

SUMMARY

1. This case involves a widespread and brazen international scheme of serial insider trading orchestrated by Plotkin, a former Associate in the Fixed Income Research division at Goldman Sachs Group (“Goldman Sachs”), and Pajcin, a former analyst at Goldman Sachs, resulting in at least \$6.8 million of illicit gains. Beginning in late 2004, Pajcin and Plotkin engaged in a conspiracy with several individuals to surreptitiously obtain confidential non-public information from a variety of sources, including investment banks, financial publications, and a federal grand jury. Pursuant to this conspiracy, Pajcin and Plotkin developed, organized, and participated in, at least three separate insider-trading schemes (collectively, the “Insider Trading Schemes”). Pajcin and Plotkin agreed to share all proceeds from their fraudulent enterprises.

2. In the first scheme, Pajcin and Plotkin recruited Shpigelman, a Mergers and Acquisitions Analyst at Merrill Lynch & Co., Inc. (“Merrill Lynch”), to provide them with information about pending mergers and acquisitions deals on which Merrill Lynch was working, prior to the time such information became public (the “Merrill Lynch Scheme”). As part of this scheme, Plotkin and Pajcin promised to compensate Shpigelman with a percentage of the profits they made from trades entered into on the basis of the insider information Shpigelman provided. Pursuant to this scheme, from late 2004 to the summer of 2005 (the “Relevant Period”), Shpigelman provided Pajcin and Plotkin with non-public information concerning at least six mergers or acquisitions that Merrill Lynch was working on prior to the time the deals became public, including mergers or acquisitions involving Reebok International Ltd. (“Reebok”), Eon Labs, Inc. (“Eon Labs”), Cinergy Corp. (“Cinergy”), Celgene Corp. (“Celgene”), The Gillette Company (“Gillette”), and LabOne, Inc. (“LabOne”).

from the unlawful insider trading activity set forth herein currently held abroad, and disgorgement of all profits realized from the unlawful insider trading activity set forth herein, along with civil monetary penalties.

JURISDICTION AND VENUE

7. Venue lies in this Court pursuant to Section 27 of the Securities Exchange Act of 1934 (“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 of the common stocks referred to herein are traded on the New York Stock Exchange, located in New York, New York, and several of the option contracts referred to herein are traded on the American Stock Exchange, located in New York, New York. Defendants Pajcin and Plotkin engaged in several meetings in furtherance of the illegal trading schemes set forth herein in New York, New York, and Shpigelman, the source of much of the information that served as the basis for many of the trades discussed herein, worked at Merrill Lynch in New York, New York during the Relevant Period.

8. Defendants, directly or indirectly, have 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.

DEFENDANTS

9. **Anticevic**, age 63, is a Croatian national residing in OMIS, Croatia. Anticevic, a retired seamstress, is Defendant Pajcin’s aunt. During the Relevant Period, certain of the securities referred to herein were traded through the following accounts held in Anticevic’s name: an account at CyberTrader, Inc. (“CyberTrader”), account number 19660984 (the

“Anticevic CyberTrader Account”), and an account at Saxo Bank A/S (“Saxo Bank”), a bank located in Copenhagen, Denmark, account number 66855INET (the “Anticevic Saxo Bank Account”). In addition, during the Relevant Period, Anticevic held at least one account in her name at Direktanlage.at AG (“Direktanlage”), a bank located in Salzburg, Austria, account number 658-73351-0007 (any and all such accounts, the “Anticevic Direktanlage Account”). Anticevic gave Pajcin permission to execute trades through the various accounts in her name, and Pajcin executed trades through the various Anticevic accounts discussed herein.

10. **Pajcin**, age 29, was, during the Relevant Period, a resident of Clifton, New Jersey. Pajcin was formerly associated with several broker-dealers, including Goldman Sachs. Pajcin obtained a degree in Economics from the University of Notre Dame in 2000. During the Relevant Period, Pajcin traded certain of the securities referred to herein through an account held in his name at OptionsXpress Holdings, Inc. (“OptionsXpress”), account number 5AL93N1 (the “Pajcin Account”).

11. **Plotkin**, age 27, was, during the Relevant Period, a resident of Brooklyn, New York and Airmont, New York. Plotkin was employed at Goldman Sachs from July 2000 until May 25, 2006, when he was terminated after the Commission announced charges against him and after he was arrested in a parallel criminal action. Plotkin held several positions at Goldman Sachs and was most recently an Associate in the Fixed Income Research division. Plotkin holds Series 7 and Series 63 securities licenses. Plotkin obtained a Bachelor of Arts degree in Economics from Harvard University in 2000.

12. **Shpigelman**, age 23, was, during the Relevant Period, a resident of Brooklyn, New York. Shpigelman was employed as a Mergers and Acquisitions Analyst at Merrill Lynch from July 2004 until his termination on May 5, 2006. On April 11, 2006 the Commission

announced charges against him and he was arrested in a parallel criminal case. Shpigelman holds Series 7 and Series 63 securities licenses. Shpigelman obtained a Bachelor of Science degree in Business Management from the School of Management at Binghamton University in 2004. Shpigelman was the source of the confidential non-public information, and a tipper, in the Merrill Lynch Scheme.

13. **Shuster**, age 25, was, during the Relevant Period, a resident of Newark, New Jersey, Hartford, Wisconsin, and, most recently, Lexington, Tennessee. Shuster was employed at Quad from approximately October 11, 2004, to approximately January 6, 2005, when he was terminated. Shuster was, along with Renteria, a source of the confidential non-public information, and a tipper, in the BusinessWeek Scheme.

14. **Renteria**, age 21, is a resident of Milwaukee, Wisconsin. Renteria began working at Quad on or about May 15, 2005, where he was employed until April 11, 2006, when the Commission announced charges against him and he was arrested in a parallel criminal case. Renteria was, along with Shuster, a source of the confidential non-public information, and a tipper, in the BusinessWeek Scheme.

15. **Siegel**, age 56, is a resident of Pomona, New York. During the Relevant Period, Siegel traded certain of the securities referred to herein through an account held in his name at Charles Schwab & Co., Inc. ("Charles Schwab"), account number 71780879. Siegel was a tippee of Pajcin and Plotkin in the Merrill Lynch and BusinessWeek Schemes.

16. **Santana**, age 23, is a resident of Brooklyn, New York. During the Relevant Period, Santana traded certain of the securities referred to herein through an account held in his name at OptionsXpress, account number 05AV-3ET1. Santana was a tippee of Pajcin and Plotkin in the Merrill Lynch and BusinessWeek Schemes.

Reebok	Anticevic	Approximate profits of \$2,044,160.96 on the purchase and sale of 1,997 call options and 240 shares
	Siegel	Approximate profits of \$1,242,378.34 on the purchase and sale of 1,180 call options and 8,000 shares
	Santana	Approximate profits of \$463,279.58 on the purchase and sale of 465 call options and 520 shares
	Direktanlage Traders	Approximate profits of \$104,275.15 on the purchase and sale of 7,545 shares
	Vujovic	Approximate profits of \$313,402.08 on the purchase and sale of 455 call options
	Mikhail Plotkin	Approximate profits of \$63,064.95 on the purchase and sale of 60 call options and 120 shares
	Borac (excluding Direktanlage trades)	Approximate profits of \$693,325.80 based on the purchase and sale of 50,000 shares
	Sormaz (excluding Direktanlage trades)	Approximate profits of \$511,052 on the purchase and sale of 40,000 shares
	Lopandic (excluding Direktanlage trades)	Approximate profits of \$735,192.00 on the purchase and sale of 55,000 shares
	Approximate Total Profits: Reebok:	\$6,170,130.86
	Approximate Grand Total Profits: Merrill Lynch Deals:	\$6,615,038.63

46. In addition to the trades set forth above, based on the information provided by Shpigelman, Pajcin also traded in the securities of LabOne and Celgene through the Anticevic Saxo Bank Account; Borac, the Direktanlage Traders, Siegel, and Mikhail Plotkin traded in the securities of LabOne; and Siegel, Santana, Sormaz, Borac, Lopandic, and the Direktanlage Traders traded in the securities of Celgene.

47. In general, the Defendants purchased securities in the target company in each of these transactions shortly before the public announcement of the transaction, and then liquidated their positions immediately following the public announcement of the transaction, so as to lock in a profit resulting from the rise in the stock price generated by the public announcement. The details, including trade dates and number of securities traded, of the Defendants' trading in the

securities relating to the Merrill Lynch Scheme are set forth in the annexed Exhibit A, which is incorporated herein by reference.

48. As discussed above, Shpigelman was promised a percentage of all profits from the Merrill Lynch Scheme and received payments from Pajcin and Plotkin for the confidential non-public information he provided them before the Commission brought this action.

49. Pajcin and Plotkin also met with a series of individuals employed at various other investment banks in an attempt to get them to participate in similar illegal trading schemes. Pajcin and Plotkin helped certain individuals obtain jobs at investment banks, hoping that doing so would help recruit them to provide material, non-public information to Pajcin and Plotkin. Pajcin and Plotkin also contemplated various schemes involving exotic dancers, including having them garner information from bankers while dancing, and using them to induce investment bankers to provide Pajcin and Plotkin with information.

The BusinessWeek Scheme

BusinessWeek's "Inside Wall Street Column" and Related Policies of Confidentiality

50. BusinessWeek is printed on Wednesday evenings and is distributed to the public only after the close of the major stock exchanges on Thursdays (after 5:00 p.m. Eastern Standard Time), at which time it becomes available via the Internet, and then becomes available in hard copy at newsstands on Friday mornings before the stock exchanges open. The hard copy of BusinessWeek is dated two Mondays, or 11 days, after its contents first become publicly available via the Internet. Accordingly, for purposes of this Fourth Amended Complaint, references to a particular publication date refer to the issue of BusinessWeek that is dated 11 days later.

56. In the summer of 2004, Pajcin and Plotkin placed online job listings seeking employees. In fact, the purpose of these listings was to enable Pajcin and Plotkin to find someone who would be willing to steal copies of BusinessWeek prior to their public release. Shuster responded to one of the online ads and met with Pajcin and Plotkin several times. Pajcin and Plotkin explained a scheme whereby Shuster would obtain employment at Quad, BusinessWeek's printing plant in Hartford, Wisconsin, and would inform Plotkin and Pajcin of the contents of the "Inside Wall Street" column prior to its publication. Pajcin and Plotkin agreed to pay Shuster a flat fee for each BusinessWeek issue on which he provided information. At the time Pajcin and Plotkin initially met with Shuster, Shuster was living in New Jersey, but he agreed to move to Wisconsin, where he filed an employment application with Staffing Partners, an employment agency sometimes used by Quad to find employees. Both Pajcin and Plotkin served as references on Shuster's employment application (under the pseudonyms "Jeff Dauzich" (Pajcin) and "Peter Jones" (Plotkin)).

57. Shuster began working at Quad on or about October 11, 2004, as a forklift operator. Within two weeks of beginning work at Quad, Shuster began carrying out the scheme. On Thursday morning of each week he would steal a copy of the upcoming issue of BusinessWeek, and would call Plotkin and Pajcin and inform them of the contents of the "Inside Wall Street" column. Shuster provided Pajcin and Plotkin with information concerning the contents of the "Inside Wall Street" column with respect to the following companies on the following weeks: The Street.com and Biolase Technology, Inc. ("Biolase") (in the November 18, 2004 BusinessWeek publication), Curis Inc. ("Curis") (in the December 2, 2004 publication), SIPEX Corp. ("SIPEX") (in the December 9, 2004 publication), Alltel Corp., Inc. ("Alltel") (in the December 16, 2004 publication), Cornell Companies, Inc. ("Cornell") (in the January 6, 2005

publication), Spectrum Pharmaceuticals, Inc. ("Spectrum") (in the January 13, 2005 publication), Arbitron Inc. ("Arbitron") (in the January 20, 2005 publication), IMAX Corp. ("IMAX") (in the February 3, 2005 publication) and Impax Laboratories, Inc. ("Impax") (in the March 3, 2005 publication).

58. Shuster was officially terminated from Quad on or about January 6, 2005. However, he continued to gain access to the Quad facilities by sneaking in undetected wearing his old uniform, and provided Pajcin and Plotkin with information concerning the non-public contents of the "Inside Wall Street" column until approximately March 31, 2005, at which time he was arrested on unrelated state charges of identity theft. Pursuant to Pajcin and Plotkin's instructions, Shuster also placed job listing ads in the Milwaukee Sentinel and other local newspapers in order to find a replacement for himself. The advertisement listed a number to contact, which was Pajcin's. Pajcin then screened the applicants, and instructed Shuster to interview some of them in person.

59. Renteria ultimately replaced Shuster and entered into a similar agreement with Pajcin and Plotkin, whereby he would provide them with information concerning the pre-release contents of BusinessWeek in exchange for payments on a per issue basis. Renteria began employment with Quad in or about May 2005. Pajcin served as a reference on Renteria's job application under the name "Jeff Densorth." Before long, Renteria had picked up where Shuster left off, and from June 2005 onward, provided Pajcin and Plotkin with non-public information concerning the contents of the "Inside Wall Street" column with respect to Perficient, Inc. ("Perficient") and PriceSmart, Inc. ("PriceSmart") (in the June 9, 2005 publication), Alaska Communications Systems ("Alaska Communications"), Casual Male Retail Group, Inc. ("Casual Male") and FedEx Corporation ("FedEx") (in the June 16, 2005 publication), Energy Conversion

Devices, Inc. (“Energy Conversion”) (in the June 23, 2005 publication), Progressive Gaming International Corp. (formerly known as Mikohn Gaming Corp.) (“Mikohn Gaming”) (in the June 30, 2005 publication), Polycom, Inc. (“Polycom”) (in the July 7, 2005 publication), Spectrum (in the July 14, 2005 publication) and Symbol Technologies, Inc. (“Symbol”) (in the July 28, 2005 publication).

60. With respect to the BusinessWeek Scheme, Pajcin and Plotkin had the same arrangements with Defendants Siegel, Santana, Anticevic, Vujovic, Lopandic, and Verinac that they had in connection with the Merrill Lynch Scheme, whereby Siegel, Santana, Anticevic, and Vujovic were to pay Pajcin and Plotkin a portion of their profits generated by trades they made based on the information provided by Pajcin and Plotkin, and Lopandic and Verinac were to pay Pajcin and Plotkin a portion of the profits generated by themselves as well as by Sormaz, Borac, Dilber, and/or Krsic based upon this information. Similarly, Pajcin and Plotkin had the same agreement between themselves, whereby they were to split evenly all profits Pajcin made through his trades, as well as all proceeds collected from the other Defendants, and an agreement with Smith to provide him with a percentage of profits made from Pajcin’s trading related to Smith’s contribution to the Insider Trading Schemes.

61. After receiving the tips from Shuster concerning the contents of the “Inside Wall Street” column, Pajcin traded in his own account, and, along with Plotkin, also tipped Lopandic and Verinac with certain of the information Shuster had provided Pajcin and Plotkin. Lopandic and Verinac then tipped the other Direktanlage Traders with certain of the information Shuster had provided Pajcin and Plotkin. After receiving the tips from Renteria concerning the companies mentioned in the “Inside Wall Street” column, Pajcin traded through the Vujovic and Anticevic Accounts, and, along with Plotkin, also tipped Defendants Lopandic and Verinac,

Siegel, Santana, and Mikhail Plotkin with the information concerning certain of these companies.

Lopandic and Verinac, in turn, tipped defendant Borac, and the other Direktanlage Traders with the information concerning certain of these companies. Specifically:

- Pajcin traded in his own account based on the information provided by Shuster relating to the contents of the “Inside Wall Street” column in the securities of TheStreet.com, Biolase, Curis, SIPEX, Alltell, Cornell, Spectrum, Arbitron, IMAX and IMPAX; traded through the Anticevic Saxo Bank Account based on the information provided by Renteria relating to the contents of the “Inside Wall Street” column in the securities of FedEx; traded through the Anticevic CyberTrader Account based on the information provided by Renteria relating to the contents of the “Inside Wall Street” column in the securities of Mikohn Gaming, Polycom, Spectrum and Symbol; and traded through the Vujovic Account based on the information provided by Renteria relating to the contents of the “Inside Wall Street” column in the securities of Symbol;
- Pajcin and Plotkin tipped Lopandic and Verinac with the information provided by Shuster relating to the contents of the “Inside Wall Street” column concerning the securities of at least TheStreet.com, Biolase, Curis, Spectrum, Cornell, SIPEX, Arbitron and IMPAX; and with the information provided by Renteria relating to the contents of the “Inside Wall Street” column concerning the securities of at least Casual Male, Energy Conversion, Mikohn Gaming, FedEx, Perficient, Spectrum and PriceSmart;
- Lopandic and Verinac tipped the Direktanlage Traders with the information provided by Shuster through Pajcin and Plotkin relating to the contents of the “Inside Wall Street” column concerning the securities of at least Arbitron, Biolase, Curis, Spectrum, Cornell, Impax, Sipex, and TheStreet.com, and with the information provided by Renteria through Pajcin and Plotkin relating to the contents of the “Inside Wall Street” column concerning the securities of at least Casual Male, Energy, Mikohn Gaming, and Spectrum; Lopandic and Verinac also tipped Borac with the information provided by Renteria relating to the contents of the “Inside Wall Street” column concerning the securities of at least FedEx, Mikohn Gaming, Perficient, and PriceSmart; and
- Pajcin and Plotkin tipped Siegel with the information provided by Renteria relating to the contents of the “Inside Wall Street” column concerning the securities of at least Perficient, Alaska Communications, Casual Male, FedEx, Energy Conversion, Mikohn Gaming, Polycom, and Spectrum; tipped Santana with the information provided by Renteria relating to the contents of the “Inside Wall Street” column concerning the securities of at least Casual Male, FedEx, Energy Conversion, Mikohn Gaming, Polycom, Spectrum and Symbol; and tipped Mikhail Plotkin with the information provided by Renteria relating to the

IMPAX	Pajcin	Approximate profits of \$10,203.69 on the purchase and sale of 11,500 shares
	Direktanlage Traders	Approximate profits of \$31,273.43 on the purchase and sale of 24,000 shares
	Approximate Total Profits: IMPAX:	\$41,477.12
Perficient	Siegel	Approximate profits of \$3,910.25 on the purchase and sale of 10,000 shares
	Mikhail Plotkin	Approximate profits of \$1,544.83 on the purchase and sale of 4,500 shares
	Borac	Approximate profits of \$559.10 on the purchase and sale of 2,345 shares
	Approximate Total Profits: Perficient:	\$6,014.18
PriceSmart	Borac	Approximate profits of \$2,930 on the purchase and sale of 5,000 shares
	Approximate Total Profits: PriceSmart:	\$2,930
Alaska Communications	Siegel	Approximate profits of \$1,589 on the purchase and sale of 10,000 shares
	Mikhail Plotkin	Approximate profits of \$608.43 on the purchase and sale of 4,000 shares
	Approximate Total Profits: Alaska Communications:	\$2,197.43
Casual Male	Siegel	Approximate profits of \$4,284.30 on the purchase and sale of 21,000 shares
	Santana	Approximate profits of \$243.56 on the purchase and sale of 2,035 shares
	Direktanlage Traders	Approximate profits of \$10,873.58 on the purchase and sale of 40,200 shares
	Approximate Total Profits: Casual Male:	\$15,401.44
FedEx	Siegel	Approximate profits of \$7,900 on the purchase and sale of 130 call options
	Santana	Approximate profits of \$4,418.23 on the purchase and sale of 50 call options
	Borac	Approximate profits of \$1,818.98 on the purchase and sale of 2,200 shares
	Anticevic	Approximate profits of \$3,530 on the purchase and sale of 8,000 shares
	Approximate Total Profits: FedEx:	\$17,667.21
Energy Conversion	Siegel	Approximate profits of \$18,169.80 on the purchase and sale of 9,000 shares
	Santana	Approximate profits of \$6,103.66 on the purchase and sale of 3,235 shares
	Direktanlage Traders	Approximate profits of \$40,025.35 on the purchase and sale of 22,053 shares
	Approximate Total Profits: Energy Conversion:	\$64,298.81
Mikohn Gaming	Anticevic	Approximate profits of \$1,997.38 on the purchase and sale of 5,336 shares
	Direktanlage Traders	Approximate profits of \$8.51 on the purchase and sale of 7,000 shares

Check Point Software Technology (“Check Point”), in the September 29, 2005 BusinessWeek publication. Plotkin then tipped his father, Mikhail Plotkin, with this information, and, on the basis of this information, Mikhail Plotkin bought and sold 215 shares, garnering a profit of approximately \$48.69.

65. In general, the Defendants purchased securities in the companies mentioned in the “Inside Wall Street” column before the close of the market on the Thursday on which the column became available after the market close, and then sold the securities the following day, so as to lock in a profit resulting from the change in the stock price generated by the mention of the company in the “Inside Wall Street” column. The details, including trade dates and number of securities traded, of the Defendants’ trading in the securities relating to the BusinessWeek Scheme are set forth in the annexed Exhibit B, which is incorporated herein by reference.

66. Pajcin and Plotkin paid Shuster and Renteria on a “per issue” basis for the confidential non-public information Shuster and Renteria provided Pajcin and Plotkin through the BusinessWeek Scheme.

Smith's Disclosure of Grand Jury Information

68. Beginning in early 2005, Smith told Pajcin that he was serving on a federal grand jury in the District of New Jersey that was investigating potential fraudulent accounting at Bristol-Myers, stemming from the company's 2002 announcement of a large decline in its projected earnings due, in part, to wholesaler inventory levels. As a grand juror, Smith was subject to the grand jury secrecy obligations of Rule 6 of the Federal Rules. As a grand juror, upon information and belief, Smith also took an oath indicating that he would be bound by the provisions of Rule 6 of the Federal Rules, and that he would abstain from disclosing any matter occurring before the grand jury in violation of that Rule.

69. In violation of Smith's duty of non-disclosure, Smith, along with Pajcin and Plotkin, set up a scheme whereby Smith would inform Pajcin and Plotkin of developments taking place before the grand jury in order to enable Pajcin and Plotkin to trade in Bristol-Myers securities. Pursuant to this scheme, in or about March 2005, Smith informed Pajcin and Plotkin that one of Bristol-Myers' then-current high-ranking executives had been called before the grand jury, and that it appeared the high-ranking executive would be indicted, which could, in turn, lead to a decline in Bristol-Myers' stock price.

70. While in possession of the information provided by Smith, Pajcin sold short 8,800 shares of Bristol-Myers stock on March 18, 2005 through the Pajcin Account.

71. Three months later, in or about June 2005, press reports projected that Bristol-Myers would end its legal problems through the payment of a fine. During this time, however, Smith informed Pajcin and Plotkin that the prosecutor had told the grand jury not to let press reports influence them, and Smith further informed Pajcin and Plotkin that it looked like the high-ranking executive would, in fact, be indicted.

72. As a result of the confidential non-public information provided by Smith, on June 10, 2005 Pajcin sold Bristol-Myers stock short through the Anticevic Saxo Bank Account.

73. In addition, Pajcin and Plotkin tipped Mikhail Plotkin and Siegel about the confidential non-public information provided by Smith concerning the possible indictment of Bristol-Myers' then-current high-ranking executive, and, as a result, on June 10, 2005 Mikhail Plotkin and Siegel purchased Bristol-Myers put option contracts.

74. On or about June 14, 2005, Smith told Pajcin and Plotkin that he had learned that, in fact, the Bristol-Myers high-ranking executive would not be indicted.

75. As a result of the new information Smith provided, in an attempt to avoid losses, on June 14, 2005 Pajcin covered his short position in Bristol-Myers securities in the Anticevic Saxo Bank Account, and Mikhail Plotkin and Siegel liquidated their positions in Bristol-Myers put option contracts. The details, including trade dates and number of securities traded, of the Defendants' trading in the securities relating to the Grand Jury Scheme are set forth in the annexed Exhibit C, which is incorporated herein by reference.

76. On June 15, 2005, the day after Smith's disclosure that the then-current Bristol-Myers high-ranking executive was not going to be indicted, and the day after the above-referenced Defendants covered and/or liquidated their positions in Bristol-Myers securities, Bristol-Myers publicly announced that it had entered into a deferred prosecution agreement with the United States Attorney's Office, and that two of Bristol-Myers' former executives, Frederick Schiff and Richard Lane – both of whom had left the company over three years earlier – had been indicted. Pursuant to its agreement with the United States Attorney's Office, Bristol-Myers also agreed to make an additional payment of \$300 million to a shareholder fund previously

established in connection with the company's settlement with the Commission announced in August 2004. Notably, no charges were brought against the then-current high-ranking executive.

77. Smith, Pajcin, and Plotkin all knew that Smith was prohibited from disclosing information concerning the proceedings before the grand jury. As evidence of their knowledge, Smith, Pajcin, and Plotkin developed a system whereby Smith would be able to surreptitiously alert Pajcin and Plotkin directly from the courthouse about the latest developments taking place before the grand jury immediately after they transpired.

78. With respect to the Grand Jury Scheme, Pajcin and Plotkin had the same arrangements with Defendants Siegel, Anticevic, and Smith that they had in connection with the Merrill Lynch and BusinessWeek Schemes, whereby Siegel was to pay Pajcin and Plotkin a portion of his profits generated by trades he made based on the information provided by Pajcin and Plotkin, Pajcin was able to execute trades through the Anticevic Saxo Bank Account, and Pajcin and Plotkin were to pay Smith a portion of Pajcin's trading profits. Similarly, Pajcin and Plotkin had the same agreement among themselves, whereby they were to split evenly all profits Pajcin made through his Bristol-Myers trades, as well as all proceeds collected from the other Defendants.

79. On or about April 12, 2006, Smith and Pajcin had a telephone conversation that was recorded. During this call, Pajcin told Smith that Pajcin was considering cooperating with law enforcement authorities and that law enforcement authorities might ask Pajcin about the trading in Bristol-Myers stock which would lead Pajcin to tell the authorities about that "jury thing." In response, Smith indicated that he knew what Pajcin was speaking about. Pajcin also told Smith that it was possible that Smith would be questioned about his service on the Bristol-Myers grand jury, but that the authorities seemed to be interested in bigger trades (referring to

knew, or was reckless in not knowing, the fact that he owed Merrill Lynch a fiduciary duty to maintain such information in confidence until it was publicly disseminated.

95. In breach of a fiduciary duty or similar relationship of trust or confidence owed to Merrill Lynch, Shpigelman misappropriated material, non-public information about P&G's offer to acquire Gillette, and, while in possession of this information, communicated this information, directly or indirectly, to Plotkin and Pajcin, while expecting to benefit from his disclosure.

96. Plotkin and Pajcin knew, or were reckless in not knowing, that the information they learned about Gillette from Shpigelman was material and non-public, and had been misappropriated and/or disclosed to them in violation of a fiduciary duty or similar relationship of trust or confidence, and that they could not purchase or sell any Gillette securities or tip others so that they could purchase or sell any Gillette securities while possessing such information.

97. Notwithstanding their respective obligations, Plotkin and Pajcin agreed that Pajcin would purchase Gillette securities and the profits from those purchases would be shared between them. As described above and in connection with this agreement, Pajcin purchased Gillette securities while in possession of this misappropriated, material, non-public information, as set forth on the annexed Exhibit A, which is incorporated herein by reference.

98. Also in violation of their respective obligations, Plotkin and Pajcin tipped Lopandic and Verinac to trade in Gillette securities while expecting to benefit from the disclosure. Plotkin and Pajcin also agreed to share kickbacks received from Lopandic and Verinac for providing this information.

99. Lopandic and Verinac knew, or were reckless in not knowing, that the information they learned about P&G's offer to acquire Gillette from Plotkin and Pajcin was material and non-public, and had been misappropriated and/or disclosed in violation of a

public information about Duke's offer to acquire Cinergy, and, while in possession of this information, communicated this information, directly or indirectly, to Plotkin and Pajcin while expecting to benefit from his disclosure.

126. Plotkin and Pajcin knew, or were reckless in not knowing, that the information they learned about Duke's offer to acquire Cinergy from Shpigelman was material and non-public, and had been misappropriated and/or disclosed to them in violation of a fiduciary duty or similar relationship of trust or confidence, and that they could not purchase or sell any Cinergy securities or tip others so that they could purchase or sell any Cinergy securities while possessing such information.

127. Notwithstanding their respective obligations, Plotkin and Pajcin agreed that Pajcin would purchase Cinergy securities and the profits from those purchases would be shared between them. As described above and in connection with this agreement, Pajcin purchased Cinergy securities while in possession of this misappropriated, material, non-public information as set forth on the annexed Exhibit A, which is incorporated herein by reference.

128. Also in violation of their respective obligations, Plotkin and Pajcin tipped Lopandic and Verinac to trade in Cinergy securities while expecting to benefit from the disclosure. Plotkin and Pajcin also agreed to share kickbacks received from Lopandic and Verinac for providing this information.

129. Lopandic and Verinac knew, or were reckless in not knowing, that the information they learned about Duke's offer to acquire Cinergy from Plotkin and Pajcin was material and non-public, and had been misappropriated and/or disclosed in violation of a fiduciary duty or similar relationship of trust or confidence, and that they could not purchase or

140. Notwithstanding their respective obligations, Plotkin and Pajcin agreed that Pajcin would purchase LabOne securities and the profits from those trades would be shared between them. As described above and in connection with this agreement, Pajcin purchased LabOne securities through the Anticevic Saxo Bank Account while in possession of this misappropriated, material, non-public information, as set forth on the annexed Exhibit A, which is incorporated herein by reference.

141. Also in violation of their respective obligations, Plotkin and Pajcin tipped Siegel, Mikhail Plotkin, Lopandic, and Verinac to trade in LabOne securities while expecting to benefit from the disclosures. Plotkin and Pajcin also agreed to share kickbacks received from Siegel, Mikhail Plotkin, Lopandic, and Verinac for providing this information.

142. Siegel, Mikhail Plotkin, Lopandic, and Verinac each knew, or was reckless in not knowing, that the information they learned about Quest's offer to acquire LabOne from Plotkin and Pajcin was material and non-public, and had been misappropriated and/or disclosed in violation of a duty of trust or confidence, and that they could not purchase or sell any LabOne securities or tip others so that they could purchase or sell any LabOne securities while possessing such information.

143. Notwithstanding their respective obligations, as described above, Siegel and Mikhail Plotkin purchased LabOne securities while in possession of this misappropriated material, non-public information as set forth on the annexed Exhibit A, which is incorporated herein by reference.

144. Notwithstanding their obligations, Lopandic and Verinac tipped Borac and the Direktanlage Traders to trade in LabOne securities while expecting to benefit from their disclosure.

145. Borac and the Direktanlage Traders knew, or were reckless in not knowing, that the information they learned about Quest's offer to acquire LabOne from Lopandic and Verinac was material and non-public, and had been misappropriated and/or disclosed in violation of a duty of trust or confidence, and that they could not purchase or sell any LabOne securities while possessing such information.

146. Notwithstanding their obligations, as described above, Borac and the Direktanlage Traders purchased LabOne securities while in possession of this misappropriated material, non-public information as set forth on the annexed Exhibit A, which is incorporated herein by reference.

147. Anticevic knew, or was reckless in not knowing, that the trading performed by Pajcin in her accounts with her express permission was based upon material, non-public information that had been misappropriated and/or disclosed in violation of a duty of trust or confidence.

148. By the conduct described above, Defendants Shpigelman, Pajcin, Plotkin, Siegel, Mikhail Plotkin, Lopandic, Verinac, Borac, the Direktanlage Traders, and Anticevic, directly or 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].

149. Shpigelman, Pajcin, Plotkin, and Anticevic are jointly and severally liable for the disgorgement of all ill-gotten profits realized through Pajcin's trading in LabOne securities through the Anticevic Saxo Bank Account. Shpigelman, Pajcin, Plotkin, and Siegel are jointly and severally liable for the disgorgement of all ill-gotten profits realized through Siegel's trading in LabOne securities. Shpigelman, Pajcin, Plotkin, and Mikhail Plotkin are jointly and severally liable for the disgorgement of all ill-gotten profits realized through Mikhail Plotkin's trading in

154. Plotkin and Pajcin knew, or were reckless in not knowing, that the information they learned about Adidas' offer to acquire Reebok from Shpigelman was material and non-public, and had been misappropriated and/or disclosed to them in violation of a fiduciary duty or similar relationship of trust or confidence, and that they could not purchase or sell any Reebok securities or tip others so that they could purchase or sell any Reebok securities while possessing such information.

155. Notwithstanding their respective obligations, Plotkin and Pajcin agreed that Pajcin would purchase Reebok securities and the profits from those trades would be shared between them. As described above and in connection with this agreement, Pajcin purchased Reebok securities through accounts held in the names of Anticevic and Vujovic while in possession of this misappropriated material, non-public information, as set forth on the annexed Exhibit A, which is incorporated herein by reference.

156. Also in violation of their respective obligations, Plotkin and Pajcin tipped Siegel, Santana, Mikhail Plotkin, Lopandic, and Verinac to trade in Reebok securities while expecting to benefit from the disclosures. Plotkin and Pajcin also agreed to share kickbacks received from Siegel, Santana, Mikhail Plotkin, Lopandic, and Verinac for providing this information.

157. Siegel, Santana, Mikhail Plotkin, Lopandic, and Verinac each knew, or was reckless in not knowing, that the information they learned about Adidas' offer to acquire Reebok from Plotkin and Pajcin was material and non-public, and had been misappropriated and/or disclosed in violation of a duty of trust or confidence, and that they could not purchase or sell any Reebok securities or tip others so that they could purchase or sell any Reebok securities while possessing such information.

170. Notwithstanding their respective obligations, Plotkin and Pajcin agreed that Pajcin would purchase Celgene securities and the profits from those purchases would be shared between them. As described above and in connection with this agreement Pajcin purchased Celgene securities through an account held in the name of Anticevic while in possession of this misappropriated, material, non-public information, as set forth on the annexed Exhibit A, which is incorporated herein by reference.

171. Also in violation of their respective obligations, Plotkin and Pajcin tipped Siegel, Santana, Lopandic, and Verinac to trade in Celgene securities while expecting to benefit from the disclosures. Plotkin and Pajcin also agreed to share kickbacks received from Siegel, Santana, Lopandic, and Verinac for providing this information.

172. Siegel, Santana, Lopandic, and Verinac each knew, or was reckless in not knowing, that the information they learned about Celgene from Plotkin and Pajcin was material and non-public, and had been misappropriated and/or disclosed in violation of a duty of trust or confidence, and that they could not purchase or sell any Celgene securities or tip others so that they could purchase or sell any Celgene securities while possessing such information.

173. Notwithstanding their respective obligations, Siegel, Santana, and Lopandic each purchased Celgene securities in their respective accounts while in possession of this misappropriated, material, non-public information as set forth on the annexed Exhibit A, which is incorporated herein by reference.

174. Also in violation of their obligations, Lopandic and Verinac tipped Borac, Sormaz, and the Direktanlage Traders to trade in Celgene while expecting to benefit from their disclosure.

175. Borac, Sormaz, and the Direktanlage Traders each knew, or was reckless in not knowing, that the information they learned about Celgene from Lopandic and Verinac was material and non-public, and had been misappropriated and/or disclosed in violation of a duty of trust or confidence, and that they could not purchase or sell any Celgene securities while possessing such information.

176. Notwithstanding their respective obligations, Borac, Sormaz, and the Direktanlage Traders each purchased Celgene securities in their respective accounts while in possession of this misappropriated, material, non-public information as set forth on the annexed Exhibit A, which is incorporated herein by reference.

177. Anticevic knew, or was reckless in not knowing, that the trading performed by Pajcin in her accounts with her express permission was based upon material, non-public information that had been misappropriated and/or disclosed in violation of a duty of trust or confidence.

178. By the conduct described above, Defendants Shpigelman, Pajcin, Plotkin, Santana, Siegel, Lopandic, Verinac, Borac, Sormaz and the Direktanlage Traders, and Anticevic, directly or 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].

179. Shpigelman, Pajcin, Plotkin, and Anticevic are jointly and severally liable for the disgorgement of all ill-gotten profits realized through Pajcin's trading in Celgene securities through the Anticevic Saxo Bank Account. Shpigelman, Pajcin, Plotkin, and Lopandic, are jointly and severally liable for the disgorgement of all ill-gotten profits realized through Lopandic's trading in Celgene securities. Shpigelman, Pajcin, Plotkin, Lopandic, Verinac and the Direktanlage Traders are jointly and severally liable for the disgorgement of all ill-gotten

misappropriated material, non-public information concerning the contents of the “Inside Wall Street” column with respect to the following companies: TheStreet.Com, Biolase, Curis, SIPEX, Alltel, Cornell, Spectrum, Arbitron, IMAX, and Impax. Shuster communicated this information, directly or indirectly, to Plotkin and Pajcin, while expecting to benefit from his disclosures.

184. Plotkin and Pajcin knew, or were reckless in not knowing, that the information they learned about the contents of the “Inside Wall Street” column with respect to TheStreet.Com, Biolase, Curis, SIPEX, Alltel, Cornell, Spectrum, Arbitron, IMAX and Impax from Shuster was material and non-public, and had been misappropriated by Shuster, and that they could not purchase or sell any of the securities in these companies or tip others so that they could purchase or sell any of these securities while possessing such information.

185. Notwithstanding their respective obligations, Plotkin and Pajcin agreed that Pajcin would trade in the securities of TheStreet.Com, Biolase, Curis, SIPEX, Alltel, Cornell, Spectrum, Arbitron, IMAX, and Impax based on the information provided by Shuster relating to the contents of the “Inside Wall Street” column, and that the profits from those purchases would be shared between them. As described above and in connection with this agreement Pajcin purchased these securities while in possession of misappropriated, material, non-public information, as set forth on the annexed Exhibit B, which is incorporated herein by reference.

186. Also in violation of their respective obligations, Plotkin and Pajcin agreed to and did tip Lopandic and Verinac to trade in the securities of TheStreet.com, Biolase, Curis, Spectrum, Cornell, SIPEX, Arbitron, and Impax while expecting to benefit from their disclosures. Plotkin and Pajcin also agreed to share kickbacks received from Lopandic and Verinac for providing this information.

Spectrum, Symbol, and Check Point. Renteria communicated this information, except for the information relating to Check Point, directly or indirectly, to Plotkin and Pajcin, while expecting to benefit from his disclosures, and communicated the information relating to Check Point directly or indirectly to Plotkin while expecting to benefit from his disclosure.

197. Plotkin and Pajcin knew, or were reckless in not knowing that the information they learned about the contents of the “Inside Wall Street” column with respect to Perficient, PriceSmart, Alaska Communications, Casual Male, FedEx, Energy Conversion, Mikohn Gaming, Polycom, Spectrum, and Symbol from Renteria was material and non-public, and had been misappropriated by Renteria in breach of a duty of trust or confidence, and that they could not purchase or sell any of the securities in these companies or tip others so that they could purchase or sell any of these securities while possessing such information. Plotkin, in turn, knew, or was reckless in not knowing, that the information he learned about the contents of the “Inside Wall Street” column with respect to Check Point from Renteria was material and non-public, and had been misappropriated by Renteria in breach of a duty of trust or confidence, and that he could not purchase or sell any of the securities in these companies or tip others so that they could purchase or sell any of these securities while possessing such information.

198. Notwithstanding their respective obligations, Plotkin and Pajcin agreed that Pajcin would purchase the securities of Fedex, Mikohn Gaming, Polycom, Spectrum, and Symbol, and that the profits from those purchases would be shared between them. As described above and in connection with this agreement, Pajcin purchased the securities of Fedex, Mikohn Gaming, Polycom and Spectrum through accounts held in Anticevic’s name, and purchased the securities of Symbol through accounts held in the name of Anticevic and Vujovic while in possession of

material, non-public information as set forth on Exhibit B, which is incorporated herein by reference.

202. Santana knew, or was reckless in not knowing, that the information he learned about the contents of the “Inside Wall Street” column with respect to Casual Male, FedEx, Energy Conversion, Mikohn Gaming, Polycom, Spectrum, and Symbol from Plotkin and Pajcin was material and non-public, and had been misappropriated in breach of a fiduciary duty or similar duty of trust or confidence, and that he could not purchase or sell any of these securities while possessing such information.

203. Notwithstanding his obligation, as described above, Santana purchased the securities of Casual Male, FedEx, Energy Conversion, Mikohn Gaming, Polycom, Spectrum, and Symbol securities while in possession of this misappropriated, material, non-public information as set forth on Exhibit B, which is incorporated herein by reference.

204. Mikhail Plotkin knew, or was reckless in not knowing, that the information he learned about the contents of the “Inside Wall Street” column with respect to Perficient and Alaska Communications from Plotkin and Pajcin and with respect to Check Point from Plotkin was material and non-public, and had been misappropriated in breach of a fiduciary duty or similar duty of trust or confidence, and that he could not purchase or sell any of these securities while possessing such information.

205. Notwithstanding his obligation, as described above, Mikhail Plotkin purchased the securities of Perficient, Alaska Communications, and Check Point while in possession of the misappropriated, material, non-public information as set forth on Exhibit B, which is incorporated herein by reference.

206. Lopandic and Verinac knew, or were reckless in not knowing, that the information they learned about the contents of the “Inside Wall Street” column with respect to Casual Male, Energy Conversion, FedEx, Mikohn Gaming, Perficient, PriceSmart, and Spectrum from Plotkin and Pajcin was material and non-public, and had been misappropriated in breach of a fiduciary duty or similar duty of trust or confidence, and that they could not purchase or sell any of these securities while possessing such information.

207. Notwithstanding their obligations, Lopandic and Verinac tipped Borac to trade in the securities of Perficient, PriceSmart, FedEx, and Mikohn Gaming, expecting to benefit from their disclosures.

208. Borac knew, or was reckless in not knowing, that the information he learned about the contents of the “Inside Wall Street” column with respect to Perficient, PriceSmart, FedEx, and Mikohn Gaming from Lopandic and Verinac was material and non-public, and had been misappropriated in breach of a fiduciary duty or similar duty of trust or confidence, and that he could not purchase or sell any of these securities while possessing such information.

209. Notwithstanding his obligation, as described above, Borac purchased the securities of Perficient, PriceSmart, FedEx, and Mikohn Gaming while in possession of the misappropriated, material, non-public information as set forth on Exhibit B, which is incorporated herein by reference.

210. In addition, notwithstanding their obligation, Lopandic and Verinac tipped the Direktanlage Traders to trade in Casual Male, Energy Conversion, Mikohn Gaming, and Spectrum, expecting to benefit from their disclosures.

211. The Direktanlage Traders knew, or were reckless in not knowing, that the information they learned about the contents of the “Inside Wall Street” column with respect to

Casual Male, Energy Conversion, Mikohn Gaming, and Spectrum from Lopandic and Verinac was material and non-public, and had been misappropriated in breach of a fiduciary duty or similar duty of trust or confidence, and that they could not purchase or sell any of these securities while possessing such information.

212. Notwithstanding their obligation, as described above, the Direktanlage Traders purchased the securities of Casual Male, Energy Conversion, Mikohn Gaming, and Spectrum securities while in possession of the misappropriated, material, non-public information as set forth on Exhibit B, which is incorporated herein by reference.

213. Anticevic and Vujovic knew, or were reckless in not knowing, that the trading performed by Pajcin in their respective accounts with their express permission was based upon material, non-public information that had been misappropriated and/or disclosed in violation of a fiduciary duty or similar duty of trust or confidence.

214. By the conduct described above, Defendants Renteria, Plotkin, Pajcin, Siegel, Santana, Mikhail Plotkin, Lopandic, Verinac, Borac and the Direktanlage Traders, Anticevic and Vujovic, directly or 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].

215. Renteria, Pajcin, Plotkin, and Anticevic are jointly and severally liable for the disgorgement of all ill-gotten profits realized through Pajcin's trading in the securities of FedEx, Mikohn Gaming, Polycom, Spectrum and Symbol through the accounts held in Anticevic's name. Renteria, Pajcin, Plotkin, and Vujovic are jointly and severally liable for the disgorgement of all ill-gotten profits realized through Pajcin's trading in the securities of Symbol through the Vujovic Account. Renteria, Pajcin, Plotkin, and Siegel are jointly and severally liable for the disgorgement of all ill-gotten profits realized through Siegel's trading in the

218. Smith learned of matters occurring before a federal grand jury through his service as a grand juror, and, accordingly, was bound by Rule 6(e)(2) of the Federal Rules of Criminal Procedure, his oath, and/or the judge's charges to not disclose this information under any circumstance other than those set forth in Rule 6(e)(2) of the Federal Rules of Criminal Procedure. Smith knew, or was reckless in not knowing, the fact that he owed the United States Government a fiduciary duty to maintain such information in confidence pursuant to these terms.

219. In breach of a fiduciary duty or similar relationship of trust or confidence owed to the United States Government, Smith misappropriated material, non-public information about matters occurring before the grand jury concerning Bristol-Myers by communicating this information, directly or indirectly, to Plotkin and Pajcin, while expecting to benefit from his disclosure:

220. Plotkin and Pajcin knew, or were reckless in not knowing, that the information they learned about Bristol-Myers from Smith was material and non-public, and had been misappropriated and/or disclosed to them in violation of a fiduciary duty or similar relationship of trust or confidence, and that they could not purchase or sell any Bristol-Myers securities or tip others so that they could purchase or sell any Bristol-Myers securities while possessing such information.

221. Notwithstanding their respective obligations, Plotkin and Pajcin agreed that Pajcin would purchase and sell Bristol-Myers securities and the profits from those trades would be shared between them. As described above and in connection with this agreement, Pajcin purchased and sold Bristol-Myers securities through an account in his name and through an account in the name of Anticevic while in possession of this misappropriated material, non-

public information, as set forth on the annexed Exhibit C, which is incorporated herein by reference.

222. Also in violation of their respective obligations, Plotkin and Pajcin tipped Mikhail Plotkin and Siegel to trade in Bristol-Myers securities while expecting to benefit from the disclosures. Plotkin and Pajcin also agreed to share kickbacks received from Mikhail Plotkin and Siegel for providing this information.

223. Mikhail Plotkin and Siegel knew, or were reckless in not knowing, that the information they learned about Bristol-Myers from Plotkin and Pajcin was material and non-public, and had been misappropriated and/or disclosed in violation of a duty of trust or confidence, and that they could not purchase or sell any Bristol-Myers securities while possessing such information.

224. Notwithstanding their respective obligations, as described above, Siegel and Mikhail Plotkin purchased and sold the securities of Bristol-Myers while in possession of this misappropriated, material, non-public information as set forth on Exhibit C, which is incorporated herein by reference.

225. Anticevic knew, or was reckless in not knowing, that the trading performed by Pajcin in her accounts with her express permission was based upon material, non-public information that had been misappropriated and/or disclosed in violation of a duty of trust or confidence.

226. By the conduct described above, Defendants Smith, Plotkin, Pajcin, Siegel, Anticevic, and Mikhail Plotkin directly or indirectly, violated Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)], 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].

Exhibit A
 Defendants' Trading in Connection With Non-Public Merrill Lynch Mergers and Acquisitions Deals

Name	Date	Action	Symbol	Description
David Pajcin	1/26/05 - 1/27/05	Buy	G	38 buy transactions were placed to purchase a total of 346 call options and 3,000 shares
	1/27/2005	Announcement		P&G acquiring Gillette
David Pajcin	1/28/2005	Sell	G	28 sell transactions were placed to sell all 346 call options and all 3,000 shares
Direktanlage Traders	1/27/2005	Buy	G	13 buy transactions were placed to purchase a total of 13,719 shares
	1/27/2005	Announcement		P&G acquiring Gillette
Direktanlage Traders	1/28/2005	Sell	G	A series of sell transactions was placed to sell all 13,719 shares
David Pajcin	2/17/2005	Buy	ELAB	65 buy transactions were placed to purchase a total of 50 call options and 21,000 shares
	2/21/2005	Announcement		Novartis to Buy Hexal, Eon Labs for \$8.3 Billion Cash
David Pajcin	2/22/2005	Sell	ELAB	30 sell transactions were placed to sell all 50 call options and all 21,000 shares
Direktanlage Traders	2/17/2005	Buy	ELAB	15 buy transactions were placed to purchase a total of 25,003 shares
	2/21/2005	Announcement		Novartis to Buy Hexal, Eon Labs for \$8.3 Billion Cash
Direktanlage Traders	2/22/2005	Sell	ELAB	34 sell transactions were placed to sell all 25,003 shares
David Pajcin	5/4/05 - 5/6/05	Buy	CIN	29 buy transactions were placed to purchase a total of 645 call options and 2,000 shares
	5/9/2005	Announcement		Duke Energy Agrees to Acquire Cinergy
David Pajcin	5/9/2005	Sell	CIN	24 sell transactions were placed to sell all 645 call options and all 2,000 shares
Direktanlage Traders	5/4/05 - 5/6/05	Buy	CIN	24 buy transactions were placed to purchase a total of 22,727 shares
	5/9/2005	Announcement		Duke Energy Agrees to Acquire Cinergy
Direktanlage Traders	5/9/2005	Sell	CIN	22 sell transactions were placed to sell all 22,727 shares
Ilja Borac	5/6/2005	Buy	CIN	3 buy transactions were placed to purchase 15,000 shares
	5/9/2005	Announcement		Duke Energy Agrees to Acquire Cinergy
Ilja Borac	5/9/2005	Sell	CIN	3 sell transactions were placed to sell all 15,000 shares
Sonja Anticevic	8/1/05 - 8/2/05	Buy	RBK	33 buy transactions were placed to purchase a total of 1,997 call options and 240 shares
	8/3/2005	Announcement		Adidas to Acquire Reebok
Sonja Anticevic	8/3/2005	Sell	RBK	30 sell transactions were placed to sell all 1,997 call options and all 240 shares
Henry Siegel	8/1/05 - 8/2/05	Buy	RBK	48 buy transactions were placed to purchase a total of 1,180 call options and 8,000 shares
	8/3/2005	Announcement		Adidas to Acquire Reebok
Henry Siegel	8/3/2005	Sell	RBK	60 sell transactions were placed to sell all 1,180 call options and all 8,000 shares
Elvis Santana	8/1/05 - 8/2/05	Buy	RBK	6 buy transactions were placed to purchase a total of 465 call options and 520 shares
	8/3/2005	Announcement		Adidas to Acquire Reebok
Elvis Santana	8/3/2005	Sell	RBK	13 sell transactions were placed to sell all 465 call options and all 520 shares
Direktanlage Traders	8/2/2005	Buy	RBK	1 buy transaction was placed to purchase a total of 7,545 shares
	8/3/2005	Announcement		Adidas to Acquire Reebok
Direktanlage Traders	8/3/2005	Sell	RBK	1 sell transaction was placed to sell all 7,545 shares
Monika Vujovic	8/1/2005	Buy	RBK	5 buy transactions were placed to purchase a total of 455 call options
	8/3/2005	Announcement		Adidas to Acquire Reebok
Monika Vujovic	8/3/2005	Sell	RBK	3 sell transactions were placed to sell all 455 call options
Mikhail & Marina Plotkin	8/2/2005	Buy	RBK	3 buy transactions were placed to purchase a total of 60 call options and 120 shares
	8/3/2005	Announcement		Adidas to Acquire Reebok

Exhibit C
 Defendants' Trading in Connection With Bristol Myers Squibb Grand Jury Proceedings

<u>Name</u>	<u>Date</u>	<u>Action</u>	<u>Symbol</u>	<u>Description</u>
David Pajcin	3/18/2005	Sell Short	BMY	9 short sell transactions were placed to sell all 8,800 shares
David Pajcin	3/22/2005	Buy To Cover	BMY	9 buy transactions were placed to purchase a total of 8,800 shares
Anticevic Foreign	6/9/2005	Sell Short	BMY	6 short sell transactions were placed to sell all 10,500 shares
Anticevic Foreign	6/14/2005	Buy To Cover	BMY	6 buy transactions were placed to purchase a total of 10,500 shares
	6/15/2005	Announcement		BMY Announces Agreement with U.S.
Mikhail Plotkin	6/10/2005	Buy To Open	.BM Yue	2 buy transactions were placed to purchase a total of 50 put options
Mikhail Plotkin	6/14/2005	Sell To Close	.BM Yue	3 sell transactions were placed to sell all 50 put options
	6/15/2005	Announcement		BMY Announces Agreement with U.S.
Henry Siegel	6/10/2005	Bought	.BM Yue	4 buy transactions were placed to purchase a total of 200 put options
Henry Siegel	6/14/2005	Sold	.BM Yue	1 sell transaction was placed to sell all 200 put options
	6/15/2005	Announcement		BMY Announces Agreement with U.S.