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10TH CIRCUIT

UNITED STATES COURT OF APPEALS
FOR THE TENTH CIRCUIT

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U.S. COMMODITY FUTURES)
TRADING COMMISSION and)
OKLAHOMA DEPARTMENT OF)
SECURITIES ex rel. IRVING . L)
FAUGHT,)

Case No. 09-CV-1284 (DLR)

10-6276

Plaintiffs - Appellees)

vs.)

PRESTIGE VENTURES CORP., a)
Panamanian corporation,)
KENNETH WAYNE LEE an)
individual,)

Appellants' Second Brief

Defendants - Appellant)

SHEILA M. LEE, an individual,)
DAVID A. LEE, an individual, and)
DARREN A. LEE,)
an individual,)

Relief Defendants - Appellants)

_____)
_____)

Defendant Kenneth Lee and Relief Defendants Darren Lee, Sheila Lee and David Lee (the Lee'), herein file their second brief in response to Appellees Brief.

ADDED STATEMENT OF THE ISSUES

1. Was the District Court proper in granting the amended SRO a day before granting the amended Complaint, therefore, freezing Relief Defendants assets, halfway across the United States in a state with one of the highest unemployment rates in the country, without allowing Relief Defendants a chance to answer the Complaint and have some fairness to protect what rightfully belongs to Appellants?
2. Was the District Court show any discretion by never notifying Defendant Lee, or any of the Relief Defendants in that matter, about any hearing on any of the motions to stay or Motion of Continuance, did the District Court exercise reasonable discretion in denying said motions without granting any Appellant a chance to brief the Court, or much less giving any Appellant a chance to participate in the litigation process?
3. Did the District Court abuse its discretion in disregarding any exhibits, in the District Courts possession, that pertained to any of the alleged 'undisputed facts' that were in the Motion for Summary Judgment, did the

District Court follow judicial protocol by ignoring exhibits from *Pro Se* litigants halfway across the country by granting the Motion for Summary Judgment?

4. Did the District Court exercise reasonable discretion in not compelling the Appellees into participating in the Discovery process, when the District Court was properly notified of the failed participation of the Appellees, not long after the Discovery process allegedly expired, knowing that a *Pro Se* litigant was pleading with the District Court to help get the Appellees to turn over requested documents?

FACTS

Appellees are wary to mention the 6 witness that they coached into filing this civil suit in the first place. In Dexiang Yu's testimony The investors solicited themselves and Darren A. Lee would like to submit into evidence Exhibit A to the Declaration of Dexiang Luo. In paragraph 4, Dexiang testifies, **"I first learned of Kenneth Lee ("Lee"), Simon Yang, and Prestige Ventures Corp. ("Prestige") in approximately 2006 from my family and friends living in or around Oklahoma City, Oklahoma. My family and friends told me that Lee, through Prestige, trades commodities, futures, and stock; that they invested money with Lee and/or Prestige; and that they had made good returns on their**

investments with Lee and/or Prestige.” In paragraph 5, Dexiang testifies, “Based on the trust of my family and friends and their representations that they had been receiving good returns from their investments with Lee and/or Prestige, I decided to invest with Lee and/or Prestige.” Dexiang clearly testifies that he was solicited by his own family members, as were 95% of investors, and the Plaintiffs have continued blindly that Kenneth W. Lee solicited these individuals . Another of the Appellees’ Witness, Susie Southwell, testified in paragraph 6, which Appellants would like to be recognized as Exhibit B, “**I first learned about Lee, Federated, and Prestige in the summer of 2005 when my employers, Zhong Xiang Luo and Ming Yu, told me about an investment opportunity with Lee and his company. Mr. Luo and Ms. Yu told me that they and other investors they knew had gotten consistently positive yields by investing with Lee.**” In paragraph 17 Susie testifies that, “**Because I believed friends were receiving positive yields on investments with Lee and Prestige, I decided to invest with Lee in Prestige.**” Ms. Southwell clearly testifies that Lee, nor Yang, eever solicited her, or spoke with her, before Ms. Southwell was solicited by her colleagues.

I am submitting into evidence Exhibit C to Declaration of Ming Yu. In paragraph 29, Ming testifies, “**My husband and I share our Prestige account**

with several other investors. Together, we invested \$164,415 in one Federated and/or Prestige account with Lee.” Ming is careful not to mention that, along with her husband Zhong Xiang Luo, Ming herself solicited these individuals and not Kenneth Lee, or Simon Yang. These 3 of the 6 declarations clearly state that Ming and her husband had done the soliciting in this case. Appellant Lee is innocent of every Act that Appellees have alleged Kenneth Lee to have violated by soliciting individuals in Oklahoma.

Appellants are submitting Exhibit D, which are trading account statements from the brokerage firm Prestige traded through, that clearly show that profits were made to be paid out to investors.

On December 2, 2009, Kathryn Driscoll with the CFTC manipulated Kenneth Lee into consenting to the District Court’s jurisdiction and agreeing to the terms of a preliminary injunction by telling Mr. Lee that it was the first step towards a settlement. Kenneth Lee is 71 and has had no legal training to by manipulated by a government agent into signing something that is clearly not meant to be working towards a settlement.

On March 30, 2010, the CFTC and ODS submitted the joint status report that Appellees are alleging Lee and Relief Defendants stipulated that the district court had jurisdiction over the subject matter and parties and that the chosen venue

was proper. Nothing was ever correct after approval by Appellants. The first one was a non-jury, the second was changed to a jury, and the final pretrial a week before the trial was a non-jury again. On October 18, 2010, Appellants denied jurisdiction on the report and the Appellees refused to agree to it. Appellants never filed the joint status reports nor were they responsible for the content.

On September 1, 2010, the CFTC and ODS did not file any new facts that had not already been disputed several times during the course of several motions, answers, and brief in their Motion for Summary Judgment. With the failure of the Appellees to participate in the discovery process, it would be incorrect, unlawful, and unjust to be forced to answer something that you are still awaiting information to gain knowledge so that the Appellants may be able to answer the MSJ. It was obvious and the District Court knew that there were material issues of fact remaining to be tried

A. Alleged Solicitations by Kenneth Lee

Kenneth Lee, served 9 years in the Army before volunteering 2 tours in Vietnam, never dropped out of college, flew for Delta Airlines for 5 years, worked in the oil field industry for 5 years, built homes for 6 years around Dallas, Texas from 1980-1986, and then learned to trade successfully working for Edward

D. Jones in 1987. In regards to any Act that the Appellees have alleged that Kenneth Lee solicited pool participants, Appellants would humbly request the Appellate Court to refer to Exhibits A, B, and C. Kenneth Lee never solicited, and the testimonies of 50% of the Appellees witnesses indicate that Kenneth Lee never solicited to any individuals. With Ming Yu running her own pools, collecting peoples money, and soliciting on her own behalf, it is difficult to believe the Appellees figures of customers and amounts. The Appellees claims that pool participants often did not know the difference between the two companies, shows Kenneth Lee had no communication with the alleged pool participants. Kenneth Lee has repeatedly told the Appellees that Kenneth Lee, or P&F, have no knowledge of the Legacy Trading system. If the pool participant did not know which company was which, then all common sense points to Ming Yu, and not Kenneth Lee soliciting and pooling money together. Kenneth Lee does not speak Chinese, or Mandarin, to recruit investors at a Chinese Baptist Church in Oklahoma City, Oklahoma. Ming Yu solicited investors for her own pool that she secretly held under an account with Prestige.

Appellees have claimed that no disclosure documents were signed by any of the alleged investors, and, yet, mention, as fact, that Kenneth Lee supplied Simon Yang with solicitation and disclosure materials. The risk disclosure documents

were discussed with any investor that contacted Kenneth Lee directly. Kenneth Lee agrees that the risk disclosures were supplied to applicants before accounts were authorized through Kenneth Lee.

The Appellees claim of false statements to mislead investors is completely untrue. On May 23, 2003 when the Appellees are claiming the false statement claiming the “Legacy Trading System”, Kenneth Lee and sons were busy putting \$263,904 in the P & F trading accounts. Appellants would like to submit a statement from the trading accounts that Kenneth Lee and sons traded which is Exhibit D. Darren and David Lee had trading authorization to trade accounts that were only Darren and David Lee’s monies through a CQG trading platform with Alaron. In the weeks of May from the 11th to the 31st, Kenneth Lee and sons placed \$547,087 in the P&F trading accounts that Darren Lee, David Lee, and Sheila Lee had authorization over. On June 3, 2003, Relief Defendants placed over \$500,000 in those trading accounts in a single day. Those figures are drastically contrasting the Appellees claims that no profits were ever made by Kenneth Lee, Relief Defendants, and/or P&F, is a fact.

The Appellees claims of the Prestige Marketing materials stating, “[a]mazingly there has been no [sic] a single loos year for Legacy Trading System over the 18-year history.” leaves much to be questioned. Kenneth Lee does not

write, nor speak, with questionable grammar that could very well indicate a foreign dialect.

As for the Appellees claims that Lee was not a successful trader, Appellants would request the respected Court to refer to Exhibit D. The difficult economy created a market that has ruined traditional trading methods. The markets have devolved, rather than evolved, into something that is beyond anyone's control. The Appellees are much better suited to be taking on the exchanges, that pilfer billions of dollars from the industry daily, than ruin citizens lives.

Kenneth Lee is not required to disclose any personal information to any individual. The Fifth Amendment was designed to include Kenneth Lee.

With the information provided above, the question about wether Kenneth Lee solicited any individuals, much less from a Chinese Baptist Church in Oklahoma City, Oklahoma, is seemingly answered. Kenneth Lee did not solicit any individuals and is not guilty of violating any Act or Law claiming that he did solicit individuals illegally.

B. No Investor Money was Misappropriated

The Appellees example is completely false. Ming Yu and several other investors voiced their displeasure with P&F not providing healthcare to its employees and families. Healthcare was insisted upon being put into place and

paid for by investors, i.e. Ming Yu. Lawn care was not paid for with investor funds. Relief Defendants did very well trading the few years that they traded, and the money that earned is rightfully theirs. Those funds that belonged to Relief Defendants purchased the homes, cars, and boats. Appellants would like to submit into evidence, Exhibit E, this is a statement from the account of the Lee family that was traded by a brokerage firm in Panama from 2002 until 2004. The funds from that account were transferred to Prestige to purchase my home when I was to be married four months later. The Receiver received that document on June 9th, 2010. Exhibit E shows the money that my family had before the 'relevant period' of this lawsuit. The accounts were accounts for each member in the Lee family. Kenneth Lee had the sub-account of [REDACTED] Sheila Lee had the sub-account [REDACTED]. Darren Lee had the sub-account of [REDACTED]. David Lee had the sub-account of [REDACTED]. These statements clearly show that Sheila Lee, David Lee, and Darren Lee were able to afford the properties and items that have been unjustly stolen. Bank records from Prestige's Bank of America account correlate with the wire transfers from the account out of Panama. The Receiver has known about those transactions since June 9th, 2010. The receiver refused to acknowledge those wire transfers and showed how biased the Receiver actually was. Appellees have never tried to verify that the statements are real, so

Appellants would like to submit Exhibit F, which is the verification that the company is still around in Panama and does, in fact, exist for the statements to be legitimate and factual.

The Appellees claims of an alleged Ponzi scheme that makes purported payments from other pool participant funds is not true. In the years up until 2006, the markets were very lucrative. Profits were retained to be paid out to investors until no money was remaining to pay out from market crashes, high margins, and unprecedented confusion in the markets.

Appellees claims of Lee admitting to a Ponzi scheme in email to a pool participant is ludicrous. With margins as high as they were when the funds were requested, P&F could not close positions without more capital. There is nothing illegal about those statements or out of 'common' business practices when it is not feasible at that moment to release funds to a customer. The Appellees 'common' business practice resulted in Appellees ignoring several Federal Rules of Civil Procedure, and seemed to force the District Court into allowing 3 illegal depositions taken by the CFTC on Relief Defendants.

C. Sheila Lee Had Private Money in P&F to Purchase Assets

Sheila Lee, an amazing person that is the epitome of 'role-model' and mother, traded commodities in the 1990's when Kenneth Lee was unable to

perform those tasks. Sheila Lee worked as a secretary for Kenneth Lee's business from 1983-1987. Sheila Lee is wife to Kenneth Lee. Sheila Lee has worked hard her entire 49 years from when she was 18. Sheila Lee is a very frugal person that has saved her pennies over those many years. Sheila Lee is entitled to what is rightfully hers. The District Court allowed Sheila Lee's social security money to be taken from her bank account. It is amazing that nobody cares about a district court and Receiver doing that. Sheila Lee is included in the protection of the Social Security Act, and the Social Security Act is designed to protect individuals, like Sheila Lee, from predatory individuals, systems, and governments. Sheila Lee's savings was in an account in Panama and Exhibits E and F show verification of Sheila Lee's funds. Sheila Lee had the account [REDACTED]. Document F is verification that the company in the Panamanian statements is a legitimate brokerage firm that is still active in Panama.

D. Darren Lee Had Private Money in P&F to Purchase Assets

Darren Lee, who is in the fight of his life, performed countless hours every weekday and Sunday nights through the years of 2003-2007. The Appellees contorted the answers of Darren Lee in the unjust deposition in December of 2009. Darren Lee only helped do menial tasks around the house in 2009. Darren Lee told the Appellees, in the unjust deposition, that Darren Lee did that after he no

longer traded with Prestige. Darren Lee informed the Appellees of his personal trading, watching trades throughout the day and night, developing profitable trading formulas, and watching trading software for trading opportunities. Darren Lee did not know of pool participants or any alleged solicitations.

Darren Lee's home on Palmetto Hall was purchased with the money that was Darren Lee's. Darren Lee would request the Court to refer to Exhibits D, E, and F. Exhibit D shows the profitable trades that were made during Darren Lee's time working for Prestige and the extremely valuable services that Darren Lee provided to Prestige. Darren Lee had the account [REDACTED] in Exhibit E. Document F is verification that the company in the Panamanian statements is a legitimate brokerage firm that is still active in Panama. The district court, receiver, and Appellees refused to validate any of the statements and continue to claim that they have not had time to verify statements, since Appellees' reply to Simon Yang's Brief. The statements were submitted to the District Court, Receiver, and Appellees on June 9th, 2010.

E. David Lee Had Private Money in P&F to Purchase Assets

David Lee, who is, also, in the fight of his life, performed countless hours every weekday and Sunday nights through the years of 2003-2007. The Appellees contorted the answers of David Lee in the deposition. David Lee only helped do

menial tasks around the house in 2009 when David Lee no longer worked with Prestige. David Lee informed the Appellees of his personal trading, watching trades throughout the day and night, and watching trading software for trading opportunities. David Lee did not know of pool participants or any alleged solicitations.

David Lee's home on Heathland Way was purchased with the money that was David Lee's. David Lee would request the Court to refer to Exhibits D, E, and F. Exhibit D shows the profitable trades that were made during David Lee's time working for Prestige and the extremely valuable services that David Lee provided to Prestige. David Lee had the account [REDACTED] in Exhibit E. Document F is verification that the company in the Panamanian statements is a legitimate brokerage firm that is still active in Panama.

F. Lee and Relief Defendants' Participation in District Court Proceedings.

I. Were There Material Issues of Facts Remaining to Be Tried?

Darren Lee informed the District Court that it was not right having the Appellees refuse to participate in the Discovery process with plenty of time remaining before the trial was set to begin. The Appellees should have cooperated with the Appellant's requests with the same fervor that the Appellees came after Appellants when it was Appellees turn for discovery requests. The Discovery

Process can never truly expire until the first day of trial, for the best interests of justice to be maintained. There is a tremendous amount of abused discretion by granting a Motion for Summary Judgment against a *Pro Se* family, forced into destitution by the District Court itself, that is getting manipulated through discovery. The District Court didn't feel compelled enough to force the Appellees to participate in the same litigation process. The District Court notes that Lee and Relief Defendant's lacked participation in the process, but it was the District Court that failed to participate in the process of maintaining equality to ensure that the bests interest of justice are maintained.

ii. Lee and Relief Defendants Could Not Afford to Travel 1400 Miles to the Trial

The District Court had known before Darren Lee filed the second Continuance on November 03, 2010, that Defendant Lee and Relief Defendants were destitute. Kenneth Lee wrote several letters to the District Court beginning in March of 2010, stating our inability to attend trial due to assets being frozen and forced into destitution. Appellants are submitting those letters as Exhibits H. With the District Court being notified of new evidence coming from the Plaintiffs a month before the trial date, there is ample amount of time to extend discovery and make sure that the integrity of justice is protected.

Witness Grossman can not factually declare that the unknown investors are not Lee money being transferred. Most of those deposits of the \$1.3 million that the Appellees have 'no idea where it came from' are Lee and Relief Defendants. Kara Mucha of the CFTC claims that \$6.8 million dollars was invested and almost \$5 million dollars returned to investors. The Appellees have not proven themselves to be very trusting when it comes to figures. The lawsuit states \$8.7, Kara Mucha claims \$6.8, and Grossman claimed over \$9 million dollars invested and only \$2 million paid out. These 3 figures are grossly inconsistent, at best, and are only there when the Appellees need one to benefit their one sided practice of litigation.

iii. The District Court Issued an Improper Order Knowing that Rights of Due Process Were Being Violated

If, indeed, the Appellees did not know about the issues of Due Process rights being violated, does not mean that the District Court was not notified of the inability to attend trial. There were misrepresentations and misconduct by the opposing party pertaining to their refusal to turn over discoverable documents and failing to disclose pertinent information that is crucial to the fairness and integrity under what is rightfully the Relief Defendant's rights for a fair trial. The fact that the opposing party maintained those unethical practices throughout the entire time

of the case, with the District Court completely aware of the misconduct and misrepresentations, should not be tolerated by any government agency, or Federal Court. This is not China. This is not Russia. This is not North Korea. The jurisdiction was not proper for the District Court to seize assets a day before granting the amended Complaint. There was no threat for the SRO to be granted. The SRO was just a ploy for the Appellees to keep some *Pro Se* litigants from attending the trial and ringing their voices in court.

iv. Lee's and Relief Defendants' Motions for Reconsideration

The District Court forced the lack of participation upon Appellants. It is unjust for the Appellees to be able to privately give a 'full briefing' to the District Court on why the District Court should not grant that, or any Appellants' Motion for that matter, and not give the same consideration and opportunity to the Appellants. The Appellees lacked the litigation participation when they decided to refuse to participate cooperatively in the discovery process, and, yet, it is the *Pro Se*, destitute Appellants that get scrutinized, have their most basic and civil rights violated, and get completely stripped of what was worked very hard for. For me to see this happen to my parents that are around 70 years old completely disgusts me. It should disgust everybody that the Plaintiffs and district court are trying to get away with this.

SUMMARY OF ARGUMENT

Appellants were unaware that the Appellees decide what the Appellants are appealing. From the Appellants point-of-view, the final judgment being appealed was the Motion for Summary Judgment. The Relief Order is based upon the Motion for Summary Judgment. The Motion for Summary Judgment could not be answered due to the Plaintiffs lack of cooperation in the discovery process and withholding documents that were crucial for Defendant and Relief Defendants discovery and opportunity for a fair trial. Lee and Relief Defendants could not afford to attend the Relief trial because of the denial of the rights of Due Process by the Plaintiffs and District Court in granting the SRO and/or TRO a day before the Amended Complaint was granted. The District Court was notified several times by Kenneth Lee, refer to Exhibit G. The Appellants are not privileged to be able to speak with the District Court directly, like the Appellees can, so Appellants have to send letters, and/or mention it in Motions, or answers to motions. The restitution that was burdened upon Lee and Relief Defendants was based on false allegations. Those allegations from the Relief Order should not be taken into account for any purposes of this appeal.

The District Court improperly gave away Relief Defendants assets. The district court was wrong in the order of disgorgement of Relief Defendants' assets.

Refer to Exhibits D, E, F, and G.

Lee and Relief Defendants raised the argument of Due Process to the district court. The district court was informed that none of the Lee family members could afford to attend the trial 1400 miles away. Refer to Exhibit G. The Appellees and District Court are wrong in their assumptions that discovery violations were untimely brought up when there was plenty of time before trial was to begin on November 8, 2010.

Appellants had nothing to do with the joint status reports for the Appellants to be held liable for the Appellees changes, after agreeing over the phone. Appellees refused to acknowledge the improper jurisdiction when the Appellees denied due process again by refusing to change it. The district courts order and Motion for Summary Judgement should be overturned, the relief order should be disregarded, a new trial (if Appellees wish to have one) should be granted in the State of South Carolina or thrown out, and all assets and monies should be returned to Appellants. Receiver should be required to reimburse Appellants the amount of the fees that Receiver was paid, due to the fact that Receiver and Appellees manipulated the district court into basically stealing our homes just so he could be paid a commission. The Receiver sold the Appellants homes for almost \$450,000 and has already taken \$90,000 in fees for himself. The Receiver

was never unbiased, and when Appellants mentioned that to the District Court several times, the District Court did nothing. This appeal is not just about the Appellants, but every other United States Citizen that this could happen to.

ARGUMENT

I. Appellants Properly Raise Issues on Appeal Before the Court.

A. Appellants are Appealing the ‘Final Judgment’, which is the Motion for Summary Judgement

Appellants submitted their timely notice of appeal on December 9, 2010. In that notice of appeal, Appellants notified the District Court that the ‘Final Judgment’ would be appealed. The Relief trial was a trial based on the judgment approving the Motion for Summary Judgment. There were material issues of fact still present before the district court granted the improper Motion for summary judgment. The district courts Relief Order should be waived and disregarded, as it is based on the Motion for Summary Judgment.

1. The district court improperly ordered restitution

Due to the facts that the Lee family could not afford to attend the trial in this matter because of the improper freezing of all assets belonging to an entire family, the district court abused its discretion by denying the Lee family their basic fundamental rights to a fair trial. The illegal solicitations and illegal pools by

Ming Yu and her husband ,were blamed on Kenneth Lee. Any of the alleged investors with P&F that had accounts with and/or through Ming Yu should not be taken into consideration on the grounds that Ming Yu ran an illegal commodity pool without consent of P&F. P&F had no knowledge of Ming Yu's rogue solicitations. By Ming Yu opening her own accounts for people, and not acting directly through P&F, is grounds for those monies and customers to be voided from the suit.

The Third Declaration of Kara Mucha (P. 3 Paragraph 11) says it was approximately \$6.8 million with \$2.6 million being paid out to investors and \$4.3 million lost trading. The \$2.6 million and the \$4.3 combines to a total of \$6.9 million. There is no restitution to be paid in those amounts. The amount of restitution by the district court is \$5,857,503.00 is an outright abuse of its discretion knowing that the district court forced the *Pro Se* Appellants from attending trial.

2. The district court did not act within its discretion in imposing a civil monetary penalty against Lee.

There was no direct monetary gain of \$2.4 million for Kenneth Lee to have a civil monetary penalty placed upon him. The grossly inflated numbers and the inconsistencies supplied by the Appellees own financial accountants

show that the CFTC is just interested in robbing US citizens to pay for their over powered government agency. The fact that the Appellees mention unchallenged about the evidence is just a shame. After manipulating a district court into freezing all of an innocent persons assets before filing a complaint against those same individuals is unamerican. The Appellees have cheated the system and continue to act as if they are right in how they have gone about ruining our once great nation. The district court abused its discretion by granting the imposition of civil monetary penalties.

3. The district court improperly ordered Relief Defendants to disgorge assets

i. The Relief Defendants had legitimate interest in the assets in question

Appellants would refer the Court to Exhibits D and E. Relief Defendants provided plenty of legitimate services for the P&F enterprise. Relief Defendants spent hundreds of hours weekly providing services for P&F. Appellees have no right to decide what any company decides is a legitimate service. Relief Defendants contributed to millions of dollars in profitable trades are not liable for trades that Relief Defendants had nothing to do with. Relief Defendants only received funds that were rightfully theirs and that they had legitimate ownership

interest or entitlement to.

ii. Disgorgement was not proper

The district court denied Lee and Relief Defendant their basic right to a fair trial. Disgorgement was not proper with the proof that is in Exhibits D, E, and F. There were vast amounts of proof submitted to the district court in Exhibits that showed legitimate claim to those funds withdrawn. Relief Defendants contested all exhibits that Appellees claimed were proof that Relief Defendants did not have legitimate claims to those funds and the district court ignored all exhibits submitted by Appellants. The district court abused its discretion by being discriminating towards *Pro Se* litigants. Relief Defendants and Lee have submitted evidence to prove the fact that the almost \$1.3 million was Lee family money. Appellants request the Court to refer to Exhibit D and E.

4. Lee and Relief Defendants informed district court of arguments raised in appellate briefs.

Appellants would like the Court to recognize the letters in Exhibit G to determine if the district court was notified. The sentences are plain and simple stating Appellants inability to attend trial due to assets being frozen and being destitute. Darren Lee informed the district court before trial that rights of Due Process were violated and Appellees acknowledged that in

Appellees opening brief. With the fact that Appellants raised these arguments before the district court in a timely manner, these arguments are valid and the merits of appeal should weigh in the Appellants' favor.

ii. Lee and Relief Defendants did not consent to personal jurisdiction.

On December 2, 2009, Kathryn Driscoll with the CFTC manipulated Kenneth Lee into consenting to the District Court's jurisdiction and agreeing to the terms of a preliminary injunction by telling Mr. Lee that it was the first step towards a settlement. Kenneth Lee is 71 and has had no legal training to be manipulated by a government agent into signing something that is clearly not meant to be working towards a settlement.

Darren Lee denied consent to personal jurisdiction in his Answer to the Amended Complaint on March 26, 2010. Lee and Relief Defendants are not responsible for the manipulations by the Appellees in the joint status report in March 2010. Lee and Relief Defendants did not consent to jurisdiction in the final joint status report, either, but the Appellees refused to change the jurisdiction. Appellees submitted their own report claiming it as a joint status report.

These arguments over jurisdiction are completely valid and support the merits of appeal.

iii. Lee and Relief Defendants raised the claims of Due Process violations in a timely manner.

Appellants would request the Court to refer to Exhibits G. The dates on those letters show the district court was informed of the violations beginning in March of 2010, 8 months before the trial. From the date of the first complaint being November 29, 2009 and the trial less than a year later, the issues of Due Process violations were raised in a very timely fashion. Kenneth Lee was manipulated by the CFTC into signing the continuation of the SRO in the preliminary injunction by the CFTC saying that it was the first step towards the settlement the Plaintiffs were going to offer. Katherine Driscoll handed the paper to Kenneth Lee herself and that is how the document was described. Kenneth Lee is not a lawyer, but a 71 year old gentleman that has never practiced law and has no knowledge of any legal terminology. There was no threat for the district court to grant an SRO. The district court should have exercised discretion in approving the SRO when there is no complaint against the individuals that are named in the SRO. Relief Defendants did not consent to the SRO for their rights of Due Process claims to be waived. If Darren Lee cannot answer for Kenneth Lee, then Kenneth Lee's signing of the Preliminary injunction should have no

grounds on Relief Defendants. Kenneth Lee and Relief Defendants could not afford to attend ANY hearing in Oklahoma due to the denial of our fundamental rights of Due Process.

iv. The district court was notified of the failure to participate in Discovery and did nothing about it.

Darren Lee notified the district court in a timely manner that the Appellees were not cooperating with the discovery process. The district court failed to do anything about it when *Pro Se* litigants were getting manipulated again in the same case. Apparently, the district court has taken manipulation into its 'common' practice of the district court's un-American litigation process. The district court waited to the last minute to notify Darren Lee of the denial of the second Continuance motion. It is apparent that the district court did not care to allow Relief Defendant Darren Lee the opportunity to compel the Plaintiffs. It is very difficult to distinguish the district court from the plaintiffs in this case because they all acted with the same deceptive motivation. The violations of the discovery process were told to the court in a timely fashion and are valid for appeal.

Reasons for Oral Arguments

The appellees have used their priledge of being able to speak with the Court

and it is only fair to allow the same opportunity to the Appellants. The only parties that have anything to lose in this appeal, have already lost it all. There is no risk. The Appellate Court denied the motion to stay the district court's order, so the only kind of victory in this case is a fruitless one.

CONCLUSION

Lee and Relief Defendants raised their arguments in a timely fashion with the district court, appealed the decision in a timely fashion, gave proof of the merits on appeal, and did not waive the arguments raised on appeal. The district courts judgment and order should be disregarded and all parties involved should move on in life.

Dated: June 27th, 2011

Respectfully Submitted:

Digitally Signed
/s/ Darren Alexander Lee
Telephone - [REDACTED]

Digitally Signed
/s/ Kenneth Wayne Lee
Telephone - [REDACTED]

Digitally Signed
/s/ Sheila Marjorie Lee
Telephone - [REDACTED]

Digitally Signed

/s/ David Armstrong Lee

Telephone - [REDACTED]

CERTIFICATE OF SERVICE

I hereby certify that, on June 27, 2011, I caused one copy of the to be served by email on the following:

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**CERTIFICATE OF DIGITAL SUBMISSION AND PRIVACY
REDACTIONS**

I Certify that, pursuant to Fed. R. App. P. 32(a)(7)(c) and Tenth Circuit Rule 32, the attached brief complies with the type volume limitation of Rule 32(a)(7)(B) in that it contains 5,972 words, excluding the parts of the brief exempted by Fed. R., App. P. 32(a)(7)(B)(iii).

This brief complies with the typeface requirements of Fed. R. App. P. 32(a)(5) because this brief was prepared in proportionally spaced typeface using Microsoft WordPerfect X3 with 14 point Times New Roman style type.

Dated: June 27, 2011

Digitally Signed

/s/ Darren Alexander Lee

Telephone - [REDACTED]

Digitally Signed

/s/ Kenneth Wayne Lee

Telephone - [REDACTED]

Digitally Signed

/s/ Sheila Marjorie Lee

Telephone - [REDACTED]

Digitally Signed

/s/ David Armstrong Lee

Telephone - [REDACTED]

EXHIBIT A

DECLARATION OF DEXIANG LUO
PURSUANT TO 28 U.S.C. § 1746 AND 12 O.S. § 426

I, Dexiang Luo, also known as "Edward Luo," hereby declare and state the following:

1. I am making this Declaration voluntarily, and I have personal knowledge of the facts and circumstances described herein. I authorize use of this Declaration by the U.S. Commodity Futures Trading Commission and the Oklahoma Department of Securities and their representatives in any proceeding pertaining to the matters described herein.

2. I am over 21 years of age. I am a Canadian citizen but have resided in San Diego, California, for approximately seven years. On or around May 8, 2009, I left San Diego to visit China where I intend to stay for most, if not all, of the remainder of this year.

3. My total assets are less than \$5 million.

4. I first learned of Kenneth Lee ("Lee"), Simon Yang, and Prestige Ventures Corp. ("Prestige") in approximately 2006 from my family and friends living in or around Oklahoma City, Oklahoma. My family and friends told me that Lee, through Prestige, trades commodities, futures, and stock; that they invested money with Lee and/or Prestige; and that they had made good returns on their investments with Lee and/or Prestige.

5. Based on the trust of my family and friends and their representations that they had been receiving good returns from their investments with Lee and/or Prestige, I decided to invest with Lee and/or Prestige.

6. In or around 2006, I invested approximately \$55,000 with Lee and/or Prestige.

7. My understanding is that my investment is in a joint account with Zhong Xiang Luo, Ming Yu, and others ("Account"). Zhong Xiang Luo is my cousin, and Ming Yu is his wife. Because my intention was to become an account holder on my cousin's established

account with Lee and/or Prestige, I sent my investment to my cousin, in Oklahoma. My understanding is that the Account invests in commodities, futures and/or stock through the \$255,000 Legacy Trading System (LTS) program.

8. I have never met Lee or Simon Yang in person. However, I communicate with Simon Yang via email, regarding my investment with Lee and/or Prestige. Simon Yang also forwards to me emails from Lee. A copy of a recent email from Lee that was forwarded to me by Simon Yang is attached hereto as Exhibit A. My email address [REDACTED]

9. Simon Yang sends me statements indicating the monthly returns achieved by Prestige. Two statements are attached hereto as Exhibits B and C. Exhibit B indicates the purported monthly returns for the years 2007 and 2008. Exhibit C indicates the purported monthly returns for the years 2008 and 2009, year-to-date. My understanding is that Lee provided Exhibits B and C to Simon Yang to be distributed to investors. The returns stated on Exhibits B and C indicate that Prestige achieved positive returns for every month during the period beginning January 2007 and ending April 2009. Exhibits B and C indicated that the \$255,000 Legacy Trading System program achieved returns of 14.81% and 13.28% for the years 2007 and 2008, respectively.

10. At some point, I was told by Simon Yang, directly or indirectly, that Lee, or a relative of Lee, traded commodities on behalf of the Account. However, I have never seen any trading statements or any other proof that the funds in the Account were used to trade commodities or for any other investment purpose.

11. I requested a distribution from the Account in or around September 2007, and at times thereafter, I requested a withdrawal of the full amount of my principal investment, approximately \$55,000. I have never received any funds from the Account.

EXHIBIT B

DECLARATION OF SUSIE SOUTHWELL
PURSUANT TO 28 U.S.C. § 1746 and 12 O.S. § 426

I, Susie Southwell, hereby declare and state the following:

1. I am making this Declaration voluntarily and I have personal knowledge of the facts and circumstances described herein. I authorize use of this Declaration by the U.S. Commodity Futures Trading Commission and the Oklahoma Department of Securities and their respective representatives in any proceeding pertaining to the matters described herein.
2. I am over 21 years of age. I currently reside in Oklahoma City, Oklahoma, and have done so since at least 2003.
3. My total assets are less than \$5 million.
4. As of the date of this declaration, I have been a client of Kenneth Lee ("Lee"), Federated Management Group ("Federated") and Prestige Ventures Corp. ("Prestige") for approximately four years. From the time of my initial investment to the present, it has been my understanding that Lee, through Federated and Prestige, operates as a trader of, among other things, commodity futures, stock options and futures, foreign currency, and treasury bonds on behalf of individuals.
5. My total investment with Lee/Prestige was \$20,000.
6. I first learned about Lee, Federated, and Prestige in the summer of 2005 when my employers, Zhong Xiang Luo and Ming Yu, told me about an investment opportunity with Lee and his company. Mr. Luo and Ms. Yu told me that they and other investors they knew had gotten consistently positive yields by investing with Lee.
7. Mr. Luo and Ms. Yu told me to contact someone named Simon Yang by email to let Simon Yang know I was interested in investing with Lee. On July 25, 2005, Mr. Luo sent me

EXHIBIT C

DECLARATION OF MING YU
PURSUANT TO 28 U.S.C. § 1746 and 12 O.S. § 426

I, Ming Yu, hereby declare and state the following:

1. I am making this Declaration voluntarily and I have personal knowledge of the facts and circumstances described herein. I authorize use of this Declaration by the U.S. Commodity Futures Trading Commission and the Oklahoma Department of Securities and their respective representatives in any proceeding pertaining to the matters described herein.
2. I am over 21 years of age. I currently reside in Edmond, Oklahoma, and have done so since at least 2003.
3. My total assets are less than \$5 million.
4. As of the date of this declaration, I have been a client of Kenneth Lee ("Lee"), Federated Management Group ("Federated") and Prestige Ventures Corp. ("Prestige") for approximately six years. From the time of my initial investment to the present, it has been my understanding that Lee, through Federated and Prestige, operates as a trader of, among other things, commodity futures, stock options and futures, foreign currency and treasury bonds on behalf of individuals.
5. My total investment with Lee was approximately \$100,000.
6. My husband, Zhong Xiang Luo, and I own an environmental lab called Red River Laboratory in Oklahoma City, Oklahoma.
7. I first learned about Lee, Federated, and Prestige in the summer of 2003 when Simon Yang, a fellow Chinese-American and member of my church, Oklahoma Chinese Baptist Church in Edmond, Oklahoma, told me that he had invested money with Lee and Federated and had a long history of positive returns by doing so.

25. The Federated Audit Report also stated that "Prestige Ventures is to have an audit of its financials annually and the auditor's statements will be available to all investors." Besides the Federated Audit Report, my husband and I have never received any auditor statements for Federated or Prestige.

26. According to documents that Lee and Simon Yang provided to me, Prestige used a hugely successful trading system called Legacy Trading System, which had been in practice for 16 years and, during that time, had consistent annual returns on average of 30%. According to these same documents, the Legacy Trading System consistently outperformed both the S&P 500 and the MAR Futures. A true and correct copy of the Legacy Trading System report is attached here as Exhibit G.

27. In reliance on Simon Yang's representations that Lee's investing was always profitable and that he knew Lee to be a good and honest person, and Lee's representations that (i) we would be able to take money out of our accounts at any time, (ii) through the Legacy Trading System, Prestige had outperformed both the S&P 500 and the MAR Futures over a 16-year period from 1987 through 2002, and (iii) Prestige, Federated and Lee's trading had never suffered losses, I decided to invest with Lee.

28. On July 7, 2003, my husband and I made our initial investment of \$1,000 with Lee. I believe I sent that money to a bank account in the name of Federated Management Group.

My husband and I share our Prestige account with several other investors. Together, we invested \$164,415 in one Federated and/or Prestige account with Lee.

30. My understanding is that my investment is in a joint account with these individuals, the account has its own account [REDACTED], and that is separate from the accounts of other investors ("Account [REDACTED]").

EXHIBIT D

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BRAOLA38 5943

PRESTIGE VENTURES CORP
1053 RIRLE RANGE ROAD
SUITE 3-C
MT. PLEASANT, SC 29464

MONTHLY STATEMENT

CUSTOMER			DISCRETIONARY			
DATE	LONG	SHORT	DESCRIPTION	PRICE	DEBIT	CREDIT
4/01/05	BALANCE FORWARD		US DOLLARS SEG ACCT			225,129.79
4/01/05	QUARTERLY SERVICE FEE				30.00	
4/01/05	40	40	JUN05 CBT T-BOND	P&S		52,500.00
4/01/05		40	JUN05 CBT T-BOND	CONF	280.00	
4/04/05	50		JUN05 CBT T-BOND	CONF	350.00	
4/07/05	10		JUN05 CBT T-BOND	CONF	70.00	
4/08/05	WIRE IN 4/7/5					150,000.00
4/11/05	4/7/05 REV WIRE IN				150,000.00	
4/11/05	60		JUN05 CBT T-BOND	P&S		8,437.50
4/11/05	60	60	JUN05 CBT T-BOND	CONF	420.00	
4/12/05	60	60	JUN05 CBT T-BOND	P&S		20,625.00
4/12/05	60		JUN05 CBT T-BOND	CONF	420.00	
4/12/05		60	JUN05 CBT T-BOND	CONF	420.00	
4/13/05	65		JUN05 CBT T-BOND	CONF	455.00	
4/15/05	65	65	JUN05 CBT T-BOND	P&S		38,593.75
4/15/05		65	JUN05 CBT T-BOND	CONF	455.00	
4/18/05	75		JUN05 CBT T-BOND	CONF	525.00	
4/20/05	10		JUN05 CBT T-BOND	CONF	70.00	
4/22/05	04/22/05 WIRE IN RECVD					200,000.00
4/25/05	TRF TO 33217				173,493.09	
4/25/05	TRF TO 26412				26,506.91	
4/26/05	10		JUN05 CBT T-BOND	CONF	70.00	
4/27/05	95	95	JUN05 CBT T-BOND	P&S		83,125.00
4/27/05		95	JUN05 CBT T-BOND	CONF	665.00	
4/29/05	100		JUN05 CBT T-BOND	CONF	700.00	

4/30/05	ACCOUNT BALANCE -US DOLLARS SEG ACC.					423,481.04*
NET FUTURES PROFIT OR LOSS FOR MONTH						198,351.25*
NET OPTIONS PREMIUM PAID/RCVD FOR MONTH						.00*
NET REALIZED PROFIT OR LOSS FOR MONTH						198,351.25*
NET MATURED COLLATERAL FOR MONTH						.00*

O P E N P O S I T I O N S						

4/29/05	100		JUN05 CBT T-BOND	115.12	53,125.00	
	100*		FUTURES OPEN TRADE EQUITY		53,125.00*	
SETTLEMENT PRICE 114.27						
TOTAL OPEN TRADE EQUITY						53,125.00
TOTAL EQUITY						370,356.04

CONTINUED ON NEXT PAGE						

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PRESTIGE VENTURES CORP
1053 RIRLE RANGE ROAD
SUITE 3-C
MT. PLEASANT, SC 29464

MONTHLY STATEMENT

CUSTOMER		DISCRETIONARY				
DATE	LONG SHORT	DESCRIPTION	PRICE	DEBIT	CREDIT	
5/01/05		BALANCE FORWARD US DOLLARS SEG ACCT			423,481.04	
5/03/05	100	100 JUN05 CBT T-BOND	P&S	39,062.50		
5/03/05	50	JUN05 CBT T-BOND	CONF	350.00		
5/03/05		100 JUN05 CBT T-BOND	CONF	700.00		
5/04/05	60	JUN05 CBT T-BOND	CONF	420.00		
5/10/05	2	JUN05 NY CRUDE	CONF	14.00		
5/11/05	110	110 JUN05 CBT T-BOND	P&S		15,625.00	
5/11/05		110 JUN05 CBT T-BOND	CONF	770.00		
5/11/05	1	JUN05 NY CRUDE	CANCEL		7.00	
5/11/05	20	JUN05 NY CRUDE	CONF	140.00		
5/12/05	30	JUL05 NY CRUDE	CONF	210.00		
5/16/05	1	1 JUN05 NY CRUDE	P&S	3,800.00		
5/16/05	1	JUN05 NY CRUDE	CONF	7.00		
5/17/05	60	JUN05 CBT T-BOND	CONF	420.00		
5/17/05	20	20 JUN05 NY CRUDE	P&S	60,000.00		
5/17/05	20	JUN05 NY CRUDE	CONF	140.00		
5/17/05	30	30 JUL05 NY CRUDE	P&S	4,500.00		
5/17/05	30	JUL05 NY CRUDE	CONF	210.00		
5/18/05	60	JUN05 CBT T-BOND	P&S	1,875.00		
5/18/05	125	JUN05 CBT T-BOND	CONF	875.00		
5/18/05	60	JUN05 CBT T-BOND	CONF	420.00		
5/19/05	20	JUN05 CBT T-BOND	CONF	140.00		
5/23/05	145	145 JUN05 CBT T-BOND	P&S		77,343.75	
5/23/05	145	JUN05 CBT T-BOND	CONF	1,015.00		
5/24/05	100	JUN05 CBT T-BOND	CONF	700.00		
5/31/05	100	100 JUN05 CBT T-BOND	P&S		43,750.00	
5/31/05	100	JUN05 CBT T-BOND	CONF	700.00		
5/31/05 ACCOUNT BALANCE -US DOLLARS SEG ACC.					443,738.29*	
NET FUTURES PROFIT OR LOSS FOR MONTH					20,257.25*	
NET OPTIONS PREMIUM PAID/RCVD FOR MONTH					.00*	
NET REALIZED PROFIT OR LOSS FOR MONTH					20,257.25*	
NET MATURED COLLATERAL FOR MONTH					.00*	

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BRAOLA38 5217

PRESTIGE VENTURES CORP
1053 RIRLE RANGE ROAD
SUITE 3-C
MT. PLEASANT, SC 29464

MONTHLY STATEMENT

CUSTOMER		DISCRETIONARY				
DATE	LONG SHORT	DESCRIPTION	PRICE	DEBIT	CREDIT	
4/01/05		BALANCE FORWARD US DOLLARS SEG ACCT			.00	
4/11/05	4/7/05	WIRE IN			150,000.00	
4/11/05	30	JUN05 CBT T-BOND	CONF	210.00		
4/11/05	30	JUN05 CBT T-BOND	P&S		3,750.00	
4/11/05	30	JUN05 CBT T-BOND	CONF	57.00		
4/12/05		ORDER DESK TICKET FEE		2.00		
4/12/05	90	JUN05 CBT T-BOND	P&S		24,687.50	
4/12/05	90	JUN05 CBT T-BOND	CONF	630.00		
4/12/05	90	JUN05 CBT T-BOND	CONF	630.00		
4/13/05	45	JUN05 CBT T-BOND	CONF	315.00		
4/15/05	45	JUN05 CBT T-BOND	P&S		26,718.75	
4/15/05	45	JUN05 CBT T-BOND	CONF	85.50		
4/18/05		ORDER DESK TICKET FEE		2.00		
4/18/05	50	JUN05 CBT T-BOND	CONF	350.00		
4/20/05	5	JUN05 CBT T-BOND	CONF	35.00		
4/25/05		TRF FROM 25943			173,493.09	
4/26/05	45	JUN05 CBT T-BOND	CONF	315.00		
4/27/05	100	JUN05 CBT T-BOND	P&S		34,375.00	
4/27/05	100	JUN05 CBT T-BOND	CONF	700.00		
4/27/05	100	JUN05 CBT T-BOND	CONF	700.00		
4/28/05	100	JUN05 CBT T-BOND	P&S		90,000.00	
4/28/05	100	JUN05 CBT T-BOND	CONF	700.00		
4/29/05	100	JUN05 CBT T-BOND	P&S		15,625.00	
4/29/05	200	JUN05 CBT T-BOND	CONF	1,400.00		
4/29/05	100	JUN05 CBT T-BOND	CONF	700.00		

4/30/05		ACCOUNT BALANCE -US DOLLARS SEG ACC.			511,817.84*	
NET FUTURES PROFIT OR LOSS FOR MONTH					188,328.75*	
NET OPTIONS PREMIUM PAID/RVCD FOR MONTH					.00*	
NET REALIZED PROFIT OR LOSS FOR MONTH					188,328.75*	
NET MATURED COLLATERAL FOR MONTH					.00*	
----- OPEN POSITIONS -----						
4/29/05	100	JUN05 CBT T-BOND	115.12	53,125.00		
	100*	FUTURES OPEN TRADE EQUITY		53,125.00*		
SETTLEMENT PRICE 114.27						
TOTAL OPEN TRADE EQUITY					53,125.00	
TOTAL EQUITY					458,692.84	
----- CONTINUED ON NEXT PAGE -----						

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PRESTIGE VENTURES CORP
1053 RIRLE RANGE ROAD
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MT. PLEASANT, SC 29464

MONTHLY STATEMENT

CUSTOMER		DISCRETIONARY				
DATE	LONG	SHORT	DESCRIPTION	PRICE	DEBIT	CREDIT
5/01/05	BALANCE FORWARD US DOLLARS SEG ACCT					511,817.84
5/03/05	100	100	JUN05 CBT T-BOND	P&S	39,062.50	
5/03/05	50		JUN05 CBT T-BOND	CONF	350.00	
5/03/05		100	JUN05 CBT T-BOND	CONF	700.00	
5/04/05	80		JUN05 CBT T-BOND	CONF	560.00	
5/09/05	1	1	JUL05 NY CRUDE	P&S		350.00
5/09/05	1		JUL05 NY CRUDE	CONF	7.00	
5/09/05		1	JUL05 NY CRUDE	CONF	7.00	
5/10/05	05/10/05		PERSONAL CHECK RECVD			25,000.00
5/10/05	2		JUN05 NY CRUDE	CONF	14.00	
5/11/05	130	130	JUN05 CBT T-BOND	P&S		21,875.00
5/11/05		130	JUN05 CBT T-BOND	CONF	910.00	
5/11/05	20		JUN05 NY CRUDE	CONF	140.00	
5/12/05	30		JUL05 NY CRUDE	CONF	210.00	
5/16/05	2	2	JUN05 NY CRUDE	P&S	7,700.00	
5/16/05		2	JUN05 NY CRUDE	CONF	14.00	
5/17/05	100		JUN05 CBT T-BOND	CONF	700.00	
5/17/05	20	20	JUN05 NY CRUDE	P&S	56,000.00	
5/17/05		20	JUN05 NY CRUDE	CONF	140.00	
5/17/05	30	30	JUL05 NY CRUDE	P&S	4,500.00	
5/17/05		30	JUL05 NY CRUDE	CONF	210.00	
5/18/05	100	100	JUN05 CBT T-BOND	P&S		7,031.25
5/18/05	175		JUN05 CBT T-BOND	CONF	1,225.00	
5/18/05		100	JUN05 CBT T-BOND	CONF	700.00	
5/19/05	15		JUN05 CBT T-BOND	CONF	105.00	
5/23/05	05/23/05		PERSONAL CHECK RECVD			75,000.00
5/23/05	190	190	JUN05 CBT T-BOND	P&S		109,218.75
5/23/05		190	JUN05 CBT T-BOND	CONF	1,330.00	
5/24/05	150		JUN05 CBT T-BOND	CONF	1,050.00	
5/25/05	40		SEP05 CBT T-BOND	CONF	280.00	
5/27/05	05/27/05		PERSONAL CHECK RECVD			90,000.00
5/31/05	150	150	JUN05 CBT T-BOND	P&S		65,625.00
5/31/05		150	JUN05 CBT T-BOND	CONF	1,050.00	
5/31/05	40	40	SEP05 CBT T-BOND	P&S		15,625.00
5/31/05		40	SEP05 CBT T-BOND	CONF	280.00	
5/31/05 ACCOUNT BALANCE -US DOLLARS SEG ACC.						804,298.34*
NET FUTURES PROFIT OR LOSS FOR MONTH						102,480.50*
NET OPTIONS PREMIUM PAID/RCVD FOR MONTH						.00*
NET REALIZED PROFIT OR LOSS FOR MONTH						102,480.50*
NET MATURED COLLATERAL FOR MONTH						.00*

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PRESTIGE VENTURES CORP
1053 RIRLE RANGE ROAD
SUITE 3-C
MT. PLEASANT, SC 29464

MONTHLY STATEMENT

CUSTOMER		DISCRETIONARY					
DATE	LONG	SHORT	DESCRIPTION	PRICE	DEBIT	CREDIT	
5/01/05	BALANCE FORWARD		US DOLLARS SEG ACCT			511,817.84	
5/03/05	100	100	JUN05 CBT T-BOND	P&S	39,062.50		
5/03/05	50		JUN05 CBT T-BOND	CONF	350.00		
5/03/05		100	JUN05 CBT T-BOND	CONF	700.00		
5/04/05	80		JUN05 CBT T-BOND	CONF	560.00		
5/09/05	1	1	JUL05 NY CRUDE	P&S		350.00	
5/09/05	1		JUL05 NY CRUDE	CONF	7.00		
5/09/05		1	JUL05 NY CRUDE	CONF	7.00		
5/10/05	05/10/05		PERSONAL CHECK RECVD			25,000.00	
5/10/05	2		JUN05 NY CRUDE	CONF	14.00		
5/11/05	130	130	JUN05 CBT T-BOND	P&S		21,875.00	
5/11/05		130	JUN05 CBT T-BOND	CONF	910.00		
5/11/05	20		JUN05 NY CRUDE	CONF	140.00		
5/12/05	30		JUL05 NY CRUDE	CONF	210.00		
5/16/05	2	2	JUN05 NY CRUDE	P&S	7,700.00		
5/16/05		2	JUN05 NY CRUDE	CONF	14.00		
5/17/05	100		JUN05 CBT T-BOND	CONF	700.00		
5/17/05	20	20	JUN05 NY CRUDE	P&S	56,000.00		
5/17/05		20	JUN05 NY CRUDE	CONF	140.00		
5/17/05	30		JUL05 NY CRUDE	P&S	4,500.00		
5/17/05		30	JUL05 NY CRUDE	CONF	210.00		
5/18/05	100	100	JUN05 CBT T-BOND	P&S		7,031.25	
5/18/05	175		JUN05 CBT T-BOND	CONF	1,225.00		
5/18/05		100	JUN05 CBT T-BOND	CONF	700.00		
5/19/05	15		JUN05 CBT T-BOND	CONF	105.00		
5/23/05	05/23/05		PERSONAL CHECK RECVD			75,000.00	
5/23/05	190	190	JUN05 CBT T-BOND	P&S		109,218.75	
5/23/05		190	JUN05 CBT T-BOND	CONF	1,330.00		
5/24/05	150		JUN05 CBT T-BOND	CONF	1,050.00		
5/25/05	40		SEP05 CBT T-BOND	CONF	280.00		
5/27/05	05/27/05		PERSONAL CHECK RECVD			90,000.00	
5/31/05	150	150	JUN05 CBT T-BOND	P&S		65,625.00	
5/31/05		150	JUN05 CBT T-BOND	CONF	1,050.00		
5/31/05	40	40	SEP05 CBT T-BOND	P&S		15,625.00	
5/31/05		40	SEP05 CBT T-BOND	CONF	280.00		
5/31/05 ACCOUNT BALANCE -US DOLLARS SEG ACC.						804,298.34*	
NET FUTURES PROFIT OR LOSS FOR MONTH						102,480.50*	
NET OPTIONS PREMIUM PAID/RCVD FOR MONTH						.00*	
NET REALIZED PROFIT OR LOSS FOR MONTH						102,480.50*	
NET MATURED COLLATERAL FOR MONTH						.00*	

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PRESTIGE VENTURES CORP
1053 RIRLE RANGE ROAD
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MT. PLEASANT, SC 29464

MONTHLY STATEMENT

CUSTOMER		DISCRETIONARY				
DATE	LONG SHORT	DESCRIPTION	PRICE	DEBIT	CREDIT	
4/01/05		BALANCE FORWARD US DOLLARS SEG ACCT			198,622.88	
4/01/05		QUARTERLY SERVICE FEE		30.00		
4/01/05	40	40 JUN05 CBT T-BOND	P&S		52,500.00	
4/01/05	40	40 JUN05 CBT T-BOND	CONF	280.00		
4/04/05	50	JUN05 CBT T-BOND	CONF	350.00		
4/07/05	10	JUN05 CBT T-BOND	CONF	70.00		
4/11/05	60	60 JUN05 CBT T-BOND	P&S		8,437.50	
4/11/05	60	60 JUN05 CBT T-BOND	CONF	420.00		
4/12/05	60	60 JUN05 CBT T-BOND	P&S		20,625.00	
4/12/05	60	60 JUN05 CBT T-BOND	CONF	420.00		
4/12/05	60	60 JUN05 CBT T-BOND	CONF	420.00		
4/13/05	65	JUN05 CBT T-BOND	CONF	455.00		
4/15/05	65	65 JUN05 CBT T-BOND	P&S		38,593.75	
4/15/05	65	65 JUN05 CBT T-BOND	CONF	455.00		
4/18/05	75	JUN05 CBT T-BOND	CONF	525.00		
4/20/05	10	JUN05 CBT T-BOND	CONF	70.00		
4/25/05		TRF FROM 25943			26,506.91	
4/26/05	10	JUN05 CBT T-BOND	CONF	70.00		
4/27/05	95	95 JUN05 CBT T-BOND	P&S		83,125.00	
4/27/05	95	95 JUN05 CBT T-BOND	CONF	665.00		
4/29/05	100	JUN05 CBT T-BOND	CONF	700.00		

4/30/05		ACCOUNT BALANCE -US DOLLARS SEG ACC.			423,481.04*	
NET FUTURES PROFIT OR LOSS FOR MONTH					198,351.25*	
NET OPTIONS PREMIUM PAID/RCVD FOR MONTH					.00*	
NET REALIZED PROFIT OR LOSS FOR MONTH					198,351.25*	
NET MATURED COLLATERAL FOR MONTH					.00*	
----- OPEN POSITIONS -----						
4/29/05	100	JUN05 CBT T-BOND	115.12	53,125.00		
	100*	FUTURES OPEN TRADE EQUITY		53,125.00*		
SETTLEMENT PRICE 114.27						
TOTAL OPEN TRADE EQUITY				53,125.00		
TOTAL EQUITY					370,355.04	
TOTAL LONG OPTION MARKET VALUE					.00	
TOTAL SHORT OPTION MARKET VALUE					.00	
NET LIQUIDITY					370,355.04	

RETAIN FOR TAX RECORDS SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE
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CFTC0000226

PRST-ALA-000129

PAGE 1

MAY 31, 2005



Alaron
FUTURES AND OPTIONS

BRACLA33 5412

PRESTIGE VENTURES CORP
1053 RIRLE RANGE ROAD
SUITE 3-C
MT. PLEASANT, SC 29464

MONTHLY STATEMENT

CUSTOMER		DISCRETIONARY				
DATE	LONG SHORT	DESCRIPTION	PRICE	DEBIT	CREDIT	
5/01/05		BALANCE FORWARD US DOLLARS SEG ACCT			423,481.04	
5/03/05	100	100 JUN05 CBT T-BOND	P&S	39,062.50		
5/03/05	50	50 JUN05 CBT T-BOND	CONF	350.00		
5/03/05	100	100 JUN05 CBT T-BOND	CONF	700.00		
5/04/05	60	60 JUN05 CBT T-BOND	CONF	420.00		
5/10/05	1	1 JUN05 NY CRUDE	CONF	7.00		
5/11/05	110	110 JUN05 CBT T-BOND	P&S		15,625.00	
5/11/05	110	110 JUN05 CBT T-BOND	CONF	770.00		
5/11/05	20	20 JUN05 NY CRUDE	CONF	140.00		
5/12/05	30	30 JUL05 NY CRUDE	CONF	210.00		
5/16/05	1	1 JUN05 NY CRUDE	P&S	3,850.00		
5/16/05	1	1 JUN05 NY CRUDE	CONF	7.00		
5/17/05	60	60 JUN05 CBT T-BOND	CONF	420.00		
5/17/05	20	20 JUN05 NY CRUDE	P&S	56,000.00		
5/17/05	20	20 JUN05 NY CRUDE	CONF	140.00		
5/17/05	30	30 JUL05 NY CRUDE	P&S	4,500.00		
5/17/05	30	30 JUL05 NY CRUDE	CONF	210.00		
5/18/05	60	60 JUN05 CBT T-BOND	P&S			
5/18/05	125	125 JUN05 CBT T-BOND	CONF	875.00		
5/18/05	60	60 JUN05 CBT T-BOND	CONF	420.00		
5/19/05	20	20 JUN05 CBT T-BOND	CONF	140.00		
5/23/05	145	145 JUN05 CBT T-BOND	P&S		77,343.75	
5/23/05	145	145 JUN05 CBT T-BOND	CONF	1,015.00		
5/24/05	100	100 JUN05 CBT T-BOND	CONF	700.00		
5/31/05	100	100 JUN05 CBT T-BOND	P&S		43,750.00	
5/31/05	100	100 JUN05 CBT T-BOND	CONF	700.00		
5/31/05 ACCOUNT BALANCE -US DOLLARS SEG ACC.					449,563.29*	
NET FUTURES PROFIT OR LOSS FOR MONTH					26,082.25*	
NET OPTIONS PREMIUM PAID/RCVD FOR MONTH					.00*	
NET REALIZED PROFIT OR LOSS FOR MONTH					26,082.25*	
NET MATURED COLLATERAL FOR MONTH					.00*	

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822 W. Washington Boulevard, Chicago, Illinois 60607 (312) 563-8000 (800) 276-8844 Fax (312) 733-3912 www.alaron.com

CFTC0000227

PRST-ALA-000130

Exhibit E

PanAmerica Group, Inc
 P.O. Box 102-2354 World Trade Center
 Panama City, Republic of Panama

Prestige Ventures, Corp
 P.O. Box 5956 El Dorado
 Panama, Republic of Panama

Brokerage
Account Statement
 Statement Period: 9/1/2003 - 9/30/2003

Transactions in Date Sequence

Principal/Portfolio Name	Activity Type	Description	Quantity	Price	Assessed Interest	Assessmt
9/30/2003	Aggressive Growth/Income Fund	PanAmerica Aggressive Growth - Income				4,499.14
9/30/2003	Aggressive Growth/Income Fund	PanAmerica Aggressive Growth - Income				31,707.40
9/30/2003	Aggressive Growth/Income Fund	PanAmerica Aggressive Growth - Income				17,262.58
9/30/2003	Aggressive Growth/Income Fund	PanAmerica Aggressive Growth - Income				21,951.48
9/26/2003	Debit - Chk Withdrawal PVC	Debit [REDACTED] Check Fees \$100.00				-30,100.00
9/27/2003	Debit - Chk Withdrawal PVC	Debit [REDACTED] Check Fees \$100.00				-130,100.00
9/30/2003	Debit - Wire Transfer	Debit [REDACTED]				-100,200.00
9/30/2003	Debit - Wire Transfer	Debit [REDACTED]				-120,200.00
Transactions Summary		Total Assessmt		Currency		
UNITED STATES DOLLAR		-184,979.31		USD		

The price and quantity displayed may have been rounded.

Income Summary

	Current Period	Year-to-Date
	Total Income	Income
Dividends and Interest	75,420.69	495,928.63
Aggressive Managed Portfolio - Managed - Self Directed		

Date	Activity Type	Description	Amount	Balance
Account Number: [REDACTED] Activity Ending: 9/30/2003				
9/30/2003	Opening Balance	INCOME REINVEST [REDACTED]	-30,100.00	5,026.37
9/30/2003	Opening Balance	INCOME REINVEST - [REDACTED]	-130,100.00	117,450.82
9/30/2003	Opening Balance	INCOME REINVEST - [REDACTED]	(100,200.00)	34,575.80
9/30/2003	Opening Balance	INCOME REINVEST - [REDACTED]	-120,200.00	51,182.92

Current Balance \$ (380,600.00) \$ 208,235.90

Pg 1 of 2

A Private Fund Management Firm

Account Number [REDACTED] PRESTIGE VENTURES CORP.

PanAmerica Group, Inc
 P.O. Box 102-2354 World Trade Center
 Panama City, Republic of Panama

Prestige Ventures, Corp
 P.O. Box 5956 El Dorado
 Panama, Republic of Panama

Brokerage
Account Statement
 Statement Period: 11/11/2002 - 11/30/2002

Transactions in Date Sequence

Process/ Settlement Date	Activity Type	Description	Quantity	Price	Accrued Interest	Amount
11/11/2002	Aggressive Growth/Income Fund	PanAmerica Aggressive Growth - Income				2,734.10
11/11/2002	Aggressive Growth/Income Fund	PanAmerica Aggressive Growth - Income				5,468.20
11/18/2002	Aggressive Growth/Income Fund	PanAmerica Aggressive Growth - Income				2,489.85
11/21/2002	Aggressive Growth/Income Fund	PanAmerica Aggressive Growth - Income				2,278.42

Transactions Summary	Total Amount	Currency
UNITED STATES DOLLAR	\$ 12,970.57	USD

The price and quantity displayed may have been rounded.

Income Summary

	Current Period	Year-to-Date
	Total Amount	Income
Dividends and Interest	12,970.57	12,970.57
Aggressive Managed Portfolio - Managed - Self Directed		

Date	Activity Type	Description	Amount	Balance
Account Number: [REDACTED] Activity Ending: 11/30/2002				
11/11/2002	Opening Deposit	Deposit	30,000.00	32,734.10
11/11/2002	Opening Deposit	Deposit	60,000.00	65,468.20
11/18/2002	Opening Deposit	Deposit	27,320.00	29,809.85
11/21/2002	Opening Deposit	Deposit	25,000.00	27,278.42

Current Balance \$ 142,320.00 \$ 155,290.57

Pg 1 of 2

PanAmerica Group, Inc
 P.O. Box 102-2354 World Trade Center
 Panama City, Republic of Panama

Prestige Ventures, Corp
 P.O. Box 5956 El Dorado
 Panama, Republic of Panama

Brokerage
Account Statement
 Statement Period: 8/1/2003 - 8/31/2003

Transactions in Date Sequence

Transaction Date	Activity Type	Description	Quantity	Price	Accrued Interest	Amount
8/31/2003	Aggressive Growth/Income Fund	PanAmerica Aggressive Growth - Income				10,555.66
8/31/2003	Aggressive Growth/Income Fund	PanAmerica Aggressive Growth - Income				29,514.50
8/31/2003	Aggressive Growth/Income Fund	PanAmerica Aggressive Growth - Income				24,020.46
8/31/2003	Aggressive Growth/Income Fund	PanAmerica Aggressive Growth - Income				22,759.73
8/31/2003	Debit - Wire Transfer	Debit [REDACTED]				-40,200.00
8/31/2003	Debit - Wire Transfer	Debit [REDACTED]				-50,200.00
8/21/2003	Debit - Chk Withdrawal PVC	Debit [REDACTED] Check Fees \$100.00				-15,100.00
Transactions Summary		Total Amount		Currency		
		UNITED STATES DOLLAR	-18,649.65	USD		

The price and quantity displayed may have been rounded.

Income Summary

	Current Period	Year-To-Date
	Total Income	Revenue
Dividends and Interest		
Aggressive Managed Portfolio - Managed - Self Directed	86,850.35	420,507.93

Date	Activity Type	Description	Amount	Balance
Account Number: [REDACTED] Activity Ending: 8/31/2003				
8/31/2003	Opening Balance	INCOME REINVEST - [REDACTED]	(40,200.00)	36,994.91
8/31/2003	Opening Balance	INCOME REINVEST - [REDACTED]		215,843.42
8/31/2003	Opening Balance	INCOME REINVEST - [REDACTED]	(50,200.00)	125,464.80
8/31/2003	Opening Balance	INCOME REINVEST - [REDACTED]	(15,100.00)	151,344.91

Current Balance \$ (105,500.00) \$ 529,648.04

Pg 1 of 2

Ken PVC

From: "Ricardo Garcia de Paredes" <rgparedes@panamericacapital.com>
To: "Ken Lee" klee@prestigeventures.com>
Sent: Wednesday, November 6, 2002 4:08 PM
Subject: New Corporate Account

Dear Sir:

The corporate account is now open. The account information is the following:

PRESTIGE VENTURES, CORP.

Number: [REDACTED]

The information for viewing the account on line is the following:

User: PRESTIGE

Password: [REDACTED]

To view the account online please visit our website and select "your account":

<http://www.Panamericacapital.com/>

Also please review the account information at the following web page very

carefully: <http://www.panamericacapital.com/>

After you have carefully reviewed the information on the web pages I would like to schedule a telephone conversation in order to answer any questions you might have regarding PanAmerica Capital, Inc. and to learn about your investment objectives. Please provide me with an appropriate time and telephone number to call you.

Best regards,

Ricardo Garcia de Paredes
Vice President Investments
PanAmerica Capital, Inc
Tel: 207-8572 Fax: 207-8575

11/6/2002

EXHIBIT F

CONSULTA DE MERCANTIL

Page 1 of 3

Mercantil
 Sòc. Anònimas
 Directa por Ficha
 Por Ficha
 Por Tomo y Asiento
 Alfabèticamente
 Cambios por Ficha
 Por Poderes
 Soc. Cambio Nombre



No. de Ficha: 221560 **No. Documento:** 0

Nombre de la Sociedad:
 CAPITALES PANAMEÑOS DE INVERSION, S.A. (CAPINSA)

Tomo: 0 **Folio:** 0 **Asiento:** 0

Fecha de Registro: 17-04-1989 **Status:** VIGENTE

No. de Escritura: 3433 **Fecha de Escritura:** 11-04-1989

Notaria: 4 NOTARIA CUARTA DEL CIRCUITO

Provincia Notaria: PANAMA

Duración: PERPETUA **Domicilio:** PANAMA

Status de la Prenda: T267463 (DEF-DEFINITIVA, PRE-PRELIMINAR)

Datos de 1a. Tasa Única

Boleta: 0 **Fecha de Pago:** 19-91-0715

Agente Residente: TRONCOSO, LACAYO & PORRAS

Datos del Diario

Tomo: 196 **Asiento:** 10062

Datos de Microfilmación

Rollo: 25955 **Imagen:** 8

Moneda: DOLARES AMERICANOS.

Monto de Capital: 10,000.00

Capital
 EL CAPITAL SOCIAL AUTORIZADO SERA DE DIEZ MIL DOLARES MONEDA LEGAL DE LOS ESTADOS UNIDOS DE AMERICA DIVIDIDO EN DIEZ ACCIONES COMUNES DE UN VALOR NOMINAL DE MIL DOLARES CADA UNA

Representante Legal

EL PRESIDENTE Y ENSU AUSENCIA LO SUSTITUIRA EL VICEPRESIDENTE Y EN AUSENCIA DE AMBOS EL TESORERO.

Título del Dignatario	Nombre del Dignatario
PRESIDENTE	RICARDO E. GARCIA DE PAREDES
TESORERO	MAUREEN SIMONS
SECRETARIO	ARLEEN SUCRE GARCIA

Nombre de los Directores
RICARDO GARCIA DE PAREDES
MAUREEN SIMONS
ARLEEN SUCRE GARCIA



Nombre de los Suscriptores
CLAUDIO LACAYO ALVAREZ
RAFAEL YOUNG VIRZI

Datos del Oficio

Disolución, Quiebra, Fusión, Redomicilio Provisional o Definitivo

Rollo:	Imagen:
Fecha-Micro:	Datos del Diario
Tomo:	Asiento:
Número:	Datos de la Escritura
Notaría:	Fecha:
Tipo Acta:	Provincia:

Detalle

EXHIBIT G

Kenneth W. Lee
1660 Jorrington Street
Mt Pleasant, SC 29466
March 29, 2010

The Honorable Judge David L. Russell
200 NW Fourth Street
Oklahoma City, OK 73102

Dear Judge Russell

I am writing this to you as I do not know where to turn in the matter of **Case No. 09-CV-1284 (DLR)**.

I have been overwhelmed with Motions, Orders and such and just do not know what to do. I cannot hire an attorney as they are afraid they will not be paid or have to return any funds they might receive. I am at wit's end due to the stress it has placed on me and my family, and they are totally destroyed emotionally.

My wife Sheila, sons' David and Darren had nothing to do with any of this and invested their own funds along with others. Others received funds and it just does not seem right that Sheila, David and Darren cannot receive funds as well. They purchased their homes, cars and lived on the earnings of their investments. My sons traded their own accounts and were entitled to all of the profits from their work yet they are being denied any consideration for such investments and work in their own account.

We also do not have the funds to attend any hearings in Oklahoma City as all funds have been frozen and taken away. Funds that my wife and sons feel rightfully belong to them.

We, Kenneth, Sheila, David and Darren Lee asked the CFTC, Oklahoma Department of Securities and Receiver for all documents, depositions and complaints, be given us, but have never received any thing from them. It is demanded that we turn over documents that we do not have or ever had, but we seem to be unable to receive any thing from them.

I am being asked for documents that I do not have and never had, nor has anyone else in my family had, destroyed or hidden from the Receiver or the CFTC. We are accused of doing this, but have not done so. I gave an accounting to the Receiver and it came from the investors. I gave bank records to the Receiver and they were provided by the bank. I just do not know what else I can do to halt the pressure and heavy handed approach the Receiver and CFTC are using in this matter.

I have proposed a plan to the Receiver, Oklahoma Department of Securities and CFTC about how I could continue trading and get all investors funds back to them. I have asked that I be given as much as four years to get this accomplished but have had no response. If all of our assets were taken now it would not be nearly as much as if I were allowed to trade and have the funds paid to the customers.

I do not know how to ask for this, but am hoping that you can cause some consideration in my

being allowed to trade so that I may settle this matter. I have indicated a strong willingness to settle this and I think this is the most advantageous way to have the investors repaid.

I apologize if I am violating any rules in writing you, but I do not know what else to do, and I thank you for your time and consideration.

Sincerely,

Kenneth W. Lee
1660 Jorrington Street
Mount Pleasant, SC 29466
843-388-9073

TO: Katherine Driscoll
1155 21st Street NW
Washington, DC 20581

Terry Shamas Bonnell
120 North Robinson Avenue, Suite 860
Oklahoma City, OK 73102

Stephen Moriarty
100 N. Broadway, Suite 700
Oklahoma City, OK 73102

Due to the cost and lack of funds to attend the hearing in US District Court in Oklahoma City, OK on April 6, 2010 I am requesting that I be allowed to participate by telephone.

I was advised by Judge Russell's assistant that this is permissible, but I have to notify each of the representatives in this case and notify the Court that we will need a telephone link.

Thank you, and I hope you agree to this request.

Respectfully Submitted,

Kenneth W. Lee
1660 Jorrington Street
Mt Pleasant, SC 29466

Sheila M. Lee
1660 Jorrington Street
Mt Pleasant, SC 29466

David A. Lee
2676 Palmetto Hall Blvd
Mt Pleasant, SC 29466

Darren A. Lee
2676 Palmetto Hall Blvd
Mt Pleasant, SC 29466

Kenneth W. Lee
1660 Jorrington Street
Mt Pleasant, SC 29466
April 16, 2010

The Honorable Judge David L. Russell
200 NW Fourth Street
Oklahoma City, OK 73102

Dear Judge Russell

I am writing this to you as I do not know where to turn in the matter of **Case No. 09-CV-1284 (DLR)**.

We do not have the funds to attend this hearing in Oklahoma City on April 21, 2010 as all funds have been frozen and taken away. Funds that my wife and sons feel rightfully belong to them as it was their earned money.

David and Darren's accounts were frozen March 4th as well as Sheila's personal account. This leaves us totally without funds or the means to obtain funds to make trips to Oklahoma City.

I am asking that we be given consideration in this hearing on April 21, 2010 and not be judged harshly for being unable to be there due to having no money. This trip would cost more than \$1,500.00 and we do not have it. We are also without legal representation due to the bank accounts being frozen.

We have also filed the motions and answers required by the Court. We thank you for giving us the opportunity to take care of those issues.

I am making this request for myself, Kenneth W. Lee as well as Sheila M. Lee, David A. Lee and Darren A. Lee.

I have proposed a plan to the Receiver, Oklahoma Department of Securities and CFTC about how I could continue trading and get all investors funds to them. I have asked that I be given as much as four years to get this accomplished. If all of our assets were taken, it would not be nearly as much as if I were allowed to trade and have the funds paid to the customers.

I apologize if I am violating any rules in writing you, but I do not know what else to do, and I thank you for your time and consideration.

Sincerely,

Kenneth W. Lee
1660 Jorrington Street
Mount Pleasant, SC 29466
843-814-3877

Kenneth W. Lee
1660 Jorrington Street
Mt Pleasant, SC 29466
November 1, 2010

The Honorable Judge David L. Russell
200 NW Fourth Street
Oklahoma City, OK 73102

Dear Judge Russell

I am writing this to you as I do not know where to turn in the matter of **Case No. 09-CV-1284 (DLR)**.

I have been overwhelmed with Motions, Orders and such and just do not know what to do. I cannot hire an attorney as they are afraid they will not be paid or have to return any funds they might receive. I am at wit's end due to the stress it has placed on me and my family, and they are totally destroyed emotionally.

My wife Sheila, sons' David and Darren had nothing to do with any of this and invested their own funds along with others. Others received funds and it just does not seem right that Sheila, David and Darren cannot receive funds as well. They purchased their homes, cars and lived on the earnings of their investments. My sons traded their own accounts and were entitled to all of the profits from their work yet they are being denied any consideration for such investments and work in their own account.

We do not have the funds to attend any hearings or a trial in Oklahoma City as all funds have been frozen and taken away. Our financial situation is desperate and we are a destitute family existing on very little income. My sons have taken jobs that pay below minimum wage and can only afford the bare necessities of existence. My wife and I live on a very small Social Security payment and are the same, and we had both had to stop taking prescriptions medications for matters related to health issues as we could not afford the expense. We are living a bare existence and have no funds for any travel or accommodations for a trial.

I had hoped our situation would be better by now, and tired to determine how I could finance such an expensive trip, but I just do not have the funds to do so. I had hoped our situation would be better by now, but it has only gotten worse with each passing day and I see little hope of this situation improving in the immediate future with the restraints placed on each of us.

We, Kenneth, Sheila, David and Darren Lee asked the CFTC, Oklahoma Department of Securities and Receiver for all documents, depositions and complaints, be given us, but have never received any thing from them. It is demanded that we turn over documents that we do not have or ever had, but we seem to be unable to receive any thing from them. Darren and I have both been deposed and have never received a copy of our latest depositions, and we were promised these documents in a timely manner. These depositions were over a month ago, and still no copies for us. Darren was refused answers to a request he made to the CFTC for reasons known only to the CFTC.

During a phone conference call on Friday October 29, 2010 an offer of settlement was given me that I can not accept due to our financial situation. This offer was made because the Plaintiffs realized the we could not afford to travel to Oklahoma City for a lengthy trial and they thought this would help our situation.

I would have done so, but we would be totally homeless and destitute. I told this to the CFTC, Receiver and Oklahoma Department of Securities and they said it was not their problem and that was their final offer, take it or leave it and if I did not take it they would win in Court and we would be ordered out of our homes that we feel we rightfully own. They also said they were only down the street from the Court and could take as long as necessary in this case and would win.

I can not believe the Court would order this on us as we have tried to provide proof that we did in fact have funds in the investment program and these funds purchased our homes and other items. The Plaintiffs have refused to acknowledge that we did have funds invested and were entitled to these funds for our personal use.

I have searched for months for copies of cashiers checks that I had invested into our investment program and later invested into this program in question. I did find these checks on Friday night October 29, 2010 in a very unlikely place and know it will be met with scorn from the Plaintiffs, but hope the Court will consider these as proof that we did have personal funds invested. Not like the CFTC said in the conference call this past Friday, that I had put all the customers funds into my pocket. I guess all the trading records have no significance or indication that maybe we did trade for the customers and the CFTC can just ignore these documents.

The Plaintiffs turned a deaf ear to any documents that were in the Defendants and Relief Defendants favor and refused to acknowledge that we did have funds in this case. I am attaching the copies of the checks with this letter to hopefully show that we did invest and our purchases were rightfully ours and do belong to us.

I have indicated a willingness to settle this, but can not see my family thrown into the street as the Plaintiffs want, there must be a better way and I know the Honorable Court will find a fair solution.

I apologize if I am violating any rules in writing you, and for my ignorance of the procedures in such matters, but I do not know what else to do, and I thank you for your time and consideration.

Sincerely,

Kenneth W. Lee
1660 Jorrington Street
Mount Pleasant, SC 29466
843-814-3877