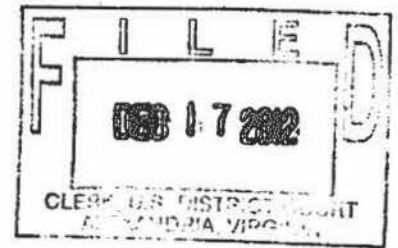


UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION



U.S. COMMODITY FUTURES
TRADING COMMISSION,

Plaintiff,

v.

ALEXANDER GIAP,

Defendant,

ITRADE LLC,

Relief Defendant.

Case No. 1:12cv193

Hon. Claude M. Hilton
Magistrate Judge Theresa Carroll Buchanan

**CONSENT ORDER FOR
PERMANENT INJUNCTION, RESTITUTION,
CIVIL MONETARY PENALTY, AND OTHER
EQUITABLE RELIEF AGAINST DEFENDANT ALEXANDER GIAP**

I. INTRODUCTION

On February 23, 2012, Plaintiff Commodity Futures Trading Commission (“Commission”) filed a Complaint against Defendant Alexander Giap (“Giap” or “Defendant”) and Relief Defendant iTRADE LLC (“iTRADE”) seeking injunctive and other equitable relief, as well as the imposition of civil penalties, for violations of the Commodity Exchange Act (“Act”), as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (“Dodd-Frank Act”), Pub. L. No. 111-203, Title VII (the Wall Street Transparency and Accountability Act of 2010), §§ 701-774, 124 Stat. 1376 (enacted July 21, 2010), 7 U.S.C. §§ 1 *et seq.* (Supp. V 2011), and the Commission’s Regulations (“Regulations”) promulgated thereunder, 17 C.F.R. § 1.1 *et seq.* (2011).

II. CONSENTS AND AGREEMENTS

To effect settlement of all charges alleged in the Complaint against Defendant Giap¹ without a trial on the merits or any further judicial proceedings, Defendant Giap:

1. Consents to the entry of this Consent Order for Permanent Injunction, Restitution, Civil Monetary Penalty, and Other Equitable Relief Against Defendant Giap (“Consent Order”);
2. Affirms that he has read and agreed 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. Acknowledges service of the summons and Complaint;
4. Admits the jurisdiction of this Court over him and the subject matter of this action pursuant to Section 6c of the Act, as amended, 7 U.S.C. § 13a-1 (Supp. V 2011);
5. Admits the jurisdiction of the Commission over the conduct and transactions at issue in this action pursuant to the Act, 7 U.S.C. §§ 1 *et seq.* (2006 & Supp. V 2011);
6. Admits that venue properly lies with this Court pursuant to Section 6c(e) of the Act, as amended, 7 U.S.C. § 13a-1(e) (Supp. V 2011);
7. Waives:
 - a. any and all claims that he may possess under the Equal Access to Justice Act, 5 U.S.C. § 504 (2006) and 28 U.S.C. § 2412 (2006), and/or the rules promulgated by the Commission in conformity therewith, Part 148 of the Regulations, 17 C.F.R. §§ 148.1 *et seq.* (2012), relating to, or arising from, this action;

¹ iTRADE is not a party to this Consent Order. On March 23, 2012, the Clerk entered Default against iTRADE for failure to answer pursuant to Fed. R. Civ. Pro. 55(a). *See* Docket No. 8. The Commission filed a Motion for Default Judgment Pursuant to Fed. R. Civ. Pro. 55(b) against iTRADE on July 13, 2012. Docket No. 14. Magistrate Judge Buchanan took the motion under consideration on July 20, 2012, but has not yet issued a ruling. Docket No. 16.

b. any and all claims that he 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 action;

8. Consents to the continued jurisdiction of this Court over him for the purpose of implementing and enforcing the terms and conditions of this Consent Order and for any other purpose relevant to this action, even if Giap now, or in the future, resides outside the jurisdiction of this Court;

9. Agrees that he 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. Agrees that neither he nor any of his agents or employees under his 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 and/or this Consent Order is without a factual basis; provided, however, that nothing in this provision shall affect his: (a) testimonial obligations, or (b) right to take legal positions in other proceedings to which the Commission is not a party. Giap shall undertake all steps necessary to ensure that all of his

agents and/or employees under his authority or control understand and comply with this agreement; and

11. Neither admits nor denies 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 he admits. Further, Giap agrees and intends 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 Giap; (b) any proceeding pursuant to Section 8a of the Act, 7 U.S.C. § 12a (Supp. V 2011), and/or Part 3 of the Regulations, 17 C.F.R. §§ 3.1 *et seq.* (2012); and/or (c) any proceeding to enforce the terms of this Consent Order.

12. Agrees to provide immediate notice to this Court and the Commission by certified mail, in the manner required by paragraph 63 of Part VI of this Consent Order, of any bankruptcy proceeding filed by, on behalf of, or against him, whether inside or outside the United States; and

13. Agrees 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 Giap in any other proceeding.

III. FINDINGS AND CONCLUSIONS

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 (Supp. V 2011), as set forth herein.

THE PARTIES AGREE AND THE COURT HEREBY FINDS:

A. Findings of Fact

1. The Parties To This Consent Order

14. Plaintiff U.S. 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 *et seq.* (2006 & Supp. V 2011), and the Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* (2012).

15. Defendant Alexander Giap resides in Falls Church, Virginia, and operated an unregistered commodity trading advisory service. Giap has never been registered with the Commission in any capacity.

2. Giap's Commodity Trading Advisor Services

16. From January 2009 through at least October 2009, Giap solicited 14 or more individuals from members of the public to participate in iTRADE, a purported "school" Giap used to conduct his commodity trading advisor ("CTA") business.

17. From January 2009 to June 2009, Giap opened at least nineteen (19) accounts at registered futures commission merchants ("FCMs"). The accounts were opened under the names of iTRADE and Anh Tran ("Tran") at FCMs known as TradeStation Securities, MB Trading, MF Global and Rosenthal Collins. Additional accounts were opened by Giap for Tran, iTRADE, and Tran's parents (Len Vu and Thuy Tran) at an FCM known as "TransAct Futures."

18. iTRADE "students" provided "tuition" ranging in amounts from \$4,000 to \$20,000 to Giap, who subsequently deposited the "tuition" into iTRADE and Tran bank accounts, and then transferred the funds to commodity futures trading accounts held in the names of iTRADE, Tran, Len Vu, and Thuy Tran.

19. iTRADE “students” were provided access to these commodity futures accounts and traded the accounts under Giap’s direction. Giap directed every aspect of the iTRADE “students” trading. Giap chose the products to trade, told the students when to buy, when to sell, the number of contracts to buy or sell, and at what price to buy or sell.

20. Giap and iTRADE offered a “money back guarantee” under which “students” would retain all profits from trading until they had recovered their initial deposit. Thereafter, profits would be split in perpetuity between iTRADE and each “student.”

21. Giap’s trading resulted in substantial losses, losing money seven out of the nine months from January 2009 through September 2009, or 77% of the time. Over this same time period, he traded eighteen (18) of nineteen (19) accounts to a net loss.

22. iTRADE client deposits, less any refunds made, total \$109,100.

Name	Losses
Juan Alvarez	\$8,500
John Mary David	\$10,000
Ngoc-Anh Do	\$6,000
Joshua Jahangir	\$12,500
Hour Lay	\$10,000
Sang “Tracy” Le	\$8,000
Thoa Le	\$18,000
An Nguyen	\$6,000
Kathy Nguyen	\$1,500
Quoc Phan	\$3,100
Henry Phan	\$2,500
Alan Thai	\$14,000
Jennifer Villa	\$4,000
Josephine Wilkes	\$5,000
TOTAL	\$109,100

23. In addition to the scheme involving iTRADE, during the period from October 2009 through at least October 2011, Giap acted as a CTA when he directly traded the commodity

futures accounts of Paul Larcher ("Larcher"), Hao Pham ("Pham"), and MM5 LLC ("MM5"), a Virginia limited liability company.

24. Giap assisted MM5, Larcher, and Pham in opening commodity futures trading accounts at TransAct Futures.

25. Giap agreed to directly trade MM5's, Larcher's, and Pham's accounts and, in exchange for providing his services, the parties agreed that Giap would share equally in both the profits and losses generated by Giap's trading.

26. Pham suffered losses of \$60,000, including losses from trading, fees, and commissions, due to Giap's trading.

27. MM5 suffered losses of \$184,460, including losses from trading, fees, commissions paid to TransAct Futures, and fees paid to Giap.

28. Larcher suffered losses of \$103,183, including losses from trading, fees, and commissions paid to TransAct Futures.

3. Material Omissions and Misrepresentations

29. In order to induce client participation in his CTA business, Giap omitted material facts when he solicited members of the general public to purchase his commodity trading advice and services.

30. In 1995, Giap pled guilty to bid rigging, wire fraud, and bank fraud due to his involvement in three separate criminal schemes that involved the buying, selling, and loan refinancing of residential real estate in northern Virginia during the period of 1991 until May 1995.

31. Giap failed to disclose that he is a convicted felon to the iTRADE "students," MM5, Pham, and Larcher (collectively, Giap's "clients").

32. Giap still owes restitution relating to his criminal conviction.

33. Giap failed to disclose that he owes restitution relating to his criminal conviction to his clients.

34. Giap is the subject of Internal Revenue Service liens for delinquent taxes related to his residential real estate schemes.

35. Giap failed to disclose that he is the subject of Internal Revenue Service liens for delinquent taxes to his clients.

36. Giap holds no bank accounts or assets in his own name.

37. Giap failed to disclose that he has no bank accounts or assets in his own name to his clients.

38. Giap also failed to disclose to his clients that he had never traded commodity futures prior to January 2009.

39. Giap failed to disclose to his clients the full extent of his history of substantial losses trading commodity futures.

40. Giap failed to disclose to his clients that he was not registered as a CTA.

41. With respect to the iTRADE “students,” Giap made misrepresentations when he falsely offered a “money back guarantee.”

4. Giap Failed to Register With the Commission.

42. Giap acted as a CTA.

43. Giap has never registered with the Commission in any capacity.

B. Conclusions of Law

1. Jurisdiction and Venue

44. This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1(a) (Supp. V 2011), which provides that whenever it shall appear to the Commission that

B. Conclusions of Law

1. Jurisdiction and Venue

44. This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1(a) (Supp. V 2011), 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.

45. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (Supp. V 2011), because the Defendant resides in this jurisdiction and the acts and practices in violation of the Act occurred within this District.

2. Violations of the Act

46. By the conduct described in paragraphs 1 through 41 above, Giap, while acting as a CTA, willfully and knowingly failed to disclose material facts and made material misrepresentations to his CTA customers in violation of Section 4q(1)(A) and (B) of the Act, 7 U.S.C. § 6q(1)(A) and (B) (2006).

47. By the conduct described in paragraphs 1 through 43 above, Giap violated Section 4m(1) of the Act, 7 U.S.C. § 6m(1) (2006), because he acted as a CTA, but failed to register with the Commission as required.

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

IV. PERMANENT INJUNCTION

IT IS HEREBY ORDERED THAT:

49. Based upon and in connection with the foregoing conduct, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (Supp. V 2011), Giap is permanently restrained, enjoined and prohibited from directly or indirectly employing any device, scheme, or artifice to defraud any client or participant or prospective client or participant; or engaging in any transaction, practice, or course of business which operates as a fraud or deceit upon any client or participant or prospective client or participant in violation of Section 4o(1)(A) and (B) of the Act, 7 U.S.C. § 6o(1)(A) and (B) (2006).

50. Defendant is also 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) (Supp. V 2011));

b. Entering into any transactions involving commodity futures, options on commodity futures, commodity options (as that term is defined in Regulation 1.3 (hh), 17 C.F.R. § 1.3(hh) (2012)) ("commodity options"), swaps (as that term is defined in Section 1a(47) of the Act, 7 U.S.C. § 1a(47) (Supp. V 2011), and as further defined by Regulation 1.3(xxx), 17 C.F.R. § 1.3(xxx) (2012) ("swaps"), security futures products, and/or foreign currency (as described in Sections 2(c)(2)(B) and 2(c)(2)(C)(i) of the Act, 7 U.S.C. §§ 2(c)(2)(B) and 2(c)(2)(C)(i) (Supp. V 2011)) ("forex contracts") for Giap's own personal account or for any account in which Giap has a direct or indirect interest;

c. Having any commodity futures, options on commodity futures, commodity options, swaps, security futures products, and/or forex contracts traded on his behalf;

AO

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 futures, options on commodity futures, commodity options, swaps, security futures products, and/or forex contracts;

e. Soliciting, receiving or accepting any funds from any person for the purpose of purchasing or selling any commodity futures, options on commodity futures, commodity options, swaps, security futures products, and/or forex contracts;

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) (2012); and/or

g. 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(38), 7 U.S.C. § 1a(38) (Supp. V 2011)) 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) (2012).

V. RESTITUTION AND CIVIL MONETARY PENALTY

A. Restitution

51. Giap shall pay restitution in the amount of four hundred fifty-six thousand seven hundred forty-three dollars (\$456,743) ("Restitution Obligation"), plus post-judgment interest. Post-judgment interest shall accrue on the Restitution Obligation beginning on the date of entry of this Consent Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Consent Order pursuant to 28 U.S.C. § 1961.

52. To effect payment of the Restitution Obligation and the distribution of any restitution payments to Giap's clients, the Court appoints the National Futures Association ("NFA") as Monitor ("Monitor"). The Monitor shall collect restitution payments from Giap and make distributions as set forth below. Because the Monitor is acting as an officer of this Court in performing these services, NFA shall not be liable for any action or inaction arising from NFA's appointment as Monitor, other than actions involving fraud.

53. Giap shall make Restitution Obligation payments under this Consent Order to the Monitor in the name "Giap/iTRADE – SETTLEMENT/RESTITUTION Fund" and shall send such Restitution Obligation payments by electronic funds transfer, or by U.S. postal money order, certified check, bank cashier's, or bank money order, to the Office of Administration, National Futures Association, 300 South Riverside Plaza, Suite 1800, Chicago, Illinois 60606 under cover letter that identifies the paying defendant and the name and docket number of this proceeding. Giap shall simultaneously transmit copies of the cover letter and the form of payment to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

54. The Monitor shall oversee the Restitution Obligation and shall have the discretion to determine the manner of distribution of such funds in an equitable fashion to Defendant's clients identified by the Commission or may defer distribution until such time as the Monitor deems appropriate. In the event that the amount of Restitution Obligation payments to the Monitor are of a *de minimis* nature such that the Monitor determines that the administrative cost of making a distribution to eligible clients is impractical, the Monitor may, in its discretion, treat such restitution payments as civil monetary penalty payments, which the Monitor shall forward to the

Commission following the instructions for civil monetary penalty payments set forth in paragraph 61 below.

55. Giap shall cooperate with the Monitor as appropriate to provide such information as the Monitor deems necessary and appropriate to identify Defendant's clients to whom the Monitor, in its sole discretion, may determine to include in any plan for distribution of any Restitution Obligation payments. Giap shall execute any documents necessary to release funds that he has in any repository, bank, investment or other financial institution, wherever located, in order to make partial or total payment toward the Restitution Obligation.

56. The Monitor shall provide the Commission at the beginning of each calendar year with a report detailing the disbursement of funds to Giap's clients during the previous year. The Monitor shall transmit this report under a cover letter that identifies the name and docket number of this proceeding to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

57. The amounts payable to each client shall not limit the ability of any client from proving that a greater amount is owed from Giap or any other person or entity, and nothing herein shall be construed in any way to limit or abridge the rights of any client that exist under state or common law.

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

59. To the extent that any funds accrue to the U.S. Treasury for satisfaction of Giap's Restitution Obligation, such funds shall be transferred to the Monitor for disbursement in accordance with the procedures set forth above.

B. Civil Monetary Penalty

60. Giap shall pay a civil monetary penalty in the amount of two hundred fifty thousand dollars (\$250,000) ("CMP Obligation"), plus post-judgment interest. Post-judgment interest shall accrue on the CMP Obligation beginning on the date of entry of this Consent Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Consent Order pursuant to 28 U.S.C. § 1961 (2006).

61. Giap shall pay his CMP Obligation by electronic funds transfer, 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, then 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 by electronic funds transfer is chosen, Giap shall contact Linda Zurhorst or her successor at the address above to receive payment instructions and shall fully comply with those instructions. Giap shall accompany payment of the CMP Obligation with a cover letter that identifies Giap and the name and docket number of this proceeding. Giap shall simultaneously transmit copies of the cover letter and the form of payment to the Chief Financial Officer,

Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW,
Washington, D.C. 20581.

C. Provisions Related to Monetary Sanctions

62. Partial Satisfaction: Any acceptance by the Commission or the Monitor of partial payment of Giap's Restitution Obligation or CMP Obligation shall not be deemed a waiver of his obligation to make further payments pursuant to this Consent Order, or a waiver of the Commission's right to seek to compel payment of any remaining balance.

VI. MISCELLANEOUS PROVISIONS

63. 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:

Attention - Director of Enforcement
Commodity Futures Trading Commission
Division of Enforcement
1155 21st Street N.W.
Washington, DC 20581

Notice to Defendant Giap:

Alexander Giap
6512 Cedar Lane
Falls Church, VA 22042

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

64. Change of Address/Phone: Until such time as Giap satisfies in full his Restitution Obligation and CMP Obligation as set forth in this Consent Order, Giap shall provide written notice to the Commission by certified mail of any change to his telephone number and mailing address within ten (10) calendar days of the change.

65. 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.

66. 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.

67. Waiver: The failure of any party to this Consent Order or of any client at any time to require performance of any provision of this Consent Order shall in no manner affect the right of the party or client 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.

68. Acknowledgements: Upon being served with copies of this Consent Order after entry by the Court, Defendant Giap shall sign acknowledgements of such service and serve such acknowledgements on the Court and the Commission within ten (10) calendar days.

69. Continuing Jurisdiction of this Court: This Court shall retain jurisdiction of this action to ensure compliance with this Consent Order and for all other purposes related to this action, including any motion by Giap to modify or for relief from the terms of this Consent Order.

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

71. 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.

72. Giap understands that the terms of the Consent Order are enforceable through contempt proceedings, and that, in any such proceedings he 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, Restitution, Civil Monetary Penalty And Other Equitable Relief Against Defendant Alexander Giap.*

IT IS SO ORDERED on this 17th day of December, 2012.

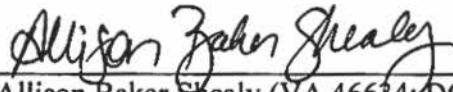
/s/
Claude M. Hilton
United States District Judge

CONSENTED TO AND APPROVED BY:



Alexander Giap
Pro Se Defendant
6512 Cedar Lane
Falls Church, VA
(703) 883-7685
anhalex@gmail.com

Date: Nov. 14, 2012



Allison Baker Shealy (VA 46634, DC 478202)
John Einstman (DC 484539) (admitted *pro hac vice*)

**U.S. Commodity Futures Trading
Commission**

Division of Enforcement
1155 21st Street, N.W.
Washington, D.C. 20581
(202) 418-5000 (phone)
ashealy@cftc.gov
jeinstman@cftc.gov

Dated Dec. 13, 2012

