

**BEFORE THE
NATIONAL FUTURES ASSOCIATION**

In the Matter of:)	
)	
SUREINVESTMENT, LLC)	
(NFA ID #411549))	
)	NFA Case No. 11-MRA-006
and)	
)	
CROSBY WOOD)	
(NFA ID #412009))	

**NOTICE OF MEMBER RESPONSIBILITY ACTION AND ASSOCIATE
RESPONSIBILITY ACTION UNDER NFA COMPLIANCE RULE 3-15**

National Futures Association ("NFA") hereby gives notice to SureInvestment, LLC ("Sure"), a registered commodity pool operator ("CPO"), commodity trading advisor ("CTA"), and a Member of National Futures Association ("NFA") and Crosby Wood ("Wood"), an associated person ("AP"), listed principal of Sure and an NFA Associate that, pursuant to NFA Compliance Rule 3-15, the President of NFA, with the concurrence of NFA's Executive Committee, has taken a Member Responsibility Action ("MRA") against Sure and an Associate Responsibility Action ("ARA") against Wood, whereby:

1. Sure and Wood are hereby suspended from NFA membership effective immediately and until further notice;
2. Sure, Wood, and any person acting on Sure's behalf, are prohibited from disbursing or transferring any funds over which it or any person acting on its behalf exercises control, without prior approval from NFA; and
3. Sure and Wood are required to provide copies of this MRA/ARA by overnight courier or e-mail to all: a) commodity pool customers; b) all promissory note holders; and c) banks and other financial institutions in which money is on deposit in the name of Sure or any of the funds it operates.

This action is effective immediately and deemed necessary to protect customers because Sure and Wood have failed to cooperate with NFA and have misled NFA throughout its examination and investigation of the firm.

In support of these actions, NFA has attached the affidavit of Peter Krol, who is a Manager in NFA's Compliance Department, and based thereon alleges as follows:

Background

1. Sure became a registered CPO and NFA Member on September 3, 2009. Sure's main office is located in McLean, Virginia. Sure registered as a CTA on May 3, 2010. Sure operates three commodity pools: SureInvestment Master Fund, LP ("Master Fund"), SureInvestment US, LP ("US Fund") and SureInvestment International, Ltd. ("International Fund").
2. Timothy Hirt ("Hirt") is a listed principal of Sure and has been since September 3, 2009. Wood is a listed principal of Sure and an AP and an NFA Associate and has been since September 3, 2009. Benjamin Wilson ("Wilson") was also a listed principal of Sure and an AP and NFA Associate. Wilson became an AP and NFA Associate on November 5, 2009 and became a listed principal on December 15, 2009. On December 7, 2010, Wilson was de-listed as a principal. Moreover, on August 8, 2011, a user with the name of "HirtT" withdrew Wilson's AP status via NFA's Online Registration System ("ORS") and backdated the withdrawal to December 10, 2009.
3. On October 1, 2010, the Financial Services Authority ("FSA") issued a Claim Form in the High Court of Justice Chancery Division against Wilson (trading as, SureInvestment) ("Sure United Kingdom") and Weymouth Securities, Ltd. This was served on those defendants on or around the same date, together with a Court order containing restraining and freezing injunctions. The Particulars of Claim ("Particulars") were filed and served on or around November 18, 2010 and set out in greater detail the FSA's claim. It alleged, in part, that Wilson was operating an unauthorized collective investment scheme and that, on his own admission (which the FSA was not at that time in a position to verify), approximately £14 million remained outstanding to investors in the United Kingdom ("U.K.") scheme. In the Particulars, the FSA also stated that it appeared Wilson used these funds, in part, for his personal use. Although both Sure and Wilson were required to disclose such an action to NFA, neither did so. As a result, when NFA independently learned of the action in July 2011, NFA commenced an unannounced examination of Sure on July 18, 2011 as a result of Wilson's affiliation with the firm.
4. At the start of the examination, NFA immediately asked Hirt and Wood about Wilson's current role at Sure since NFA's ORS showed that he was an AP of the firm. Hirt told NFA that Wilson was a personal friend, but that he had no current affiliation with the firm. In fact, during the exam of the firm, Hirt went so far as to provide NFA with a signed letter, which stated as

follows: "SureInvestment has Benjamin Wilson incorrectly listed as an AP with the firm. Since Mr. Wilson stepped down in early December 2010, he should no longer be listed as an AP. On the other hand, both Mr. Hirt and Mr. Wood have interaction with clients and should be registered as APs as well as principals. We will correct this oversight shortly." Likewise, Wood also told NFA that Wilson had no role at the firm.

5. NFA also asked Hirt to provide books and records for Sure and the three Funds which Sure operated. Based on a review of these books and records and information provided to NFA by Hirt, NFA learned that Sure sought customers to invest as: 1) capital investors to provide start-up money for Sure; and/or 2) as pool participants to invest in the firm's commodity pools.
6. According to Hirt, if a customer decided to invest directly into a commodity pool, the investor would wire money to a bank account in the name of either the International Fund or the US Fund (collectively the "Feeder Funds"), and that money would ultimately be directed into a bank account in the name of the Master Fund. Although Sure did not maintain books and records for these three Funds, Hirt did provide NFA with bank and trading records. Based on those trading records, NFA believes that the Master Fund, via the two Feeder Funds, received approximately \$800,000 between January and February 2011 from six pool participants.
7. With respect to this \$800,000, NFA traced those funds and verified that Sure used this money to open a futures trading account in the name of the Master Fund at a futures commission merchant ("FCM") in January 2011. The trading in the Master Fund was initially profitable but, on March 8, 2011, the Fund suffered a loss of approximately \$944,000, which included a complete loss of the pool participants' funds in the amount of approximately \$729,000, and a remaining debit balance of approximately \$215,000.
8. If a customer wanted to make a capital investment into Sure, the customer was directed to wire money into Sure's operating account. Based on NFA's review of the bank records for Sure's operating account, between August 2009 and March 8, 2011, Sure received \$3.2 million from six different individuals, which Hirt represented was intended to provide start-up capital to Sure. Hirt told NFA that the ultimate goal was to establish Sure as a highly successful investment company that generated income from the management fees (2% annually) and incentive fees (20%) it earned through the operation of the firm's commodity pools. Those investors who provided start-up capital to Sure received promissory notes. The terms of the notes provide that the investors will receive "4% per annum, calculated yearly not in advance," and that it would be "repaid in full five years from the execution of this note." Hirt represented that although the interest is calculated yearly, none of it is to be paid until the end of each note's five-year term.

9. Given the Master Fund's total loss on March 8, 2011, and Hirt's representation that Sure had no sources of income beyond the management and incentive fees it anticipated earning from trading the Master Fund, NFA asked Hirt how it intended to repay its capital investors. Hirt said he did not know since "operations were not going as planned."
10. As a result of the total loss suffered by the Master Fund, Hirt told NFA that Sure closed all three Funds in March 2011. However, in April 2011, Sure apparently re-opened the same three Funds in an effort to solicit additional customer investments. In between April and June 2011, Sure received £576,000 (approximate value of \$924,972 as of July 1, 2011) from four new pool participants. As of July 1, 2011, all of the money from the four participants was on deposit at an FCM in the name of the Master Fund.
11. In addition to seeking new investments for its commodity pools after March 9, 2011, Sure also sought additional "start-up capital." According to the firm's operating account, it received an additional \$1.16 million after March 8, 2011 – when the Master Fund previously lost all its money. Given Hirt's representation that Sure's only method of generating income was through the incentive and management fees it anticipated earning from trading the Funds, and since that method of business had failed miserably as of March 8, 2011, NFA asked Hirt if Sure had disclosed the \$943,809 trading loss to the capital investors prior to their investment. Hirt told NFA that he made no disclosure to the capital investors prior to accepting their investments after March 8, 2011. NFA also asked Wood what, if any, disclosure had been made but, to date, he has failed to respond.
12. Moreover, during NFA's July 2011 examination, NFA found that it appears approximately \$1.45 million of Sure's investors' funds was transferred from Sure's operating bank account to personal accounts held by Wood, Hirt, Wilson or companies owned by Wilson or Wood to pay for the personal expenses of these three individuals. For example, it appears that Wood, Wilson and Hirt used funds from Sure's operating account to pay for family vacations, gym memberships, skin care products, golf accessories, purchases at wine shops, spa visits, gambling, clothing, jewelry, home furnishings and over \$20,000 went towards two first class airline tickets for Wilson from London to the U.S. in March and April 2011 (after the time period Wilson was supposedly no longer affiliated with Sure). Furthermore, in late March 2011, about two weeks after the Master Fund was completely wiped out and owed a \$215,000 debit to its FCM, Wilson went on back-to-back trips to Las Vegas, Atlanta and Hilton Head, South Carolina where he racked up over \$23,000 in hotel, night club, bar and golf expenses.

Failure to Produce and Cooperate in NFA Examination

13. In mid-July 2011, during NFA's exam, the FCM that carried the Master Fund's commodity pool account learned about the lawsuit which the FSA filed against Wilson and Sure U.K. Shortly thereafter, the FCM closed the Master Fund's trading account and wired approximately \$755,000 into a bank account in the name of the Master Fund. Based on the fact that approximately \$924,972 was on deposit in the trading account as of July 1, 2011, it appears as if the Master Fund suffered approximately an additional \$170,000 in losses in less than a month. On July 28, 2011, NFA made a request to Hirt that Sure not transfer or disburse any funds from the firm's operating bank account without prior approval from NFA. On the next day, July 29, 2011, Hirt indicated that none of the money had been transferred or disbursed. At the same time, NFA also told Hirt that he was required to provide NFA with bank statements to verify that Sure did not move any money out of the Master Fund's bank account.
14. On August 5, 2011, Hirt provided NFA with a bank statement for the Master Fund that indicated a balance of \$755,000. On August 9th and August 17th, 2011, NFA asked Hirt to provide a current bank statement for the Master Fund account as well as a current statement for Sure's operating account. On each of these dates, despite NFA's reminder to Hirt that failure to cooperate with NFA during its investigation would violate NFA Compliance Rule 2-5, Hirt failed to produce the requested bank statements.
15. On August 19, 2011, NFA reiterated its prior request to Hirt and also made the request to Wood. On Thursday, August 25, 2011, attorneys on behalf of Sure, Hirt and Wood finally produced a bank statement for the Master Fund that showed all transaction activity through August 24th. This bank statement showed that Sure initiated a series of wire transfers on August 5th that ultimately depleted the Master Fund's bank account. The statement showed no other transactions after August 5, 2011. Additionally, Sure, Hirt and Wood failed to produce the bank records for Sure's operating account and certain other accounting records (e.g., an accurate and complete balance sheet for Sure) that NFA previously requested.
16. Neither Hirt nor Wood provided any credible explanation as to why they transferred money out of the Master Fund's bank account without prior approval from NFA. However, Wood and Hirt did claim that the pool participants had verbally authorized the transfers and provided redemption requests to NFA from the four pool participants. Each redemption request authorizes the general partner (i.e., Sure) to transfer their investment to a bank account, and were purportedly signed by the pool participants. Wood and Hirt told NFA that the transferee bank account belonged to a company named Fenix Capital ("Fenix"), which has no past or current registration with the Commodity Futures Trading Commission ("CFTC") or status as an NFA

Member. In fact, NFA obtained corporate formation documents from the Commonwealth of Virginia's website that show Fenix was incorporated on August 3, 2011.

17. When NFA contacted the four pool participants to verify that they had executed the redemption requests and authorized the transfer of their money, two responded to NFA and each indicated that, although they had verbally authorized Sure personnel to transfer their investment, they had not actually signed the redemption requests provided to NFA. At this time, NFA asked Hirt's attorney why Sure appeared to have forged the participants' signatures on the redemption requests and he indicated that "forgery is a very strong word." When NFA informed him that at least one participant told NFA that he did not sign the redemption request, the attorney's only reply was "oh."
18. After learning that the pool participants' investment had been transferred to Fenix, NFA asked Wood and Hirt to explain what Fenix was, who owned and operated Fenix and what, if anything, the pool participants knew about Fenix since the redemption requests did not refer to it. At the same time, NFA also asked what disclosure Sure had provided to the promissory note holders regarding the current financial condition of Sure since the Master Fund's bank account had no balance and Sure's operating account had a balance of only \$798 as of July 29, 2011.
19. Hirt responded and said that he had transferred the money to Fenix at the direction of the investors and Wilson, and that the promissory note holders had received no disclosure regarding the current financial condition of Sure. Through his attorneys, Wood claimed he could not provide NFA with any information regarding Fenix or the transfer of the Master Fund's assets to Fenix.
20. Since Hirt was now claiming that Wilson helped initiate the transfer of the pool participants' money to Fenix, NFA asked Hirt why he previously misled NFA regarding Wilson's involvement with Sure. NFA received a non-responsive e-mail from Hirt's attorney that failed to address NFA's question. Instead, Hirt's attorney only said that "both Mr. Wood and Mr. Hirt were shocked to hear that Mr. Wilson was still listed as an AP and that the NFA was making inquiries, including showing up unannounced at Mr. Hirt's home and demanding that they be allowed to see all of his files and ask so many questions." Mr. Hirt's attorney went on to further explain the transfer of the pool participants' investments to Fenix by claiming "the investors requested that their money be removed immediately from the SI Fund and be placed in an account that was not subject to inspection or regulation by the NFA."
21. Since Hirt claimed that all of Sure's pool assets were transferred to Fenix, NFA requested that Hirt and Wood provide the current value of those

assets. On Friday, August 26th, Hirt responded that Fenix's current assets "included \$200,000 in cash and \$480,000 in investments." Hirt provided no explanation as to why the Fund's assets had dropped by \$75,000 in just three weeks. Again, Wood failed to respond to NFA's inquiries.

22. NFA then asked Hirt and Wood to provide documentation to verify the current location of the \$680,000 in purported assets. On Tuesday, August 30, 2011, Hirt provided an August 25, 2011 trading statement for a futures account held at an FCM which showed a current balance of \$220,193, an amount far less than Hirt's representation of \$480,000 just two business days earlier. Worse, however, is the fact that on August 30, 2011 – hours after Hirt submitted the August 25th statement to NFA – NFA contacted the FCM and learned that the account's current value was actually \$40, which means that Hirt submitted the August 25th statement to NFA in an attempt to purposefully mislead NFA as to the value of the account held at the FCM.
23. The FCM subsequently provided NFA with statements showing that on August 26, 2011, \$200,000 was wired from Fenix's trading account back to a bank account held in Fenix's name. Additionally, the FCM informed NFA that on August 29, 2011, Fenix personnel requested that a check in the amount of \$36,017.55 be sent to Fenix at the firm's address, which is also coincidentally Hirt's home address. This series of transactions left a balance of \$40 in the trading account.
24. Moreover, on August 31, 2011, Hirt provided NFA with a bank account statement he claimed was for Fenix's operating account. However, before providing the statement, certain portions of this statement are redacted so NFA cannot verify the actual account holder. In addition, although the statement is dated August 31, 2011, it shows an apparent balance of \$341,299 as of August 26, 2011. Given the inconsistent dates on the bank statement, NFA cannot determine whether the \$341,299 balance includes the \$200,000 that was wired on August 26, 2011 from Fenix's trading account to Fenix's bank account. Importantly, to confirm the \$341,299 balance in Fenix's bank account, NFA asked both Hirt and Wood to execute confirmation forms. Despite this request, neither has complied, which leads NFA to conclude that the existence of the \$341,299 in the bank account is doubtful.
25. At this time, it appears that Sure collected approximately \$4.3 million from capital investors and \$1.5 million from commodity pool investors for a total of almost \$6 million, and NFA can only account for approximately \$1.1 million – that were trading losses – of the \$6 million. By failing to cooperate with NFA's investigation and providing information to NFA in an attempt to purposefully mislead NFA, Sure, Wood and Hirt have materially hindered NFA's investigation into this matter.

The MRA and ARA will remain in effect until such time as Sure and Wood have demonstrated to the satisfaction of NFA that the firm is in complete compliance with all NFA Requirements.

Sure and Wood are entitled to a prompt hearing on this matter before NFA's Hearing Committee if it so requests. The request for a hearing shall be made in writing to:

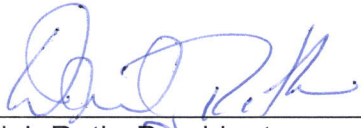
National Futures Association
300 South Riverside Plaza
Suite 1800
Chicago, Illinois 60606
Attn: Legal Department-Docketing

E-Mail: Docketing@nfa.futures.org
Facsimile: 312-781-1672

Aggrieved parties may petition the CFTC for a stay of this MRA and ARA pending a hearing pursuant to and in conformity with the terms set forth in CFTC Regulation 171.41.

NATIONAL FUTURES ASSOCIATION

Date: 09/02/2011

By: 
Daniel J. Roth, President

(ecs:MRA\2011:MRA_Sure, Wood (8.11).docx)

AFFIDAVIT

THE AFFIANT, PETER KROL, BEING DULY SWORN AND UNDER OATH STATES THAT:

1. My name is Peter Krol, and I am employed by National Futures Association ("NFA") as a Manager in the Compliance Department. In my capacity as a Manager, I participated in an examination and investigation of SureInvestment, LLC ("Sure") a registered commodity pool operator ("CPO"), commodity trading advisor ("CTA"), and a Member of NFA and Crosby Wood ("Wood"), an associated person ("AP"), listed principal of Sure and an NFA Associate.

Background

2. Sure became a registered CPO and NFA Member on September 3, 2009. Sure's main office is located in McLean, Virginia. Sure registered as a CTA on May 3, 2010. Sure operates three commodity pools: SureInvestment Master Fund, LP ("Master Fund"), SureInvestment US, LP ("US Fund") and SureInvestment International, Ltd. ("International Fund").
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13. Moreover, during NFA's July 2011 examination, NFA found that it appears approximately \$1.45 million of Sure's investors' funds was transferred from Sure's operating bank account to personal accounts held by Wood, Hirt, Wilson or companies owned by Wilson or Wood to pay for the personal expenses of these three individuals. For example, it appears that Wood, Wilson and Hirt used funds from Sure's operating account to pay for family

vacations, gym memberships, skin care products, golf accessories, purchases at wine shops, spa visits, gambling, clothing, jewelry, home furnishings and over \$20,000 went towards two first class airline tickets for Wilson from London to the U.S. in March and April 2011 (after the time period Wilson was supposedly no longer affiliated with Sure). Furthermore, in late March 2011, about two weeks after the Master Fund was completely wiped out and owed a \$215,000 debit to its FCM, Wilson went on back-to-back trips to Las Vegas, Atlanta and Hilton Head, South Carolina where he racked up over \$23,000 in hotel, night club, bar and golf expenses.

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16. On August 19, 2011, NFA reiterated its prior request to Hirt and also made the request to Wood. On Thursday, August 25, 2011, attorneys on behalf of Sure, Hirt and Wood finally produced a bank statement for the Master Fund that showed all transaction activity through August 24th. This bank statement showed that Sure initiated a series of wire transfers on August 5th that ultimately depleted the Master Fund's bank account. The statement showed no other transactions after August 5, 2011. Additionally, Sure, Hirt and Wood failed to produce the bank records for Sure's operating account and certain other accounting records (e.g., an

accurate and complete balance sheet for Sure) that NFA previously requested.

17. Neither Hirt nor Wood provided any credible explanation as to why they transferred money out of the Master Fund's bank account without prior approval from NFA. However, Wood and Hirt did claim that the pool participants had verbally authorized the transfers and provided redemption requests to NFA from the four pool participants. Each redemption request authorizes the general partner (i.e., Sure) to transfer their investment to a bank account, and were purportedly signed by the pool participants. Wood and Hirt told NFA that the transferee bank account belonged to a company named Fenix Capital ("Fenix"), which has no past or current registration with the Commodity Futures Trading Commission or status as an NFA Member. In fact, NFA obtained corporate formation documents from the Commonwealth of Virginia's website that show Fenix was incorporated on August 3, 2011.
18. When NFA contacted the four pool participants to verify that they had executed the redemption requests and authorized the transfer of their money, two responded to NFA and each indicated that, although they had verbally authorized Sure personnel to transfer their investment, they had not actually signed the redemption requests provided to NFA. At this time, NFA asked Hirt's attorney why Sure appeared to have forged the participants' signatures on the redemption requests and he indicated that "forgery is a very strong word." When NFA informed him that at least one participant told NFA that he did not sign the redemption request, the attorney's only reply was "oh."
19. After learning that the pool participants' investment had been transferred to Fenix, NFA asked Wood and Hirt to explain what Fenix was, who owned and operated Fenix and what, if anything, the pool participants knew about Fenix since the redemption requests did not refer to it. At the same time, NFA also asked what disclosure Sure had provided to the promissory note holders regarding the current financial condition of Sure since the Master Fund's bank account had no balance and Sure's operating account had a balance of only \$798 as of July 29, 2011.
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23. NFA then asked Hirt and Wood to provide documentation to verify the current location of the \$680,000 in purported assets. On Tuesday, August 30, 2011, Hirt provided an August 25, 2011 trading statement for a futures account held at an FCM which showed a current balance of \$220,193, an amount far less than Hirt's representation of \$480,000 just two business days earlier. Worse, however, is the fact that on August 30, 2011 – hours after Hirt submitted the August 25th statement to NFA – NFA contacted the FCM and learned that the account's current value was actually \$40, which means that Hirt submitted the August 25th statement to NFA in an attempt to purposefully mislead NFA as to the value of the account held at the FCM.
24. The FCM subsequently provided NFA with statements showing that on August 26, 2011, \$200,000 was wired from Fenix's trading account back to a bank account held in Fenix's name. Additionally, the FCM informed NFA that on August 29, 2011, Fenix personnel requested that a check in the amount of \$36,017.55 be sent to Fenix at the firm's address, which is also coincidentally Hirt's home address. This series of transactions left a balance of \$40 in the trading account.
25. Moreover, on August 31, 2011, Hirt provided NFA with a bank account statement he claimed was for Fenix's operating account. However, before providing the statement, certain portions of this statement are redacted so NFA cannot verify the actual account holder. In addition, although the statement is dated August 31, 2011, it shows an apparent balance of \$341,299 as of August 26, 2011. Given the inconsistent dates on the

bank statement, NFA cannot determine whether the \$341,299 balance includes the \$200,000 that was wired on August 26, 2011 from Fenix's trading account to Fenix's bank account. Importantly, to confirm the \$341,299 balance in Fenix's bank account, NFA asked both Hirt and Wood to execute confirmation forms. Despite this request, neither has complied, which leads NFA to conclude that the existence of the \$341,299 in the bank account is doubtful.

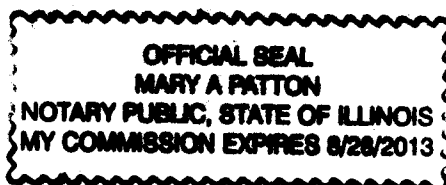
- 26, At this time, it appears that Sure collected approximately \$4.3 million from capital investors and \$1.5 million from commodity pool investors for a total of almost \$6 million, and NFA can only account for approximately \$1.1 million – that were trading losses – of the \$6 million. By failing to cooperate with NFA's investigation and providing information to NFA in an attempt to purposefully mislead NFA, Sure, Wood and Hirt have materially hindered NFA's investigation into this matter.

Further Affiant sayeth naught.


Peter Krol

Subscribed and sworn to before me
on this 2nd day of September 2011.


Notary Public



AFFIDAVIT OF SERVICE

I, Nancy Miskovich-Paschen, on oath state that on September 2, 2011, I served copies of the attached Notice of Member Responsibility Action and Associate Responsibility Action Under NFA Compliance Rule 3-15, by sending such copies by facsimile and overnight delivery, in envelopes addressed as follows:

David Stawick
Office of the Secretariat
Commodity Futures Trading
Commission
Three Lafayette Centre
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Washington, DC 20581
(Facsimile: 202-418-5521)

Terry Montgomery
Division of Enforcement
Commodity Futures Trading
Commission
Three Lafayette Centre
1155 21st Street, NW
Washington, DC 20581
(Facsimile: 202-418-5523)

and by sending such copy by e-mail and overnight delivery, in envelopes addressed as follows:

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Pepper Hamilton LLP
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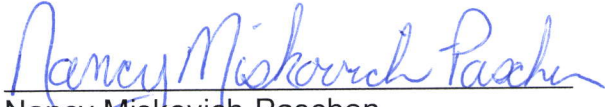
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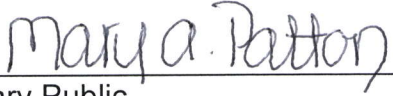
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Nancy Miskovich-Paschen

Subscribed and sworn to before me
on this 2nd day of September 2011.


Notary Public

