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BY E-MAIL

Office of the Secretary
Securities and Exchange Commission
100 F Street, NE
Washington, DC 20549-1090

Re: Comments on Administrative Proceeding File No. 3-15654

Dear Sirs:

This is to provide comments on the Proposed Plan of Distribution ("Proposed Plan") in the above matter. The Proposed Plan arises from a settled administrative proceeding In the Matter of G-Trade Services LLC, et al, Admin Pro. 3-15654 (Dec. 18, 2013)(the "Order").

On behalf of our client, EII Capital Management, Inc. ("EII"), we submit the following comments on the Proposed Plan.

I. The Proposed Plan Should Be Amended to Treat Injuries on Trading from Non-US Securities No Differently than Injuries from Trading in US Securities.

The Proposed Plan provides the following:

> The purpose of this distribution is to refund a portion of the TP taken from Respondents' customers between October 2, 2006 and December 31, 2011 (the "relevant period"). The proposed distribution methodology, described in Section 9, provides full refunds of TP for orders placed during the relevant period in U.S. securities and pro rata refunds of TP for orders in non-U.S. securities. The Commission staff anticipates that refunds of TP relating to orders in non-U.S. securities will cover substantially less than half of the TP taken on those orders. (Proposed Plan, para. 2)

This treatment of losses is inconsistent with the Order and is unfair. Instead, injuries from trading in non-US securities should be treated the same as injuries from trading in US securities.

The Order alleges that "[t]hese proceedings arise out of a fraudulent scheme to conceal Respondents' practice of unnecessarily routing certain **global trading** and transition management customer orders to an offshore affiliate in order to charge undisclosed mark-ups and mark-downs in addition to disclosed commissions on those orders. . . . Respondents routinely took undisclosed "trading profits" ("TP") from global trading and transition management customers by routing customer orders to an offshore affiliate, which executed orders on a riskless basis and opportunistically added a mark-up or markdown to the price of the security." (Summary) The Order further notes that one of the Respondents "offered global trading services from 2006 until 2011." (para. 1) (see also: "The CGM Division offered customers global trading services, and GTM provided global transition management services." (para. 5)) According to the Order, "[t]The CGM Division's global trading services involved handling large non-electronic orders for either a single stock or a basket of stocks **in markets around the world**, including the United States." (para. 5) The Order specifically notes that illegal practices extended to trading in foreign securities: "**For orders executed in Asian markets,** GTM and the CGM Division routed customer orders to an affiliated broker in Hong Kong wholly owned by ConvergEx, which functioned in a similar capacity to CGM in Bermuda." (note 7) The Order further notes that "[o]n certain occasions, ConvergEx and a predecessor entity **retained outside law firms in the United States and elsewhere** to advise on the adequacy of certain disclosures in light of CGM's taking of TP on trades in **global securities**." (para. 44)

In fact, the conduct alleged in the Order involved trading in both US and non-US securities. On this basis alone, there is no basis to treat injuries from trading in non-US securities differently (and less advantageously) from injuries from trading in US securities.

In addition, there is no rationale for the treatment of injuries from trading in non-US securities. Such injuries essentially must stand "at the back of the bus," receiving whatever sums may remain after the injuries from trading in US securities are fully compensated. This is not simply a disparity of treatment, it is a gross disparity of treatment with no basis whatsoever.

II. The Proposed Plan Should Be Clarified to Ensure that Investment Advisers Do Not Bear Any Costs Associated with Distributions

The Proposed Plan provides that "[a]ll fees and expenses of administering the Plan shall be paid by the Respondents." (para. 8) This is consistent with the requirements of the Order: "Respondents shall be responsible for any and all costs associated with developing and administering the Plan." (para. IV.F) In spite of these provisions, absent clarification of the Proposed Plan, certain costs may be borne by investment advisers who receive distributions which they must in turn distribute to their clients. Under the Proposed Plan, distributions will be made to

the Respondents' customers, who are defined as follows: "The term "customer" as used herein shall refer to those entities that had a direct contractual account or trading relationship with one or more of the Respondents." (fn. 1) If an investment adviser is treated as a "customer" of the Respondents under this definition, the investment adviser will receive a payment under the Proposed Plan, and will then have to incur costs to distribute these payments to its customers. Consistent with the terms of the Order, the Proposed Plan should clearly specify that these costs will be borne by the Respondents.

Very truly yours,

Richard D. Marshall