

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**U. S. COMMODITY FUTURES
TRADING COMMISSION,**

Plaintiff,

vs.

**MATTHEW J. MARCUS,
TECH POWER INC.,
JOHN D. BRINER, and
METROWEST LAW CORP.,**

Defendants.

Civil Action No: 15-cv-03307

Judge Milton I. Shadur

**CONSENT ORDER OF PERMANENT INJUNCTION, CIVIL MONETARY PENALTY
AND OTHER EQUITABLE RELIEF AGAINST DEFENDANTS
MATTHEW J. MARCUS AND TECH POWER INC.**

I. INTRODUCTION

On April 14, 2015, Plaintiff, Commodity Futures Trading Commission ("Commission" or "CFTC"), filed a Complaint against Defendants Matthew J. Marcus ("Marcus"), Tech Power Inc. ("Tech Power"), John D. Briner ("Briner") and MetroWest Law Corp. ("MetroWest") (collectively "Defendants") 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. §§ 1.1190.10 (2015). (Doc. 1). In particular, the Commission's Complaint alleged that from January 28, 2014 through February 5, 2014 ("relevant period") Defendants engaged in 624 round-turn trades involving 1,248 perfectly matched, pre-arranged, non-competitive transactions in single stock futures ("SSF") contracts listed on OneChicago LLC ("OneChicago") to illegally move at least \$390,000 from MetroWest to Tech Power. The

Commission's Complaint further alleges that by structuring the transactions such that Tech Power would buy at lower prices and sell at higher prices opposite MetroWest, Defendants were able to ensure Tech Power would always profit from the transactions, enabling the Defendants to conduct a "money pass" between the two accounts. By virtue of this conduct, the Complaint alleged that Defendants violated Section 4c(a)(2)(A)(ii) of the Act, 7 U.S.C. § 6c(a)(2)(A)(ii) (2012), by entering into transactions that are fictitious sales involving the purchase or sale of commodities for future delivery and Regulation 1.38(a), 17.C.F.R. § 1.38(a)(2015), by entering into illegal, non-competitive transactions to buy and sell futures contracts.

On April 16, 2015, this Court entered an *Ex Parte* Statutory Restraining Order and Asset Freeze against all Defendants and thereafter, extended the statutory restraining order to May 12, 2015. (Docs. 15, 21). On May 7, 2015, this Court entered a Consent Order for Preliminary Injunction and continued the asset freeze, against Defendants Marcus, Tech Power and Briner. (Docs. 26, 27, 28). On the same day, this Court entered an Order for Preliminary Injunction and Other Ancillary Relief against Defendant MetroWest. (Doc. 29).

On June 10, 2015, this Court entered an order striking Answers filed by Briner and MetroWest (Doc. 37). On July 7, 2015, the CFTC filed a Renewed Motion for Entry of a Default against Briner and MetroWest (Doc. 40), which was granted on July 9, 2015 (Doc. 43). Briner and MetroWest filed a Motion to Vacate the Default Order (Doc. 46), which was denied on July 27, 2015. (Doc. 50).

II. CONSENTS AND AGREEMENTS

To effect settlement of all charges alleged in the Complaint against Defendants Marcus and Tech Power, without a trial on the merits or any further judicial proceedings, Defendants Marcus and Tech Power:

1. **Consent to the entry of this Consent Order of Permanent Injunction, Civil Monetary Penalty and Other Equitable Relief Against Defendants ("Consent Order");**
2. **Affirm that they have 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. **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, as amended, 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 ("EAJA"), 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 (2015), 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 ("SBREFA"), 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 enforcing the terms and conditions of this Consent Order and for any other purpose relevant to this action, even if Defendant Marcus now or in the future resides 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 waive 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 and/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 all of their agents and/or employees under their authority or control understand and comply with this agreement;

11. By consenting to the entry of this Consent Order, Defendants Marcus and Tech Power 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 Marcus and Tech Power; 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 (2015); and/or c) any proceeding to enforce the terms of this Consent Order. Defendants do not consent to the use of this Consent Order, or the Findings of Fact and Conclusions of Law in this Consent Order, as the sole basis for any other proceeding brought by the Commission.

12. Agree to provide immediate notice to this Court and the Commission by certified mail, in the manner required by paragraph 45 of Part VI of this Consent Order of any bankruptcy proceeding filed by, on behalf of, or against them, whether inside or outside of the United States; and

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.

III. FINDINGS OF FACT AND CONCLUSIONS OF LAW

14. The Court, being fully advised in the premises, finds that there is good cause for 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 findings and conclusions in this Consent Order are not binding on any other party to this action.

THE COURT HEREBY FINDS:

A. Findings of Fact

The Parties to This Consent Order

15. The Plaintiff Commodity Futures Trading Commission is an independent federal regulatory agency charged by Congress with the responsibility for administering and enforcing the provisions of the Act, 7 U.S.C. §§ 1 *et seq.* (2012), and the Commission's Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* (2015).

16. Matthew J. Marcus resides in California and is the sole principal of Tech Power, a California ecommerce and web development company. Marcus serves as Tech Power's President, Secretary, Treasurer and Director, and acted as, and held himself out to the public as, Tech Power's controlling person. Marcus has never been registered with the Commission in any capacity.

17. Tech Power, an ecommerce and web development company, was incorporated in Nevada on July 17, 2002, and ceased operations in February 2014. It has never been registered with the Commission in any capacity.

Defendants' Trading Accounts

18. In June 2012, Defendant Briner opened a commodity trading account, ending in nos. 7543 ("MetroWest 7543"), at a registered futures commission merchant ("FCM") in the name of his law firm, MetroWest. Briner had a unique user name and password that allowed him to control trading within MetroWest 7543.

19. In connection with opening the MetroWest 7543 account, Briner signed the FCM's customer agreement on June 11, 2012, affirming that he would be responsible for all orders entered using his user name and password. Briner also represented that he would not

permit any other person to have access to the MetroWest 7543 account for any purpose, unless specified to the FCM and agreed to by the FCM.

20. A total of \$500,000 was wired from MetroWest's client trust account and deposited into MetroWest 7543 during 2012. Prior to the funding of MetroWest 7543 at the registered FCM, Marcus, a client of Briner and MetroWest, caused approximately \$1.2 million to be transferred to MetroWest's client trust account.

21. On January 25, 2013, Marcus opened a trading account in the name of Tech Power, ending in nos. 0560 ("Tech Power 0560"), with the same registered FCM. On the account opening documents, Marcus stated that he was the only authorized trader for the Tech Power account. Marcus had a unique ID and password that allowed him to control trading within Tech Power 0560.

22. In connection with opening the Tech Power 0560 account, Marcus signed the FCM's customer agreement on January 25, 2013, affirming that he would be responsible for all orders entered using his user name and password. Marcus also represented that he would not permit any other person to have access to the Tech Power 0560 account for any purpose, unless specified to the FCM and agreed to by the FCM. Marcus funded the Tech Power account with an initial \$100,000 deposit on January 30, 2013.

Defendants' Single Stock Futures Trading Scheme

23. At some point after opening the MetroWest account, Briner provided Marcus with his unique password and login information, and informally authorized Marcus to enter trades for the MetroWest 7543 account. Prior to January 28, 2014, neither MetroWest 7543 nor Tech Power 0560 had ever placed trades on OneChicago.

25. Beginning on January 28, 2014 and continuing for seven consecutive trading dates through February 5, 2014, Marcus carried out a scheme whereby he moved money from MetroWest to Tech Power through a series of pre-arranged, non-competitive transactions using SSF contracts on OneChicago, commonly known as a "money pass."

26. In each of those transactions, Marcus placed a limit order to buy a specific quantity of SSF for a specific price for one of the accounts. Following that order, Marcus entered the market with a limit order to sell the exact same quantity of SSF at an identical price for the other account. After the orders were matched in one transaction, Marcus later entered into an equal and offsetting transaction to close out the position. The result was no net change in open positions held by either MetroWest or Tech Power, but a profit to Tech Power and a loss to MetroWest. This trading pattern was repeated hundreds of times throughout the relevant period.

27. For example, on January 28, 2014, Marcus entered a limit order to buy one lot of MYGNID (March expiry) at 12:46:19 pm at a price of \$24.97 for Tech Power. At 12:46:29 pm, Marcus entered a limit order to sell one lot of MYGNID (March expiry) at a price of \$24.97 for MetroWest 7543. The orders were matched, and the trade was executed at 12:46:29 pm. The accounts reversed positions 36 minutes later. At 1:22:31 pm, Marcus entered a limit order to sell one lot of MYGNID (March expiry) at a price of \$25.42 for Tech Power 0560, and at 1:22:39, he entered a limit order to buy one lot of MYGNID (March expiry) at a price of \$25.42 for MetroWest 7543. The orders were matched, and the trade was executed at 1:22:39 pm. In this transaction, Tech Power 0560 gained \$45.00.

28. Using this methodology, Marcus traded the MetroWest 7543 account and the Tech Power 0560 account almost exclusively against each other on OneChicago. He was able to do this, in part, by placing nearly simultaneous, matching orders and trading in eight illiquid SSF

products, which virtually eliminated the possibility of trading with a different counterparty. During the relevant period, these transactions constituted approximately 98 percent of all trades in eight SSF products. The MetroWest 7543 account executed a total of 1,248 SSF trades opposite the Tech Power 0560 account on OneChicago. In the vast majority of instances where Marcus closed out a position, it resulted in a loss to MetroWest 7543 and a gain to Tech Power 0560. As a result, MetroWest transferred \$390,000 to Tech Power.

29. By knowingly and intentionally executing trades for the Tech Power account opposite the MetroWest account in contracts with low liquidity, Marcus entered into transactions without an intent to take a bona fide position in the market.

30. The foregoing trading activity did not comply with OneChicago's written rules and generated compliance alerts at OneChicago. On February 7, 2014, OneChicago requested that the FCM freeze the MetroWest 7543 and Tech Power 0560 trading accounts.

B. Conclusions of Law

Jurisdiction and Venue

31. This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), which authorizes the Commission to seek injunctive relief against any person whenever it shall appear to the Commission that such 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 thereunder.

32. Venue properly lies with this Court pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1(e) (2012), in that the Defendants transacted business in this District, and the acts and practices in violation of the Act have occurred, are occurring, or are about to occur within this District.

Defendants Marcus and Tech Power Violated Section 4c(a)(2)(A)(ii) of the Act

33. By the conduct described in Paragraphs 1 through 32 above, Defendants Marcus and Tech Power repeatedly violated Section 4c(a)(2)(A)(ii) of the Act, 7 U.S.C. § 6c(a)(2)(A)(ii) (2012), by entering into transactions that are of the character of, or are commonly known as fictitious sales, involving the purchase or sale of a commodity for future delivery which transactions were used or may have been used to hedge any transaction in interstate commerce in the commodity or the product or byproduct of the commodity; or to determine the price basis of any such transaction in interstate commerce in the commodity; or to deliver any such commodity sold, shipped, or received in interstate commerce for the execution of the transaction.

34. Marcus controlled Tech Power, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, the acts constituting Tech Power's violations; therefore, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), he is liable for Tech Power's violation of Section 4c(a)(2)(A)(ii) of the Act, 7 U.S.C. § 6c(a)(2)(A)(ii) (2012).

35. The foregoing acts by Marcus occurred within the scope of his employment, office, or agency with Tech Power; therefore, pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Commission Regulation 1.2, 17 C.F.R. § 1.2 (2015), Tech Power is liable for Marcus' violation of Section 4c(a)(2)(A)(ii) of the Act, 7 U.S.C. § 6c(a)(2)(A)(ii) (2012).

Defendants Marcus and Tech Power Violated Regulation 1.38(a)

36. By the conduct described in Paragraphs 1 through 32 above, Marcus and Tech Power knowingly engaged in a series of non-competitive single stock futures transactions, in

violation of Regulation 1.38(a), 17 C.F.R. §1.38(a) (2015), which requires that all purchases and sales of commodity futures contracts be executed "openly and competitively."

37. Marcus controlled Tech Power, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, the acts constituting Tech Power's violations; therefore, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), he is liable for Tech Power's violation of Regulation 1.38(a), 17 C.F.R. §1.38(a) (2015).

38. The foregoing acts by Marcus occurred within the scope of his employment, office, or agency with Tech Power; therefore, pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Commission Regulation 1.2, 17 C.F.R. § 1.2 (2015), Tech Power is liable for Marcus' violation of Regulation 1.38(a), 17 C.F.R. §1.38(a) (2015).

IV. ORDER OF PERMANENT INJUNCTION

IT IS HEREBY ORDERED THAT:

39. Based upon and in connection with the foregoing conduct, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, Defendants Marcus and Tech Power are permanently restrained, enjoined and prohibited from directly or indirectly:

- a. entering into a transaction that is a fictitious sale involving the purchase or sale of any commodity for future delivery which transaction was used or may have been used to hedge any transaction in interstate commerce in the commodity or the product or byproduct of the commodity; or to determine the price basis of any such transaction in interstate commerce in the commodity; or to deliver any such commodity sold, shipped, or received in interstate commerce, for the execution of the transaction, in violation of Section 4c(a)(2)(A)(ii) of the Act, 7 U.S.C. § 6c(a)(2)(A)(ii) (2012); and
- b. Engaging in purchases and sales of any commodity for future delivery or of any commodity option, on or subject to the rules of a contract market, that are not executed openly or competitively, in violation of Regulation 1.38(a), 17 C.F.R. § 1.38(a) (2015).

40. Defendant Marcus is restrained, enjoined and prohibited, for a period of five years, 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 his own personal account or for any account in which he has a direct or indirect interest;
- c. Having any commodity interests traded on his 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 claim exemption from registration with the Commission in any capacity, and engage 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/or
- 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).

V. CIVIL MONETARY PENALTY

41. Defendants Marcus and Tech Power shall pay, jointly and severally, a civil monetary penalty in the amount of \$250,000 (two hundred fifty thousand) ("CMP Obligation"), plus post judgment interest. Post-judgment interest shall accrue on the CMP Obligation beginning on the date of entry of this Supplemental Consent 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).

42. Defendants Marcus and Tech Power shall pay their 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 by other than electronic funds transfer, the payments 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
DOT/FAA/MMAC/AMZ-341
CFTC/CPSC/SEC
6500 S. MacArthur Blvd., Oklahoma City, OK 73169
(405) 954-7262 office
(405) 954-1620 fax
Nikki.gibson@faa.gov

If payment by electronic funds transfer is chosen, Defendants Marcus and Tech Power shall contact Nikki Gibson or her successor at the above address to receive payment instructions and shall fully comply with those instructions. Defendants Marcus and Tech Power shall accompany payment of the CMP Obligation with a cover letter that identifies Defendants and the name and docket number of this proceeding. Defendants Marcus and Tech Power shall simultaneously transmit copies of the cover letter and the form of payment to the Chief Financial Officer, Commodity Futures Trading Commission, 1155 21st Street, N.W., Washington, D.C. 20581.

43. Partial Satisfaction: Acceptance by the Commission of partial payment of Defendants Marcus' and Tech Power's CMP Obligation shall not be deemed a waiver of their 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.

44. **Cooperation:** Defendants Marcus and Tech Power shall cooperate fully and expeditiously with the CFTC, including the CFTC's Division of Enforcement, and any other governmental agency in this action, and in any investigation, civil litigation or administrative matter related to the subject matter of this action or any current or future Commission investigation related thereto.

VI. MISCELLANEOUS PROVISIONS

45. **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:

**Regional Counsel, Division of Enforcement
U.S. Commodity Futures Trading Commission
525 West Monroe Street, Suite 1100
Chicago, Illinois 60661**

Notice to Defendants Marcus and Tech Power:

**Howard J. Stein, Esq.
30 North LaSalle Street, Suite 2040
Chicago, IL 60602**

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

46. **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.

47. **Change of Address/Phone:** Until such time as Defendants Marcus and Tech Power satisfy their CMP Obligation as set forth in this Order, Defendant Marcus 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.

48. 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.

49. 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.

50. Waiver: The failure of any party to this Consent Order shall in no manner affect the right of the party 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.

51. Continuing Jurisdiction of this Court: This Court shall retain jurisdiction of this action in order to ensure compliance with this Consent Order and for all other purposes related to this action, including any motion by Defendants Marcus or Tech Power to modify or for relief from the terms of this Consent Order.

52. 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.

53. Defendant Tech Power hereby warrants that this Consent Order has been duly authorized by Marcus and that he has been empowered to sign and submit this Consent Order on behalf of Tech Power.

54. 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.

55. Contempt: 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.

56. This Court hereby directs the transfer of \$104,840, held in Defendant Tech Power's account ending in numbers 0560 at Interactive Brokers LLC, to the Commission in partial satisfaction of Defendants' CMP Obligation set forth in Paragraphs 41 and 42. Interactive Brokers LLC shall comply with the directions for transfer of these funds provided by the Commission. Thereafter, this Court's May 7, 2015 Asset Freeze relating to Tech Powers' account ending in nos. 0560 at Interactive Brokers LLC is hereby terminated.


57. Defendant Marcus represents that he has filed a claim with the Law Society of British Columbia ("LSBC"), requesting that all monies remaining in MetroWest's trading account ending in numbers 7543 at Interactive Brokers Canada Inc., should be transferred to him. In the event that Marcus is entitled to any monies in MetroWest's trading account ending in

nos. 7543 at Interactive Brokers Canada Inc., this Court hereby directs the transfer of those monies to the Commission in partial satisfaction of Defendants Marcus' and Tech Power's CMP Obligation set forth in Paragraphs 41 and 42. Interactive Brokers Canada Inc. shall comply with the directions for transfer of these funds provided by the Commission. Thereafter, this Court's May 7, 2015 Asset Freeze relating to MetroWest's account ending in nos. 7543 at Interactive Brokers Canada Inc. is hereby terminated.

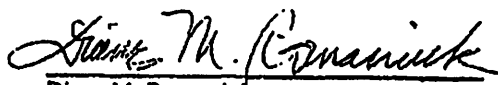
58. **Agreements and Undertakings:** Defendants shall comply with all of the undertakings and agreements set forth in this Consent Order.

There being no just reason for delay, the Clerk of the Court is hereby directed to enter this Consent Order of Permanent Injunction, Civil Monetary Penalty and Other Equitable Relief Against Defendants Marcus and Tech Power.


IT IS SO ORDERED on this 30 day of JULY, 2016


Honorable Milton I. Shadur
Senior U.S. District Court Judge

CONSENTED TO AND APPROVED BY:


Diano M. Romaniuk
Senior Trial Attorney
Commodity Futures Trading Commission
525 West Monroe Street, Suite 1100
Chicago, IL 60661
(312) 596-0541
dromaniuk@cftc.gov

Matthew J. Marcus



Matthew J. Marcus

Date: 5/12/16

Tech Power Inc.

By: 

Matthew J. Marcus
President

Date: 5/12/16

Approved as to form:

By: 

Howard J. Stein, Esq.
Attorney for Defendants Marcus and Tech Power
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Date: 5/12/16