

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA  
HARRISBURG DIVISION**

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U.S. COMMODITY FUTURES	)	
TRADING COMMISSION,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CASE NO. _____
	)	
SEAN NATHAN HEALY,	)	
	)	
	)	
Defendant,	)	
	)	
	)	
and	)	
	)	
SHALESE RANIA HEALY, and	)	
SAND DOLLAR INVESTING	)	
PARTNERS, LLC,	)	
	)	
	)	
Relief Defendants.	)	

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

**I. SUMMARY**

1. Since at least May 2008, Sean Nathan Healy (Sean Healy) has engaged in a fraudulent scheme to solicit funds from Chambersburg, Pennsylvania resident Alfred L. Madeira (Madeira), as well as from friends, acquaintances, and

business associates of Madeira and Madeira's attorney, Dillsburg, Pennsylvania resident Thomas Ahrens (Ahrens) (collectively, the Madeira Investors) to invest in, *inter alia*, commodity futures contracts (futures) and commodity options contracts (options). Upon information and belief, approximately 44 investors, most of whom reside in this District, have invested collectively at least \$14 million in Defendant's fraudulent scheme.

2. Sean Healy defrauded these investors by falsely claiming that he would use their funds to trade futures, options, and other instruments on their behalf. Contrary to Sean Healy's claims, he did not use these funds to trade futures, options, and other instruments; rather, Sean Healy misappropriated Madeira's and the Madeira Investors' funds.

3. Sean Healy also made false statements and failed to disclose material facts to Madeira and the Madeira Investors.

4. For example, after Madeira invested funds with Sean Healy, Sean Healy repeatedly assured him that Sean Healy's futures and options trading was earning excellent returns and that distributions of these tremendous trading profits would be made in February 2009.

5. Madeira filed suit against Sean Healy in the U.S. District Court for the Southern District of Florida (*Madeira v. Healy*) and contacted the United States Attorney's Office for the Middle District of Pennsylvania (USAO). Sean Healy

furnished falsified documents to the USAO in response to inquiries, including purported bank records and brokerage account records.

6. During the time that Sean Healy was receiving money from Madeira, Sean Healy and Shalese Rania Healy (Shalese Healy) used that money to purchase numerous luxury vehicles (including multiple Porsches, Lamborghinis, and Ferraris), approximately \$1.4 million worth of jewelry, gold bullion, a \$2.4 million home, and to fund approximately \$2 million in home furnishings and home improvements, including \$500,000 for a home movie theater. He also used that money to lease 2500 square feet of garage space to store the vehicles and to lease a luxury suite at BankAtlantic Arena (where the Miami Heat play basketball).

7. Sean Healy organized an entity known as Sand Dollar. Sean Healy purportedly organized Sand Dollar as a vehicle through which he and Madeira would trade certain futures and options. It appears, however, that while Sean Healy titled certain property under the name of Sand Dollar, it never was used to trade futures or options.

8. By misappropriating investor funds, making false statements and failing to disclose material information to Madeira and either directly or indirectly to the Madeira Investors regarding, among other things, trading activity and profits supposedly generated from that trading, and issuing false written letters to Madeira, Sean Healy violated Section 4b(a)(2)(i)-(iii) of the Commodity Exchange

Act (“Act”) 7 U.S.C. § 6b(a)(2)(i)-(iii) (2006), for conduct that occurred prior to June 18, 2008; Section 4b(a)(1)(A)-(C) of the Act, as amended by the Food, Conservation, and Energy Act of 2008, Pub. L. No. 110-246, Title XIII (the CFTC Reauthorization Act (“CRA”)), § 13102, 122 Stat. 1651 (enacted June 18, 2008), to be codified at 7 U.S.C. § 6b(a)(1)(A), (B), and (C), for conduct that occurred on or after June 18, 2008; Section 4c(b) of the Act, 7 U.S.C. § 6c(b) (2006); and CFTC Regulation (Regulation) 33.10(a)-(c), 17 C.F.R. § 33.10(a)-(c).

9. In addition, Relief Defendants Shalese Healy and Sand Dollar Investing Partners, LLC (Sand Dollar) (collectively, Relief Defendants) each received ill-gotten gains or property as a result of the fraud committed by Healy to which they do not have a legitimate claim and, therefore, must disgorge these funds or relinquish the property.

10. Accordingly, the Commodity Futures Trading Commission (CFTC) brings this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006), to enjoin Defendant’s unlawful acts and practices and to compel his compliance with the Act; the Act, as amended by the CRA; and the Regulations. In addition, the CFTC seeks rescission, restitution, disgorgement, civil monetary penalties, and such other equitable relief as this Court may deem necessary or appropriate.

## II. JURISDICTION AND VENUE

11. This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, which provides that whenever it shall appear to the CFTC 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; the Act, as amended by the CRA; and the Regulations, the CFTC may bring an action in the proper district court of the United States against such person to enjoin such practice, or to enforce compliance with the Act; the Act, as amended by the CRA; and the Regulations.

12. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e), because the acts and practices in violation of the Act; the Act, as amended by the CRA; and the Regulations have occurred and are occurring within this District.

13. Unless restrained and enjoined by this Court, Defendant is likely to engage in the acts and practices alleged in this Complaint or in similar acts and practices, as described more fully below.

## III. THE PARTIES

14. Plaintiff **U.S. Commodity Futures Trading Commission** is an independent federal regulatory agency charged with administering and enforcing the Act, 7 U.S.C. §§ 1 *et seq.* (2006), as amended by the CRA, to be codified at

7 U.S.C. §§ 1 *et seq.*, and the Regulations, promulgated thereunder, 17 C.F.R. §§ 1 *et seq.* (2009).

15. Defendant **Sean Nathan Healy** resides in Weston, Florida. He is a self-described day trader of futures, options, and securities. He has never been registered with the CFTC in any capacity.

16. Relief Defendant **Shalese Rania Healy** resides in Weston, Florida. Her husband is Sean Healy. Defendant and Shalese Healy maintain all (or nearly all) their assets in Shalese Healy's name. Sean Healy directed or otherwise caused all funds received from Madeira and the Madeira Investors to be deposited into a bank account in the name of his wife, Shalese Healy, who had sole signatory authority over the accounts. She is also the sole owner of a \$2.4 million home in Weston, Florida that was purchased with misappropriated investor funds. Further, between October 2008 and January 2009, numerous luxury vehicles were titled in her name. Upon information and belief, Shalese Healy is not employed and has no known sources of income other than the funds she receives from and on behalf of her husband. She has never been registered with the CFTC in any capacity.

17. Relief Defendant **Sand Dollar Investing Partners, LLC**, is a Nevada limited liability company formed on or about July 21, 2008 as a result of a joint venture agreement between Sean Healy and Madeira, Sand Dollar's sole members. At the time of its formation, Sand Dollar's registered address was Madeira's home

address in Chambersburg, Pennsylvania. Defendant used the Sand Dollar entity to title several of the vehicles he purchased with investor funds and caused Sand Dollar to lease warehouse space in which to store the luxury vehicles he purchased using investor funds. Sand Dollar has never been registered with the CFTC in any capacity.

#### **IV. FACTUAL BACKGROUND**

18. Sean Healy and Madeira have been acquainted since approximately 2000. In or around April 2008, Sean Healy contacted Madeira with the purpose of soliciting Madeira to invest his funds with Sean Healy. Specifically, Sean Healy represented to Madeira that he was a successful day trader of futures, options, and securities.

19. From approximately June to August 2008, based on Sean Healy's representations to Madeira of Sean Healy's purported trading success, Madeira, at Sean Healy's instructions, forwarded approximately \$1.2 million to Shalese Healy's Bank of America account. Madeira transmitted these funds with the understanding that Sean Healy would purchase, among other things, certain oil and gold futures and/or options contracts on behalf of Madeira and, perhaps, other individuals. On or about June 18, 2008, Sean Healy faxed to Madeira a handwritten letter representing that Sean Healy had executed, among other things, certain gold and oil futures and/or options trades on Madeira's behalf.

20. On or about June 30, 2008, Sean Healy faxed to Madeira a handwritten letter representing that the oil futures and/or options contracts that Sean Healy had executed on behalf of himself and Madeira had been extremely successful, resulting in a profit of over \$1.1 million for each of them.

21. On or about July 1, 2008, Sean Healy faxed to Madeira a handwritten letter representing that certain additional oil futures and/or options trades Sean Healy had executed on behalf of himself and Madeira also had been extremely successful, resulting in approximately \$1.2 million in “gross value” for each of them.

22. In addition to the handwritten letters, Sean Healy called Madeira numerous times conveying that he had achieved certain trading successes. For example, Sean Healy said, on one particular occasion, “[a]t times, this is almost too easy...there’s times and this is one of the few times in your life that you’re going to see oil go up like this, therefore, you have to take advantage of the opportunity because this only happens like [sic] a once in a lifetime.”

23. At some point after Madeira initially invested his funds with Sean Healy, they discussed the possibility of additional investments by Madeira and investments from third parties. With the prospect of receiving additional funds, particularly funds from third parties, for additional futures and options trades, Sean Healy suggested to Madeira the formation of Sand Dollar, which would be used to

conduct the actual trading. Upon information and belief, Sand Dollar did no futures or options trading.

24. In early August, 2008, Madeira met Sean Healy in person in Hollywood, Florida. During these meetings, Sean Healy represented to Madeira that Sean Healy's trading account, placed with a broker Sean Healy referred to only as "Andy" (Andy Account), totaled more than \$79 million as of August 6, 2008. Madeira was supposedly entitled to fifty percent of this amount. According to Sean Healy, however, the Andy Account had a 90-day trading restriction imposed upon it by regulators because of a technically improper trade conducted by Sean Healy; therefore, Sean Healy told Madeira that the distribution on any gains in the Andy Account would occur on or about February 1, 2009.

25. Shortly after Sean Healy told Madeira of the purported extraordinary profits they had earned, Sean Healy told Madeira that he had a connection with a commodities trader, identified as "Matt," who could turn \$1.5 million into \$16 million by trading gold futures and/or options.

26. Enticed by this prospect and Sean Healy's supposed extraordinary trading success, Madeira and Ahrens raised an additional \$13.2 million from the Madeira Investors, giving that money to Sean Healy to use to trade futures and options. Madeira Investors' funds were supposedly held in an account traded by Matt (Matt Account).

27. In or about December 2008, Sean Healy told Madeira that the Andy Account was transferred to Matt's firm supposedly to ease custodial arrangements. After the purported transfer, Matt's firm supposedly held the Andy Account, the Matt Account, and a third account that invested in financial products other than futures and options. The supposed aggregate value of these three accounts was \$160 million.

28. At no time did Sean Healy provide any account statements or identifying information regarding the accounts traded by Matt to Madeira or the Madeira Investors.

29. As the February 1, 2009 supposed distribution deadline passed, Madeira arranged a meeting with Sean Healy to discuss the failure to distribute the owed funds. On or about February 11, 2009, Sean Healy assured Madeira that the accounts would be "cleared," and the accounts would be available for distribution on March 2, 2009.

30. On or about March 2, 2009, Sean Healy informed Madeira that there would be no distribution that day, that certain transactions in one of the three accounts purportedly held by Matt were "still open," and that regulators required that certain additional steps be taken with respect to the accounts, which he claimed would be completed several days thereafter.

31. Sean Healy told Madeira that the estimated value of the Matt Account would be affected by open issues regarding trades within that account, but approximately \$30-40 million would be available for distribution on or about March 5, 2009. Sean Healy claimed that the issues in the Matt Account had no effect on either the Andy Account or the third account.

32. On or about March 5, 2009, despite the prior representations of extraordinary gains, Sean Healy informed Madeira that Madeira should not expect distributions of any purported gain in any of the accounts, and any reimbursement of principal would come from Matt's firm.

33. To date, only a small fraction of the investors' principal provided to Sean Healy (and no purported gains) have been returned to Madeira and Madeira Investors. The futures and options trading did not occur as represented by Sean Healy (and likely did not occur at all) and the oral and written representations made by Sean Healy to Madeira regarding purported trading activity and purported trading success were false.

34. During the time that Sean Healy was receiving money from Madeira into Shalese Healy's Bank of American account, Sean Healy and Shalese Healy used money from that account to purchase numerous luxury vehicles, a lease for 2500 square feet of garage space to store the vehicles, approximately \$1.4 million worth of jewelry, gold bullion, a lease on a luxury suite at BankAtlantic Arena

(where the Miami Heat play basketball), a \$2.4 million home, and approximately \$2 million in home furnishings and home improvements, including a \$500,000 home movie theater. It appears, however, that none of the money Sean Healy received from Madeira was ever transferred to any brokerage or commodities trading firms.

35. Sean Healy either knew that his numerous oral and written statements to Madeira regarding his trading activity and profitability were false, or made with reckless disregard of their truth, because he knew that he was misappropriating Madeira's and the Madeira Investors' funds. Sean Healy failed to disclose material information to Madeira and the Madeira Investors, to wit: the fact that he was not trading their funds but rather misappropriating such funds. Sean Healy knew that by omitting such material information he deceived Madeira and the Madeira Investors, or was reckless with regard to whether the failure to disclose such information deceived Madeira and the Madeira Investors.

36. Sean Healy used the Sand Dollar entity to title several of the vehicles he purchased with investor funds and caused Sand Dollar to lease warehouse space in which to store the luxury vehicles he purchased using investor funds.

37. Madeira filed *Madeira v. Healy* in the state of Florida and contacted the USAO for the Middle District of Pennsylvania. Sean Healy furnished falsified documents to the USAO in response to inquiries, including fictitious bank records

and brokerage account records from a representative named “Mike Hein” at a firm called “PCF” and for an account he claims to maintain at Interactive Brokers (Interactive), a futures commission merchant (FCM) registered with the CFTC.

38. PCF is not a registered futures trading firm or broker-dealer. The purported address on the documents produced to the USAO—“398 Lafayette Street, New York, NY”—is either misspelled or nonexistent. Likewise, there is no record of any registered representative by the name of “Mike Hein” or “Michael Hein” at any firm registered with the CFTC or the U.S. Securities and Exchange Commission (SEC).

39. Further, the detail contained in the Interactive records Sean Healy produced to the USAO consisted of activity from two Interactive accounts that appear to have no relationship or connection with Sean Healy or entities associated with Sean Healy.

40. By virtue of his actions, Sean Healy has engaged, or is engaging in violations of Section 4b(a)(2)(i)-(iii) of the Act, 7 U.S.C. § 6b(a)(2)(i)-(iii), for conduct that occurred prior to June 18, 2008; Section 4b(a)(1)(A)-(C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 6b(a)(1)(A)-(C), for conduct that occurred on or after June 18, 2008; Section 4c(b) of the Act, 7 U.S.C. § 6c(b); and Regulation 33.10(a)-(c), 17 C.F.R. § 33.10(a)-(c).

41. Pursuant to federal common law, Shalese Healy and Sand Dollar are relief defendants because they each have received ill-gotten funds or property from Healy's fraudulent conduct to which they do not have legitimate claim and, therefore, must disgorge or relinquish all ill-gotten gains regardless of whether they actually violated the Act; the Act, as amended by the CRA; or the Regulations.

**V. VIOLATIONS OF THE ACT AND REGULATIONS**

**COUNT ONE**

**VIOLATIONS OF SECTION 4b(a)(2)(i)-(iii) OF THE ACT (FOR CONDUCT PRIOR TO JUNE 18, 2008) AND SECTION 4b(a)(1)(A)-(C) OF THE ACT, AS AMENDED BY THE CRA (FOR CONDUCT ON OR AFTER JUNE 18, 2008):  
FRAUD IN CONNECTION WITH FUTURES**

42. The allegations set forth in paragraphs 1 through 41 are re-alleged and incorporated by reference.

43. With respect to conduct occurring prior to June 18, 2008, Section 4b(a)(2)(i)-(iii) of the Act, 7 U.S.C. § 6b(a)(2)(i)-(iii) (2006), 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, made or to be made, for or on behalf of any other person if such contract for future delivery is or may be used for (A) hedging any transaction in interstate commerce in such commodity, or the products or byproducts thereof, or (B) determining the price basis of any transaction in interstate commerce in such commodity, or (C) delivering any such commodity sold, shipped or received in interstate commerce for the fulfillment thereof –

(i) to cheat or defraud or attempt to cheat or defraud such other person;

(ii) willfully to make or caused to be made to such other person any false report or statement thereof, or willfully to enter or caused to be entered for such other person any false record thereof;

(iii) willfully to deceive or attempt to deceive such other person by any means whatsoever in regard to any such order or contract or the disposition or execution of any such order or contract, or in regard to any act of agency performed with respect to such order or contract for such person.

44. With respect to conduct occurring on or after June 18, 2008, Section 4b(a)(1)(A)-(C) of the Act, as amended by the CRA, to be codified at 7 U.S.C.

§ 6b(a)(1)(A)- (C), 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, or other agreement, contract, or transaction subject to paragraphs (1) and (2) of section 5a(g), that is made, or to be made, for or on behalf of, or with, any other person, other than on or subject to the rules of a designated contract market – (A) to cheat or defraud or attempt to cheat or defraud the other person; (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record; (C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person.

45. Beginning in at least May 2008 and continuing through at least March 2009, Defendant (1) misappropriated funds received from Madeira and the Madeira Investors for the purpose of trading futures; (2) solicited investments through fraudulent, material misrepresentations and omissions, including, among other things, misrepresentations and omissions regarding Sean Healy's past and

current trading performance and trading activity; (3) made or caused to be made false reports or statements to Madeira and the Madeira investors who invested money with Sean Healy to trade futures, in violation of Section 4b(a)(2)(i)-(iii) of the Act, 7 U.S.C. § 6b(a)(2)(i)-(iii), with respect to acts or omissions occurring before June 18, 2008, and in violation of Section 4b(a)(1)(A)-(C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 6b(a)(1)(A)-(C), with respect to acts or omissions occurring on or after June 18, 2008.

46. Defendant engaged in the acts and practices described above knowingly or with reckless disregard for the truth.

47. Shalese Healy and Sand Dollar are Relief Defendants. Shalese Healy is the sole signatory on the account Defendant used to accept investor funds from Madeira and the Madeira investors. She is also the sole owner of a \$2.4 million home in Weston, Florida that was purchased with misappropriated investor funds. Between October 2008 and January 2009, twenty-three luxury vehicles were titled in her name. Defendant used the Sand Dollar entity to title several of the vehicles he purchased with investor funds and caused Sand Dollar to lease warehouse space in which to store the luxury vehicles he purchased using investor funds.

48. Each material misrepresentation or omission, false report or statement, or misappropriation including, but not limited, to those specifically alleged herein, is alleged as a separate and distinct violation of Section 4b(a)(2)(i)-(iii) of the Act,

7 U.S.C. § 6b(a)(2)(i)-(iii) with respect to acts occurring before June 18, 2008, and Section 4b(a)(1)(A)- (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 6b(a)(1)(A)- (C), with respect to acts occurring on or after June 18, 2008.

## **COUNT TWO**

### **VIOLATIONS OF SECTION 4c(b) OF THE ACT AND REGULATION 33.10(a)-(c): FRAUD IN CONNECTION WITH OPTIONS CONTRACTS**

49. The allegations set forth in paragraphs 1 through 41 are re-alleged and incorporated herein.

50. Section 4c(b) of the Act, 7 U.S.C. § 6c(b), makes it unlawful to offer to enter into, enter into or confirm the execution of, any transaction involving any commodity regulated under th[e] Act which is of the character of, or is commonly known to the trade as, an "option", "privilege", "indemnity", "bid", "offer", "put", "call", "advance guaranty", or "decline guaranty", contrary to any rule, regulation, or order of the C[FTC] prohibiting any such transaction or allowing any such transaction under such terms and conditions as the C[FTC] shall prescribe.

51. Regulation 33.10, 17 C.F.R. § 33.10, makes it unlawful for any person directly or indirectly—(a) [t]o cheat or defraud or attempt to cheat or defraud any other person; (b) [t]o 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) [t]o 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, the confirmation of the execution of, or the maintenance of, any commodity option transaction.

52. Defendant, in or in connection with offers to enter into, the entry into, the confirmation of the execution of and the maintenance of options transactions (1) misappropriated funds received from Madeira and the Madeira investors for the purpose of trading options; (2) solicited investments through fraudulent, material misrepresentations and omissions, including, among other things, misrepresentations and omissions regarding Sean Healy's past and current trading performance and trading activity; and (3) made or caused to be made false reports or statements to Madeira and the Madeira Investors who invested money with Sean Healy to trade options, in violation of Section 4c(b) of the Act. 7 U.S.C. § 6c(b) and Regulation 33.10(a)-(c), 17 C.F.R. §33.10(a)-(c).

53. Shalese Healy and Sand Dollar are Relief Defendants. Shalese Healy is the sole signatory on the account Defendant used to accept investor funds from Madeira and the Madeira investors. She is also the sole owner of a \$2.4 million home in Weston Florida that was purchased with misappropriated investor funds. Between October 2008 and January 2009, twenty-three luxury vehicles were titled in her name. Defendant used the Sand Dollar entity to title several of the vehicles he purchased with investor funds and caused Sand Dollar to lease warehouse space in which to store the luxury vehicles he purchased using investor funds.

54. Each material misrepresentation or omission, false report or statement, or misappropriation including, but not limited, to those specifically alleged herein,

is alleged as a separate and distinct violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b) and Regulation 33.10(a)-(c), 17 C.F.R. §33.10(a)-(c).

## **VI. RELIEF REQUESTED**

WHEREFORE, the CFTC 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 that Defendant violated Section 4b(a)(2)(i)-(iii), 7 U.S.C. § 6b(a)(2)(i)-(iii) for conduct prior to June 18, 2008; Section 4b(a)(1)(A)-(C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 6b(a)(1)(A)-(C) for conduct on or after June 18, 2008; Section 4c(b) of the Act, 7 U.S.C. § 6c(b); and Regulation 33.10(a)-(c), 17 C.F.R § 33.10(a)-(c).

B. An order of permanent injunction prohibiting Defendant, and any other person or entity associated with them, from engaging in conduct violative of any sections of the Act; the Act, as amended by the CRA; and the Regulations that Defendant allegedly has violated.

C. An order of permanent injunction prohibiting Defendant and any of his agents, servants, employees, assigns, attorneys, and persons in active concert or participation with any Defendant, including any successor thereof, from, directly or indirectly,

1. Trading on or subject to the rules of any registered entity (as that term is defined in Section 1a(29) of the Act, 7 U.S.C. § 1a(29));

2. Entering into any transactions involving futures, options on futures, commodity options (as that term is defined in Regulation 32.1(b)(1)) (“commodity options”), and/or foreign currency (as described in Section 2(c)(2)(C)(i) of the Act as amended by the by the Food, Conservation, and Energy Act of 2008, Pub. L. No. 110-246, Title XIII (the CFTC Reauthorization Act of 2008) § 13101, 122 Stat. 1651 (enacted June 18, 2008) (“forex contracts”) for their own personal account or for any account in which they have a direct or indirect interest;
3. Having any futures, options on futures, commodity options, and/or forex contracts traded 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 futures, options on futures, commodity options, and/or forex contracts;
5. Soliciting, receiving, or accepting any funds from any person for the purpose of purchasing or selling any futures, options on futures, commodity options, and/or forex contracts;
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); and
7. Acting as a principal (as that term is defined in Regulation 3.1(a)), agent or any other officer or employee of any person 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).

D. Enter an order requiring Defendant and Relief Defendants Shalese Healy and Sand Dollar, as well as any successors to Defendant or the Relief Defendants, 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 that constitute violations of the Act; the Act, as amended by the CRA; and the Regulations, as described herein, including pre-judgment interest;

E. Enter an order directing the Defendant and 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 of the investors whose funds were received by them as a result of the acts and practices which constituted violations of the Act; the Act, as amended by the CRA; and the Regulations, as described herein;

F. Enter an order requiring Defendant to make full restitution to every person or entity whose funds Defendant received or caused another person or entity to receive, from the acts or practices that constitute violations of the Act; the Act, as amended by the CRA; and the Regulations, as described herein, and pre- and post-judgment interest thereon from the date of such violations;

G. Enter an order requiring Defendant to pay civil monetary 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; the Act, as amended by the CRA; and the Regulations, or (2) a penalty of \$130,000 for each violation committed between October 23, 2004 and October 22, 2008, or \$140,000 for each violation committed on or after October 23, 2008;

H. Enter an order requiring Defendant to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2412(a)(2) (1994); and

I. Enter an Order providing such other and further relief as this Court may deem necessary and appropriate under the circumstances. Respectfully submitted by,

/s/ Charles D. Marvine  
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Braden M. Perry  
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Dated: July 12, 2009