

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA  
Criminal No. 10-75 (JMR)

UNITED STATES OF AMERICA,            )  
  )  
                                  Plaintiff,    )  
  )  
                  v.                            )    PLEA AGREEMENT  
  )  
TREVOR GILSON COOK,                    )  
  )  
  )  
                                  Defendant.    )

The United States of America, by and through its attorneys, B. Todd Jones, United States Attorney for the District of Minnesota, and Assistant United States Attorney Frank J. Magill, Jr. and Trevor Gilson Cook (hereinafter referred to as the "defendant"), and his attorneys William J. Mauzy, Esq. and Piper Kenny Webb, Esq., agree to resolve this case on the terms and conditions that follow.

1.    **Charges.**    The defendant agrees to plead guilty to an Information charging the defendant with one count of mail fraud, in violation of Title 18, United States Code, Section 1341, and one count of tax evasion in violation of Title 26, United States Code, Section 7201.

2.    **Factual Basis.**

Beginning by at least January 2007, and continuing through approximately July 2009, the defendant, Trevor Gilson Cook, aided and abetted by others, knowingly and intentionally created, devised, executed, and attempted to execute a scheme and artifice to defraud, and to obtain money and other things of value, by means

of materially false and misleading statements and representations.

During the course of the scheme, defendant, Trevor Gilson Cook, aided and abetted by others, raised at least \$190 million from at least 1,000 investors by selling investments in a purported foreign currency trading program.

In furtherance of the scheme, the defendant, Trevor Gilson Cook, caused false statements to be made to investors, including but not limited to, promising that the foreign currency trading program would generate annual returns of approximately 10% to 12% and that the currency trading involved little or no risk to the investors' principal.

In furtherance of the scheme, the defendant, Trevor Gilson Cook, caused material information to be withheld from investors, including his knowledge of the precarious financial position of Crown Forex, SA in Switzerland, an entity through which Trevor Gilson Cook was placing currency trades and the fact that his currency trading during the period from July 1, 2006, through August 31, 2009, at PFG in Chicago generated trading losses in excess of \$35 million.

In furtherance of the scheme, the defendant, Trevor Gilson Cook, caused an account to be opened in the name of Crown Forex LLC at Associated Bank, which account was used to collect investor funds, which were then diverted for the personal use of Trevor Gilson Cook and others.

In furtherance of the scheme, the defendant, Trevor Gilson

Cook, caused statements to be sent to investors that misrepresented the status of their investments in the currency trading program.

In furtherance of the scheme, the defendant, Trevor Gilson Cook, caused a purported due diligence letter to be prepared falsely representing that Oxford Global Advisors had in excess of \$4 billion in assets under management and that all accounts were 100% liquid.

In furtherance of the scheme, the defendant, Trevor Gilson Cook, withheld from the investors that fact that he was diverting funds that were to be invested for other purposes, including, but not limited to: (1) interest and principal payments to other investors; (2) purchase of ownership interests in two trading firms; (3) real estate development in Panama; (4) payment of personal expenses, including substantial gambling debts; (5) acquisition of the Van Dusen Mansion; and (6) providing funds to Crown Forex, SA in an effort to deceive Swiss banking regulators.

Defendant further admits that he used the United States mails to execute and further his scheme to defraud and that on or about January 29, 2009, for the purpose of executing the scheme to defraud defendant, aided and abetted by others, caused an investor to mail a \$50,000.00 check from Arizona; all in violation of Title 18, United States Code, Sections 2 and 1341.

Defendant further admits that on or about April 15, 2009, in the State and District of Minnesota and elsewhere, the defendant, Trevor Gilson Cook, did willfully attempt to evade and defeat a

large part of the income tax due and owing by him to the United States of America for the calendar year 2008, by filing and causing to be filed with the Internal Revenue Service a false and fraudulent U.S. Individual Income Tax Return, Form 1040. In that false return, defendant Trevor Gilson Cook, omitted taxable income of at least \$5,285,719.00, upon which taxable income there was owing to the United States of America an income tax of at least \$1,844,571.00; all in violation of Title 26, United States Code, Section 7201.

3. **Waiver of Indictment.** The defendant agrees to waive indictment by a grand jury on these charges and to consent to the filing of a criminal information. The defendant further agrees to execute a written waiver of his right to be indicted by a grand jury on these offenses.

4. **Waiver of Pretrial Motions.** The defendant understands and agrees that he has certain rights to file pre-trial motions in this case. As part of this plea agreement, and based upon the concessions of the United States within this plea agreement, the defendant knowingly, willingly, and voluntarily gives up the right to file pre-trial motions in this case.

5. **Statutory Penalties.**

The parties agree that the maximum statutory penalty for Count 1 of the Information is as follows:

- a. a term of imprisonment of up to 20 years;
- b. a criminal fine of up to the greater of

\$250,000.00 or twice the amount of gain or loss;

- c. a term of supervised release of up to three years;
- d. a special assessment of \$100.00, which is payable to the Clerk of Court prior to sentencing; and
- e. the costs of prosecution (as defined in 28 U.S.C. §§ 1918(b) and 1920).

The parties agree that the maximum statutory penalty for Count 2 of the Information is as follows:

- a. a maximum of five years imprisonment;
- b. a fine of up to \$100,000.00;
- c. the costs of prosecution (as defined in 28 U.S.C. §§ 1918(b) and 1920);
- d. a supervised release term of up to one year; and
- e. a mandatory special assessment of \$100.00.

6. **Revocation of Supervised Release.** The defendant understands that, if he were to violate any condition of supervised release, he could be sentenced to an additional term of imprisonment of up to the length of the original supervised release term, subject to the statutory maximums set forth in 18 U.S.C. § 3583.

7. **United States Sentencing Guidelines.** The parties agree that the facts set forth in the factual basis section of this plea agreement are sufficient to bring the defendant's sentence as calculated under the United States Sentencing Guidelines to the statutory maximum in this case, which is 300 months or 25 years.

The parties acknowledge that the defendant will be sentenced in accordance with 18 U.S.C. § 3551, et seq. The parties also acknowledge that the defendant will be sentenced in accordance with federal sentencing law which includes consideration of the Sentencing Guidelines promulgated pursuant to the Sentencing Reform Act of 1984.

8. **Discretion of the Court.** This plea agreement is binding on the parties, but it does not bind the Court. The parties understand that the Sentencing Guidelines are advisory and their application is a matter that falls solely within the Court's discretion. The Court may make its own determination regarding the applicable guideline factors and the applicable criminal history category. The Court may also depart from the applicable guidelines. If the Court determines that the applicable guideline calculations are different from that stated above, neither party may withdraw from this agreement, and the defendant will be sentenced pursuant to the Court's determinations.

9. **Special Assessments.** The Guidelines require payment of a special assessment in the amount of \$100.00 for each felony count of which the defendant is convicted. U.S.S.G. § 5E1.3.

10. **Restitution.** The defendant understands and agrees that the Mandatory Victim Restitution Act, 18 U.S.C. § 3663A, applies and that the Court is required to order the defendant to make restitution to the victims of his crime. The defendant understands and agrees that restitution will encompass all victims of his fraud

scheme and will not be limited to the specific mail fraud count of conviction.

The defendant will fully and completely disclose to the United States Attorney's Office the existence and location of any assets in which he has any right, title, or interest and the manner in which the fraud proceeds were used. The defendant also agrees to cooperate in the same manner with the Receiver appointed in the related civil cases of United States Commodity Futures Trading Commission v. Trevor Cook, et al., 09-cv-03332 and United States Securities and Exchange Commission v. Trevor Cook et al., 09-cv-03333. The defendant agrees to assist the United States and the Receiver in identifying, locating, returning, and transferring assets for use in payment of restitution and fines ordered by the Court. Defendant agrees to provide the United States and the Receiver with a sworn financial statement, and the financial statement will be accurate, truthful and complete.

If requested by the United States, the defendant agrees to submit to a financial deposition and to a polygraph examination to determine whether he has truthfully disclosed the existence of all of his assets and the use of the fraud proceeds.

11. **Forfeiture**. The government reserves its right to proceed against any of the defendant's assets if those assets represent real or personal property involved in violations of the laws of the United States or are proceeds traceable to such property. The defendant agrees not to contest such forfeiture proceeds. The

defendant asks that the government allow such proceeds to be used for restitution.

12. **Waiver of Appeal.** The defendant understands that 18 U.S.C. Section 3742 affords the defendant the right to appeal the sentence imposed in this case. Acknowledging this right, and in exchange for the concessions made by the United States in this plea agreement, the defendant hereby waives all rights conferred by 18 U.S.C. Section 3742 to appeal the length of his sentence, unless the sentence exceeds 300 months, is the product of a violation of the constitution of the United States, a mis-application of the Sentencing Guidelines, or a misapplication of 18 U.S.C. § 3553. The defendant has discussed these rights with his attorney. The defendant understands the rights being waived, and the defendant waives these rights knowingly, intelligently, and voluntarily.

13. **Civil Contempt.** On January 25, 2010, the defendant, Trevor Gilson COOK was found to be in civil contempt, and he was placed in the custody of the United States Marshal to be incarcerated until such time as he purged the contempt. The United States does not object to the sentencing court in this matter fashioning a sentence that grants the defendant sentencing credit for the time he has been incarcerated for civil contempt.

14. **Binding Effect.** The parties agree that under principles of double jeopardy, a plea of guilty pursuant to this plea agreement bars further prosecution of the defendant for the same course of conduct.



15. **Complete Agreement.** This is the entire agreement and understanding between the United States and the defendant. There are no other agreements, promises, representations, or understandings.

Date:

B. TODD JONES  
United States Attorney

FRANK J. MAGILL, Jr.  
Assistant U.S. Attorney  
Attorney ID No. 168476

Date:

\_\_\_\_\_  
TREVOR GILSON COOK  
Defendant

Date:

\_\_\_\_\_  
WILLIAM J. MAUZY, ESQ.  
Counsel for Defendant