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NATIONAL FUTURES ASSOCIATION
LEGAL DOCKETING

NATIONAL FUTURES ASSOCIATION
BEFORE THE HEARING PANEL

In the Matter of:	)	
	)	
UNIVERSAL COMMODITY CORP.	)	
(NFA ID #244735),	)	
	)	
MELISSA S. KAISER	)	
(NFA ID #265753),	)	
	)	
RANDY J. BURSTEIN	)	NFA Case No. 07-BCC-047
(NFA ID #204981),	)	
	)	
RANDI G. LEVINE	)	
(NFA ID #195829),	)	
	)	
ILEANA R. MARCHETTO	)	
(NFA ID #341752),	)	
	)	
and	)	
	)	
SCOTT E. RAUTBORD	)	
(NFA ID #201649),	)	
	)	
Respondents.	)	
	)	
and	)	
	)	
In the Matter of:	)	
	)	
COMTRUST, INC.	)	
(NFA ID #346967),	)	
	)	
and	)	NFA Case Nos. 07-BCC-047
	)	and 08-BCC-022
STUART A. MEHLER	)	
(NFA ID #205587),	)	
	)	
Respondents.	)	

DECISION

Having reviewed all matters relevant to the Complaints issued by the Business Conduct Committee ("Committee") of National Futures Association ("NFA") against Universal Commodity Corp. ("UCC"), Comtrust, Inc. ("Comtrust"), Stuart Mehler ("Mehler"), who was a principal and associated person ("AP") of both firms, and UCC APs Melissa Kaiser ("Kaiser"), Randy Burstein ("Burstein"), Randi Levine ("Levine"), Scott Rautbord ("Rautbord") and Ileana Marchetto ("Marchetto") (collectively the "Respondents") in NFA Case No. 07-BCC-047 and against Comtrust and Mehler in NFA Case No. 08-BCC-022, and having considered the Offers of Settlement ("Offers") submitted by the Respondents, and having accepted the Offers, the Hearing Panel issues this Decision as to the Respondents named herein and not as to any other Respondents.

I

ALLEGED VIOLATIONS OF NFA REQUIREMENTS

A. NFA Case No. 07-BCC-047

The Complaint was issued by the Committee on December 5, 2007 and alleged that UCC, Burstein, Levine, Marchetto and Rautbord made deceptive and misleading sales presentations, in violation of NFA Compliance Rules 2-2(a) and 2-29(a)(1); that UCC and Levine encouraged a customer to supply inaccurate financial information, in violation of NFA Compliance Rule 2-30(a); that UCC and Rautbord used deceptive promotional material, in violation of NFA Compliance Rules 2-29(b)(1) and (b)(2); that UCC allowed an unregistered individual to act as an AP, in violation of NFA Bylaw 301(b), and that UCC, Mehler and Kaiser failed to diligently supervise UCC's

employees and agents, in violation of NFA Compliance Rule 2-9(a). In addition, Comtrust, to which UCC introduced customer accounts, was alleged to have failed to uphold high standards of commercial honor and just and equitable principles of trade, in violation of NFA Compliance Rule 2-4.

B. NFA Case No. 08-BCC-022

The Complaint was issued by the Committee on August 20, 2008 and alleged that Comtrust failed to implement an anti-money laundering program, in violation of NFA Compliance Rule 2-9(c); that Comtrust failed to maintain current and accurate books and records, in violation of NFA Compliance Rule 2-10; that Comtrust failed to maintain required capital, in violation of NFA Financial Requirements Section 1, and that Comtrust and Mehler failed to diligently supervise Comtrust, in violation of NFA Compliance Rule 2-9(a).

II

RESPONSES

The Respondents have made the following Offers in settlement of the various allegations made against them by the Committee. Comtrust's and Mehler's Offers were made in settlement of the allegations made against them in both of the above-captioned Complaints.

Comtrust agreed to withdraw from NFA membership and that it would never again apply for NFA membership, associate membership or principal status with any NFA Member.

Mehler agreed to withdraw from NFA associate membership and principal status with any and all NFA Members and that he would not apply for NFA membership, associate membership or principal status with any NFA Member for a period of two

years. In addition, Mehler agreed that, in the event that he attains NFA membership, associate membership or principal status with any NFA Member in the future, he would pay a $500,000 fine.

UCC agreed to withdraw from NFA membership and that it would never again apply for NFA membership, associate membership or principal status with any NFA Member.

Kaiser agreed to pay a fine of $10,000 and to be barred from applying for NFA membership and associate membership and from acting as a principal of any NFA Member for two years. In addition, she agreed to tape record all conversations with customers and prospective customers for six months and to cause the APs of any firm of which she is a principal to tape record all conversations with customers and prospective customers for six months.

Burstein agreed to pay a fine of $20,000 and to be barred from applying for NFA membership and associate membership and from acting as a principal of any NFA Member for two years. In addition, he agreed to tape record all conversations with customers and prospective customers for six months and to cause the APs of any firm of which he is a principal to tape record all conversations with customers and prospective customers for six months.

Levine agreed to pay a fine of $5,000 and to be barred from applying for NFA membership and associate membership and from acting as a principal of any NFA Member for one year. In addition, she agreed to tape record all conversations with customers and prospective customers for six months and to cause the APs of any firm of which she is a principal to tape record all conversations with customers and prospective customers for six months.

Rautbord agreed to pay a fine of $5,000 and to be barred from applying for NFA membership and associate membership and from acting as a principal of any NFA Member for one year. In addition, he agreed to tape record all conversations with customers and prospective customers for six months and to cause the APs of any firm of which he is a principal to tape record all conversations with customers and prospective customers for six months.

Marchetto agreed to pay a fine of $10,000 and to be barred from applying for NFA membership and associate membership and from acting as a principal of any NFA Member for two years. In addition, she agreed to tape record all conversations with customers and prospective customers for six months and to cause the APs of any firm of which she is a principal to tape record all conversations with customers and prospective customers for six months.

In making their Offers, the Respondents neither admitted nor denied the allegations made in the relevant Complaints, but consented to the use of their Offers and the Decision accepting them in any action to enforce the terms of the Offers and as evidence in aggravation in any subsequent disciplinary, regulatory or registration action against them.

III

PENALTIES

The Hearing Panel, having considered this matter and having accepted the Offers made by the Respondents, orders that:

Universal Commodity Corporation

1. UCC shall withdraw from NFA membership effective upon the date of issuance of this Decision and shall never again apply for NFA membership, associate membership or principal status with any NFA Member.

Comtrust, Inc.

1. Comtrust shall withdraw from NFA membership within thirty days of the effective date of this Decision and shall never again apply for NFA membership, associate membership or principal status with any NFA Member.

Stuart Mehler

1. Mehler shall withdraw from NFA associate membership and principal status with any and all NFA Members within thirty days of the effective date of this Decision and shall not apply for NFA membership, associate membership or principal status with any NFA Member for a period of two years following the date of issuance of this Decision.

2. In the event that Mehler attains NFA membership, associate membership or principal status with any NFA Member in the future, he shall pay a fine of $500,000 to NFA, due and payable in full within thirty days of Mehler attaining any such status.

Melissa Kaiser

1. Kaiser shall be barred from NFA membership, associate membership or principal status with any NFA Member for a period of two years following the date of issuance of this Decision.

2. Kaiser shall tape record any and all conversations with customers or prospective customers for a period of six months. In addition, she shall cause any and all APs sponsored by any Member of which she is a principal during the period covered by this paragraph to tape record any and all conversations with customers or prospective customers during that period. Kaiser shall promptly produce any and all recordings required to be created under this provision to NFA in a manner in which the participants and dates of the conversations can be readily identified. Only periods during which Kaiser is an NFA Member or a principal or an Associate of an NFA Member shall be counted toward the fulfillment of the obligations created by this paragraph.

3. Should Kaiser be granted NFA membership, associate membership or principal status with any NFA Member following the expiration of her two-year bar, Kaiser shall pay a fine of $10,000 to NFA, due and payable in full thirty days after she is granted NFA membership, associate membership or principal status with any NFA Member.

Randy Burstein

1. Burstein shall be barred from NFA membership, associate membership or principal status with any NFA Member for a period of two years following the date of issuance of this Decision.

2. Burstein shall tape record any and all conversations with customers or prospective customers for a period of six months. In addition, he shall cause any and all APs sponsored by any Member of which he is a principal during the period covered by this paragraph to tape record any and all conversations with customers or prospective customers during that period. Burstein shall promptly produce any and all recordings required to be created under this provision to NFA in a manner in which the participants and dates of the conversations can be readily identified. Only periods during which Burstein is an NFA Member or a principal or an Associate of an NFA Member shall be counted toward the fulfillment of the obligations created by this paragraph.

3. Should Burstein be granted NFA membership, associate membership or principal status with any NFA Member following the expiration of his two-year bar, Burstein shall pay a fine of $20,000 to NFA, due and payable in full thirty days after he is granted NFA membership, associate membership or principal status with any NFA Member.

Randi Levine

1. Levine shall be barred from NFA membership, associate membership or principal status with any NFA Member for a period of one year following the date of issuance of this Decision.

2. Levine shall tape record any and all conversations with customers or prospective customers for a period of six months. In addition, she shall cause any and all APs sponsored by any Member of which she is a principal during the period covered by this paragraph to tape record any and all conversations with customers or prospective customers during that period. Levine shall promptly produce any and all recordings required to be created under this provision to NFA in a manner in which the participants and dates of the conversations can be readily identified. Only periods during which Levine is an NFA Member or a principal or an Associate of an NFA Member shall be counted toward the fulfillment of the obligations created by this paragraph.

3. Should Levine be granted NFA membership, associate membership or principal status with any NFA Member following the expiration of her one-year bar, Levine shall pay a fine of $5,000 to NFA, due and payable in full thirty days after she is granted NFA membership, associate membership or principal status with any NFA Member.

Scott Rautbord

1. Rautbord shall be barred from NFA membership, associate membership or principal status with any NFA Member for a period of one year following the date of issuance of this Decision.

2. Rautbord shall tape record any and all conversations with customers or prospective customers for a period of six months. In addition, he shall cause any and all APs sponsored by any Member of which he is a principal during the period covered by this paragraph to tape record any and all conversations with customers or prospective customers during that period. Rautbord shall promptly produce any and all recordings required to be created under this provision to NFA in a manner in which the participants and dates of the conversations can be readily identified. Only periods during which Rautbord is an NFA Member or a principal or an Associate of an NFA Member shall be counted toward the fulfillment of the obligations created by this paragraph.

3. Should Rautbord be granted NFA membership, associate membership or principal status with any NFA Member following the expiration of his one-year bar, Rautbord shall pay a fine of $5,000 to NFA, due and payable in full thirty days after he is granted NFA membership, associate membership or principal status with any NFA Member.

Ileana Marchetto

1. Marchetto shall be barred from NFA membership, associate membership or principal status with any NFA Member for a period of two years following the date of issuance of this Decision.

2. Marchetto shall tape record any and all conversations with customers or prospective customers for a period of six months. In addition, she shall cause any and all APs sponsored by any Member of which she is a principal during the period covered by this paragraph to tape record any and all conversations with customers or prospective customers during that period. Marchetto shall promptly produce any and all recordings required to be created under this provision to NFA in a manner in which the participants and dates of the conversations can be readily identified. Only periods during which Marchetto is an NFA Member or a principal or an Associate of an NFA Member shall be counted toward the fulfillment of the obligations created by this paragraph.

3. Should Marchetto be granted NFA membership, associate membership or principal status with any NFA Member following the expiration of her one-year bar, Marchetto shall pay a fine of $10,000 to NFA, due and payable in full thirty days after she is granted NFA membership, associate membership or principal status with any NFA Member.

The Offers and this Decision may be used in any action to enforce the terms of the Offers and may be considered as evidence in aggravation in any subsequent disciplinary, regulatory or registration action against the Respondents.

IV

INELIGIBILITY

Pursuant to the provisions of Commodity Futures Trading Commission ("CFTC") Regulation 1.63, this Decision and the sanctions imposed herein render Mehler, Kaiser, Burstein, Levine, Rautbord and Marchetto ineligible to serve on a disciplinary committee, arbitration panel, oversight panel or governing board of any self-regulatory organization, as that term is defined in CFTC Regulation 1.63, until the later of three years after the effective date of this Decision, or until they have satisfied all the sanctions and conditions imposed by this Decision.

NATIONAL FUTURES ASSOCIATION
HEARING PANEL

Dated: 11/12/2008

By: Patricia C. Donahue
Patricia C. Donahue
Chairperson

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AFFIDAVIT OF SERVICE

I, Nancy Miskovich-Paschen, on oath state that on November 12, 2008, I served copies of the attached Decision, by sending such copies in the United States Mail, postage prepaid, certified mail, return receipt requested, and by regular mail, first-class delivery, in envelopes addressed as follows:

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OFFICIAL SEAL
CHRISTINE MAKINO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES OCTOBER 03, 2012

Nancy Miskovich-Paschen

Nancy Miskovich-Paschen

Subscribed and sworn to before me
on this 12th day of November 2008.

Christine Makino

Notary Public