

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

U. S. COMMODITY FUTURES	:	
TRADING COMMISSION,	:	
Plaintiff,	:	CIVIL ACTION NO. 1:15-cv-06140-JPO
	:	
v.	:	
	:	
GARY CREAGH and WALL STREET	:	
PIRATE MANAGEMENT, LLC,	:	
Defendants	:	CONSENT ORDER FOR PERMANENT
	:	INJUNCTION AND OTHER
	:	STATUTORY AND EQUITABLE RELIEF
	:	AGAINST DEFENDANTS GARY
	:	CREAGH AND WALL STREET PIRATE
	:	MANAGEMENT, LLC

On August 5, 2015, Plaintiff U.S. Commodity Futures Trading Commission (the “Commission”) filed a Complaint against Gary Creagh (“Creagh”) and Wall Street Pirate Management, LLC (“WSPM”) (collectively, the “Defendants”) seeking injunctive and other equitable relief and civil penalties for violations of the Commodity Exchange Act (“Act”), 7 U.S.C. §§ 1-26 (2012), and the Commission’s Regulations (“Regulations”) promulgated thereunder, 17 C.F.R. §§ 1.1-190.10 (2014). Complaint, Docket Entry (“D.E.”) 1. On November 20, 2015, Defendants filed an Answer to the Commission’s Complaint. Answer, D.E. 23.

I.
CONSENTS AND AGREEMENTS

To effect partial settlement of the matters alleged in the Complaint against Defendants Creagh and WSPM without a trial on the merits, Defendants Creagh and WSPM:

1. Consent to the entry of this Consent Order for Permanent Injunction and Other Statutory and Equitable Relief Against Defendants Gary Creagh and Wall Street Pirate Management, LLC (“Consent Order”);

2. Affirm that they have read and agree to this Consent Order voluntarily, and that no promise, other than as specifically contained herein, or threat, has been made by the Commission or any member, officer, agent or representative thereof, or by any other person, to induce consent to this Consent Order;

3. Acknowledge service of the summons and Complaint;

4. Admit the jurisdiction of this Court over them and the subject matter of this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012);

5. Admit the jurisdiction of the Commission over the conduct and transactions at issue in this action pursuant to the Act, 7 U.S.C. §§ 1-26 (2012);

6. Admit that venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2012);

7. Waive:

a. any and all claims that they may possess under the Equal Access to Justice Act, 5 U.S.C. § 504 (2012) and 28 U.S.C. § 2412 (2012), and/or the rules promulgated by the Commission in conformity therewith, Part 148 of the Regulations, 17 C.F.R. §§ 148.1-148.30 (2014), relating to, or arising from, this action;

b. any and all claims that they may possess under the Small Business Regulatory Enforcement Fairness Act of 1996, Pub. L. No. 104-121, §§ 201-253, 110 Stat. 847, 857-868 (1996), as amended by Pub. L. No. 110-28, § 8302, 121 Stat. 112, 204-205 (2007), relating to, or arising from, this action;

c. any claim of Double Jeopardy based upon the institution of this action or the entry in this action of any order imposing a civil monetary penalty or any other relief, including this Consent Order; and

d. any and all rights of appeal from this Consent Order;

8. Consent to the continued jurisdiction of this Court over them for the purpose of implementing and carrying out the terms and conditions of all orders and decrees, including orders imposing further injunctive relief and setting the appropriate amount of civil monetary penalties that may be entered herein, to entertain any suitable application or motion for additional relief within the jurisdiction of the Court, to assure compliance with this Consent Order and for any other purpose relevant to this action, even if Defendants now or in the future reside outside the jurisdiction of this Court;

9. Agree that they will not oppose enforcement of this Consent Order by alleging that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure and waives any objection based thereon;

10. Agree that neither they nor any of their agents or employees under their authority or control shall take any action or make any public statement denying, directly or indirectly, any allegation in the Complaint or the Findings of Fact or Conclusions of Law in this Consent Order, or creating or tending to create the impression that the Complaint or this Consent Order is without a factual basis; provided, however, that nothing in this provision shall affect their: (a) testimonial obligations, or (b) right to take legal positions in other proceedings to which the Commission is not a party. Defendants shall undertake all steps necessary to ensure that their agents or employees under their authority or control understand and comply with this agreement;

11. By consenting to the entry of this Consent Order, neither admit nor deny the allegations of the Complaint or the Findings of Fact and Conclusions of Law in this Consent Order, except as to jurisdiction and venue, which they admit. Further, Defendants agree and intend that the allegations contained in the Complaint and all of the Findings of Fact and

Conclusions of Law contained in this Consent Order shall be taken as true and correct and be given preclusive effect, without further proof, in the course of: (a) any current or subsequent bankruptcy proceeding filed by, on behalf of, or against Defendants; (b) any proceeding pursuant to Section 8a of the Act, 7 U.S.C. § 12a (2012), and/or Part 3 of the Regulations, 17 C.F.R. §§ 3.1 – 3.75 (2014); and/or (c) any proceeding to enforce the terms of this Consent Order, including but not limited to proceedings to set the amount of civil monetary penalty to be paid by Defendants in the above captioned matter, and further injunctive relief;

12. Agree to provide immediate notice to this Court and the Commission by certified mail, in the manner required by paragraph 57 of Part V of this Consent Order, of any bankruptcy proceeding filed by, on behalf of, or against them, whether inside or outside the United States;

13. Agree that no provision of this Consent Order shall in any way limit or impair the ability of any other person or entity to seek any legal or equitable remedy against Defendants in any other proceeding; and

14. The issues of necessary relief pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), regarding additional injunctive relief and appropriate civil monetary penalties to be assessed against Defendants are still unresolved and are hereby reserved for further determination by this Court upon motion of the Commission or by a proposed consent order.

**II.
FINDINGS OF FACT AND CONCLUSIONS OF LAW**

15. The Court, being fully advised in the premises, finds that there is good cause for the entry of this Consent Order and that there is no just reason for delay. The Court therefore directs the entry of the following Findings of Fact, Conclusions of Law, permanent injunction, and equitable relief pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), as set forth herein.

THE PARTIES AGREE AND THE COURT HEREBY FINDS:

A. Findings of Fact

1. The Parties to This Consent Order

16. Plaintiff Commodity Futures Trading Commission is an independent federal regulatory agency that is charged by Congress with administering and enforcing the Act, 7 U.S.C. §§ 1-26 (2012), and the Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 – 190.10 (2014).

17. Defendant WSPM was a Delaware limited liability company with its principal place of business listed as 113 Bread Street, Suite 8D, Philadelphia, Pennsylvania 19106. During the relevant period, WSPM also regularly conducted business from offices in New York, New York. WSPM was registered with the Commission as a commodity pool operator (“CPO”) beginning in December 2011, and remained registered as a CPO until September 2013.

18. Defendant Creagh was the managing member of WSPM and its only employee. At all times during the relevant period Creagh controlled WSPM’s operations, finances, accounts, and books and records, and he was the sole signatory in WSPM’s bank account and trading account. During the relevant period, Creagh resided and worked in both Philadelphia, Pennsylvania and New York, New York. Creagh was registered with the Commission as an associated person (hereinafter “AP”) of WSPM throughout the relevant period.

2. Operation of the WSPF Commodity Pool

19. On or about March 15, 2012, Creagh, acting as the agent of WSPM, opened a commodity trading account at the FCM Interactive Brokers in the name of the WSPF commodity pool. WSPM was identified as the CPO of the pool, and Creagh was identified as the sole principal of WSPM authorized to effect transactions for the benefit of the Pool Trading Account.

20. On or about March 15, 2012, Creagh invested \$150,000 with WSPM to participate in the WSPF commodity pool. On or about that same day, Creagh, acting as the agent of WSPM as its CPO, deposited the \$150,000 into a WSPM account at TD Bank and then transferred via wire the \$150,000 into the Pool Trading Account. Creagh opened the TD Bank account in the name of WSPM.

21. At all times relevant hereto, Creagh was the sole employee of WSPM, the sole managing member of WSPF, the sole signatory on the WSPM bank account at TD Bank, and the sole person authorized to trade the commodity trading account carried in the name of WSPF at the FCM Interactive Brokers. Accordingly, at all times relevant hereto Creagh had personal knowledge of the total amount of funds accepted by the pool from participants, the disposition of said funds, as well as the number of trades effected on behalf of pool participants in the pool's commodity trading account and the date each trade was made.

22. Immediately after Creagh transferred the \$150,000 into the Pool Trading Account, WSPM, by and through Creagh, began actively operating the WSPF commodity pool by buying and selling commodity futures contracts in the Pool Trading Account for the benefit of the WSPF commodity pool, as described below.

23. On or about April 10, 2012, an acquaintance of Creagh invested \$50,000 with Defendants to participate in the WSPF commodity pool. On or about May 2, 2012, WSPM, by and through its agent Creagh, deposited these funds into the WSPM account at TD Bank and then transferred the funds by wire into the Pool Trading Account.

24. On or about May 30, 2012, another acquaintance of Creagh invested \$50,000 with Defendants to participate in the WSPF commodity pool. On or about July 12, 2012, WSPM, by

and through its agent Creagh, deposited the \$50,000 into the WSPM account at TD Bank and then transferred the \$50,000 by wire into the Pool Trading Account.

25. All of the funds transferred into the Pool Trading Account were funds belonging to the WSPF commodity pool participants and were used to effect commodity futures transactions.

26. As reflected in the daily activity statements for the Pool Trading Account, WSPM, by and through its agent Creagh, placed hundreds of commodity futures trades for the benefit of the pool from the end of March 2012 through the beginning of August 2012.

3. False Statements Made to the National Futures Association

27. In furtherance of its official duties under the Act, the National Futures Association (“NFA”) conducts periodic audits and examinations of NFA members as a means of monitoring and assuring compliance with NFA rules, the Act, and Regulations.

28. In addition, pursuant to NFA rules, the Act, and Regulations, CPOs are required to file with the NFA quarterly financial reports for each pool the CPO operates. CPOs may file these quarterly reports electronically with the NFA using the NFA’s EasyFile system (the “EasyFile”). One of the prompts for an individual effecting a report using EasyFile is whether the pool at issue was active or not during the reporting period.

29. During the relevant period, WSPM, by and through its agent Creagh, filed four false written quarterly reports with the NFA and thereafter made false oral statements to the NFA during an NFA audit of WSPM.

30. On or about May 31, 2012, WSPM, by and through its agent Creagh, filed with the NFA through EasyFile a false quarterly report for the quarter ending March 30, 2012.

31. Despite that between March 15, 2012 and March 31, 2012, WSPM accepted funds from a pool participant and traded multiple commodity futures contracts in the Pool Trading Account for the benefit of that pool participant, WSPM, by and through its agent Creagh, falsely represented to the NFA that the WSPF commodity pool did not operate during that period. Creagh knew he actively traded commodity futures contracts as the agent of WSPF during the reporting period.

32. On about September 12, 2012, WSPM, by and through its agent Creagh, filed a second false quarterly report with the NFA through EasyFile.

33. Despite that between April 1, 2012 and June 30, 2012, WSPM accepted \$100,000 from two pool participants and traded multiple commodity futures contracts in the Pool Trading Account on behalf of the WSPF commodity pool, WSPM, by and through its agent Creagh, falsely represented to the NFA that the WSPF commodity pool did not operate during that period. Creagh knew WSPM had accepted WSPF pool participant funds and he had actively traded commodity futures contracts as the agent of WSPF during the reporting period.

34. On or about February 12, 2013, WSPM, by and through its agent Creagh, filed additional false reports with NFA through EasyFile.

35. Despite that WSPM traded multiple commodity futures contracts in the Pool Trading Account on behalf of WSPF between July 1, 2012 and December 31, 2012, WSPM, by and through its agent Creagh, falsely represented to the NFA that the WSPF commodity pool did not operate during that period. Creagh had actively traded commodity futures contracts on behalf of WSPF during the reporting period.

36. Subsequent to the filing of these false reports, on March 4, 2013, the NFA conducted an unannounced on-site audit of WSPM, at its offices in New York, New York, to ensure the firm was in compliance with its recordkeeping and financial requirements.

37. During the audit, Creagh, individually and as the agent and managing member of WSPM, falsely represented to the NFA orally that WSPF was not active during calendar year 2012. Creagh knew WSPM had accepted funds from prospective pool participants and he actively traded commodity futures contracts in the Pool Trading Account on behalf of WSPF throughout calendar year 2012.

4. Failure to Keep Books and Records, and Provide Account Statements and Privacy Notices to Pool Participants

38. As described in more detail below, the Act and Regulations require registered CPOs to maintain certain books and records concerning the CPO and each pool it operates, and provide periodic account statements and privacy notices to pool participants.

39. At all times during the relevant period, the WSPF commodity pool held net assets less than \$500,000.

40. Despite operating the WSPF commodity pool during the relevant period by among other things, accepting pool participant funds and trading commodity futures on behalf of the pool, WSPM failed to maintain the books and records required by Regulations.

41. Specifically, WSPM did not maintain, among other books and records: (1) a general ledger, (2) statement of financial condition, (3) statement of income/loss, and/or (4) a cash receipts and disbursements journal.

42. Additionally, despite operating the WSPF commodity pool during the relevant period, WSPM failed to prepare and distribute periodic accounts statements to the WSPF commodity pool participants, as required by the Act and Regulations.

43. Specifically, WSPM failed to provide pool participants with at least quarterly account statements covering the ten month period during which WSPM operated the WSPF pool in 2012, and a timely annual report for 2012.

44. Furthermore, WSPM failed to provide to the WSPF pool participants the privacy notices required by Regulations. Specifically, WSPM failed to notify pool participants of the categories of nonpublic personal information that WSPM collected and WSPM's policies and practices with respect to protecting the confidentiality and security of that information, as required by Regulation 160.6, 17 C.F.R. § 160.6 (2011) (with respect to conduct before January 1, 2012), and Regulation 160.6, 17 C.F.R. § 160.6 (2014) (with respect to conduct on or after January 1, 2012).

B. Conclusions of Law

1. Jurisdiction and Venue

45. This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), which provides that whenever it shall appear to the Commission that any person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act or any rule, regulation, or order promulgated thereunder, the Commission may bring an action in the proper district court of the United States against such person to enjoin such act or practice, or to enforce compliance with the Act, or any rule, regulation, or order thereunder.

46. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2012), because the Defendants reside in this jurisdiction and the acts and practices in violation of the Act occurred within this District.

2. False Statements to the NFA

47. By the conduct described in paragraphs 1 through 51 above, Creagh willfully made materially false statements to the NFA, and concealed material information from the NFA, in statutorily required reports and during oral communications with NFA staff during an NFA audit in furtherance of the NFA's official duties under the Act, in violation of Section 9(a)(4) of the Act, 7 U.S.C. § 13(a)(4) (2012).

3. Failure to Maintain Books and Records

48. WSPM failed to maintain for the WSPF commodity pool required books and records, including, but not limited to: (1) a general ledger, (2) statement of financial condition, (3) statement of income/loss, and (4) a cash receipts and disbursements journal. Accordingly, WSPM violated Section 4n(3)(A) of the Act, 7 U.S.C. § 6n(3)(A) (2012); Regulation 1.31, 17 C.F.R. § 1.31 (2012) (with respect to conduct before January 2, 2013); Regulation 1.31, 17 C.F.R. § 1.31 (2012) (as amended by Adaptation of Regulations to Incorporate Swaps, 77 Fed. Reg. 66288, 66323 (Nov. 2, 2012)) (with respect to conduct on or after January 2, 2013 and before February 19, 2013); Regulation 1.31, 17 C.F.R. § 1.31 (2014) (with respect to conduct on or after February 19, 2013); Regulation 4.23, 17 C.F.R. § 4.23 (2012) (with respect to conduct before November 5, 2012); Regulation 4.23, 17 C.F.R. § 4.23 (2012) (as amended by Amendments to Commodity Pool Operator and Commodity Trading Advisor Regulations Resulting from the Dodd-Frank Act, 77 Fed. Reg. 54355, 54358 (Sept. 5, 2012)) (with respect to conduct on or after November 5, 2012 and before January 2, 2013); Regulation 4.23, 17 C.F.R. § 4.23 (2013) (with respect to conduct on or after January 2, 2013 and before September 23, 2013); and Regulation 4.23, 17 C.F.R. § 4.23 (2014) (with respect to conduct on or after September 23, 2013).

4. Failure to Issue Account Statements and Annual Report

49. WSPM failed to provide participants in the WSPF commodity pool with (1) Account Statement(s) covering any of the ten months it operated during calendar year 2012, and (2) a timely Annual Report covering its operations for calendar year 2012. Accordingly, WSPM violated Section 4n(4) of the Act, 7 U.S.C. § 6n(4) (2012); Regulation 4.22, 17 C.F.R. § 4.22 (2012) (with respect to conduct before November 5, 2012); and Regulation 4.22, 17 C.F.R. § 4.22 (2014) (with respect to conduct on or after November 5, 2012).

5. Failure to Issue Required Privacy Notices

50. WSPM did not provide to participants in the WSPF commodity pool notice of the categories of nonpublic personal information that WSPM collected or WSPM's policies and practices with respect to protecting the confidentiality and security of that information. Accordingly, WSPM violated Regulation 160.6, 17 C.F.R. § 160.6 (2011) (with respect to conduct before January 1, 2012), and Regulation 160.6, 17 C.F.R. § 160.6 (2014) (with respect to conduct on or after January 1, 2012).

51. The foregoing acts, omissions, and failures of Creagh occurred within the scope of his employment, office, or agency with WSPM; therefore, pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Regulation 1.2, 17 C.F.R. § 1.2 (2014), WSPM is liable for Creagh's acts, omissions, and failures in violation of Section 9(a)(4) of the Act, 7 U.S.C. § 13(a)(4) (2012).

52. Unless restrained and enjoined by this Court, there is a reasonable likelihood that the Defendants will continue to engage in the acts and practices alleged in the Complaint and in similar acts and practices in violation of the Act and Regulations.

**III.
ORDER FOR PERMANENT INJUNCTION**

IT IS HEREBY ORDERED THAT:

53. Based upon and in connection with the foregoing conduct, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), Creagh and WSPM are permanently restrained, enjoined, and prohibited from directly or indirectly:

- a. Making materially false statements to the NFA and/or concealing material information from the NFA in violation of Section 9(a)(4) of the Act, 7 U.S.C. § 13(a)(4) (2012);
- b. Failing to maintain required books and records for a commodity pool, including, but not limited to: (1) a general ledger, (2) statement of financial condition, (3) statement of income/loss, and (4) a cash receipts and disbursements journal in violation of Section 4n(3)(A) of the Act, 7 U.S.C. § 6n(3)(A) (2012); Regulation 1.31, 17 C.F.R. § 1.31 (2014); and Regulation 4.23, 17 C.F.R. § 4.23 (2014);
- c. Failing to provide participants in a commodity pool with (1) Account Statement(s) covering any of the ten months it operated during calendar year 2012, and (2) a timely Annual Report covering its operations for calendar year 2012, in violation of Section 4n(4) of the Act, 7 U.S.C. § 6n(4) (2012); and Regulation 4.22, 17 C.F.R. § 4.22 (2014); and
- d. Failing to provide participants in a commodity pool notice of the categories of nonpublic personal information that a pool operator collects or its policies and practices with respect to protecting the confidentiality

and security of that information, in violation of Regulation 160.6, 17 C.F.R. § 160.6 (2014).

**IV.
STATUTORY AND EQUITABLE RELIEF**

54. The issues of necessary statutory relief pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), as well as appropriate equitable relief, including injunctive relief as to registration and trading, in addition to civil monetary penalties to be assessed against Defendants are still unresolved and are hereby reserved for further determination by this Court upon motion of the Commission or by a proposed consent order. The parties have 180 days from the entry of this Consent Order to resolve these issues by the joint submission of a second proposed consent order. If these issues remain unresolved after 180 days from the entry of this Consent Order, the Commission shall file an appropriate motion no later than 14 days following the expiration of the 180-day period.

55. The Court shall determine appropriate equitable relief, including injunctive relief as to registration and trading, in addition to the amount of civil monetary penalties to be assessed against Defendants by further order upon: motion of the parties submitting to the Court a proposed consent order setting out their agreement on appropriate equitable relief, including injunctive relief as to registration and trading, in addition to the amount of civil monetary penalties to be paid by Defendants in this matter; subsequent motion by the Commission; and/or hearing before this Court. This relief may include, but is not limited to, whether Creagh and WSPM are also to be permanently restrained, enjoined, and prohibited from directly or indirectly:

- a. Trading on or subject to the rules of any registered entity (as that term is defined in Section 1a(40) of the Act, 7 U.S.C. § 1a(40) (2012));

- b. Entering into any transactions involving “commodity interests” (as that term is defined in Regulation 1.3(yy), 17 C.F.R. § 1.3(yy) (2014)) for their own personal account or for any account in which they have a direct or indirect interest;
- c. Having any commodity interests traded on their behalf;
- d. 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 interests;
- e. Soliciting, receiving, or accepting any funds from any person for the purpose of purchasing or selling any commodity interests;
- f. Applying for registration or claiming exemption from registration with the Commission in any capacity, and engaging in any activity requiring such registration or exemption from registration with the Commission, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2014); and
- g. Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2014)), agent, or any other officer or employee of any person (as that term is defined in Section 1a(38) of the Act, 7 U.S.C. § 1a(38) (2012)), registered, exempted from registration, or required to be registered with the Commission except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2014).

56. In connection with any Commission motion for appropriate equitable relief, including injunctive relief as to registration and trading, in addition to the amount of civil

monetary penalties to be paid by Defendants in this matter, and at any hearing held on such a motion: (a) Defendants will be precluded from arguing that they did not violate the federal laws as alleged in the Complaint; (b) Defendants may not challenge the validity of his consents and agreements herein or this Consent Order; (c) solely for the purposes of such motion, the allegations of the Complaint and the Findings of Fact and Conclusions of Law in this Consent Order shall be accepted as and deemed true by the Court; and (d) the Court may determine the issues raised in the motion on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, and documentary evidence, without regard to the standards for summary judgment contained in Rule 56(c) of the Federal Rules of Civil Procedure. In connection with the Commission's motion for civil monetary penalties, the parties may take discovery, including discovery from appropriate non-parties.

**V.
MISCELLANEOUS PROVISIONS**

57. Notice: All notices required to be given by any provision in this Consent Order shall be sent certified mail, return receipt requested, as follows:

Notice to Commission:

Paul G. Hayeck
Deputy Director
U.S. Commodity Futures Trading Commission
1155 21st Street, NW
Washington, D.C. 20581

Notice to Defendants Creagh and WSPM:

Robert L. Herskovits
Herskovits PLC
1065 Avenue of the Americas, 27th Floor
New York, NY 10018

All such notices to the Commission shall reference the name and docket number of this action.

58. Entire Agreement and Amendments: This Consent Order incorporates all of the terms and conditions of the settlement among the parties hereto to date. Nothing shall serve to amend or modify this Consent Order in any respect whatsoever, unless: (a) reduced to writing; (b) signed by all parties hereto; and (c) approved by order of this Court.

59. Invalidation: If any provision of this Consent Order or if the application of any provision or circumstance is held invalid, then the remainder of this Consent Order and the application of the provision to any other person or circumstance shall not be affected by the holding.

60. Waiver: The failure of any party to this Consent Order or of any pool participant at any time to require performance of any provision of this Consent Order shall in no manner affect the right of the party or pool participant at a later time to enforce the same or any other provision of this Consent Order. No waiver in one or more instances of the breach of any provision contained in this Consent Order shall be deemed to be or construed as a further or continuing waiver of such breach or waiver of the breach of any other provision of this Consent Order.

61. Continuing Jurisdiction of this Court: This Court shall retain jurisdiction of this action in order to implement and carry out the terms of all orders and decrees, including orders setting the appropriate amounts of restitution, disgorgement, and civil monetary penalty that may be entered herein, to entertain any suitable application or motion for additional relief within the jurisdiction of the Court, to assure compliance with this Consent Order, and for any other purpose relevant to this action.

62. Injunctive and Equitable Relief Provisions: The injunctive and equitable relief provisions of this Consent Order shall be binding upon Defendants, upon any person under their

authority or control, and upon any person who receives actual notice of this Consent Order, by personal service, e-mail, facsimile, or otherwise insofar as he or she is acting in active concert or participation with Defendants.

63. Authority: Creagh hereby warrants that he is the managing member of WSPM, and that this Consent Order has been duly authorized by WSPM and he has been duly empowered to sign and submit this Consent Order on behalf of WSPM.

64. Counterparts and Facsimile Execution: This Consent Order may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered (by facsimile, e-mail, or otherwise) to the other party, it being understood that all parties need not sign the same counterpart. Any counterpart or other signature to this Consent Order that is delivered by any means shall be deemed for all purposes as constituting good and valid execution and delivery by such party of this Consent Order.

65. Defendants understand that the terms of the Consent Order are enforceable through contempt proceedings, and that, in any such proceedings they may not challenge the validity of this Consent Order.

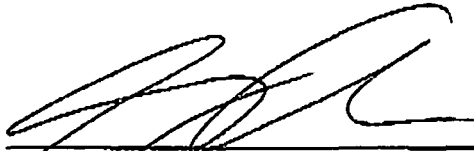
There being no just reason for delay, the Clerk of the Court is hereby directed to enter this *Consent Order for Permanent Injunction and Other Statutory and Equitable Relief Against Defendants Gary Creagh and Wall Street Pirate Management, LLC*.

IT IS SO ORDERED on this 25th day of April, 2016.



J. PAUL OETKEN
United States District Judge

CONSENTED TO AND APPROVED BY:



Wall Street Pirate Management, LLC
Gary Creagh, Managing Member

Date: 4/15/16



Gary Creagh, individually

Date: 4/15/16



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Date: 04/18/16

APPROVED AS TO FORM:



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