

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 12-23459-CV-LENARD

**UNITED STATES COMMODITY
FUTURES TRADING COMMISSION,**

Plaintiff,

v.

**MICHAEL ALCO CER and
INOVATRADE, INC.,**

Defendants.

**ORDER ENTERING DEFAULT JUDGMENT,
PERMANENT INJUNCTION, CIVIL MONETARY PENALTY,
AND ANCILLARY EQUITABLE RELIEF AGAINST ALL DEFENDANTS**

I. PRELIMINARY STATEMENT

On September 21, 2012, Plaintiff U.S. Commodity Futures Trading Commission (CFTC) filed its Complaint for Injunctive Relief, Civil Monetary Penalties, and Other Equitable Relief (Complaint). DE #1. The Complaint alleges that Defendants Michael Alcocer (Alcocer) and InovaTrade, Inc. (InovaTrade) orchestrated a fraudulent scheme which between November 2008 and September 2011, induced more than four hundred customers to deposit with InovaTrade, a purported retail foreign exchange dealer (RFED) operated by Alcocer, more than \$10.6 million dollars to trade off-exchange foreign currency (forex). DE #1. The Complaint also alleges that Defendants misappropriated the vast majority of these funds. DE #1.

The Complaint further alleges that Defendants, by misappropriating customer funds; making false oral representations, both directly and indirectly to customers regarding, among other things, trading activity and profits supposedly generated from that trading activity; making

false written statements to customers regarding trading activity and profits; and offering managed accounts at an RFED, engaged in acts and practices that violated anti-fraud and other provisions of the Commodity Exchange Act (Act), 7 U.S.C. §§ 1 *et. seq.* (2006 and Supp. III 2009); the Act, as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank), Pub. L. No. 111-203, 124 Stat. 1376 (enacted July 21, 2010), 7 U.S.C. §§ 1 *et seq.* (2012); and CFTC Regulations promulgated thereunder (Regulations), 17 C.F.R. §§ 1.1 *et seq.* (2012). DE #1.

The CFTC's Complaint seeks to enjoin Defendants' unlawful acts and practices and to compel compliance with the Act, the Act, as amended, and the Regulations. In addition, the CFTC's Complaint seeks restitution, disgorgement, civil monetary penalties, and other ancillary equitable relief.

On February 21, 2013, service of the Complaint and summons was made on Defendants pursuant to an order of this Court authorizing service on Defendants via delivery of a postage-prepaid international package to Defendants in Panama City, as well as delivery via electronic mail. DE ## 14, 15, & 16.

Pursuant to Federal Rule of Civil Procedure 12(a)(1)(A)(i), Defendants' Answers were due on or before March 14, 2013. On March 19, 2013, the Clerk of this Court entered a default against Defendants pursuant to Fed. R. Civ. P. 55(a). DE # 19. To date, neither Defendant has filed an Answer.

Pursuant to Federal Rule of Civil Procedure 55(b)(2) and Local Rule 7(a)(1)(E), the CFTC has submitted its Application for Entry of Default Judgment, Permanent Injunction, Civil Monetary Penalty, and Ancillary Equitable Relief Against Defendants (Application). DE # 22. The Court has considered carefully the Complaint, the allegations of which are well-pleaded and

hereby taken as true; the CFTC's Application; and all oppositions thereto, and being fully advised in the premises, hereby:

GRANTS the CFTC's Application and enters this Order For Entry of Default Judgment, Permanent Injunction, Civil Monetary Penalty, and Ancillary Equitable Relief Against All Defendants (Order) finding Defendants liable as to all violations as alleged in the Complaint and imposing on Defendants permanent injunctions, civil monetary penalties, disgorgement, and ancillary equitable relief, as more fully described herein.

II. FINDINGS OF FACTS

The CFTC incorporates by reference the well-pleaded facts alleged in the Complaint, which facts Defendants have never contested by answer or other responsive pleading. These facts should be taken as true for purposes of this Application. *See* Fed. R. Civ. P. 8(d).

1. Plaintiff **U.S. Commodity Futures Trading Commission** is an independent federal regulatory agency that is charged with the administration and enforcement of the Act; the Act, as amended; and the Regulations. The CFTC maintains its principal office at Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

2. Defendant **Michael Alcocer** is an individual and a U.S. citizen. He was the CEO of InovaTrade. In that role, Alcocer was in charge of InovaTrade's operations, and he communicated with many of InovaTrade's customers personally. In addition, Alcocer solicited customers to open and place funds in managed forex trading accounts at InovaTrade and/or supervised InovaTrade employees engaged in such solicitations. Alcocer has never been registered with the CFTC in any capacity.

3. Defendant **InovaTrade, Inc.** is a corporation with a last known principal place of business located at Torres Las Americas, Punta Pacifica, 15 Floor, Panama City, Panama.

InovaTrade is also an inactive Florida corporation with a last known principal place of business at 7699 Milano Drive, Orlando, Florida. Further, until approximately January 2011, InovaTrade maintained a U.S. business address at Espirito Santo Plaza, Brickell Avenue, Suite 800, Miami, Florida. As an unregistered RFED, InovaTrade solicited and accepted both U.S. and non-U.S. customers to trade forex from as early as 2008 until at least September 2011. InovaTrade had a variety of agents working in the United States as unregistered introducing brokers; it also employed several people in Panama who assisted customers with their accounts. Although InovaTrade has been enjoined from operating as an RFED with U.S. customers since July 2011, it continued to operate in violation of that injunction until at least approximately October 2011. In addition, from as early as 2008 until at least September 2011, InovaTrade exercised discretionary authority over and/or obtained written authorization to exercise discretionary authority over customer trading accounts for non-eligible contract participants and, for compensation or profit, engaged in the business of advising certain customers as to the value of or the advisability of trading in forex. InovaTrade has never been registered with the CFTC in any capacity.

4. Defendants began their fraudulent scheme in January 2008 when they established a website, www.inovatrade.com, and received approximately \$300,000 in apparent customer funds. In approximately summer 2009, Alcocer met an insurance broker in Puerto Rico, through a mutual friend in Miami. Soon thereafter, Alcocer began discussing his forex business with the insurance broker. Alcocer promised the insurance broker that he had a safe approach to the forex market and showed him papers that made the insurance broker believe that both Alcocer and InovaTrade were registered with the Securities and Exchange Commission, as well as with the CFTC, among other organizations and agencies. Alcocer promised that principal invested by

InovaTrade customers would be guaranteed by a gold mine in Nicaragua, and he showed the insurance broker gold bars, bottles of gold dust, as well as pictures of the mine. In addition, Alcocer told the insurance broker that all InovaTrade customers were guaranteed minimum one-percent monthly returns and that InovaTrade would keep all trading profits above the customer's guaranteed return.

5. Alcocer convinced the insurance broker to trade forex and to solicit customers for InovaTrade. Alcocer told the insurance broker that this would allow the insurance broker to receive commissions from InovaTrade, based on the amounts deposited by his customers, and that the insurance broker did not need any kind of license. The insurance broker spoke to approximately ten of his insurance customers about placing their money with Defendants to trade forex. At least one of these customers received a brochure from InovaTrade. The brochure stated that the managed forex accounts had "more than 23,000 hours of live trading over 2 ½ years devoted solely to the retail investor, the InovaTrade Managed Forex Account has stood the test of time" The brochure also advertised the trading system was "low risk." Before providing money to InovaTrade, another of these customers spoke with Alcocer, who said that he had investments in gold, gold mines, and options and that he had a platform to trade forex.

6. Approximately ten customers, including the insurance broker, agreed to invest in InovaTrade through the insurance broker (collectively, the insurance broker's customers). The insurance broker's customers invested approximately \$900,000 in or around late summer/early fall 2009. Each customer believed that he or she had a managed trading account in his or her own name at InovaTrade.

7. Each of the insurance broker's customers signed an Account Management Agreement and Limited Power of Attorney. On each limited power of attorney, InovaTrade

stated: “The amount you may lose is potentially unlimited and can exceed the amount you originally deposit with INOVATRADE and INTRADE. However, INOVATRADE TRUST will limit the amount you may loose [sic] to 1% of the principal amount balance of the margin available in Client’s account.” Further, when certain of the insurance broker’s customers opened their accounts at InovaTrade, they were promised guaranteed monthly returns exceeding one percent. For example, one of the insurance broker’s customers received a 1.65 percent monthly guaranteed return and another received a 1.25 percent monthly guaranteed return. In these instances, Defendants promised that the higher guaranteed returns would be re-evaluated on a semi-annual basis, but the minimum return would always be one percent.

8. After their accounts were opened, Alcocer spoke directly to some of the insurance broker’s customers. Alcocer told at least one of these customers that his investment would be guaranteed and insured, though it was never clear to this customer who insured the investment. Further, rather than show the insurance broker’s customer any forex trading statements, Alcocer came to this customer’s house every couple of months to show him, through various charts on Alcocer’s laptop, how the customer’s account was supposedly doing. Alcocer also encouraged this customer to invest his retirement funds, but the customer declined.

9. After investing their funds with InovaTrade, some the insurance broker’s customers received statements showing the guaranteed returns in their accounts. The returns were reported as “interest,” and the statements did not include or list any forex trades. The returns were either credited to the InovaTrade account of the insurance broker’s customers or paid via wire transfer directly to the insurance broker’s customer. For example, one the insurance broker’s customers invested approximately \$81,049 and received regular monthly credits to his InovaTrade account of \$1,337.31 (a 1.65 percent monthly return) while another of

the insurance broker's customer invested approximately \$300,000 and received regular monthly wires of approximately \$4,950 (a 1.65 percent monthly return).

10. In or around April 2010, InovaTrade terminated its relationship with the insurance broker. At that time, InovaTrade sent all the insurance broker's customers an email identifying a new person for them to work with, and the insurance broker's customers stopped receiving scheduled withdrawals. In or around June 2010, all of the insurance broker's customers requested a return of their funds.

11. None of the insurance broker's customers ever received his or her requested withdrawals from June 2010 forward. Instead, after months of little contact from Defendants, each of the insurance broker's customers received a letter from InovaTrade on or about August 1, 2010, signed by Alcocer as InovaTrade's CEO. The letter stated that InovaTrade could not process the withdrawals because the funds had been misappropriated by a third party identified in the letter. The letter further stated that InovaTrade would do what it could to recover the funds, but it would not return any funds at that time.

12. The representations Defendants made in the letter sent to the insurance broker's customers were false. In reality, Defendants misappropriated the funds of the insurance broker's customers. The third party that Defendants' letter stated had misappropriated the customers' funds had actually suspended all InovaTrade accounts in October 2009, almost a year before Defendants blamed the loss of the insurance broker's customer funds on that third party. Further, after October 2009, Defendants continued to receive funds from certain of the insurance broker's customers and to report positive returns to the insurance broker's customers. In addition, the amount Defendants sent to the third party was far less than the amount the insurance broker's customers deposited with InovaTrade.

13. At the same time that Defendants were defrauding the insurance broker's customers, InovaTrade continued to operate as an RFED with respect to non-insurance broker customers. Shortly after the insurance broker's customers stopped receiving their monthly withdrawals and after InovaTrade upgraded its website in or around June 2010, Defendants' RFED fraud really took off. From late 2008 until the end of May 2010, Defendants received approximately \$1.5 million from customers, including the insurance broker customers. Thereafter, between June 2010 and September 2011, Defendants received almost \$9.1 million from customers to place in InovaTrade forex trading accounts. Of the more than \$10.6 million in customer deposits received from InovaTrade's more than four hundred customers from inception of Defendants' scheme until September 2011, more than \$8.2 million came from over three hundred and fifty U.S. customers. InovaTrade paid out approximately \$950,000 in "returns" or "refunds" to its customers worldwide, and Defendants misappropriated the remainder of the customer funds in their possession.

14. InovaTrade also solicited customers from around the world to open forex trading accounts. InovaTrade solicited U.S. customers in particular via its website, www.inovatrade.com, and a variety of U.S.-based unregistered entities and individuals known as introducing brokers. At least some of these entities or introducing brokers also managed the trading in the accounts of InovaTrade's U.S. customers.

15. InovaTrade offered to manage the trading in its customers' forex accounts as well, and, in fact, did so for certain customer accounts. With regard to InovaTrade's managed account services, in January 2011, its website stated, "The InovaTrade team has been able to design an automated strategy, capitalizing on its privileged access to the market information and on its leading technology. InovaTrade® offers the InovaTrade® Managed Account, clients [sic] has

opportunity to benefit from its ability to analyze and act a few milliseconds faster than other market participants.” According to its website, InovaTrade charged a one percent flat fee, a two percent management fee, and a fifteen percent performance fee for managing the accounts. The website reported a 95.20% return since April 2006, when InovaTrade purportedly began managing accounts. It also reported that InovaTrade never had a losing month of forex trading during that time.

16. These reported returns are false. InovaTrade has not been in operation since 2006 and, given that at least certain customers with managed accounts experienced total losses in 2010, the representations as to a 95.20% return and never having a losing month are lies.

17. In early 2011, the CFTC sued InovaTrade in the U.S. District Court for the Western District of Missouri for operating as an unregistered RFED. Defendants responded by closing down InovaTrade’s Miami office and moving its operations to Panama. However, InovaTrade, by and through Alcocer and other agents or employees, continued to solicit and accept U.S. customers to open accounts at InovaTrade to trade forex. After January 2011, when InovaTrade ostensibly blocked its website to U.S. IP addresses, InovaTrade continued to accept U.S. customers via a number of third parties. Further, InovaTrade’s agents or employees gave existing and prospective customers access to its website via a specific URL that circumvented InovaTrade’s blocking of U.S. IP addresses.

18. In July 2011, the U.S. District Court for the Western District of Missouri issued a permanent injunction against InovaTrade from operating as an unregistered RFED and soliciting and accepting U.S. customers. Nevertheless, InovaTrade, through its website and agents or employees, continued to take orders from and execute trades on behalf of U.S. customers. After several InovaTrade customers learned of the permanent injunction, InovaTrade issued a press

release via email to its customers that falsely stated that it was not the InovaTrade that the CFTC had sued. The press release stated that the CFTC had sued InovaTrade in the United States and the InovaTrade in Panama was a separate entity and not affiliated with InovaTrade in the United States. These statements in the press release were false. Similarly, representations on InovaTrade's website that InovaTrade was licensed in Panama by the National Securities Commission of the Republic of Panama also were false.

19. In or after July 2011, certain InovaTrade managed account customers received email notifications that their accounts would no longer be traded by the particular third party who had authorization to trade their accounts. Instead, InovaTrade informed these customers that "effective July 31, 2011, the agent for your F14 Forex Managed Account . . . at InovaTrade, Inc. will be changing to [an] InovaTrade Managed Account." The notifications referred customers with questions to an agent or employee of InovaTrade. None of these customers executed any power of attorney or trading authorization to permit the change. Beginning on August 23, 2011, InovaTrade reported that the accounts that had been converted to InovaTrade Managed Accounts experienced massive trading losses, including accounts of customers who previously had requested that their accounts be closed. Other customers noticed that successful trades for the previous month—for which they had viewed account statements online—were no longer listed on those statements.

20. Beginning in July 2011, many U.S. customers—both with managed and non-managed accounts—requested withdrawals of their funds and asked to close their accounts. Rather than return the customers' funds, however, InovaTrade provided a variety of excuses via telephone, email, and Skype, including the following: Alcocer is not approving outgoing wires; InovaTrade is implementing new anti-money laundering rules that are causing the delay; and

InovaTrade is reviewing everyone's account trade by trade due to some "toxic trading."

Although several customers have waited more than a year for their requested funds and despite InovaTrade's assurances that all wires would be received within seven to ten business days of their requests, no InovaTrade customers have received their requested withdrawals.

21. Beginning in October 2011, InovaTrade stopped answering customer phone calls, responding to emails from customers, and no funds have been returned to customers.

III. CONCLUSIONS OF LAW

A. The Court Should Enter a Default Judgment Against Defendants.

When a party against whom a default judgment is sought has failed to plead or otherwise assert a defense, and that fact has been documented, the clerk shall enter the party's default. Fed. R. Civ. P. 55(a). The party seeking the default shall then apply to the court for a default judgment. Fed. R. Civ. P. 55(b). Federal Rule of Civil Procedure 55(b)(2) provides that judgment by default may be entered by a district court against a defendant upon the failure of that defendant to plead or otherwise defend. *CFTC v. FX Professional Intern. Solutions, Inc.*, No. 1:10-CV-22311-PCH, 2010 WL 5541050 at *4 (S.D. Fla. Nov. 29, 2010); *Dunn v. Prudential Ins. Co. of America*, No. 8:10-CV-1626-T-24-TGW, 2011 WL 1298156 at *3-4 (M.D. Fla. Apr. 4, 2011); *Vaccaro v. Custom Sounds, Inc.*, No. 3:08-CV-776-J-32 JRK, 2009 WL 4015569 (M.D. Fla. Nov. 19, 2009). The grant or denial of an application for default judgment lies within a district court's sound discretion. *Hamm v. DeKalb County*, 774 F.2d 1567, 1576 (11th Cir. 1985). Where a party fails to respond, after notice, the court is justified in entering a judgment against the defaulting party. *Natures Way Marine, LLC v. North American Materials, Inc.*, No. 08-0005-WS-B, 2008 WL 801702 (S.D. Ala. Mar. 24, 2008) (citing *International Brands USA, Inc. v. Old St. Andrews Ltd.*, 349 F. Supp. 2d 256, 261 (D. Conn.

2004)). Further, if a district court determines that a defendant is in default, then well-pleaded factual allegations of the complaint, except those relating to unspecified damages, will be taken as true and liability is established by the entry of a default. *Sampson v. Brewer, Michaels & Kane, LLC*, No. 6:09-cv-2114-Orl-31DAB, 2010 WL 2432084 (M.D. Fla. May 26, 2010) (citing *Buchanan v. Bowman*, 820 F.2d 359, 361 (11th Cir.1987)); *see also* Fed. R. Civ. P. 8(b)(6) (noting effect of failure to deny an allegation). Moreover, “[i]t is a familiar practice and an exercise of judicial power for a court upon default, by taking evidence when necessary or by computation from facts of record, to fix the amount which the plaintiff is lawfully entitled to recover and to give judgment accordingly.” *Pope v. United States*, 323 U.S. 1, 12 (1944).

The Clerk of the Court already has entered defaults against Defendants. DE # 19. As such, in accordance with Federal Rule of Civil Procedure 55(b)(2), the CFTC’s allegations in the Complaint against Defendants are deemed to be well-pleaded and are taken as true, and a default judgment is hereby entered against Defendants.

B. Jurisdiction

Section 6c(a) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 13a-1(a), authorizes the CFTC to seek injunctive relief against any person whenever it shall appear to the CFTC that such person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of the Act or any rule, regulation, or order thereunder.

Further, the CFTC has jurisdiction over the forex transactions at issue in this Complaint pursuant to Section 2(c)(2) of the Act, 7 U.S.C. § 2(c)(2) (Supp. III 2009). Venue properly lies with the Court pursuant to Section 6c(e) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 13a-1(e), because certain transactions, acts, practices, and courses of business alleged in this Complaint occurred, are occurring, and/or are about to occur within this District.

C. The Commodity Exchange Act

In analyzing the CFTC's Application, the Court keeps in mind a crucial purpose of the Act: "protecting the innocent individual investor—who may know little about the intricacies and complexities of the commodities market—from being misled or deceived." *CFTC v. R.J. Fitzgerald & Co.*, 310 F.3d 1321, 1329 (11th Cir. 2002). "[C]aveat emptor has no place in the realm of federal commodities fraud. Congress, the CFTC, and the Judiciary have determined that customers must be zealously protected from deceptive statements by brokers who deal in these highly complex and inherently risky financial instruments." *Id.* at 1334.

D. Violations of the Act and the Regulations

**1. Section 4b(a)(2)(A)-(C) of the Act:
Fraud in Connection with Futures and Forex**

a. Defendants Misappropriated Customer Funds.

Defendants violated Section 4b(a)(2)(A) and (C) of the Act by misappropriating customer funds. Defendants transferred customer funds into off-shore bank accounts, including accounts in Alcocer's own name, and refused to return those funds to customers. *See In re Lincolnwood Commodities, Inc.*, [1982-1984 Transfer Binder] Comm. Fut. L. Rep. (CCH) ¶ 21,986 at 28,255 (CFTC Jan. 31, 1984) (holding that defendant violated Section 4b when he "diverted to his own use funds entrusted to him by or on behalf of his customers"); *CFTC v. Muller*, 570 F.2d 1296, 1300-1301 (5th Cir. 1978) (affirming preliminary injunction where CFTC made a prima facie showing that defendant had misappropriated customer funds in violation of Act). Although several InovaTrade customers have waited more than a year for their requested funds and despite InovaTrade's assurances that all wires would be received by its customers within seven to ten business days of their requests, no InovaTrade customers have received their requested withdrawals since approximately July 2011.

b. Defendants' Misrepresentations and Omissions Violated the Act.

Defendants violated Section 4b(a)(2)(A) and (C) of the Act through their numerous misrepresentations and omissions to customers. To establish liability for fraud based on this conduct, the CFTC must prove that (1) a misrepresentation, misleading statement, or omission was made; (2) with scienter; and (3) that the misrepresentation was material. *CFTC v. R.J. Fitzgerald & Co.*, 310 F.3d 1321, 1328-29 (11th Cir. 2002); *see Dudley v. Dittmer*, 795 F.2d 669, 672-73 (8th Cir. 1986).

Here, Defendants, among other things: (1) made material misrepresentations and omissions regarding the profitability and risk supposedly associated with the forex trading activity at InovaTrade; and (2) represented that InovaTrade was registered with the Panamanian authorities and not the same InovaTrade sued by the CFTC in January 2011 in the U.S. District Court for the Western District of Missouri. *See, e.g., CFTC v. Vartuli*, 228 F.3d 94, 100-02 (2d Cir. 2000) (finding that misrepresentations about risk and past performance made in connection with futures trading violated Section 4b). Further, Defendants made, in connection forex transactions, misrepresentations or omissions of fact to customers with the requisite scienter. Among other things, Defendants knew: (1) their statements regarding the risk-free nature of forex trading and the guaranteed returns at InovaTrade were false; and (2) that InovaTrade was not registered with the appropriate authorities in Panama and was the same InovaTrade sued by the CFTC in January 2011. Finally, Defendants' misrepresentations and omissions were material and constitute fraud with respect to forex transactions under Section 4b in that a reasonable investor would want to know that his investment funds were being misappropriated and that statements made to him were wholly designed to mislead him. *See R.J. Fitzgerald*, 310 F.3d at 1328-29 ("A representation or omission is 'material' if a reasonable investor would

consider it important in deciding whether to make an investment.”); *McAnally v. Gildersleeve*, 16 F.3d 1493, 1498 (8th Cir. 1994) (same).

c. Defendants Sent False Statements to Customers.

Defendants violated Section 4b(a)(2)(B) of the Act by knowingly providing false account statements to customers. Delivering, or causing the delivery of, false account statements relating to forex trades (or other transactions regulated by the CFTC) constitutes a violation of Section 4b(a)(2)(B) of the Act. *See, e.g., CFTC v. Skorupskas*, 605 F. Supp. 923, 932-33 (E.D. Mich. 1985) (finding that defendant violated Section 4b(a) of the Act by issuing false monthly statements to customers); *CFTC v. Weinberg*, 287 F. Supp. 2d 1100, 1107 (C.D. Cal. 2003) (holding that false and misleading statements as to the amount and location of investors’ money violated Section 4b(a) of the Act).

**2. Violation of Section 4g(1) of the Act:
Fraud by a Commodity Trading Advisor (CTA)**

a. InovaTrade is a CTA, and Alcocer is an Associated Person (AP) of a CTA.

As of July 16, 2011, Section 1a(12)(A) of the Act, as amended, defines a CTA as “any person who for compensation or profit, engages in the business of advising others, either directly or through publications, writings, or electronic media, as to the value of or the advisability of trading in . . . any agreement, contract, or transaction described in section 2(c)(2)(C)(i) or section 2(c)(2)(D)(i)1a-1.” As described in the CFTC’s well-pleaded Complaint, InovaTrade meets the definition of a CTA.

An AP of a CTA is:

any natural person who is associated in any of the following capacities with . . . A [CTA] as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which

involves: (i) The solicitation of a client's or prospective client's discretionary account, or (ii) the supervision of any person or persons so engaged.

Regulation 1.3(aa)(4) (2012). As described in the CFTC's well-pleaded Complaint, Alcocer meets the definition of an AP of a CTA.

b. Defendants Violated Section 4o(1) of the Act.

Section 4o(1) of the Act broadly prohibits fraudulent transactions by a CTA and its APs. Section 4o(1)(A) and (B) applies to all CTAs whether registered, required to be registered, or exempted from registration. *Cf. Skorupskas*, 605 F. Supp. at 932-33 (applying Section 4o(1) in CPO context). Section 4o(1)(A) of the Act makes it unlawful for a CTA and its APs to employ any device, scheme, or artifice that defrauds any customer or prospective customer. Section 4o(1)(B) of the Act makes it unlawful for a CTA and its APs to engage in any transaction, practice, or course of business that operates as a fraud or deceit upon any customer or prospective customer.

The same conduct that violates Section 4b(a) of the Act, described above (*i.e.*, misappropriation, misrepresentations, and false account statements), also violates Section 4o of the Act.

**3. Violation of Regulation 4.41:
Fraud by a CTA**

a. InovaTrade is a CTA, and Alcocer is an AP of a CTA.

A CTA, for purposes of Part 5 of the Regulations, is any person who:

Exercises discretionary trading authority or obtains written authorization to exercise discretionary trading authority over any account for or on behalf of any person that is not an eligible contract participant as defined in section 1a(12) of the Act, [as amended,] in connection with retail forex transactions.

Regulation 5.1(e)(1) (2012).

Further, an AP of a CTA, for purposes of Part 5 of the Regulations, is:

Any natural person associated with a commodity trading advisor as defined in paragraph (e)(1) of this section as a partner, officer, employee, consultant or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves:

- (i) The solicitation of a client's or prospective client's discretionary account; or
- (ii) The supervision of any person or persons so engaged.

Regulation 5.1(e)(2) (2012).

As reflected in the CFTC's well-pleaded Complaint, InovaTrade meets the Part 5 definition of a CTA, and Alcocer meets the Part 5 definition of an AP.

b. Defendants Violated Regulation 4.41.

Regulation 4.41, 17 C.F.R. § 4.41 (2012), broadly prohibits fraudulent transactions by a CTA and its APs. The same conduct that violates Sections 4b(a) and 4c, described above (*i.e.*, misappropriation, misrepresentations, and false account statements), also violates Regulation 4.41.

**4. Violation of Regulation 5.2(b):
Fraud in Connection with Off-Exchange Forex Transactions**

Since October 18, 2010, Regulation 5.2(b)(1)-(3), 17 C.F.R. § 5.2(b)(1)-(3) (2012), has made it unlawful:

for any person, by use of the mails or by any means or instrumentality of interstate commerce, directly or indirectly, in or in connection with any retail forex transaction: (1) To cheat or defraud or attempt to cheat or defraud any person; (2) Willfully to make or cause to be made to any person any false report or statement or cause to be entered for any person any false record; or (3) Willfully to deceive or attempt to deceive any person by any means whatsoever.

The same conduct that violates 4b(a), 4c, and Regulation 4.41, described above (*i.e.*, misappropriation, misrepresentations, and false account statements), also violates Regulation 5.2(b).

**5. Violation of Regulation 5.16:
Prohibition of Guarantees Against Loss**

Regulation 5.16, 17 C.F.R. § 5.16 (2012), provides that no RFED may represent that it will guarantee a person against loss or limit the loss of the person. InovaTrade promised 1 percent or greater returns in its managed accounts and guaranteed to limit the loss of certain customers. This conduct violates Regulation 5.16.

6. Alcocer's Liability Under Section 13(b) of the Act

As a controlling person of InovaTrade, Alcocer is liable for InovaTrade's violations pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2006). Section 13(b) of the Act "is construed to include individuals, associations, partnerships, corporations and trusts that exercise control over persons who violate the Act and fail to act in good faith." *CFTC v. Johnson*, 408 F. Supp. 2d 259, 269 (S.D. Tex. 2005). Indeed, "[a] fundamental purpose of [S]ection 13(b) is to allow the C[FTC] to reach behind the corporate entity to the controlling individuals of the corporation and to impose liability for violations of the Act directly on such individuals as well as on the corporation itself." *In re JCC, Inc.*, [1992-1994 Transfer Binder] Comm. Fut. L. Rep. (CCH) ¶ 26,080 at 41,576 (CFTC May 12, 1994) (finding principals of company liable because they were officers of corporation who were involved in monitoring sales activities), *aff'd*, 63 F.3d 1557 (11th Cir. 1995). Pursuant to the Act, a controlling person is liable for the violations of any person directly or indirectly controlled if that controlling person "did not act in good faith or knowingly induced, directly or indirectly, the act or acts constituting the violation." Section 13(b) of the Act, 7 U.S.C. §13c(b).

To establish the “knowing inducement” element of the controlling person violation, the CFTC must show that the “the controlling person had actual or constructive knowledge of the core activities that constitute the violation at issue and allowed them to continue.” *Johnson*, 408 F. Supp. 2d at 269 (quoting *JCC, Inc. v. CFTC*, 63 F.3d 1557, 1568 (11th Cir. 1995)). Controlling persons cannot avoid liability by deliberately or recklessly avoiding knowledge about potential wrongdoing. *See In re Spiegel*, [1987-1990 Transfer Binder] Comm. Fut. L. Rep. (CCH) ¶ 24,103 at 34,767 (CFTC Jan. 12, 1988). Indeed, constructive knowledge of wrongdoing is sufficient for a finding of knowing inducement. *See JCC, Inc.*, 63 F.3d at 1568. To support a finding of constructive knowledge, the CFTC must show that a defendant “lack[ed] actual knowledge only because [he] consciously avoided it.” *Id.* at 1569 (citations omitted).

Section 13(b) liability is appropriate for Alcocer regarding InovaTrade’s violations. He solicited and spoke with customers. He represented himself as the CEO of InovaTrade and represented to the Puerto Rico customers, through an introducing broker (IB) and personally, that InovaTrade could guarantee returns based on forex trading, and that investments were insured. He also made other communications with other customers of InovaTrade regarding their accounts. Alcocer personally recruited a variety of IBs to solicit clients on behalf of InovaTrade and continued to have relationships with those IBs on InovaTrade’s behalf. Further, when the CFTC sued InovaTrade in 2011 for failure to register, Alcocer tried to evade service, closed InovaTrade’s Florida offices, and moved InovaTrade’s operations to Panama.

Given Alcocer’s control of InovaTrade, as well as his lack of good faith, Alcocer is liable for InovaTrade’s violations of the Act; the Act, as amended; and the Regulations.

7. InovaTrade's Liability Under Section 2(a)(1)(B) of the Act and Regulation 1.2

Alcocer and possibly other agents of InovaTrade committed the acts, omissions, and failures described herein within the course and scope of their employment at InovaTrade. InovaTrade, therefore, is liable under Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2006), and Regulation 1.2, 17 C.F.R § 1.2 (2012), as principal for its agents' acts, omissions, and failures constituting violations of the Act; the Act, as amended; and the Regulations.

IV. Remedies

A. The Court Should Enter a Permanent Injunction Against Defendants

Section 6c of the Act, 7 U.S.C. § 13a-1 (2006), authorizes and directs the CFTC to enforce the Act and Regulations and allows a district court, upon a proper showing, to grant a permanent injunction. *CFTC v. Wilshire Inv. Mgmt. Corp.*, 531 F.3d 1339, 1346 (11th Cir. 2008). In an action for permanent injunctive relief, the CFTC is not required to make a specific showing of irreparable injury or inadequacy of other remedies, which private litigants must make. *CFTC v. Muller*, 570 F.2d 1296, 1300 (5th Cir. 1978); *United States v. Quadro Corp.*, 928 F. Supp. 688, 697 (E.D. Tex. 1996) (citations omitted), *aff'd*, *U.S. v. Quadro Corp.*, 127 F.3d 34 (5th Cir. 1997); *CFTC v. British Am. Commodity Options Corp.*, 560 F.2d 135, 141-42 (2d Cir. 1977). Rather, the CFTC makes the requisite showing for issuance of injunctive relief when it presents a *prima facie* case that the defendant has engaged, or is engaging, in illegal conduct, and that there is a likelihood of future violations. *CFTC v. American Bd. of Trade, Inc.*, 803 F.2d 1242, 1250-51 (2d Cir. 1986); *CFTC v. Hunt*, 591 F.2d 1211, 1220 (7th Cir. 1979).

In a CFTC enforcement case, the 11th Circuit held that the district court's finding of a likelihood of future violations supported its entry of a permanent injunction. *See CFTC v. Sidoti*, 178 F.3d 1132 (11th Cir. 1999). In *Sidoti*, the 11th Circuit stated: "In light of the likelihood of

future violations, the district court did not abuse its discretion in enjoining further violations of the Act.” 178 F.3d at 1137; *see also SEC v. Carriba Air, Inc.*, 681 F.2d 1318, 1322 (11th Cir.1982); *SEC v. Blatt*, 583 F.2d 1325, 1334 (5th Cir. 1978). Whether such a likelihood of future violations exists depends on the “totality of the circumstances.” *SEC v. Management Dynamics, Inc.*, 515 F.2d 801, 807 (2d Cir. 1975); *CFTC v. Morgan, Harris & Scott, Ltd.*, 484 F. Supp. 669, 676 (S.D.N.Y. 1979). Foremost among these circumstances is the past illegal conduct of the defendant, from which courts may infer a likelihood of future violations. *British Am. Commodity Options Corp.*, 560 F.2d at 142; *Management Dynamics, Ltd.*, 515 F.2d at 807; *Carriba Air, Inc.*, 681 F.2d at 1322.

The scope of the injunctive relief can be tailored to meet the circumstances of the violations shown. For example, upon the CFTC’s showing of a violation, courts have entered permanent injunctions against future violations of the Act. *See, e.g., CFTC v. U.S. Metals Depository Co.*, 468 F. Supp. 1149 (S.D.N.Y. 1979). Other courts have issued broader injunctions prohibiting trading activity, in addition to enjoining defendants from future violations. *See, e.g., Wilshire Inv. Mgmt. Corp.*, 531 F.3d at 1346 (upholding the district court’s permanent injunction prohibiting the defendants from “engaging in any commodity-related activity”); *see also Noble Wealth Data Info. Servs.*, 90 F. Supp. 2d at 692 (“[t]he pervasiveness and seriousness of [the defendant’s] violation justify the issuance of a permanent injunction prohibiting him from violating the Act and from engaging in any commodity-related activity, including soliciting customers and funds”); *Rosenberg*, 85 F. Supp. 2d at 454-55 (permanently enjoining defendant from trading commodities on behalf of others). Under these standards, permanent injunctive relief, including a comprehensive trading ban, is clearly warranted against Defendants.

Accordingly, this Court enters a permanent injunction restraining Defendants and any of their agents, servants, employees, assigns, attorneys, and persons in active concert or participation with them from, directly or indirectly:

- 1) violating Sections 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) (Supp. III 2009), for conduct before July 16, 2011, and Section 4b(a)(2)(A)-(C) of the Act, as amended, 7 U.S.C. § 6b(a)(2)(A)-(C) (2012), for conduct on or after July 16, 2011; Section 4o(1) of the Act, 7 U.S.C. § 6o(1) (2006); and Regulations 4.41, 5.2(b), and 5.16, 17 C.F.R. §§ 4.41, 5.2(b), & 5.16 (2012);
- 2) trading on or subject to the rules of any registered entity (as that term is defined in Section 1a(40) of the Act, as amended, to be codified at 7 U.S.C. § 1a(40);
- 3) entering into any transactions involving commodity futures, options on commodity futures, commodity options (as that term is defined in CFTC Regulation 1.3(hh), 17 C.F.R. § 1.3(hh) (2011)) (commodity options), and/or foreign currency (as described in Sections 2(c)(2)(B) and 2(c)(2)(C)(i) of the Act, as amended, to be codified at 7 U.S.C. §§ 2(c)(2)(B) and 2(c)(2)(C)(i)) (forex contracts) for their own personal account or for any account in which they have a direct or indirect interest;
- 4) having any commodity futures, options on commodity futures, commodity options, and/or forex contracts traded on their behalf;
- 5) controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity futures, options on commodity futures, commodity options, security futures products and/or forex contracts;

6) soliciting, receiving, or accepting any funds from any person for purposes of purchasing or selling any commodity futures, options on commodity futures, commodity options, security futures products and/or forex contracts;

7) applying for registration or claiming exemption from registration with the CFTC in any capacity, and engaging in any activity requiring such registration or exemption from registration with the CFTC, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2012); and/or

8) acting as a principal (as that term is defined in Regulation 3.1(a) , 17 C.F.R. § 3.1(a) (2012)), agent or any other officer or employee of any person (as that term is defined in Section 1a of the Act, as amended, 7 U.S.C. § 1a) registered, exempted from registration or required to be registered with the CFTC, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2012).

B. Monetary Relief

The unqualified grant of statutory authority to issue an injunction under the Act carries with it the full range of equitable remedies, among which is the power to grant restitution.

Wilshire, 531 F.3d at 1344; *see also CFTC v. American Metals Exch. Corp.*, 991 F.2d 71, 76 (3d Cir. 1993) (“A number of courts have held that district courts have the power to order disgorgement as a remedy for violations of the Commodity Exchange Act for the purpose of depriving the wrongdoer of his ill-gotten gains and deterring violations of the law.”). In addition, Section 6c(d) of the Act, 7 U.S.C. § 13a-1(d) (2006), authorizes the imposition of civil monetary penalties. The CFTC seeks both forms of monetary relief in this case.

1. Restitution

The equitable remedy of restitution under the Act (prior to the effective date of Dodd-Frank in July 2011) “does not take into consideration the plaintiff’s losses, but only focuses on the defendant’s unjust enrichment.” *Wilshire*, 531 F.3d at 1345. Thus, “[t]he proper measurement [of restitution] is the amount that [Defendants] wrongfully gained.” *Id.*; accord *CFTC v. Levy*, 541 F.3d 1102, 1113 (11th Cir. 2008) (noting that the defendant “can only be liable in restitution to the extent of his unjust enrichment” (citing *Wilshire*)). An appropriate restitution award in this case is calculated with straightforward arithmetic, *i.e.* the amount taken in from customers (\$10,537,611.96) less the amount returned to customers (\$927,394.97)¹; thus, in this instance, restitution is **\$9,610,216.99**, plus post-judgment interest.

Accordingly, this Court orders Defendants to pay, jointly and severally, restitution in the amount of **\$9,610,216.99**, plus post-judgment interest. Post-judgment interest on the Defendants’ restitution obligation shall accrue beginning on the date of entry of this Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Order pursuant to 28 U.S.C. § 1961 (2006).

To effect payment by Defendants and the distribution of restitution, the Court hereby appoints the National Futures Association as Monitor. The Monitor shall collect restitution payments from Defendants and shall make distributions as set forth below. Because the Monitor is acting as an officer of this Court in performing these services, the Monitor shall not be liable for any action or inaction arising from its appointment as Monitor other than actions involving fraud.

¹ Normally, this calculation would also include trading losses. However, because it is impossible to quantify those losses given InovaTrade’s status as an RFED (therefore any gains and losses would have occurred within its own accounts), this number is not included in the calculation.

Defendants shall make their restitution obligation payments payable in the name of “InovaTrade and Alcocer Restitution Fund” and shall send such restitution payments by either electronic funds transfer or by U.S. postal money order, certified check, bank cashier’s check, or bank money order to the Office of Administration, National Futures Association, 300 South Riverside Plaza, Suite 1800, Chicago, Illinois, 60606, under a cover letter that identifies the paying Defendant and the name and docket number of this proceeding. The paying Defendant shall simultaneously transmit copies of the cover letter and the form of payment to (a) Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, DC 20581; (b) Director, Division of Enforcement, at the same address, and (c) Chief, Office of Cooperative Enforcement, Division of Enforcement, at the same address.

The Monitor shall oversee Defendants’ restitution obligation and shall have the discretion to determine the manner of distribution of such funds in an equitable fashion to the Defendants’ customers identified by the CFTC or may defer distribution until such time as the Monitor may deem appropriate. In the event that the amount of restitution payments to the Monitor are of a *de minimis* nature such that the Monitor determines that the administrative costs of making a restitution distribution to eligible customers is impractical, the Monitor may, in its discretion, treat such restitution payments as civil monetary penalty payments, which the Monitor shall forward to the CFTC following the instructions for civil monetary penalty payments set forth below.

To the extent that any funds accrue to the U.S. Treasury as a result of Defendants’ restitution obligation, such funds shall be transferred to the Monitor for disbursement in accordance with the procedures set forth in the preceding paragraphs.

Defendants shall cooperate with the Monitor as appropriate to provide such information as the Monitor deems necessary and appropriate to identify Defendants' customers to whom the Monitor, in its sole discretion, may determine to include in any plan for distribution of any restitution obligation payments. Defendants shall execute documents necessary to release funds that they have in any repository, bank, investment or other financial institution, wherever located, in order to make partial or total payment toward the restitution obligation.

Any amount paid to any customer pursuant to this Judgment shall not limit the ability of that customer to independently prove in a separate action that a greater amount is owed from Defendants or any other person or entity, and nothing herein shall be construed in any way to limit or abridge the rights of any customer that exist under federal, state, or common law to assert a claim for recovery against Defendants, subject to any offset or credit that Defendants may be entitled to claim under the law governing that customer's claim.

Pursuant to Rule 71 of the Federal Rules of Civil Procedure, each customer of Defendants who suffered a loss is hereby explicitly made an intended third-party beneficiary of this Judgment and may seek to enforce compliance with this Judgment to obtain satisfaction of any portion of the restitution amount that has not been paid, to ensure continued compliance with any provision of this Judgment, and to hold Defendants in contempt for any violations of any provision of this Judgment.

2. Civil Monetary Penalty

Section 6c(d)(1) of the Act, 7 U.S.C. § 13a-1(d)(1) (2006), provides that "the [CFTC] may seek and the court shall have jurisdiction to impose, on a proper showing, on any person found in the action to have committed any violation [of the Act or Regulations] a civil penalty." Pursuant to Section 6c(d)(1)(A) of the Act, 7 U.S.C. § 13a-1(d)(1)(A) (2006), and Regulation

143.8(a)(1), 17 C.F.R. § 143.8(a)(1) (2012), for the time period at issue in the case at bar, the civil monetary penalty shall be not more than the greater of \$140,000 for each violation of the Act or triple the monetary gain to Defendants. The CFTC has set forth several factors to consider in assessing a civil monetary penalty. These factors include: the relationship of the violation at issue to the regulatory purposes of the Act and whether or not the violations involved core provisions of the Act; whether or not scienter was involved; the consequences flowing from the violative conduct; financial benefits to a defendant; and harm to customers or the market. *In re Grossfeld*, [1996-1998 Transfer Binder] Comm. Fut. L. Rep. (CCH) ¶ 26,921 at 44,467-8 (CFTC Dec. 10, 1996), *aff'd*, 137 F.3d 1300 (11th Cir. 1998). Civil monetary penalties should “reflect the abstract or general seriousness of each violation and should be sufficiently high to deter future violations,” which means that civil monetary penalties should make it financially detrimental to a defendant to fail to comply with the Act and Regulations so that the defendant would rather comply than risk violations. *Id.* As the CFTC has stated:

[Civil monetary] penalties signify the importance of particular provisions of the Act and the [CFTC]'s rules, and act to vindicate these provisions in individual cases, particularly where the respondent has committed the violations intentionally. Civil monetary penalties are also exemplary; they remind both the recipient of the penalty and other persons subject to the Act that noncompliance carries a cost. To effect this exemplary purpose, that cost must not be too low or potential violators may be encouraged to engage in illegal conduct.

In re GNP Commodities, Inc. [1990-92 Transfer Binder] Com. Fut. L. Rep. (CCH) ¶ 25,360 at 39,222 (CFTC Aug. 11, 1992); *see also Reddy v. CFTC*, 191 F.3d 109, 123 (2d Cir. 1999) (providing that civil monetary penalties serve to further the Act’s remedial policies and to deter others from committing similar violations).

This case warrants the imposition of a substantial civil monetary penalty against Defendants because they knowingly engaged in fraud, which is a core violation of the Act. *See*

Grossfeld, ¶ 26,921 at 44,467 and n. 28 (citation omitted). Specifically, Defendants knowingly engaged in an illegal scheme by, *inter alia*, (i) misappropriating almost all of InovaTrade customers' funds, (ii) fraudulently soliciting hundreds of thousands of dollars from customers for the purported purpose of trading forex, and (iii) denying that the InovaTrade sued by the CFTC in the Western District of Missouri was the same company.

The Court believes that a civil monetary penalty in the total amount of **\$28,830,650.97** against Defendants, jointly and severally, is justified in this case. This amount represents the statutory maximum of three times the gain to Defendants (\$9,610,216.99). Regulation 143.8(a)(1)(iii)-(iv), 17 C.F.R. § 143.8(a)(1)(iii)-(iv). The amount of the civil monetary penalty is appropriate given the repeated and egregious nature of Defendants' fraudulent scheme. *See CFTC v. Gresham*, No. 3:09-CV-75-TWT, 2011 WL 8249266 at *7 (N.D.Ga., Sept. 8, 2011) (imposing the maximum civil penalty of triple the amount that defendant gained where his violations were knowing and continuous and involved over 100 customers). Defendants' conduct demonstrates aggravating factors that support a civil monetary penalty of three times their gain. Defendants' scheme involved more than 300 customers, was ongoing for several years and included obstructive conduct to both conceal their ongoing unlawful activity (*i.e.*, denying to current and prospective customers that the InovaTrade sued by the CFTC in January 2011 was them), as well as attempting to evade service by the CFTC in that first lawsuit.

Accordingly, this Court orders Defendants to pay, jointly and severally, a civil monetary penalty in the amount of **\$28,830,650.97**, plus post-judgment interest. Post-judgment interest on this civil monetary penalty shall accrue beginning on the date of entry of this Order and shall be calculated using the Treasury Bill rate prevailing on the date of this Order pursuant to 28 U.S.C. § 1961 (2006).

Defendants shall pay their civil monetary penalty by electronic funds transfer, or by U.S. Postal money order, certified check, bank cashier's check, or bank money order. If payment is to be made other than by electronic funds transfer, the payment shall be made payable to the Commodity Futures Trading Commission and sent to the address below:

Commodity Futures Trading Commission
Division of Enforcement
ATTN: Accounts Receivables --- AMZ 340
E-mail Box: 9-AMC-AMZ-AR-CFTC
DOT/FAA/MMAC
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: (405) 954-5644

If payment is to be made by electronic funds transfer, Defendant shall contact Linda Zurhorst or her successor at the above address to receive payment instructions and shall fully comply with those instructions. Defendant shall accompany payment of the penalty with a cover letter that identifies the paying Defendant and the name and docket number of the proceedings. The Defendant shall simultaneously transmit copies of the cover letter and the form of payment to the Director, Division of Enforcement, U.S. Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, DC 20581, and the Chief, Office of Cooperative Enforcement, Division of Enforcement, at the same address.


**C. Miscellaneous Provisions
Injunctive and Equitable Relief:**

The injunctive and equitable relief provisions of this Order shall be binding upon Defendants and any persons who are acting in the capacity of agent, employee, servant, or attorney of Defendants, and any person acting in active concert or participation with Defendants, who receives actual notice of this Order by personal service or otherwise.

Partial Satisfaction: Any acceptance by the CFTC or the Monitor of partial payment of Defendants' restitution and/or civil monetary penalty obligation shall not be deemed a waiver of their obligation to make further payments pursuant to this Order, or a waiver of the CFTC's right to seek to compel payment of any remaining balance.

Continuing Jurisdiction of this Court: This Court shall retain jurisdiction of this cause to assure compliance with this Order and for all other purposes related to this action.

DONE AND ORDERED in Chambers at Miami, Florida, this 5th day of April, 2013.


JOAN A. LENARD
UNITED STATES DISTRICT JUDGE