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ARIZONA INDIAN GAMING ASSOCIATION
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April 30, 2026

VIA CFTC COMMENT PORTAL
https://comments.cftc.gov

Christopher Kirkpatrick
Secretary of the Commission
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, NW
Washington, DC 20581

Re: Prediction Markets, RIN 3038-AF65; Comments of Arizona Indian Gaming Association; Definition of "Gaming" to Prohibit Sports-Event Contracts

Dear Secretary Kirkpatrick:

On behalf of the Arizona Indian Gaming Association ("AIGA"), the undersigned respectfully submits these comments in response to the Commodity Futures Trading Commission's ("CFTC" or "Commission") Advance Notice of Proposed Rulemaking ("ANPR") regarding prediction markets. These comments address several of the questions, but include a primary emphasis on a discrete but important issue raised by the Notice: the need for a clear regulatory definition of "gaming" under Commodity Exchange Act ("CEA" or "Act") section 5c(c)(5)(C), 7 U.S.C. § 7a-2(c)(5)(C), and 17 C.F.R. § 40.11 that expressly covers sports-event contracts, including contracts on sports events such as the Super Bowl, the Kentucky Derby, the Masters, etc., and recurring daily sporting events, and prohibits the listing and clearing of such contracts on or through registered entities.

AIGA represents Tribal government gaming interests with a substantial stake in the lawful, well-regulated, and administrable treatment of gaming activity. From that perspective, AIGA opposes the listing and clearing of sports-event-related contracts on CFTC-regulated prediction markets because such contracts constitute gaming within the meaning of CEA section 5c(c)(5)(C), 7 U.S.C. § 7a-2(c)(5)(C), and 17 C.F.R. § 40.11.

AIGA also urges the Commission not to treat all event contracts alike. The Notice correctly reflects that event contracts span a wide range of subject matter and raise different concerns depending on the underlying contingency. The Commission should therefore adopt a category-specific, administrable framework rather than a one-size-fits-all approach. At minimum, the Commission should define gaming to expressly include sports-event contracts, prohibit those contracts from being listed or cleared on or through registered entities, require any self-certification process to be supported by express evidentiary showings, strengthen manipulation and integrity protections aimed at insider activity and event influence, and adopt procedures that are clear enough to be implemented consistently by the Commission, DCMs, SEFs, DCOs, intermediaries, and market participants.

Executive Summary

AIGA's views may be summarized as follows:

1. The Commission should not treat all event contracts alike. Different categories of event contracts raise materially different statutory, public-interest, and administrability concerns.

2. Sports-event-related contracts should be prohibited as gaming under the existing regulation. *See* 17 C.F.R. § 40.11. Contracts on the Super Bowl, daily sporting events, tournaments, match outcomes, player statistics, and similar sports contingencies are the clearest example of gaming under the statute and regulation.

3. If the Commission cannot bar sports-event related contracts under the existing regulation, it should adopt a clear definition of gaming in regulatory text or interpretive guidance that expressly covers sports-event contracts and sports-related propositions.

4. Any self-certification regime for event contracts should require explicit evidentiary support, including a documented explanation of why the contract does not involve gaming, unlawful activity, or similar prohibited activity, and why it is not readily susceptible to manipulation.

5. The Commission should require enhanced manipulation, surveillance, and integrity protections, particularly for contracts where insiders, event participants, affiliated persons, or persons with asymmetric information may trade or influence the event outcome.

6. The Commission should ensure that any prediction-market framework is clear and capable of administration, including through category-specific examples, defined evidentiary standards, and practical review procedures that can be applied consistently within the statutory 90-day period.

Background and AIGA's Interest

AIGA submits this comment because the expansion of prediction markets into sports-event products directly implicates the statutory and regulatory boundary between lawful derivatives activity and gaming. The Notice explains that the Commission has observed a significant increase in the number and diversity of event contracts listed since 2021, including contracts based on sporting events, and that entities are increasingly seeking registration primarily or exclusively to operate prediction markets. Those developments make it especially important that the Commission enforce existing rules, and, if necessary, adopt clear rules that preserve the distinction between event contracts that may properly function within the CEA framework and contracts that are, in substance and effect, gaming products.

AIGA's interest is not merely theoretical. Sports-related event contracts affect the structure and integrity of regulated gaming markets, create risks of consumer confusion

when wager-like products are offered through federal derivatives venues, and raise difficult questions regarding surveillance, event integrity, insider activity, and the practical limits of exchange-based compliance systems. For those reasons, AIGA strongly supports a framework that draws clear lines, rather than one that invites continual product-by-product disputes over plainly wagering-like contracts.

Legislative and Regulatory History

At the time Congress enacted the Dodd-Frank Wall Street Reform and Consumer Protection Act, and when the Commission adopted its definitional rulemakings, wagering on sports and other events was already lawful in Nevada and certain other U.S. jurisdictions and operated within established, state-regulated frameworks distinct from the derivatives markets governed by the CEA. These activities neither contributed to the 2008 financial crisis nor implicated the types of systemic risk that Congress sought to address through the swap regulatory regime.

Nothing in the text, structure, or legislative history of the Dodd-Frank Act suggests that Congress intended the definition of "swap" to encompass traditional wagering contracts of this nature. To the contrary, construing "swap" to reach such arrangements would produce untenable results. For decades, these transactions have been entered into (i) outside of designated contract markets and (ii) by participants who do not qualify as eligible contract participants ("ECPs"). Yet the CEA makes it unlawful to enter into off-exchange swaps with non-ECPs. If traditional wagering contracts were properly characterized as swaps, a substantial body of long-standing, state-authorized conduct would be rendered per se unlawful under federal law—an outcome the Commission has neither endorsed nor enforced.

The Commission's own rulemakings and interpretive guidance confirm this understanding. In its joint rulemaking further defining the term "swap," the Commission emphasized that the definition must be interpreted in light of statutory context and should not extend to consumer or commercial arrangements that lack the defining characteristics of derivatives. See Further Definition of 'Swap' rulemaking, 77 Fed. Reg. at 48,246–48,247 (excluding, inter alia, certain transactions that do not function as swaps). Similarly, in addressing the forward contract exclusion, the Commission reiterated that the CEA is not intended to regulate transactions properly characterized as non-derivative commercial arrangements. Id. at 48,247–48,249.

The Commission's interpretation of its anti-gaming authority likewise reflects a clear boundary between derivatives markets and traditional gaming. In proposing rules under CEA § 5c(c)(5)(C), the Commission focused on event contracts listed on registered entities, while recognizing the existence of separate, state-regulated gaming regimes. See Prohibition on Event Contracts proposal, 76 Fed. Reg. at 25,776–25,778. Notably, these authorities address event-based contracts only when offered on Commission-regulated platforms, not traditional, state-regulated wagering conducted pursuant to state law.

Finally, the Commission's consistent non-enforcement in this area is telling. The Commission has never brought an enforcement action treating state-authorized sports wagering or analogous gaming activity as unlawful swaps. This decades-long regulatory posture - spanning the pre- and post-Dodd-Frank periods - confirms the better reading of the statute: Congress did not intend to displace state-and tribal-regulated gaming regimes or to sweep traditional wagering contracts within the scope of the federal swap framework.

To the extent the Commission is considering action under 17 C.F.R. § 40.11 in connection with its current event contracts proposal, that authority should be applied consistent with these settled limits. Section 40.11 targets event contracts listed or made available on Commission-regulated markets that raise public interest concerns within the derivatives framework—not traditional, state- or tribal-regulated wagering conducted pursuant to independent gaming regimes.

Interpreting § 40.11 to reach such activity would effectively convert the provision into a sweeping prohibition on categories of conduct that Congress left to the states, while creating direct tension with the CEA's core structure governing swaps, including its ECP and exchange-trading requirements. A more faithful reading is that § 40.11 operates as a constraint on registered entities within the Commission's jurisdiction, not as a vehicle to displace or indirectly regulate lawful gaming activity that falls outside the statutory definition of a swap.

Responses to the Questions Presented in the ANPR

The Commission's abdication of regulatory enforcement against self-certified contracts that violate the Act and Rule 40.11 has resulted in a wave of unregulated gaming products being made available across all 50 states and in Indian country over the last approximately 18 months. During the last 18 months, the CFTC has demonstrated an unwillingness to enforce the law resulting in an explosion of sports-event related wagers by CFTC-authorized DCMs.

The growing list of sports-event wagering opportunities afforded to patrons by CFTC-authorized DCMs through the self-certification process continues to grow and raises numerous concerns. Those sports-event wagers are contrary to Congress's intent in modifying the Act in 2010 as well as state and tribal law regarding gaming activities under state and tribal jurisdiction.

Based on recent statements, the AIGA understands that the CFTC's "era of regulation by enforcement is over."[1] When investigations involve "new" products and evolving markets, ending "regulation by enforcement" requires that enforcement actions follow, rather than replace, clear regulatory guidance. It remains to be seen how the agency will approach enforcement in the core areas identified by Director Miller if and when they implicate novel regulatory issues – especially with limited budget capacity and similarly limited staffing.

The AIGA sincerely doubts that regulated entities that are currently self-certifying "gaming" wagers as compliant with the Act will suddenly self-report their misdeeds or be incentivized to make reports of misconduct.

A. Core Principles and Commission Regulations; Questions 1 and 5

The Commission asked what factors should inform the scope of gaming and whether sports competitions should be treated differently from other contests. AIGA's answer is yes. Sports-event contracts should be treated differently because they are the clearest and most textually grounded example of gaming under the statute and regulation.

[1] *See* Remarks of David I. Miller, Director of Enforcement, March 31, 2026 available at Remarks at NYU Law School – CFTC Enforcement Priorities, Insider Trading in the Prediction Markets, and Cooperation with the CFTC | CFTC.

Contracts on the Super Bowl, March Madness, the World Series, daily baseball games, regular-season football games, basketball matchups, golf tournaments, combat sports, tennis matches, player statistics, same-game propositions, and analogous sports contingencies function as wagers on the outcomes or components of games and athletic competitions. They do not cease to be gaming because they are listed on a registered exchange, structured as binary options or futures, or described as information-aggregation tools.

The Notice correctly recognizes that the Commission has specific statutory authority to prohibit certain event contracts when they are contrary to the public interest and involve, among other things, gaming. The Notice also reflects the Commission's concern with prediction markets' recent growth, including the substantial increase in contracts based on sporting events and other non-price contingencies. In light of that expansion, the Commission should adopt a clear, administrable rule confirming that contracts referencing athletic competitions and sports-related propositions are gaming and therefore may not be listed or cleared under the Commission's event-contract framework.

Sports-Event Contracts Have Already Been Prohibited by the Commission as Contrary to the Public Interest; The Commission Should Reaffirm that Prior Action

The Act at 7 U.S.C. § 7a-2, which gives the Commission authority over event contracts on registered entities, permits the Commission to determine that certain categories of agreements, contracts, or transactions are contrary to the public interest. Among the enumerated categories is gaming. The statute further provides that a contract so determined may not be listed or made available for clearing or trading on a registered entity, 7 U.S.C. § 7a-2.

That statutory design is important because it answers part of the question directly. Congress itself identified gaming as a category that may be treated as contrary to the public interest and delegated to the Commission the authority to make that determination through rule or regulation. In other words, the public-interest component is not some freestanding requirement untethered from agency rulemaking; it is built into a statutory mechanism that expressly contemplates Commission implementation by regulation, 7 U.S.C. § 7a-2.

The statutory text, as summarized in the provided materials, therefore strongly suggests that a regulation prohibiting trading in gaming-related contracts can satisfy the public-interest component so long as the regulation embodies the Commission's determination under the statute. The question then becomes whether 17 C.F.R. § 40.11 is properly understood as doing exactly that.

The regulation at 17 C.F.R. § 40.11 is properly understood as prohibiting a registered entity from listing for trading or accepting for clearing contracts based on an excluded commodity if the contract involves, relates to, or references specified categories, including gaming and unlawful activity. The regulation also addresses contracts involving activities similar to the listed categories that the Commission determines by rule or regulation to be contrary to the public interest, 17 C.F.R. § 40.11.

The regulation also includes a review mechanism. Under the materials provided, the Commission may require a 90-day review of a contract that may involve, relate to, or reference one of the enumerated activities. After that review, the Commission must approve or disapprove the contract within the prescribed period, 17 C.F.R. § 40.11.

Taken together, those features show two distinct functions. First, the regulation imposes a front-end prohibition on listing contracts involving gaming. Second, it provides a back-end review process for contracts that may have been listed despite the prohibition or whose status requires Commission assessment. That structure supports the conclusion that the regulation is not merely procedural; it is both substantive and procedural.

To the extent that the existing regulation requires further clarity regarding the definition of "gaming," a clear definition should be paired with an equally clear rule that sports-event contracts may not be listed or cleared on or through a registered entity. The Commission has ample basis to reach that conclusion under CEA section 5c(c)(5)(C) and Regulation 40.11.

1. **Sports contracts are the paradigmatic form of gaming.** Sports-event contracts directly track the outcome or performance of games, races, matches, and athletic competitions. They therefore present the most straightforward case for prohibition under the statutory gaming category.

2. **Sports contracts closely resemble retail gambling products.** Contracts on the Super Bowl and daily sporting events are functionally indistinguishable from sports wagers commonly offered in gambling markets. Allowing such products to trade as federally regulated derivatives risks blurring the boundary between commodity regulation and sports betting.

3. **The public-interest concerns are substantial.** Sports-event contracts raise concerns regarding event integrity, participant influence, misuse of nonpublic information, rapid-turnover speculation, and customer confusion. Those concerns are heightened where products are accessible in retail-facing environments and are marketed as investment-like instruments despite their wager-like character.

4. **Registration of the venue should not alter the analysis.** Whether a product is listed on a DCM or made available on a SEF does not change the underlying contingency on which the contract settles. If the referenced contingency is a sporting event or derivative sports proposition, the contract should be treated as gaming.

A categorical rule is preferable to contract-by-contract ambiguity.

The Notice seeks guidance on how the Commission should interpret the statute and regulations in this area. A sports-specific definition of gaming would provide clarity to exchanges, clearing organizations, intermediaries, and market participants while reducing the risk of repeated disputes over products that plainly resemble sports wagering.

CEA section 5c(c)(5)(C)(i) provides that, in connection with the listing of event contracts in excluded commodities, the Commission may determine that such contracts are contrary to the public interest if they involve unlawful activity, terrorism, assassination, war, gaming, or other similar activity determined by rule or regulation to be contrary to the public interest. The Commission adopted 17 C.F.R. § 40.11 to implement that authority. As the Notice explains, Regulation 40.11 was adopted to implement the statutory event-contract prohibition and reaches contracts that involve, relate to, or reference prohibited subject matter, e.g., gaming.

That statutory and regulatory structure warrants a direct and specific definition of gaming. At minimum, sports-event contracts are the clearest and least controversial application of that term. Contracts settling on the outcome of the a football game, a regular-season baseball game, a daily basketball game, a tennis match, a golf tournament, or any other athletic contest function as wagers on the results of games and competitions. Whatever uncertainty may exist at the margins for other event categories, there should be no uncertainty that contracts monetizing the outcome or statistics of sporting contests fall within "gaming."

A clear definition is especially important because prediction market sponsors may describe sports contracts as forecasting tools, information-aggregation mechanisms, or exchange-traded derivatives rather than gambling products. But the relevant inquiry under the statute is not the label attached to the instrument. It is whether the contract involves, relates to, or references gaming or other prohibited category. A contract does not stop being gaming merely because it is listed on a registered exchange, self-certified under part 40, or structured as a swap, binary option, or futures contract.

Proposed Definition of Gaming

The Commission should define gaming in a future rulemaking or interpretive amendment to 17 C.F.R. § 40.11 as follows:

> A. "Gaming" means any agreement, contract, or transaction, including any swap, that is based on, references, or is determined, in whole or in part, by the outcome, occurrence, non-occurrence, score, margin, statistics, performance, ranking, or other result of:
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> 1. A contest or event, including any game, sporting event, athletic contest, tournament, match, race, season, or similar exhibition; or
>
> 2. A game of chance or mixed chance and skill, including any traditional casino-style game or activity, whether conducted in a physical, electronic, digital, internet-based, or simulated environment (including iGaming), such as card games, table games, slot-style or randomized games, or other gaming activities in which results are determined by random number generation, house-banked outcomes, or player participation under established rules.
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> B. "Gaming" includes:
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> 1. any proposition, index, metric, or contingency derived from or related to such contests, events, or games, and applies where one or more participants risk money or other consideration on such outcome or result;

2. without limitation, contracts or transactions referencing professional, collegiate, amateur, Olympic, youth, electronic, virtual, or simulated contests, events, or games;

3. any agreement, contract, transaction, or swap that involves, relates to, or references the outcome, occurrence, non-occurrence, score, margin, statistics, performance, ranking, or other result of a game, sporting event, athletic contest, tournament, match, race, season, or similar exhibition, including any proposition or contingency derived from such event or competition, where market participants risk money or other consideration on that result. Gaming includes contracts on professional, collegiate, amateur, Olympic, youth, electronic, and simulated sporting events or contests. A contract constitutes gaming regardless of whether it is described as serving predictive, informational, commercial, or hedging purposes, and regardless of whether it is listed on a registered entity.

C. An agreement, contract, or transaction constitutes gaming without regard to its stated purpose, including where characterized as predictive, informational, commercial, or hedging in nature, and without regard to whether it is listed, traded, or cleared by or through a registered entity.

The Commission should further specify that this definition includes contracts on:

1. **Single-game outcomes**, including contracts on the winner or loser of a game or match.

2. **Championship and tournament outcomes**, including contracts on the Super Bowl, March Madness, World Series, Stanley Cup, Kentucky Derby, playoffs, brackets, cups, bowls, and other title events.

3. **Daily and recurring sporting events**, including regular-season games, same-day contests, in-play markets, and other frequently recurring sports contingencies.

4. **Player, team, and in-game propositions**, including contracts based on points, touchdowns, goals, strikeouts, rebounds, penalties, innings, quarters, periods, possession outcomes, and comparable event-specific statistics.

5. **Seasonal and performance-based sports metrics**, including standings, win totals, rankings, awards tied to athletic performance, and similar sports-related competitive outcomes.

This approach is consistent with the most textually grounded understanding of the statutory term. If a contract references a game or a sporting contest, it falls comfortably within "gaming." The Commission need not rely on an expansive or indeterminate theory. It

can and should adopt a category-specific definition that squarely resolves the sports-contract question.

The Proposed Definition Is Consistent with the Statutory and Regulatory Framework

The best reading of the existing framework is that the Commission may implement the public-interest component of CEA section 5c(c)(5)(C) through rulemaking, and that Regulation 40.11 is the principal vehicle through which it has done so. The Notice states that the Commission adopted Regulation 40.11 to implement the statutory event-contract prohibition. The regulation already bars registered entities from listing or accepting for clearing contracts that involve, relate to, or reference gaming.

Prior to December 2024, even the most ardent supporter of sports-event related contracts, KalshiEx, LLC, understood and argued in court that sports-event related contracts were prohibited under existing law and regulation as "gaming."

In the litigation over KalshiEx's congressional control event contracts, KalshiEx drew a sharp contrast between its election prediction markets and traditional gambling, specifically including Super Bowl betting, to argue that its products were not "gaming" within the meaning of the Act. KalshiEx conceded that wagering on the outcome of a sporting event like the Super Bowl would fit within the traditional and statutory understanding of "gaming," which includes betting on sports events and games of chance. In making its argument, KalshiEx distinguished election contracts from Super Bowl bets, which it acknowledged would constitute "gaming" both under ordinary usage and legal precedent.

Excerpts from Kalshiex's brief to the DC Circuit Court of Appeals regarding "gaming" and the public interest rule provide in relevant part:

> **II. THE DISTRICT COURT CORRECTLY HELD THAT KALSHI'S CONTRACTS DO NOT INVOLVE GAMING.**
>
> Kalshi's contracts do not "involve … gaming" either. As the District Court held, the proper interpretation is again simple: "'gaming,' as used in the Special Rule, refers to playing games or playing games for stakes." App.111. An event contract thus involves "gaming" if it is contingent on a game or a game-related event. App.107. The classic example is a contract on the outcome of a sporting event; as the legislative history directly confirms, Congress did not want sports betting to be conducted on derivatives markets. Elections, by contrast, are not games or related to games. They are not staged for entertainment, diversion, or sport. The Congressional Control Contracts are thus not subject to public-interest review under the "gaming" exception.

Further, KalshiEx argued:

> The game-based interpretation of "gaming" also aligns closely with the available legislative history. In a colloquy over the Special Rule, two Senators discussed the types of event contracts covered by the "gaming" category. Three examples were given: contracts on the outcome of the Super Bowl, the Kentucky Derby, and the Masters golf tournament. *See* 156 Cong. Rec. S5907. All of those underlying events are games, and so those contracts would be covered by the District Court's commonsense, plain-meaning interpretation of "gaming." App.117-18.

The Commission should not deviate from its prior position (and that of KalshiEx) that contracts involving the National Football League's Super Bowl, NCAA's "March Madness", or the PGA's "The Masters" (among other sports events) would constitute contracts on "gaming," which are illegal under current statute and regulation.

However, should the Commission determine that a definition of "gaming" provides a bright line test to guide the public, a more explicit definition focused on sports-event contracts would not depart from that framework. It would clarify and strengthen it.

To the extent that the term "gaming" has generated interpretive disagreement in litigation and commentary, the sports event related contract context offers the Commission the strongest basis for a clear rule. Unlike contracts on elections or other public events, sports contracts indisputably reference games, matches, races, and athletic competitions. Defining gaming to include sports-event contracts would therefore rest on the most natural reading of the statutory text while avoiding unnecessary uncertainty in a core area of Commission concern.

The Commission also has sound reason to proceed by rulemaking rather than relying solely on ad hoc, contract-specific determinations. The case law indicates that courts have viewed formal rulemaking as the appropriate mechanism when the Commission seeks to draw durable lines under the event-contract statute. A rule that expressly defines "gaming" to include sports-event contracts would provide the notice, consistency, and administrability that the statutory framework contemplates.

The Commission should provide guidance and, where appropriate, amend its regulations because existing general principles are not sufficiently specific to address the distinctive risks raised by prediction markets, particularly contracts tied to sports and similar competitive events. The most urgent need for guidance concerns the meaning of gaming, the scope of public-interest review, the evidentiary basis required for self-certification, the treatment of insider-driven and participant-influenced contracts, and the conditions under which event contracts should be deemed readily susceptible to manipulation.

The Commission should not rely exclusively on broad principles and after-the-fact enforcement. A clear *ex ante* framework is needed to ensure that DCMs and SEFs understand what categories of event contracts may not be listed, what showings must accompany any listing submission, and what surveillance, access, and customer-protection controls are expected before trading begins.

Question 2.a — Core Principle 2: Access Requirements and Abusive Trade Practices

Prediction markets present heightened risks of abusive trade practices where contracts are tied to events that attract retail participants, entertainment-oriented trading, or participants with nonpublic or event-specific informational advantages. The Commission should expect DCMs listing event contracts to implement impartial access rules together with heightened controls against coordinated trading, false or misleading promotional practices, wash trading, pre-arranged trading, and activity designed to mimic gambling participation rather than bona fide market use.

For sports-event contracts in particular, these risks reinforce why such products should be prohibited as gaming. If the Commission nevertheless permits any closely analogous contracts in other categories, it should require exchanges to adopt participant-screening, surveillance, and conduct rules tailored to the event-specific abuse risks.

Question 2.b — Contract Terms, Resolution Criteria, and Dispute Resolution

For event contracts, resolution criteria must be objective, transparent, and resistant to manipulation. The Commission should require DCMs and SEFs to specify, in advance, the source of truth for settlement, fallback procedures, dispute-resolution mechanisms, and procedures for handling changed, postponed, incomplete, or corrupted source events. These requirements are particularly important for contracts tied to complex or multi-source events.

AIGA is concerned that sports-event contracts create especially difficult resolution issues because proposition-style markets may depend on granular factual determinations, unofficial statistics, corrections, penalties, and league-specific adjudications. That complexity is another reason sports-event contracts should be treated as gaming and prohibited, rather than imported into the CEA framework through increasingly elaborate resolution systems.

Questions 2.c and 2.d — Manipulation, Market Surveillance, and Enforcement

The Commission should apply a rigorous standard in evaluating whether an event contract is readily susceptible to manipulation. Relevant factors should include whether the underlying event can be influenced by a small number of individuals, whether key information is concentrated among participants or insiders, whether the outcome turns on discretionary human judgment, whether secondary or unofficial data sources affect settlement, and whether trading incentives could create pressure to alter behavior in the referenced event.

Sports-event contracts present these concerns in concentrated form. Athletes, coaches, trainers, referees, team personnel, statisticians, and others may possess nonpublic information or opportunities to influence subcomponents of an event. Proposition-style markets on player performance, fouls, penalties, innings, or other embedded game events are especially vulnerable to insider activity and event-level manipulation. These features weigh heavily in favor of prohibiting sports-event contracts as gaming. They also illustrate why the

Commission should require enhanced integrity protections for any event-contract category that remains permissible.

At a minimum, any event-contract framework should require exchanges to maintain robust surveillance for cross-market manipulation, coordinated trading, insider participation, and conduct designed to move either the prediction market or the underlying real-world event. The Commission should also consider mandatory information-sharing arrangements, restricted-person lists, event-participant trading prohibitions, and escalation procedures when integrity concerns arise.

Question 2.e — Position Limits or Position Accountability

The Commission should expect DCMs to adopt conservative position limits or accountability standards for event contracts, with aggregation across economically equivalent or closely related contracts. Relevant factors include the size and liquidity of the market, the possibility of event influence, the concentration of information among a small group, and the potential for linked manipulation across related contracts.

For sports-event contracts, position limits are not an adequate substitute for prohibition. Because the core problem is that the contracts are gaming and are vulnerable to insider influence at the event level, position management tools cannot cure the underlying statutory and public-interest concerns.

Questions 2.f, 3, and 3.c — Financial Integrity, Customer Protection, Margin, and Clearing

AIGA urges the Commission to proceed cautiously, and likely negatively, with respect to margin for event contracts, especially in retail-facing environments. Event contracts with short duration, binary outcomes, concentrated liquidity, or entertainment-oriented participation can produce sharp exposure changes that are poorly suited to assumptions drawn from more traditional derivatives markets.

If the Commission permits any event contracts to trade on margin, it should require strong customer-protection measures, highly conservative margin methodology, clear disclosures, restrictions on leverage for retail participants, and DCO controls tailored to concentrated or thinly traded event products. The Commission should also require clear segregation, liquidation, and default-management rules for any intermediaries handling such products.

Sports-event contracts, however, should not be addressed through enhanced margin rules alone. They should be prohibited as gaming. The customer-protection concerns associated with sports-event contracts are not simply a question of leverage calibration; they stem from the basic character of the product.

Question 2.g — Operational Risk

Prediction markets raise operational risks associated with high-volume retail participation, rapid listing cycles, event-driven traffic spikes, data-feed dependency, resolution disputes, and the need to monitor linked activity across multiple venues and products. The Commission should require exchanges to demonstrate that their systems,

staffing, and controls can support surveillance, contract administration, dispute resolution, and emergency intervention at the pace required by event markets.

A framework that lacks clear prohibited categories will be especially difficult to administer. AIGA therefore urges the Commission to adopt categorical clarity, particularly for sports-event contracts, so that operational burdens do not expand around products that should never have been listed in the first place.

Questions 2.h and 4 — Blockchain-Based and SEF Prediction Markets

The Commission should not relax substantive standards merely because a prediction market is blockchain-based or limited to eligible contract participants on a SEF. The statutory question remains whether the contract involves gaming, unlawful activity, or similar prohibited subject matter, and whether the contract is contrary to the public interest. Technology and participant status do not alter the character of a sports-event contract as gaming.

Institutional access likewise does not eliminate event-integrity, manipulation, or administrability concerns. The Commission should apply the same categorical prohibition to sports-event contracts regardless of trading venue or technological architecture.

B. Public Interest

Questions 7 through 14

In making a public-interest determination under CEA section 5c(c)(5)(C), the Commission should consider at least the following factors: whether the contract serves a genuine hedging or price-risk-management function contemplated by CEA section 3(a); whether it promotes or undermines market integrity; whether it creates heightened incentives for manipulation or abusive practices; whether it exposes customers to wager-like products under the guise of regulated derivatives; whether it is capable of being supervised and administered effectively by the Commission and registered entities; and whether allowing the contract would blur settled statutory and regulatory lines between derivatives markets and gaming markets.

CEA section 3(a) and 3(b) should inform that analysis in a disciplined way. The Commission should ask whether the contract meaningfully contributes to risk management, price discovery, or dissemination of pricing information in the sense contemplated by the Act, and whether it can be offered consistently with the CEA's purposes of preventing manipulation, protecting market participants, safeguarding customer assets, ensuring financial integrity, and promoting responsible innovation. A product that primarily replicates sports wagering should not satisfy those standards merely because it produces a tradable price.

The CFTC's recent argument in its Motion for Preliminary Injunction before ethe United States District Court for Arizona regarding the phrase "associated with a potential financial, economic, or commercial consequence" is boundless. On the Commission's theory, a sports game qualifies because it may affect tickets, merchandise, advertising, hotels, and food sales. But that logic would federalize virtually every wagerable event, because nearly every public event has some downstream economic effect on someone. The statute requires more than incidental commercial reverberations. Otherwise, the CEA's event-contract

provisions would have no limiting principle, and the statutory "special rule" and its existing regulatory implementing counterpart for gaming-related contracts would lose any meaningful function. The better reading is that the event itself must bear a genuine financial or commercial nexus, not merely generate secondary business effects because people spend money around it.

AIGA does not support importing an undifferentiated version of the former "economic purpose" test, but the Commission may appropriately consider whether an event contract has a bona fide economic or commercial function beyond speculation on an isolated contingency. That inquiry is especially useful in distinguishing categories of event contracts rather than treating all event contracts alike. Contracts tied to financial, commercial, or business risks may warrant different treatment from contracts tied to games and athletic competitions.

For that reason, the Commission should expressly reject the premise that all event contracts should be analyzed as a single class. The statutory question is category - and contract-dependent. Sports-event contracts warrant distinct treatment because they are directly tied to games and competitions, present the strongest resemblance to gambling products, and raise acute integrity and manipulation concerns.

With respect to cost-benefit analysis, a clear rule prohibiting sports-event contracts would reduce uncertainty, repeated disputes, compliance burden, and litigation costs associated with testing obviously gaming-related products through self-certification and post-listing review. It would also reduce the risk that intermediaries and customers misunderstand the regulatory status of sports-wager-like instruments listed on federal markets.

C. Activities Listed in CEA Section 5c(c)(5)(C)

Questions 15 through 22

In determining the scope of the listed activities, the Commission should begin with ordinary meaning, statutory context, administrability, and the purposes of the event-contract provision. The Commission should also distinguish between activities that are expressly listed in the statute and activities that may be treated as "other similar activity" only through rule or regulation.

With respect to unlawful activity, the Commission should examine relevant Federal and State law, but it should not make the gaming inquiry wholly dependent on whether a particular contract would violate every potentially relevant gambling statute. The statute separately lists gaming, indicating that Congress intended to prohibit such contracts and that the Commission has authority to regulate that category directly. State law may still be relevant, particularly as additional evidence of public-interest concerns and regulatory conflict, but sports-event contracts do not cease to be gaming merely because they are packaged as exchange-traded derivatives.

With respect to gaming, the Commission should adopt a definition that expressly includes sports-event contracts. *See* discussion, above.

This definition answers Question 19 directly. The Commission should consider the ordinary meaning of the statutory term, the role of the word in the event-contract provision, the existing prohibition in Regulation 40.11, and the practical need for a rule that can be

administered clearly. A sports competition should be treated differently from some other contests because sports contracts settle on the outcome of games and athletic performances and therefore most naturally fit within gaming. That distinction is textually grounded and administratively workable.

Sports-event contracts such as contracts on the Super Bowl are not appropriate subjects for prediction markets because the contract is not keyed to the occurrence of an uncertain external event in the same way as a true occurrence-based contract. A sporting event like the Super Bowl is pre-scheduled. Its occurrence is expected and fixed in advance. The actual subject of the contract is therefore not whether the event will occur, but who will win or otherwise what outcome will be produced within that event. That makes the contract, in substance, a wager on the outcome of a game or contest, not a risk-management tool tied to the occurrence of an external contingency.

That distinction matters. A contract framed around whether a hurricane will strike Florida in October is fundamentally different. There, settlement turns on whether the specified event occurs. The contract is keyed to the occurrence of the hurricane, not to a competitive result and not to a post hoc judgment about how much rain fell, how much damage occurred, or which person or entity "won." Likewise, a snowfall or temperature contract is tied to the happening or measured extent of a natural occurrence. By contrast, a Super Bowl contract settles on the outcome of a pre-arranged contest between competitors. The event itself is not the uncertainty; the game result is.

That is why sports-event contracts fit squarely within the concerns traditionally associated with gaming. They ask market participants to stake money on the result of a scheduled contest of others. The contract's practical function is indistinguishable from sports wagering merely because it is listed on a federally regulated platform. A prediction market should not become a vehicle for repackaging sports betting as a financial product when the underlying uncertainty is simply which side will win a game that everyone already knows will be played.

The same logic distinguishes sports contracts from legitimate event contracts tied to external contingencies. In an occurrence-based contract, the uncertainty concerns whether a real-world event beyond the parties' control will happen at all, or whether it will cross an objectively defined threshold. In a sports contract, the uncertainty concerns the competitive outcome of a pre-scheduled entertainment event. The former can at least plausibly be described as occurrence-based risk transfer. The latter is plainly outcome betting.

The Commission should therefore recognize a clear line: contracts on pre-scheduled sporting events are not contracts on the occurrence of an event, but on the outcome of a game. For that reason, they are not appropriate instruments for prediction markets and instead fall within the core concerns that Congress and the Commission have associated with gaming-related event contracts.

Courts and the Commission (historically) have recognized that event contracts are typically framed around a specified event, occurrence, or value, but contracts tied to sporting contests raise a different concern because they function as staking money on the outcome of a contest of others rather than managing risk associated with an external contingency. *See Kalshiex LLC v. Commodity Futures Trading Comm'n*, Civil Action 23-3257 (JMC) (D. D.C. Sep. 12, 2024).

The public-interest implications of gaming-related event contracts, especially sports contracts, include consumer confusion, event-integrity risks, misuse of nonpublic information, potential participation by younger or entertainment-focused traders, and pressure to replicate features associated with gambling markets. The Commission asked whether responsible gaming standards such as self-exclusion tools, time limits, warnings, or advertising restrictions are relevant. AIGA's primary response is that such concepts underscore the gaming-like character of sports-event contracts; they do not justify importing those products into the CEA framework. The appropriate solution is prohibition, not adaptation.

As to other similar activity, the Commission should proceed cautiously and by rulemaking, not by ad hoc expansion. The statute expressly contemplates that similar activity be identified by rule or regulation. That structure reinforces the need for clear categorical determinations and supports the Commission's use of rulemaking to define gaming and other covered categories.

D. Procedural Aspects of CEA Section 5c(c)(5)(C)

Questions 23 through 28

The Commission should interpret its authority to act "in connection with the listing" broadly enough to permit meaningful pre-listing review, including review before a contract becomes effective through self-certification. That is especially important where a proposed contract plainly appears to involve gaming or another listed activity.

The Commission should also confirm that elements of a public-interest determination may be made on a category-wide basis. Illustrative examples and categorical guidance would be highly useful. In AIGA's view, sports-event contracts are the strongest example of a category that should be addressed categorically rather than through repetitive product-by-product review.

Any self-certification process should include express evidentiary standards. At minimum, a registered entity seeking to list an event contract should be required to submit a written evidentiary record addressing:

1. The precise contract terms and settlement source.

2. Why the contract does not involve unlawful activity, gaming, or other similar prohibited activity.

3. Why the contract is not readily susceptible to manipulation, including analysis of insider access, event influence, information asymmetries, and control by a small group of persons.

4. The surveillance, compliance, and restricted-person controls that will apply.

5. The basis for concluding that listing the contract would not be contrary to the public interest.

6. The customer-protection, intermediary, dispute-resolution, and operational controls that will govern the product.

Without such a record, the Commission cannot efficiently evaluate listed products within the statutory 90-day period, and self-certification risks becoming a vehicle for underdeveloped submissions on highly sensitive contracts. The Commission should also reserve authority to require supplementation, suspend listing during review, and reject incomplete filings.

The term "involve" should be interpreted by reference to the underlying real-world contingency on which the contract settles. If that contingency is a sporting event, sports proposition, or athletic performance metric, the contract involves "gaming."

E. Inside Information

Questions 29 through 32

The Commission should approach asymmetric information in prediction markets with caution, not romanticize it as a source of price accuracy. Although informed trading may sometimes improve price signals, event contracts can also create unfairness, manipulation incentives, and direct pressure on the integrity of the underlying event.

This issue is especially acute for sports-event contracts and other contracts where a small group of insiders can observe, influence, or anticipate relevant developments before the market. Athletes, coaches, trainers, officials, league personnel, statisticians, medical staff, and affiliated persons may possess nonpublic information that affects the value of a sports contract. Some participants may also have the ability to influence the event itself, especially in proposition-style or micro-outcome markets. These concerns strongly support AIGA's position that sports-event contracts should be prohibited as gaming.

For any event contracts that the Commission permits, enhanced manipulation and integrity protections are necessary to avoid insider activities and other abuses. The Commission should consider requiring:

1. Trading prohibitions for persons directly involved in, able to influence, or possessing nonpublic information about the underlying event.

2. Restricted-person and affiliated-person lists maintained by exchanges and intermediaries.

3. Monitoring for linked activity between the event market and related cash, betting, media, or commercial markets.

4. Escalation, suspension, and emergency-review procedures when suspicious event-linked activity appears.

5. Information-sharing arrangements sufficient to support integrity monitoring where relevant.

The Commission should also account for the specific statutory prohibitions applicable to misuse of nonpublic information by government officials, while recognizing that prediction markets may create similar integrity concerns in non-governmental settings. The broader point is that insider-trading-style and event-manipulation risks are not incidental to many event contracts; for sports contracts, they are central.

F. Types of Event Contracts and Other Issues

Questions 33 through 40

AIGA does not take the position that the Commission must treat all event contracts as unlawful or prohibited. All "gaming" contracts based on sports events should be prohibited consistent with existing statutory and regulatory provisions. *See* discussion, above. Some event contracts may be more closely tied to financial, commercial, or economic consequences contemplated by the CEA than others. But that is precisely why the Commission should reject any framework that treats all event contracts alike.

The better approach is a structured, category-specific framework. Under that approach, contracts should be evaluated according to the nature of the underlying contingency, the strength of any hedging or commercial rationale, the degree of susceptibility to manipulation, the presence of insider or participant influence, the adequacy of surveillance and customer protections, and the administrability of the product under the CEA framework.

Sports-event contracts fail that framework. Whether they are styled as swaps or futures, they are contracts on the outcome or metrics of games and competitions. They resemble wagering products, raise acute integrity risks, and do not become appropriate CEA instruments merely because they can be reduced to a binary settlement formula.

In considering costs and benefits under CEA section 15(a), the Commission should recognize that clarity has independent value. A framework that clearly prohibits sports-event contracts as gaming while preserving contract-by-contract evaluation for other categories would better protect market participants and the public, improve market integrity, support sound risk management, and reduce costly uncertainty. It would also better satisfy the need for a framework that the Commission can administer consistently and that regulated entities can follow prospectively.

Nor would such a framework improperly suppress responsible innovation. To the contrary, clear boundaries promote responsible innovation by directing market development toward products that are genuinely compatible with the CEA and away from products that merely repackage gaming as federally regulated prediction markets.

Prohibiting Sports-Event Related Contracts as Gaming Does Not Limit Responsible Innovation

Characterizing the listing of sports-event contracts as "innovation" overstates both the nature of the products at issue and the effect of the Commission's proposal. Applying existing statutory and regulatory limits to exclude gaming contracts does not constrain responsible innovation; it channels it. Properly understood, the proposal directs market development toward products that advance the purposes of the CEA and away from contracts that merely repackage traditional sports wagering in a derivatives format.

Responsible innovation in derivatives markets is measured by whether new products and market structures enhance hedging, price discovery, resilience, transparency, and lawful access to Commission-regulated markets. It does not require the Commission to approve every novel or technologically sophisticated contract, particularly where the contract's

economic substance falls outside the core functions of derivatives markets. A sports-event contract listed on a designated contract market may present as innovative in form, but where its substance is indistinguishable from gaming, the Commission acts consistently with the statute by excluding it from the regulated derivatives framework.

Drawing and maintaining that boundary promotes—rather than inhibits—innovation. Clear limits preserve the distinction between derivatives markets and state-regulated gaming regimes; provide market participants with meaningful notice regarding the types of products appropriately listed on Commission-regulated venues; and incentivize firms to innovate in areas that further the Commission's core regulatory objectives. Innovation in clearing, market surveillance, collateral and margin methodologies, event-risk hedging tied to commercial exposures, and lawful forecasting or information tools remains fully available and unaffected by the exclusion of sports-event gaming contracts.

Nor does the potential for offshore activity justify a different result. The Commission's obligation is to administer the statute Congress enacted, not to authorize disfavored products because similar activity may occur in other jurisdictions. Where a contract falls within gaming as reasonably interpreted under CEA § 5c(c)(5)(C) and implemented through 17 C.F.R. § 40.11, declining to permit its listing reflects adherence to statutory limits and preserves the integrity of U.S. derivatives markets.

Trust Responsibility and Arizona Tribal-State Compacts

The Commission should expressly recognize that its consideration of this ANPR implicates the United States' longstanding government-to-government relationship with federally recognized Indian tribes and the Federal Government's trust and treaty responsibilities to Tribal Nations. Federal law and continuing Executive Branch policy make clear that, where federal action has substantial direct effects on tribal governments, tribal self-government, tribal economic development, or tribal rights, federal decision-makers should engage in meaningful consultation and should evaluate those effects with particular care. Congress has reaffirmed the Federal Government's "historical and special legal relationship with, and resulting responsibilities to," Indian tribes in the Indian Self-Determination and Education Assistance Act. 25 U.S.C. § 5301.

That background is reflected in still-operative presidential directives. Executive Order 13175 states that the United States has a unique legal relationship and trust relationship with Indian tribes; that agencies should respect tribal self-government and sovereignty; and that agencies should ensure meaningful and timely tribal input when developing policies with tribal implications. Although Executive Order 13175 defines "agency" in a manner that excludes independent regulatory agencies and therefore does not impose the same mandatory procedural requirements on the CFTC that it imposes on executive departments, the Order expressly encourages independent agencies to comply with its provisions. That policy has been reaffirmed and strengthened by the Presidential Memorandum on Tribal Consultation and Strengthening Nation-to-Nation Relationships, 86 Fed. Reg. 7491 (Jan. 26, 2021), and the Presidential Memorandum on Uniform Standards for Tribal Consultation, 87 Fed. Reg. 74479 (Nov. 30, 2022), which reiterate the Federal Government's commitment to robust consultation with Tribal Nations and strongly encourage independent agencies to follow those standards. Most recently, Executive Order 14112, 88 Fed. Reg. 86021 (Dec. 6, 2023), reaffirmed that Federal policy must be administered in a manner that better embraces the

Government's trust responsibilities and promotes tribal self-determination, while again strongly encouraging independent agencies to comply.

In this context, the Commission should not treat tribal concerns as merely one stakeholder interest among many. Where CFTC action bears directly on tribal governmental revenues, tribal regulatory authority, or the value of rights secured through federally approved gaming compacts, the Commission should acknowledge that those consequences implicate broader federal responsibilities to respect tribal sovereignty and self-determination. At a minimum, the Commission should engage in direct government-to-government consultation with affected Tribal Nations before adopting any final policy that would alter, undermine, or devalue the economic and regulatory expectations embedded in tribal gaming arrangements.

That point is especially important in Arizona. Tribal government gaming and event wagering in Arizona are not the product of ordinary market competition; they are the result of a carefully negotiated and federally approved intergovernmental framework under the Indian Gaming Regulatory Act ("IGRA"). IGRA requires Class III gaming to be conducted pursuant to a tribal-state compact that is approved by the Secretary of the Interior and made effective through publication in the *Federal Register*. 25 U.S.C. § 2710(d). IGRA further provides that the Secretary must disapprove a compact that violates "the trust obligations of the United States to Indians." *Maverick Gaming LLC v. United States*, 123 F.4th 960, 983-984 (9th Cir. 2024). As the Ninth Circuit recently explained, these compacts are central to tribal economic development, self-sufficiency, and strong tribal governments, and they create substantial sovereign and economic interests that federal agencies must take seriously. *See, Maverick Gaming LLC v. United States*, 123 F.4th 960 (9th Cir. 2024).

Arizona law likewise demonstrates that the State's current event-wagering regime is inseparable from those tribal-state compacts and compact amendments. Arizona's compact statute directs the Governor to enter into the new standard form of tribal-state gaming compact and to forward it to the Department of the Interior for required approval. A.R.S. § 5-601.02. The compact form itself ties effectiveness to federal approval and *Federal Register* publication. A.R.S. § 5-601.02. And Arizona's 2021 event-wagering legislation made effectiveness contingent on tribes in key Arizona markets entering into 2021 gaming compact amendments and on notice of the Secretary's approval, or approval by operation of law, being published in the *Federal Register*. Chapter 234, HB 2772 – fantasy sports betting; event wagering. The same legislation authorizes tribal participation in mobile event wagering only if the tribe has signed the most recent tribal-state gaming compact and applicable appendices or amendments. Chapter 234, HB 2772 – fantasy sports betting; event wagering.

Accordingly, any CFTC action in this area would not operate on a blank slate. It would directly affect a federally structured and federally approved set of bargains among Tribal Nations, the State of Arizona, and the United States. Those bargains reflect negotiated allocations of regulatory authority, revenue-sharing obligations, investment-backed expectations, and tribal economic-development strategies that were reached through a sovereign-to-sovereign process and then approved under federal law. If the Commission adopts a policy that functionally displaces or diminishes the value of those compact-based rights without first consulting affected tribes, the Commission risks undermining not only tribal reliance interests, but also the Federal Government's own commitment to tribal self-determination and respect for federally approved tribal-state compacts.

For that reason, the Commission should expressly recognize in its final action that: (1) federally recognized tribes are sovereign governmental entities entitled to government-to-government engagement on policies with tribal implications; (2) CFTC action affecting gaming- or event-wagering-related markets can have substantial direct effects on tribal governmental revenues and compact-based rights; and (3) before taking final action, the Commission should consult with affected Tribal Nations, assess the effect of its proposal on existing tribal-state compacts and compact amendments in Arizona, and avoid regulatory approaches that would unsettle or devalue those federally approved agreements.

Further, if the Commission determines to permit contracts that function as gaming or closely resemble sports wagering or other forms of gaming, it should at minimum require designated contract markets, intermediaries, and other relevant market participants to implement robust geo-fencing protocols that exclude persons located on Indian lands unless and until the relevant Tribe has affirmatively authorized such activity under applicable federal law. Tribal governments retain significant sovereign authority over conduct on their reservations and other Indian lands, and Congress has established a specific federal framework for gaming on Indian lands through the IGRA. A federal regulatory approach that allows gaming-like contracts to be offered directly into Indian country without territorial safeguards would risk intruding on tribal governmental authority, undermining existing tribal gaming frameworks, and creating avoidable conflict with settled federal policy favoring tribal self-government and tribal economic development. At a minimum, the Commission should make clear that no federally regulated event-contract regime may be used to circumvent tribal authority over gaming-related activity on Indian lands.

Requested Action

Based on the foregoing, AIGA respectfully urges the Commission to:

1. Confirm that not all event contracts should be treated alike and adopt a category-specific framework for event-contract review.

2. Interpret or amend 17 C.F.R. § 40.11 to define gaming expressly to include contracts involving, relating to, or referencing sports events and sports-related propositions, including contracts on league championships (e.g., the Super Bowl), regular-season and daily sporting events, tournaments, collegiate games, tournaments, races, and proposition-style sports contingencies and sports-related propositions, as described above.

3. Confirm or otherwise determine that sports-event-related contracts are contrary to the public interest and may not be listed, traded, or cleared on or through a registered entity.

4. Require any event-contract self-certification to include express evidentiary showings addressing statutory coverage, manipulation risk, insider access, surveillance controls, customer protection, and public-interest considerations.

5. Require enhanced manipulation, integrity, and anti-insider protections for any event-contract category that is permitted.

6. Provide clear examples, defined procedures, and administrable standards so that the prediction-market framework is transparent, predictable, and capable of consistent application.

7. Clarify that exchange registration, contract form, or asserted informational utility does not remove a sports-event contract from the scope of gaming.

8. Provide interpretive guidance sufficient to assist DCMs, SEFs, DCOs, intermediaries, and market participants in identifying prohibited sports-event contracts before listing.

Conclusion

AIGA appreciates the opportunity to comment on the Commission's ANPR. The Commission should adopt a clear, administrable, and category-specific framework for event contracts under CEA section 5c(c)(5)(C) and 17 C.F.R. § 40.11. Most importantly, if the Commission will not enforce its existing regulations prohibiting the trade of sports-event contracts, it should define "gaming" to expressly include sports-event contracts and prohibit those contracts from listing and clearing on or through registered entities. These products are the most straightforward example of event contracts that function as wagers on games and athletic competitions, and they should be prohibited from listing and clearing under CEA section 5c(c)(5)(C) and 17 C.F.R. § 40.11.

Respectfully submitted,



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