation of the Act, occurring on or after October 23, 2008;

J. An order requiring Defendants to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2412(a)(2) (2012); and

K. An Order providing such other and further relief as this Court may deem necessary and appropriate under the circumstances.

Date: _____

Respectfully submitted,
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