



ORIGINAL

Approved:

JESSICA A. MASELLA / BENJAMIN NAFTALIS  
Assistant United States Attorneys

DIG # 1

Before: THE HONORABLE MICHAEL H. DOLINGER  
United States Magistrate Judge  
Southern District of New York

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UNITED STATES OF AMERICA  
:  
- v. -  
:  
ALEX V. EKDESHMAN,  
:  
Defendant.  
:  
- - - - - x

SEALED COMPLAINT

Violations of 7 U.S.C.  
§§ 6o(1), 13(a)(1), &  
13(a)(5); 18 U.S.C.  
§§ 1341, 1343 & 2.

COUNTY OF OFFENSE:  
NEW YORK

SOUTHERN DISTRICT OF NEW YORK, ss.:

SAMUEL MOON, being duly sworn, deposes and says that he is a Special Agent with the Federal Bureau of Investigation, and charges as follows:

COUNT ONE  
(Commodities Fraud)

1. From at least in or about May 2011, up to and including at least in or about May 2013, in the Southern District of New York and elsewhere, ALEX V. EKDESHMAN, the defendant, while acting as a principal of Paramount Management, LLC, a commodity pool operator, willfully and knowingly, by use of the mails and of the means and instrumentalities of interstate commerce, directly and indirectly, would and did (a) employ devices, schemes, and artifices to defraud clients and participants, and prospective clients and participants; and (b) engage in transactions, practices, and courses of business that operated and would operate as a fraud and deceit upon clients and participants, and prospective clients and participants, to wit, EKDESHMAN falsely represented to investors that their money would be used to trade in foreign currency exchange transactions, when in fact EKDESHMAN misappropriated a large portion of the investors' funds for his personal and business expenses.

(Title 7, United States Code, Sections 60(1), 13(a)(1), and 13(a)(5); 18 United States Code, Section 2.)

**COUNT TWO**  
**(Wire Fraud)**

2. From at least in or about May 2011, up to and including at least in or about May 2013, in the Southern District of New York and elsewhere, ALEX V. EKDESHMAN, the defendant, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, to wit, a wire transfer to a bank account located in New York, New York, on various occasions, including on or about April 17, 2012, writings, signs, signals, and sounds for the purpose of executing such scheme and artifice to defraud, to wit, EKDESHMAN falsely represented to investors that their money would be used to trade in foreign currency exchange transactions, when in fact EKDESHMAN misappropriated a large portion of the investors' funds for his personal and business expenses.

(Title 18, United States Code, Sections 1343 and 2.)

**COUNT THREE**  
**(Mail Fraud)**

3. From at least in or about May 2011, up to and including at least in or about May 2013, in the Southern District of New York and elsewhere, ALEX V. EKDESHMAN, the defendant, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, for the purpose of executing such scheme and artifice and attempting to do so, did place in a post office and authorized depository for mail matter, matters and things to be sent and delivered by the Postal Service, and did deposit and cause to be deposited matters and things, to be sent and delivered by private and commercial interstate carriers, and did take and receive therefrom such matters and things and knowingly would and did cause to be delivered by mail and such carriers according to direction thereon, such matters and things, to wit, EKDESHMAN instructed investors to send funds by mail and interstate carrier, including a check sent by United Parcel Service

on or about July 25, 2012, and falsely represented that their money would be used to trade in foreign currency exchange transactions, when in fact EKDESHMAN misappropriated a large portion of the investors' funds for his personal and business expenses.

(Title 18, United States Code, Sections 1341 and 2.)

The bases for my knowledge and the foregoing charges are, in part, as follows:

4. I am a Special Agent with the New York Office of the Federal Bureau of Investigation of the Department of Justice ("FBI") and I have been personally involved in the investigation of this matter. I have been a Special Agent with the FBI for approximately 2.5 years, and I have been working on white collar investigations for approximately 1.5 years. During this time, my responsibilities have included the investigation of violations of the federal securities fraud, commodities fraud, wire fraud, and mail fraud statutes, among others, and I have participated in numerous investigations of offenses involving such violations.

5. This affidavit is based on my conversations with others, including other agents with the FBI. It is also based on my review of numerous documents, including, but not limited to, bank records, investor documents, and correspondence between ALEX V. EKDESHMAN, the defendant, and investors and my review of the transcript of sworn testimony provided by EKDESHMAN to the United States Commodity Futures Trading Commission (the "CFTC"). This affidavit is further based on my conversations with certain individuals who invested money with EKDESHMAN, through an entity known as Paramount Management, LLC. Because this affidavit is being submitted for the limited purpose of establishing probable cause, it does not include all of the facts that I have learned during the course of my investigation. Where the contents of documents and the actions, statements and conversations of others are reported herein, they are reported in substance and in part, except where otherwise indicated.

#### **Relevant Individuals and Entities**

6. At all times relevant to this Complaint, ALEX V. EKDESHMAN, the defendant, was the Chief Executive Officer of Paramount Management, LLC ("Paramount Management"), a limited liability company incorporated in Oregon. At all times relevant to this Complaint,

Paramount Management had its principal office in New York, New York. In addition, at all times relevant to this Complaint, Paramount Management acted as a commodity pool operator, as defined under Title 7, United State Code, Section 1(a).

### Overview of the Scheme to Defraud

7. Based on my interviews with certain individuals who invested in Paramount Management, and my review of various documents, including documents provided to investors by ALEX V. EKDESHMAN, the defendant, and other employees of Paramount Management, other investor documents, bank records, and my review of the transcript of sworn testimony provided by EKDESHMAN to the CFTC, I have learned that between in or about May 2011 and May 2013, Paramount Management solicited and collected approximately \$1.58 million from approximately 115 investors. EKDESHMAN and Paramount Management employees working for EKDESHMAN represented to investors that these funds would be used for the purpose of foreign currency exchange transactions ("forex"). Contrary to these representations, the majority of investors' funds, at least approximately \$1,077,722, was never traded in forex. Instead, contrary to what investors were told, the major portion of investors' funds was misappropriated by EKDESHMAN and used to pay EKDESHMAN's personal expenses and for business expenses related to Paramount Management.

### Paramount Management Bank Accounts

8. I have reviewed various documents, including bank records and the transcript of sworn testimony provided by ALEX V. EKDESHMAN, the defendant, to the CFTC. Based on my review of those documents and testimony, I have learned that, during the relevant time period, and including from in or about May 2011 through in or about May 2013, Paramount Management maintained two bank accounts at a branch of TD Bank, located in New York, New York (collectively, the "Paramount Management Bank Accounts").

9. During all times relevant to this Complaint, ALEX V. EKDESHMAN, the defendant, was the sole signatory on the Paramount Management Bank Accounts. In addition, EKDESHMAN was the only person with authority to withdraw money from the Paramount Management Bank Accounts, and he was the only person with a debit card issued for both accounts.

10. I have reviewed records related to the Paramount

Management Bank Accounts as well as the transcript of the sworn testimony provided by ALEX V. EKDESHMAN, the defendant, to the CFTC. I also reviewed an analysis of the activity in the Paramount Management Bank Accounts conducted by a forensic accountant working for the FBI. Based on my own analysis as well as the analysis of the FBI forensic accountant, I have learned that:

a. During the period from approximately May 2011 up to and including May 2013, Paramount Management received approximately \$1.58 million in investor funds from approximately 115 different investors, in the form of wire transfers and checks, including from Victim-1, Victim-2, Victim-3, Victim-4, Victim-5, Victim-6, Victim-7, and Victim-8, described below, which were deposited into the Paramount Management Bank Accounts. A large portion of the \$1.58 million in investor funds, at least approximately \$1,077,722, was never invested in forex.

b. According to EKDESHMAN's sworn testimony to the CFTC, there were only two ways that he invested customer funds in forex. He stated that: (i) he invested customer funds by sending them through a company called Executive Management, Inc., which in turn invested the funds through a retail foreign exchange dealer located in the United Kingdom called Alpari UK; and (ii) he invested customer funds by sending them through a bank account in Belize, in the name of Paramount Management Ltd., which in turn invested the funds through a retail foreign exchange dealer located in Mauritius named ACM Gold. However, based on my review of bank records, I have learned that, during the relevant time period, at most a total of approximately \$502,440 was sent to either Executive Management, Inc., to the Paramount Management Ltd. bank account in Belize, or directly to ACM Gold.

c. Instead, a large portion of the funds in the Paramount Management Bank Accounts was misappropriated and used to pay EKDESHMAN's personal expenses and business expenses for Paramount Management. For example, based on my review of the records for the Paramount Management Bank Accounts, from about May 2011, up to and including at least in or about May 2013: (i) EKDESHMAN paid approximately \$71,100 to himself and paid approximately \$6,600 to his wife from the Paramount Management Bank Accounts; (ii) EKDESHMAN made approximately \$139,546 in debit card purchases for what appear to be personal or business expenses from the Paramount Management Bank Accounts; (iii) EKDESHMAN made payments totaling approximately \$436,956 in payroll expenses to Paramount Management employees from

the Paramount Management Bank Accounts; and (iv) EKDESHMAN made payments totaling approximately \$176,953 in rent expenses for Paramount Management and \$10,000 in personal home rental expenses from the Paramount Management Bank Accounts.

d. The financial analysis conducted by myself and the FBI forensic accountant covers the entire period from the opening of the Paramount Management Bank Accounts until approximately May 2013. During that time period, a total of approximately \$1.94 million was deposited into the Paramount Management Bank Accounts, of which approximately \$1.58 million consisted of investor funds.

#### The EKDESHMAN Bank Accounts

11. I have also reviewed records related to fourteen bank accounts held in the name of ALEX V. EKDESHMAN, the defendant, and/or his family or family members at TD Bank (the "EKDESHMAN Bank Accounts"), in addition to an analysis of the activity in the EKDESHMAN Bank Accounts conducted by a forensic accountant working for the FBI. Based on my own analysis as well as the analysis of the FBI forensic accountant, I have learned that no funds were sent from about 2008 through about 2013 from the EKDESHMAN Bank Accounts to either Executive Management, Inc., Alpari UK, Paramount Management Ltd. in Belize, or ACM Gold in Mauritius.

#### The Victims

12. I have interviewed various individuals who invested with Paramount Management. Paragraphs 11 through 18 below set forth some of what I have learned based on my interviews with eight of these investors, and my review of various documents, including bank records, and correspondence between the investors and ALEX V. EKDESHMAN, the defendant, and Paramount Employees working for EKDESHMAN.

#### Victim-1

13. Based on my interviews with an individual who invested a total of approximately \$20,400 in Paramount Management ("Victim-1"), as well as my review of bank records, copies of checks, and correspondence between Victim-1 and Paramount Management, I have learned the following:

a. In August 2012, Victim-1 was contacted by telephone by an employee of Paramount Management ("Paramount

Employee-1"). Paramount Employee-1 told Victim-1 that Paramount Management had routinely made positive monthly returns on investments in forex trading for the past year-and-a-half. Around the same time, Victim-1 received a written "Performance Report" from Paramount Management, showing monthly returns for the previous 20-month period ranging between 3.67% and 13.67%. Victim-1 was also told that he would not be charged any commission fee for trading in his account, but, instead, that Paramount Management would only receive 25% of any profits in his account. Shortly thereafter, Victim-1 invested \$10,000 by sending a personal check to Paramount Management.

b. Following Victim-1's initial investment in Paramount Management, in or about October 2012, Victim-1 was contacted by telephone by a different Paramount Management employee ("Paramount Employee-2"). Paramount Employee-2 told Victim-1 that his account had earned approximately \$600, or 6%, during the past month, and that Victim-1 should invest additional money so that Paramount Management could more effectively trade in forex for Victim-1. Shortly thereafter, Victim-1 invested an additional \$10,400 by sending a personal check to Paramount Management. Victim-1 never authorized Paramount Management to use the funds he invested for any purpose other than for forex trading.

c. Victim-1 was not provided with any written account statements for his account at Paramount Management. Victim-1 repeatedly asked for account statements beginning in early October 2012. In early December 2012, Victim-1 received an email from a Paramount Management employee instructing Victim-1 on how to download his online account statement. By that time, Victim-1 was able to see that, of the \$20,400 that he had sent to be deposited into his account, his account status showed that only approximately \$16,271 had been deposited. Of that amount, the account statement showed a loss of approximately \$15,875, of which \$2,462.50 was for an alleged commission, leaving a balance of approximately \$396 in his account. Victim-1 called Paramount Employee-2 and asked that his account be closed and that the remaining money be returned to him. Victim-1 never received any money back from Paramount Management.

#### Victim-2

14. Based on my interviews with an individual who invested a total of approximately \$20,000 in Paramount Management ("Victim-2"), as well as my review of bank records and correspondence between Victim-2 and Paramount Management, I have learned the

following:

a. In April 2012, Victim-2 received telephone calls from an employee of Paramount Management ("Paramount Employee-3"). He also received telephone calls from Paramount Employee-2. Paramount Employee-2 and Paramount Employee-3 told Victim-2 that Paramount Management specialized in trading in forex and that Paramount Management had been very successful in the past. After speaking with Paramount Employee-2 and Paramount Employee-3, Victim-2 decided to invest money with Paramount Management, and he did so on April 17, 2012 by wiring \$10,000 to one of the Paramount Management Bank Accounts from a location in Texas.

b. Several months after Victim-2's initial investment in Paramount Management, Victim-2 received telephone calls from Paramount Employee-2 and Paramount Employee-3 asking Victim-2 to invest additional money with Paramount Management. Shortly thereafter, Victim-2 agreed to invest additional money, and he did so on or about July 20, 2012, by sending a personal check for \$10,000 to Paramount Management. Victim-2 never authorized Paramount Management to use the funds he invested for any purpose other than for forex trading.

c. Around the time of his second investment, Victim-2 was provided with an account statement showing that he had made a profit of approximately \$1,781 on his investment during the months of July and August 2012. Victim-2 was not provided with any additional account statements for his account at Paramount Management, and was never given any instructions about how to view account statements online. During late 2012 and early 2013, Victim-2 wrote several letters to Paramount Employee-3, requesting that his account be closed and the remaining balance returned to him, but never received a reply. He also attempted to call Paramount Employee-3 several times, but was unable to reach him. Eventually, Victim-2 spoke to Paramount Employee-2, who told Victim-2 that his account balance had dropped to approximately \$7,000. Victim-2 instructed Paramount Employee-2 that he wanted his account closed and the remaining balance returned to him. Eventually, on or about January 16, 2013, Victim-2 received a check for \$7,384 from Paramount Management.

Victim-3

15. Based on my interviews with an individual who invested a total of approximately \$10,000 in Paramount Management ("Victim-3"), as well as my review of bank records and correspondence between Victim-3 and Paramount Management, I have learned the following:

a. In July 2012, Victim-3 was contacted by telephone by an employee of Paramount Management ("Paramount Employee-4"). Paramount Employee-4 solicited investment money from Victim-3 and told Victim-3 that Paramount Management traded in forex. Thereafter, Victim-3 received a performance report from Paramount Management that showed impressive positive gains during the past several months. Paramount Employee-4 told Victim-3 that he would not be charged any fees for trading in his account, unless it made a profit. After the telephone calls from Paramount Employee-4 in July 2012, Victim-3 invested \$10,000 with Paramount Management by sending a personal check through United Parcel Service on or about July 25, 2012.

b. Following Victim-3's initial investment in Paramount Management, from September 2012 through November 2012, Victim-3 had several telephone conversations with ALEX V. EKDESHMAN, the defendant, as well as Paramount Employee-4, related to his account. In particular, after his initial investment, Victim-3 was told that he could access his account statement online through a computer program. When Victim-3 did so, he noticed that his starting account balance was only approximately \$9,300, rather than the \$10,000 that he had initially invested. Victim-3 spoke to EKDESHMAN about this, and when Victim-3 asked why his opening account balance was less than \$10,000, EKDESHMAN told Victim-3 that \$700 in initial management fees had been deducted. Subsequently, Victim-3 spoke with EKDESHMAN several times to complain about the charge for the management fee, as Victim-3 had been told previously that he would not be charged any fees unless his account profited. Victim-3 never authorized Paramount Management to use the funds he invested for any purpose other than for forex trading.

c. Victim-3 continued to monitor his account statement online and noticed that, during the next several weeks, his account balance lost several hundreds of dollars per day. In or about November 2012, Victim-3 noticed that the remaining balance in his account was approximately \$400, at which point he contacted Paramount Management and asked that his account be closed. Shortly

thereafter, Victim-3 received a wire transfer from Paramount Management for approximately \$950. Victim-3 believes that this refund consisted of several hundred dollars that were remaining in his account in addition to a portion of the initial management fee that had been charged.

d. In or about March 2013, Victim-3 had numerous email communications with EKDESHMAN. In particular, Victim-3 contacted EKDESHMAN to request that Paramount Management provide certain tax forms, so that Victim-3 could account for his investment losses in completing his income tax filing. Victim-3 never received the requested tax forms from EKDESHMAN.

#### Victim-4

16. Based on my interviews with an individual who invested a total of approximately \$15,000 in Paramount Management ("Victim-4"), as well as my review of bank records and correspondence between Victim-4 and Paramount Management, I have learned the following:

a. In or about August 2012, Victim-4 was contacted by telephone by an employee of Paramount Management ("Paramount Employee-5"). Paramount Employee-5 told Victim-4 that Paramount Management had positive monthly returns on investments in forex and that Victim-4 could make as much as 8% monthly on an investment with Paramount Management. Shortly thereafter, Victim-4 received a written "Performance Report," from Paramount Management, showing monthly returns for the past 20-month period ranging between 3.67% and 13.67%. Victim-4 was also told that he would not be charged any commission fee for trading in his account, but, instead, that he would only be charged a fee on any profits made in his account. Shortly thereafter, Victim-4 invested \$15,000 with Paramount Management by sending a bank check to Paramount Management. Victim-4 never authorized Paramount Management to use the funds he invested for any purpose other than for forex trading.

b. Victim-4 was not provided with any written account statements for his account at Paramount Management. Instead, Victim-4 was told that he could access his account statements online through a computer program. Victim-4 initially had difficulty gaining access to the online account statements. By the time that Victim-4 was able to see his online account statements, he noticed that the account's starting balance was \$13,469, rather than \$15,000.

He also noticed that there did not appear to be any trading activity in his account until November 12, 2012, although Victim-4 had sent his initial investment in August 2012. He also observed that his account had lost nearly all of its value and had a remaining balance of approximately \$150, and contrary to his agreement with Paramount Management he was charged over \$2,000 in purported commission. At that point, Victim-4 asked that his account be closed and that the remaining money be returned to him. Victim-4 never received any money back from Paramount Management.

#### Victim-5

17. Based on my interviews with an individual who invested a total of approximately \$43,000<sup>1</sup> in Paramount Management ("Victim-5"), as well as my review of bank records and correspondence between Victim-5 and Paramount Management, I have learned the following:

a. In or about April 2011, Victim-5 was introduced to Paramount Management by a business associate. Victim-5 was then contacted by Paramount Employee-6, who solicited an investment from Victim-5 and told Victim-5 that Paramount Management traded in forex. In or about August 2011, Victim-5 invested \$30,000 with Paramount Management for the purpose of trading forex, by wiring the funds to one of the Paramount Management Bank Accounts from a location in New York.

b. Victim-5 made an additional investment of \$13,000 in or about November 2011, by wiring the funds to one of the Paramount Management Bank Accounts from a location in New York.

c. Following Victim-5's investments in Paramount Management, from approximately April 2011 through January 2013, Victim-5 had several telephone conversations with ALEX V. EKDESHMAN, the defendant, as well as Paramount Employee-6, related to his account. EKDESHMAN told Victim-5 that he would be charged a monthly 5% fee only on the profits made in the account. However, Paramount

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<sup>1</sup> Some of Paramount Management's account documents reflect that Victim-5 invested \$48,000, which is consistent with Victim-5's recollection. However, based on the analysis of the Paramount Management Bank Accounts, I was only able to confirm at least about \$43,000 that was invested by Victim-5.

Employee-6 charged Victim-5 a 15% fee on the initial balance on his account. Victim-5 never authorized Paramount Management to use the funds he invested for any purpose other than for forex trading.

d. In about August or September 2012, Victim-5 noticed that his account balance had dropped from approximately \$48,000 to \$33,000. Victim-5 spoke to another employee at Paramount Management ("Paramount Employee-7") and Paramount Employee-2 about his account, and was told by them that his account would be better managed if he allowed his account to be managed by Paramount Management instead of Alpari UK. Victim-5 agreed to have his remaining balance of \$33,000 to be managed by Paramount Management employees.

e. Victim-5 received one or two paper account statements for his Paramount Management account. Victim-5 was also told that he could access his account statement online through a computer program. In approximately December 2012, Victim-5 saw his account balance drop dramatically from approximately \$30,000 to \$3,700 in a single night. Victim-5 called EKDESHMAN for an explanation, and was subsequently transferred to Paramount Employee-2, who explained that Victim-5's trading account was mistakenly left open overnight that caused the massive loss in Victim-5's account. Victim-5 subsequently asked for his account to be closed. Victim-5's account was not closed for approximately three to four weeks. Victim-5 received a check for \$1,000 from Paramount Management in the mail on or about January 6, 2013, and contrary to his agreement with Paramount Management he was allegedly charged over \$7,000 in commissions.

#### Victim-6

18. Based on my interviews with an individual who invested a total of approximately \$80,000 in Paramount Management ("Victim-6"), as well as my review of bank records and correspondence between Victim-6 and Paramount Management, I have learned the following:

a. In approximately December 2011, Victim-6 was contacted by phone by an employee of Paramount Management ("Paramount Employee-8"). Paramount Employee-8 told Victim-6 that he could make up to a six percent per month by trading foreign currencies through a forex trading platform that Paramount Management had developed. Specifically, Paramount Employee-8 also told Victim-6 that Paramount Management had proprietary rights to Alpari's trading platform.

Victim-6 was not given any investment literature or performance reports regarding Paramount Management's prior performance history. Victim-6 told Paramount Employee-8 that his knowledge related to forex was minimal. On or about December 16, 2011, Victim-6 wired \$10,000 to one of the Paramount Management Bank Accounts for the sole purpose of trading foreign currencies.

b. At times, Victim-6 asked Paramount Employee-8 questions about his account and account balance. Paramount Employee-8 never provided Victim-6 direct answers to his questions; instead, Paramount Employee-8 would state that he needed to speak to someone else at Paramount Management before answering Victim-6's questions. Victim-6 was not sent account statements by Paramount Management until Victim-6 requested them from Paramount Employee-8. And when Victim-6 did request his account statements, Paramount Employee-8 stated he first had to check with ALEX V. EKDESHMAN, the defendant, before providing account statements.

c. Subsequently, Paramount Employee-8 called Victim-6 to tell Victim-6 that Paramount Management had a new currency-trading platform from ACM Gold. Paramount Employee-8 told Victim-6 that the ACM Gold had better returns than the Alpari platform. While Paramount Employee-8 never told Victim-6 whether the trading occurred inside or outside of United States, Victim-6 understood that his account was at Paramount Management's New York Office. Paramount Employee-8 encouraged Victim-6 to invest more money in Paramount Management. On or about August 31, 2012, Victim-6 wired an additional \$70,000 to Paramount Management. Before making the additional \$70,000 investment, Victim-6 told Paramount Employee-8 that his investment at Paramount Management needed to be liquid. Paramount Employee-8 assured Victim-6 that he would be able to take his money out of his Paramount Management account at any time.

d. Employee-8 told Victim-6 that he would be charged a fee of approximately 10% or 20% only on profits that his account made.

e. In about October or November 2012, Victim-6 needed money to start a small business. Victim-6 called Paramount Employee-8 and EKDESHMAN on numerous occasions related to that redemption request. Eventually, Victim-6 spoke with either Paramount Employee-2 or another employee at Paramount Management ("Paramount Employee-9"), who told Victim-6 that his account was down to between about \$25,000 and \$35,000. Either Paramount Employee-2

or Paramount Employee-9 told Victim-6 that if he redeemed his investment at that time, Victim-6 would only be able to redeem half of whatever was left in his account.

f. Victim-6 called Paramount Management on several occasions and spoke with EKDESHMAN. EKDESHMAN told Victim-6 that he would work to redeem Victim-6's investment.

g. Victim-6 was also given a username and password to view his account status at ACM Gold online. When Victim-6 logged into the program, he saw that his account balance had dropped to about \$500. Victim-6 could not view the history of the trades executed in his account. When Victim-6 spoke to EKDESHMAN about the drop in his account, EKDESHMAN stated that Paramount Management's traders made bad trades that caused the large losses. Additionally, EKDESHMAN blamed Victim-6 for not being diligent about monitoring his own account. Victim-6 never authorized Paramount Management to use the funds he invested for any purpose other than for forex trading. Victim-6 never received any money back from Paramount Management.

#### Victim-7

19. Based on my interviews with an individual who, together with his wife, invested a total of approximately \$100,000 in Paramount Management (collectively, "Victim-7"), as well as my review of bank records and correspondence between Victim-7 and Paramount Management, I have learned the following:

a. In approximately June 2012, Victim-7 received an unsolicited phone call from Paramount Employee-2 at Paramount Management. Paramount Employee-2 pitched Victim-7 a forex investment, which had returns in excess of ten percent per year. Thereafter, Paramount Employee-2 sent Victim-7 a performance report from Paramount Management that showed impressive positive gains during the past several months.

b. In approximately June 2012, Victim-7 sent a check for \$5,000 to Paramount Management. Thereafter, Paramount Employee-2 told Victim-7 that Paramount Employee-2 would be able to better manage Victim-7's accounts if Victim-7 increased his investment amount to \$100,000. Between about June 2012 and February 2013, Victim-7 invested a total of \$100,000 with Paramount Management.

c. Between about June 2012 and February 2013,

Victim-7 received monthly account statements from Paramount Management. In about February 2013, in order to file his tax returns, Victim-7 asked Paramount Employee-2 for the appropriate tax forms from Paramount Management. Paramount Employee-2 told Victim-7 that Paramount Management did not issue tax forms. Thus, for tax year 2012, Victim-7 paid taxes based on the purported profit he earned according to the account statements he had received from Paramount Management.

d. From about February 2013 until about May 2013, Victim-7 called Paramount Management on several occasions, but was unable to speak to anyone at Paramount Management. The last time Victim-7 spoke to anyone at Paramount Management was in February 2013. Victim-7 never authorized Paramount Management to use the funds he invested for any purpose other than for forex trading. Victim-7 never received any money back from Paramount Management.

#### Victim-8

20. Based on my interviews with an individual who invested a total of approximately \$25,000 in Paramount Management ("Victim-8"), as well as my review of bank records and correspondence between Victim-8 and Paramount Management, I have learned the following:

a. In about August 2012, Victim-8 was contacted by telephone by Paramount Employee-8.<sup>2</sup> Paramount Employee-8 pitched Victim-8 a forex trading investment. Paramount Employee-8 told Victim-8 that Paramount Management had a computer program that executed all their forex trades. Paramount Employee-8 sent Victim-8 investment literature via e-mail, including a trading report from Paramount Management that showed impressive positive gains. Victim-8 agreed to invest \$25,000 into Paramount Management. In August 2012, he wired \$5,000 to one of the Paramount Management Bank Accounts and in September 2012 he sent \$20,000 check also to Paramount Management. Victim-8 understood that trading in his Paramount Management account would not start until September 2012, after he sent his \$20,000 check to Paramount Management. With respect to fees, Paramount Employee-8 told Victim-8 that he would be charged a fee

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<sup>2</sup> Victim-8 knew Paramount Employee-8 before Victim-8 invested in Paramount Management. Specifically, Paramount Employee-8 had previously solicited Victim-8 to invest in a gold-mining stock.

of approximately 20% or 25% only on profits that his account made. Victim-8 understood that to mean he would not be charged if his account lost money.

b. Victim-8 also spoke to Paramount Employee-2 and ALEX V. EKDESHMAN, the defendant, about his investment with Paramount Management. Victim-8 never received account statements from Paramount Management.

c. One day, Victim-8 received a call from Paramount Employee-8, who told Victim-8 to redeem his investment. Thereafter, Victim-8 was provided a username and password to log in to an online program for ACM Gold. Victim-8 did not understand why he was provided access to an ACM Gold program when he had invested with Paramount Management. Victim-8 saw that his account balance dropped from \$25,000 to about \$2,000 over about one to two months.

d. Shortly thereafter, Victim-8 told Paramount Employee-2 to close his account. Paramount Employee-2 agreed to close the account and told Victim-8 he would send him a check with the remaining balance. No check came. Victim-8 then called Paramount Employee-2 again, and Paramount Employee-2 told Victim-8 that he (Paramount Employee-2) would need to speak with EKDESHMAN to close the account. Paramount Employee-2 also told Victim-8 that the account could not be closed in the middle of the day, because Paramount Employee-2 could not take money out of a live trade, but promised to shut the account at the end of the day to send on a check with the remaining balance. Again, no check came.

f. Victim-8 then called Paramount Management's office, but the telephone number was no longer active. Victim-8 never authorized Paramount Management to use the funds he invested for any purpose other than for forex trading. Victim-8 never received any money back from Paramount Management.

WHEREFORE, deponent prays that a warrant be issued for the arrest of ALEX V. EKDESHMAN, the defendant, and that he be arrested and imprisoned or bailed, as the case may be.



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SAMUEL MOON  
Special Agent  
Federal Bureau of Investigation

Sworn to before me this  
1st day of May, 2014



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THE HONORABLE MICHAEL H. DOLINGER  
UNITED STATES MAGISTRATE JUDGE  
SOUTHERN DISTRICT OF NEW YORK