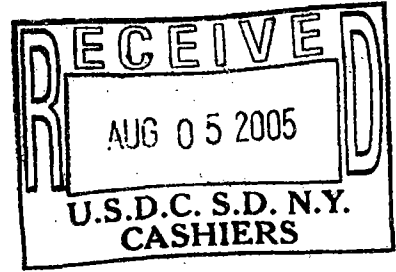


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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JUDGE WOOD

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

-against-

SONJA ANTICEVIC,

Defendant.

05

CV  
05 Civ.

6991

COMPLAINT

Plaintiff Securities and Exchange Commission (the "Commission") alleges:

NATURE OF THE ACTION

1. This case involves highly profitable, and highly suspicious, trades in call options for the common stock of Reebok International Ltd. ("Reebok") just prior to Reebok's public announcement, on August 3, 2005 that it had agreed to be acquired by adidas-Salomon AG ("Adidas"). Following this announcement, Reebok's common stock jumped more than 30 percent. In the two days prior to the announcement, an account in

the name of the defendant, Sonja Anticevic ("Anticevic"), a retired 63 year old Croatian national and resident, purchased nearly 2,000 "out of the money" call options for Reebok stock. Immediately following the announcement and the surge in the price of Reebok's shares, the Anticevic account liquidated its entire position in the call options, realizing profits of over \$2,000,000.

2. On August 3, 2005, the brokerage firm received wire transfer instructions to transfer \$870,000 of the proceeds of the Reebok trades to a bank account in Salzburg, Austria. The Commission brings this emergency action in order to freeze the proceeds of the Reebok trades in the Anticevic account until the circumstances surrounding the trades can be explored, and to obtain other relief. The Commission is concerned that, absent a freeze, all of the proceeds of these highly suspicious trades will be transferred outside of the United States where they will be beyond the jurisdiction and reach of United States courts.

### **JURISDICTION AND VENUE**

3. The Commission brings this action pursuant to the authority conferred upon it by Section 21(d)(1) of the Exchange Act, 15 U.S.C. § 78u(d)(1), seeking to restrain and enjoin permanently the defendant from engaging in the acts, practices and courses of business alleged herein.

4. Venue lies in this Court pursuant to Section 27 of the Exchange Act, 15 U.S.C. § 78aa. Certain of the acts, practices, transactions and courses of business alleged herein occurred within the Southern District of New York. For example, certain funds in the Anticevic account were wired into the United States through a bank in New York, New York. Reebok stock is traded on the New York Stock Exchange ("NYSE"), located

in New York, New York, and many of the subject options transactions took place at the American Stock Exchange, located in New York, New York.

5. Anticevic, directly or indirectly, has made use of the means or instrumentalities of interstate commerce, or of the mails, or the facilities of a national securities exchange in connection with the transactions, acts, practices and courses of business alleged herein.

6. Anticevic, will, unless restrained and enjoined, continue to engage in the acts, practices and courses of business alleged herein, or in transactions, acts, practices and courses of business of similar purport and object.

#### **DEFENDANT**

7. Anticevic, age 63, is a Croatian national residing at Franjo-Stiepana Vrlica 10, 21310 OMIS, Croatia. Anticevic maintains a securities account at CyberTrader, Inc. ("CyberTrader"), a Texas-based broker-dealer subsidiary of Charles Schwab & Co. Inc. CyberTrader clears trades through Penson Financial Services, Inc. ("Penson"), a registered broker-dealer in Dallas, Texas. Anticevic, purchased, or caused to be purchased, call options contracts for the common stock of Reebok through brokerage accounts located in the United States as set forth herein.

#### **RELEVANT ENTITIES**

8. Reebok is headquartered in Canton, Massachusetts. It is a global sports and fitness company which develops, manufactures, and markets athletic footwear, apparel and other accessories. Reebok's common stock is registered with the

Commission pursuant to Section 12(g) of the Exchange Act and is traded on the NYSE.

Options for the common stock of Reebok are traded in the U.S. markets.

9. Adidas is headquartered in Herzogenaurach, Germany. Adidas is a global sporting goods company that develops and markets footwear, apparel and other accessories. Adidas's stock trades on the Frankfurt Stock Exchange in Germany.

#### FACTS

10. On August 3, 2005, prior to the opening of the U.S. markets, Reebok announced that it had agreed to be acquired by Adidas in an all cash deal for \$59.00 per share. Following the announcement, the price of Reebok's common stock opened for trading at approximately \$57.40 per share, an increase of over \$13.45 per share from its closing price on Tuesday, August 2, 2005. Prior thereto, the proposed acquisition was nonpublic confidential information, and in the days leading up to the announcement there was no significant movement in the price of Reebok stock.

11. On August 1 and August 2, 2005, the Anticevic account purchased a total of 1,997 "out of the money" call options contracts for the common stock of Reebok at a total cost of approximately \$130,000. "Out of the money" call options are options that, at the time purchased, have a strike (exercise) price above that at which the underlying security is trading. The strike price of the options ranged from \$45 to \$50.

12. On August 3, 2005, following the acquisition announcement and a 30 percent surge in the price of Reebok's shares, the Anticevic account immediately liquidated its entire position in the call options. The Anticevic account obtained proceeds

of approximately \$2,171,000 from the sale of the call options, yielding a profit of over \$2,040,000.

13. On August 3, 2005, shortly after the sale of the call options, CyberTrader received a wire transfer instruction to transfer approximately \$870,000 of the proceeds of the Reebok trades to a bank account maintained at DirektAnlage Bank in Salzburg, Austria.

14. Anticevic's trades are highly suspicious. On information and belief, prior to August 2005, Anticevic had never previously traded Reebok stock or Reebok options. Anticevic's August 1<sup>st</sup> and 2<sup>nd</sup> purchases of call options represented a significant share – approximately 38% – of all call options traded those days. The call options were all “out of the money” at the time of purchase, and some of the options were due to expire as early as August 19, 2005, meaning that the price of Reebok stock would have to rise significantly by that date for the options to have value.

15. On information and belief, at the time Anticevic purchased the call options as set forth above, she was in possession of material, nonpublic information about Adidas's proposed acquisition of Reebok. Anticevic knew, had reason to know, or recklessly disregarded the fact that (a) her trading was in breach of fiduciary or similar duties of trust and confidence she owed to the shareholders of Reebok or to the source from which she received the material nonpublic information; or (b) material nonpublic information about the acquisition had been communicated to her in breach of fiduciary or similar duties of trust and confidence.

16. By reason of the foregoing, Anticevic, directly and indirectly, violated Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5], and is likely to commit such violations in the future unless enjoined from doing so.

**RELIEF SOUGHT**

**WHEREFORE**, Plaintiff Commission respectfully requests that this Court issue:

**I.**

Orders temporarily and preliminarily, and Final Judgments permanently, restraining and enjoining the Defendant, her agents, servants, employees, attorneys in-fact, and all persons in active concert or participation with her who receive actual notice of the injunction by personal service or otherwise, and each of them, from violating Section 10(b) of the Exchange Act, and Rule 10b-5 thereunder.

**II.**

An Order that prevents the Defendant, and each of Defendant's financial and brokerage institutions, agents, servants, employees attorneys-in-fact, and those persons in active concert or participation with Defendant who receive actual notice of such Order by personal service, facsimile service, service in accordance with such Order, or otherwise, from withdrawing, transferring, pledging, encumbering, assigning, dissipating, concealing or otherwise disposing of any assets held in an account (#19660984) at CyberTrader, Inc., in the name of Sonja Anticevic and an account (#19660984) at Penson, through which CyberTrader trades are cleared, in the name of Sonja Anticevic.

**III.**

An Order permitting expedited discovery.

**IV.**

An Order enjoining and restraining the Defendant, and any person or entity acting at their direction or on their behalf, from destroying, altering, concealing, or otherwise interfering with the access of the Commission to relevant documents, books and records.

**V.**

A Final Judgment requiring Defendant to disgorge all ill-gotten gains from the violative conduct alleged in this Complaint, and to pay prejudgment interest thereon.

**VI.**

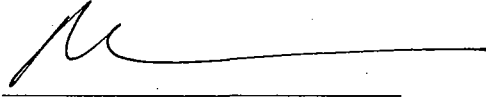
Ordering Defendant to pay civil monetary penalties pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]; and

VII.

Granting such other relief as this Court may deem just and appropriate.

Dated: New York, New York  
August 5, 2005

Mark K. Schonfeld (MS-2798)



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